

AGREEMENT FOR LIMITED LEAF COLLECTION & DISPOSAL SERVICES

This Agreement for Limited Leaf Collection and Disposal Services (the "Contract") is entered into Thursday, this 9th day of August, 2018, by and between St. Joseph County, Indiana, a political subdivision of the State of Indiana organized and existing under the laws of the State of Indiana (aka "SJC" herein), and St. Joe County Recycling, L.L.C., a valid corporation organized and existing under the laws of the State of Indiana (hereinafter referred to as "SJCR").

WITNESSETH

WHEREAS, it is necessary for SJC to promote, preserve and protect the public health of its citizens; and

WHEREAS, SJC has the authority to determine the manner of collection and disposal of leaves generated by residents of SJC, and to enter into contracts for such purposes; and

WHEREAS, the granting of this Contract to a private corporation for the leaf collection and disposal services as contemplated herein is a valid function of SJC; and

WHEREAS, SJC and SJCR are desirous of entering into this Contract, under the terms SJCR shall be awarded this Contract herein for a specified period of time for the leaf collection and disposal services contemplated hereby; and

WHEREAS, it is deemed to be in the best interest of SJC and the residents of SJC to enter into the Contract with SJCR in order to ensure high quality services by SJCR to SJC; and

WHEREAS, SJC and SJCR have agreed to the conditions, terms, provisions and considerations under which SJCR shall perform such leaf collection and disposal services as herein set out, and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SJC and SJCR agree as follows:

TERM

The Term of this Contract shall be for the period beginning as specified above and expiring on November 30th, 2018 or when specified service passes are complete (specified service passes to include the First Pass, the Second Pass, and any Third Pass, if such Third Pass is mutually agreed upon between the parties in writing).

Work Scope:

1. **SJCR shall provide a Limited two (2) pass Program for all SJC residents in all unincorporated areas of SJC to be completed as weather permits.**

- (a) First Pass shall begin tentatively on Wednesday October 24th and no later than October 28, 2018. Second Pass shall begin at completion of first pass, and proceed through the Townships in the same order as the First Pass.
- (b) Collection shall begin in Madison Township and rotate clockwise through Union, Centre, Liberty, and the remaining Townships. All passes will have the same order of rotation.

2. **FEES AND PAYMENTS FOR SERVICES**

First Pass Cost Seven Hundred and Fifty Thousand dollars (\$ 750,000.00)

- One-third of the First Pass payment "Equipment Preparation Deposit" is due immediately upon execution of this Agreement.
- One-third of the First Pass Payment is due upon completion of Clay Township.
- Final one-third of First Pass payment is due upon First Pass completion in the entire Service area per program work scope selected.

Second Pass Two Hundred Thousand dollars (\$ 200,000.00)

- Two-thirds of Second Pass payment is due upon completion of Clay Township.
- Final third of Second Pass Payment is due upon Second Pass completion in the entire Service Area per program guidelines.

Payments - All payments will be submitted per the approval lead times specified by SJC and paid on the next A/P run or paid immediately thereafter on the next utility run if for any reason the scheduled payment does not occur. SJC will inform SJCR prior to the A/P approval deadline for the submitted invoices if any item is required other than submitted items. Standard SJC A/P cycle submittal cut-off for this agreement is each Friday by noon, to be submitted to the St. Joseph County Auditor no later than noon the following Wednesday. Those invoices shall then be paid the succeeding Tuesday. (Ex: Invoice submitted to SJC on Friday the 10th would be submitted to the Auditor not later than Wednesday the 15th, for payment Tuesday the 21st.)

Fuel: SJC shall provide SJCR all fuel related in any way to resident curbside collections, tip sites and/or disposal related activities. SJCR shall provide GPS documentation to SJC evidencing the mileage associated with fuel usage within 10 business days after SJC has provided fuel usage by date by fuel key.

One Time Fleet Acquisition & Refurbishment Fee: SJC shall pay a one time Acquisition and Refurbishment fee of one hundred and ninety-five thousand dollars immediately upon execution of this agreement that shall be used to purchase, refurbish, repurpose & renew fleet.

3. **24/7/365** - SJCR shall be permitted to conduct all operations 24/7/365 weather permitting.

4. **Communicator** - SJC will provide a dedicated contact by Oct 1st (the "Communicator") in SJC Commissioner's office to perform the following functions:

- (a) Receive Complaints & Service Verification Communication;
- (b) Receive Service Concern Verifications – complete Central Service Concern Contact Database for each contact;
- (c) Expedite solutions to concerns, document & notify residents when proof of service and/or non-conformance is provided;
- (d) SJC agrees to provide a dedicated Communicator Oct 10th - Dec 21st or reimburse SJCR for all related costs (2017 season Communicator was Marie Nimitz).

5. **Program Field Co-Operation Leader** - SJC will provide a Program Field Co-Operation Leader from Public Works Dept by Oct 1st to perform the following functions:

- (a) Attend Monday meeting with SJCR to generate Media Release for coming week's work schedule by Tuesday 5pm;
- (b) Review Incident/People/Service concerns & determine with SJCR any further requirements in writing in meeting summary email to all SJC & SJCR;

(c) Review Service Verification in completed Townships/Zones & email any concerns within 24 hrs of service completion (2017 Field Co-op Leader Merle Janiszewski).

6. **SJC Disposal/Tip Site Assistance** - SJC shall assist as needed to increase Tip Site quantity & quality with SJC and/or SJC-related real estate at no added charge.

(a) **Procurement** - SJC shall assist as needed to procure SJC property that in close proximity to subdivisions to shorten cycle times, increase capacity and mail letters as needed to prospective tip site owners requesting program co-operation and support.

(b) **Wheel Loader** aka "Bertha" - SJC shall provide SJCR a Dedicated Six-Cubic-Yard Wheel Loader – CAT 972G with operator, as needed except on SJC days off. SJC will rent 6 cyd wheel loader as needed if Bertha is unavailable at any time. SJC will pay SJCR per rate sheet attached to transport as needed.

(c) **Regrind** - SJC shall provide regrind asphalt at no charge to SJCR for dirt sites to prevent inaccessibility when it rains/snows.

(d) **Inclement weather Disposal** - SJC shall provide up to 10,000 cyds disposal credit at South Bend Organic Recycling for wet & winter weather use for critical tip site high priority transfers at any time nearby sites are inaccessible.

7. **Snow Contingency** - In the event of a Snow Contingency, Collection shall be prioritized as follows:

(a) Per the Snow Plan List at sjclp.com. Snow plan goes into effect when ambient temperatures are forecast below 39 degrees and snow accumulation is projected. Weather permitting days are when SJC has five nights with temperatures at 39+ degrees and piles/roads are frost/ice free. Pitch fork test used to check piles from bottom up to confirm conditions permit.

(b) Med/Low/Very Low Subdivisions and Residents not in listed subdivisions are not included in the Snow Contingency Plan. If Service Verification Video provides proof they did not receive their allocated Pass prior to snowfall, collection will occur weather permitting.

(c) Within each Priority Class, first priority will be given the areas that have the best conditions for efficient collection;

(d) Resident Leaves must be in the roadway for collection during Snow Contingency Periods within five (5) feet from the curb;

(f) Cul de Sac residents may pile leaves in the center of the Cul de Sac as long as traffic flow is not affected;

(g) If snow is forecast at 1"+ snowfall within 30 day forecast, prior to Second Pass completion, all resources shall be dedicated to snow plan list unless snow cover prevents collection and then collection efforts will be directed to frost/snow/ice-free areas.

(h) When ice/snow/water prevent use of close tip sites (within 1 mile of collection curb), all Disposal fees with South Bend Organic Resources (SBOR) will be paid by SJC so operations may continue efficiently at any time closest tip sites are inaccessible and SBOR is closer than nearest accessible tip site.

(i) Inclement weather is defined as any weather conditions including frost/ice/high winds/snow/rain/hail/lightning/thunder or temperatures below 34 degrees. If inclement weather suspends service for 10 days, SJC shall pay SJCR for services rendered on a pro-rata basis by

townships completed using the leaf volume table provided by SJC in addendum 1 of the RFP as the pro-rata basis.

8. **Holidays/Weekends**: SJCR shall not be required to perform Services or maintain office hours on Holidays/Weekends recognized by SJC during collection season.
9. **Missed Collections**: SJCR will be responsible for receiving all reports of missed collections through the sjclp.com web portal. In the event the missed collection was due to the fault of SJCR and such missed collection was not due to uncontrollable circumstances (non-conformances), SJCR shall provide collection service within 72 business hours of the report weather permitting.
10. **GPS Monitoring and Documentation**: SJCR shall provide GPS monitoring and tracking devices that document the leaf collection services. GPS monitoring shall provide vapor trails to be submitted with invoices.
11. **Public Education & Outreach**: SJC shall be responsible for conducting all formal public education programs and outreach related to the leaf collection services. SJC will communicate to residents online & to all media outlets by News Release at the beginning of every pass, that the program is not designed to collect all the leaves in the county due to economic restraints and that residents should seek supplemental service. SJCR shall provide, on the sjclp.com website: A. Rules; B. Schedule updated on a weekly basis; C. Contact Form; D. Supplemental Self-Service methods. SJCR has sole control over SJCR licensed & owned assets but shall seek to include all pertinent program information on sjclp.com. SJCR will not have any links to other websites and will not advertise any other services during the active program period.
12. **Subcontractor/Vendors**: SJCR shall have sole discretion, responsibility and supervision over all subcontractors to assure they maintain the integrity, quality, and professionalism of work and deliver performance specifically and in accordance with the conditions and requirements set forth in this agreement.
13. **Qualified Personnel**: SJCR shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the leaf collection and disposal services in a safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of collection vehicles and collection equipment and to the extent required by law, shall have in effect a valid Commercial Driver's License, of the appropriate class, issued by the State of Indiana or appropriate licensing agency and any and all other licenses or endorsements required by law.
14. **Operational/Safety Training**: SJCR shall provide operational and safety training for all employees who utilize and/or operate vehicles or equipment for collection of materials under the Contract.
15. **No Tipping**: SJCR shall not, nor shall it permit its employees to, demand or solicit, directly or indirectly, any additional compensation or gratuity from the public for services provided under the Contract. SJCR employees may not accept any tip or gratuity.
16. **Employee Decorum**: SJCR shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. SJCR shall train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required, SJCR shall take all appropriate corrective measures. If SJCR has received directly or SJC has notified SJCR of a complaint related to discourteous, improper

behavior, SJCR shall reassign staff to duties not entailing contact with the public while SJCR pursues its investigation and corrective action process.

17. **Federal Work Authorization Program**: SJCR affirms that it has registered for and is participating in the federal work authorization program and/or any comparable enactment or statute by the State of Indiana to verify information for all new employees. SJCR documents/records of these verification processes shall be retained for statutory periods.
18. **Supervisor Qualifications**: SJCR shall designate qualified employee as the supervisor of field operations. Supervisor will be in the field inspecting SJCR work and will be available by radio or phone during SJCR hours of operation to handle calls and concerns from SJCR staff or to follow up on service concerns.
19. **Uniforms**: All SJCR employees performing work under the Contract shall wear a safety vest issued by SJCR.
20. **No Scavenging**: SJCR shall assure that no employees remove materials from any property for their personal use or for sale. SJCR shall include in its regular training sessions this prohibition against scavenging. If any employee is found to be scavenging or not to be performing services in the manner required by the Contract, SJCR shall take all appropriate corrective measures. If SJC has notified SJCR of a complaint related to scavenging or if a complaint is made directly to SJCR, SJCR shall remove the employee from work under the Contract.
21. **Compliance with Regulations**: SJCR shall comply with the regulations relative to non-discrimination in federal or state programs which are incorporated by reference and made a part of this Contract.
22. **Program rate sheet**: All work scope services specified are included in the Program costs per pass or as specified herein. All other program costs requested shall be reimbursed per the rate sheet attached.
23. **Non-Conforming Residents**: In the event that the County requests expedited or non-conforming services for any resident, the County agrees to pay for the requested service per the hourly rate attached on a portal to portal basis.
24. **Litter & Spillage**: SJCR shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the leaf collection shall occur. During hauling and collection, all leaves shall be contained, tied, or enclosed so that spilling and blowing is prevented. If any leaves are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the collection vehicle or materials, SJCR shall promptly cleanup all spilled materials.
25. **Designated Disposal & Tip Sites**: All leaves shall be delivered to a licensed, legal authorized facility, landfill, or other disposal site as determined by SJCR. SJCR is solely responsible for all fees, permits, costs and expenses related to disposal, storage and hauling of all leaves except as noted herein.
26. **Collection Equipment**: SJCR shall provide fleet of (15) collection vehicles/units to perform the work scope based on the Limited Leaf Program guidelines herein. SJCR shall provide all specified collection vehicles to collect leaves in the service area including but not limited to the following collection alternatives:
 1. Vacuum Trucks (or equivalent) to collect loose leaves within 5' of curb line.

2. Bagged Leaves - must be in bio-degradable kraft paper bags. Plastic bags will not be accepted. Cost to collect bags per Rates attached if SJC decides to offer dumpster locations.

SJC requires the use of collection vehicles that are reliable, safe, well maintained, clean, and in good working order. SJCR shall remove from service and repair any collection vehicle that leaks hydraulic fluid, oil, gas or other fluids. SJC representatives reserve the right to inspect all collection vehicles to be used in servicing this Contract at any time upon providing seventy-two (72) business hours written notice to SJCR. SJC shall notify SJCR of the failure of any collection vehicle to meet this requirement within ten (10) days of inspection and all such collection vehicles shall be removed from service until repaired and approved for return to use by SJC.

Specifications: All collection vehicles used by SJCR in providing collection of materials under the Contract shall comply with all applicable local, SJC, State, and federal regulations. Collection vehicles must be enclosed and designed to prevent leakage, spillage or overflow.

Collection vehicle identification: SJCR name and unique vehicle identification number designated by SJCR for each collection vehicle shall be conspicuously displayed.

Equipment Inventory: In addition to the above requested information, SJCR shall annually furnish SJC a written inventory of all collection vehicles used in providing service.

Cleaning and Maintenance: SJCR shall maintain all collection vehicles, properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition.

Maintenance of collection vehicles: SJCR shall inspect each collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly. SJCR shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule.

Fleet requirement : Based on maximum of (15) units running a minimum of one full (8) hour shift daily at peak periods during season. All vehicle collection shifts shall count as one unit requirement of the (15) units total peak requirement. For example: if an automated vac ran (2) - 8 hour shifts in a day it would count as (2) units towards (15) unit requirement.

27. **Complaints:** SJC shall maintain and adequately staff a call center to handle customer calls and complaints throughout the term of the Contract unless SJC opts not to take the Twenty-seven Thousand and Five hundred dollar credit included in the pricing. SJC shall handle all incoming and outgoing calls and track data and use dashboard tools provided by SJCR to document & respond to all calls/complaints received. SJC call center shall document & record online for all to see all data required by SJC of SJCR previously. SJC and/or SJCR shall use a database that shall be updated by SJC & SJCR working together to merge information. All legitimate complaints resulting solely from the actions or omission of SJCR shall be resolved within 72 business hours. SJC reps shall inform residents anytime that they call in error after checking registration and/or videotape files provided by SJCR to SJC for Proof of Service, etc.. and shall document call day/time with all resident contact details type of complaint, complaint contact person versus location and follow-up satisfaction call results for all to review. SJC and SJCR shall configure database records so records are accessible online. SJCR and SJC shall provide online access to the service concerns they each generate to the other on an updated basis.

28. **Uncontrollable Circumstances:** Neither SJC nor SJCR shall be considered to be in Default of this Contract if delays in or failure of performance shall be due to uncontrollable circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. Neither party

shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

29. **Permits & Licenses:** SJCR shall obtain, at its own cost and expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to SJC within ten (10) business days of the change.
30. **Employee Wages & Benefits:** SJCR shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. SJCR is solely responsible for payment of all salary, wages, benefits and other consideration to SJCR personnel and agents. SJCR shall furnish all legally required and necessary safety equipment at its own cost and expense.
31. **Insurance:** SJCR shall maintain, during the Term of the Contract, at its own expense, appropriate and adequate insurance policies as required by SJC, including, but not limited to the following:
- a) Statutory workers' compensation insurance;
 - b) Employer's liability for bodily injury by accident: \$500,000 each accident;
 - c) Employer's liability for bodily injury by disease: \$500,000 policy limit \$500,000 each employee;
 - d) Commercial general liability insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage; \$1,000,000 limit of liability per occurrence for personal injury; An Additional insured endorsement which includes ongoing operations and completed operations;
 - e) Auto liability insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage; Comprehensive form covering all owned, non-owned, leased, hired and borrowed collection vehicles;
 - f) Coverage for cleanup of pollutants due to an accident, including Pollution Liability Broadened Form endorsement;
 - g) Excess liability insurance - Minimum \$1,000,000 limit of liability: The excess liability coverage must be an occurrence form policy including coverage for all required endorsements and no additional exclusions. The excess liability policy must extend over the general liability, automobile liability, and employers' liability policy forms.
- The excess liability policy must have concurrent effective dates with the primary coverage parts; SJC shall pay the cost of all excess liability in advance and directly to insurer to reduce costs to SJC. In the event the Program requires greater insurance coverage for any reason, SJC shall pay directly full costs of any added coverages.
- h) SJC, Indiana and the SJC Board of Commissioners shall be shown as an additional insured on general liability, auto liability, and excess liability policies;
 - i) The certificate holders and additional insureds must be added as specified above, and must read as follows: "St. Joseph County, Indiana and St. Joseph County Board of Commissioners";

- j) Insurance companies must have an A.M. Best Rating of A-6 or higher. Certain workers' comp funds may be acceptable by the approval of SJC;
- k) The Indiana Department of Insurance must license the insurance company to do business in the State of Indiana unless otherwise approved by SJC;
- l) Certificates of insurance and any subsequent renewals, must reference Leaf Collection and Disposal services;
- m) SJCR shall agree to provide summaries of current insurance policies if requested to verify compliance with these insurance requirements;
- n) SJCR shall not commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to SJC as to form and content has been filed with SJC. The Accord Certificate of Insurance or a pre-approved substitute is required form in all cases where reference is made to a certificate of insurance or an approved substitute;
- o) SJCR shall comply with the Occupational Safety and Health Act of 1970 and any other laws that may apply to this Contract;
- p) SJCR shall, at a minimum, apply risk management practices accepted by SJCR's industry.

32. **Indemnification:** SJCR agrees to indemnify, defend and save harmless the SJC, the St. Joseph County Council, the St. Joseph County Board of Commissioners, and SJC agents, attorneys, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or any other entity arising from any negligent act or omission or willful misconduct of SJCR, or any of SJCR's agents, SJCRs, servants, employees, officers, from and against all costs, attorney fees, expenses and liabilities incurred for any and all such claim or proceeding brought thereon.

33. **Access & Audits:** SJCR shall maintain the required program reports of the collection services performed by the SJCR during the contract year for proof of services for payment purposes only. Records must be maintained until the final payment has been received for the current program season. During the term hereof, SJC shall maintain records of SJCR's fuel usage and provide records monthly to SJCR by fuel key ID. SJC shall have the right to review the required program reports maintained by SJCR pursuant to this Contract upon 10 business day's written notice. In addition to the above, the SJC shall be entitled upon request to receive from SJCR gps records or documents maintained by SJCR to perform such audits or investigations reasonably calculated to verify fuel usage and collection services provided for under this Contract. SJC will pay for all costs of record delivery at fair market value copy rates based on FedEx copy center rates at the time of the request plus required clerical time at \$ 25.00 per hour.

34. **Notices:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered by certified mail with signature required, postage prepaid as follows:

As to SJC:
 St. Joseph County, Indiana
 c/o Pres, St. Joseph County BOC
 County City Building
 227 W. Jefferson Blvd. South Bend, IN 46601

With a copy to:
 Jamie C. Woods, Esq.
 St. Joseph County Attorney
 420 Lincoln way West
 P.O. Box 1210, Mishawaka, Indiana, 46546-1210

As to SJCR:

St Joe County Recycling, L.L.C.
Attn: Chris Rose, Manager
1657 Commerce Drive, Suite 1705, South Bend, IN 46628

Notices shall be effective upon delivery with signature as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

35. **Default:** Rights and Remedies Upon Default by SJCR: If SJCR is in Default of any term, provision or requirement of this Contract, SJCR shall have ten (10) business days after receipt of written notice by SJC to cure the Default per the terms and conditions of this agreement only. If the Default is not corrected in a timely fashion to the terms of this agreement, this Contract may be immediately terminated or suspended or this Contract may be continued in force and SJC shall have the right to take whatever action at law or in equity deemed necessary or desirable to recover SJC's damages caused by the breach. The losing party shall pay all costs, including reasonable attorney's fees in the event of any lawsuit, litigation and/or appeals.

36. **Equal Employment Opportunity, Title VI, Civil Rights Act of 1964, St. Joseph County Human Rights Ordinance, and Americans with Disabilities Act Compliance:**

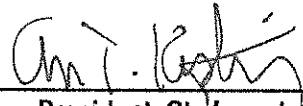
Equal Employment Opportunity: SJCR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. SJCR shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.


Title VI, Civil Rights Act of 1964, St. Joseph County Human Rights Ordinance, and Americans with Disabilities Act Compliance: During the performance of this Contract, SJCR, for itself, its assignees and successors in interest agrees as follows:

- (a) *Compliance with Regulations:* SJCR shall comply with the regulations relative to non-discrimination in federal and state programs along with St. Joseph County's Human Rights Ordinance, which are incorporated by reference and made a part of this Contract.
- (b) *Non-Discrimination:* SJCR, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, disability, national origin, or any other protected class in the selection and retention of subcontractors, including procurement of materials and leases or equipment. SJCR shall not participate either directly or indirectly in the discrimination prohibited by any Federal, State or Local law.
- (c) *Solicitations for Subcontracts, Including Procurement of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by SJCR for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by SJCR of SJCR's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, disability, national origin or any other protected class.
- (d) *Information and Reports:* SJCR shall provide all information and reports required by any Federal, State or local directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by SJC to be pertinent to ascertain compliance with any Federal State or Local law.
- (e) *Sanctions for Non-Compliance:* In the event of SJCR's non-compliance with the non-discrimination provisions of this Contract, SJC shall impose appropriate sanctions, including, but not limited to:
 - (i) Withholding of payments to SJCR under the Contract until SJCR complies, and/or

- (ii) Cancellation, termination, or suspension of the Contract, in whole or in part, at the sole discretion of SJC.
37. **E-Verify:** SJCR, and all subcontractors acting on behalf of SJCR, shall submit E-Verify Certifications to SJC as part of this Contract.
38. **Governing Law & Venue:** This Contract shall be governed by and interpreted under the laws of the State of Indiana. Any dispute between SJC and SJCR shall be maintained in the Circuit or Superior Courts of St. Joseph County, Indiana.
39. **Compliance with Laws:** SJCR shall conduct operations under this Contract, and all services related thereto, in compliance with all applicable federal, state and local laws.
40. **Severability:** The invalidity, illegality, or non-enforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.
41. **Transfer & assignment:** SJCR may assign and/or transfer rights in whole or part without the express written consent of SJC.
42. **Modification:** This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a written amendment executed by both parties.
43. **Independence of Parties to Agreement:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting SJCR as the agent, representative or employee of SJC for any purpose whatsoever. SJCR is to be and shall remain an independent SJCR with respect to all services performed under this Contract.
44. **Binding Effect:** This Contract shall inure to the benefit of and shall be binding upon SJCR, SJC and their respective successors and assigns, subject, however, to the limitations contained in this Contract.
45. **Time is of the Essence:** Time is of the essence of this Contract with respect to the obligations of both parties hereunder.
46. **Counterparts:** This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
47. **Captions; Designations:** The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract. Whether the context of this Contract requires, the masculine gender includes the feminine or neuter and the singular number includes the plural.
48. **Representations:** The parties signing this Contract warrant that they have been authorized to do so by the St. Joseph County Board of Commissioners. SJCR shall provide to SJC written authorization by the appropriate officer that SJCR is authorized by the governing body of the corporation to enter into this Contract and to be bound by its terms and obligations.
49. **Recitals:** The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

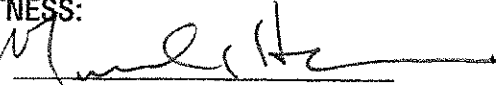
ST. JOSEPH COUNTY, INDIANA

By: 
Title: President, St. Joseph County
Board of Commissioners

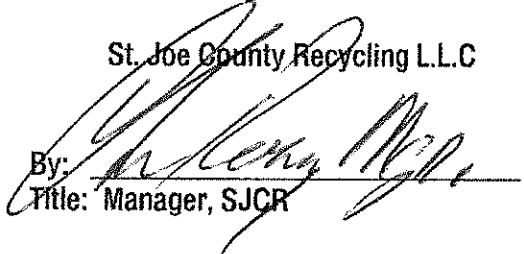
By: 
Title: Vice President, St. Joseph County
Board of Commissioners

By: _____
Title: Member, St. Joseph County
Board of Commissioners

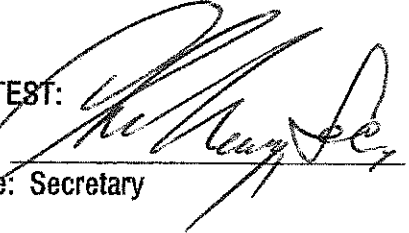
WITNESS:

By: 
Title: Auditor, St. Joseph County

St. Joe County Recycling L.L.C

By: 
Title: Manager, SJCR

ATTEST:

By: 
Title: Secretary

2018 St Joe County Recycling Program Rental Rates

LI	Item Description	GVW	Per Hour PTP / 1 Yr	Per Hour PTP / 5 Yr	Per Hour PTP / 10 / Yr	Comments/Details
1	Staff not included					
2	LD Trk/Van w/POS Video Systems	6,000	\$89	\$59	\$41	Scout Vehicle with GPS Mapping
3	72 Passenger Curb Crew Bus/Other	12,000	\$89	\$76	\$53	Crew Transport
4	Medium Duty Truck	25,999	\$119	\$101	\$71	Vac Tow Vehicle
5	Heavy Duty Truck	33,000	\$129	\$110	\$77	Vac Tow Vehicle
6	Hooklift	33,000	\$149	\$127	\$89	Transport 20/30 CYD Containers
7	Heavy Duty Truck	65,000	\$189	\$161	\$113	Material Transfer/Transport
8	Hooklift	65,000	\$189	\$161	\$113	Transport 30-52 CYD Containers
9	Semi Tractor with Tandem Wet Kit	65,000	\$189	\$161	\$113	Moving Floor Transfer Trailer or Lowboy
10	Automated Vac	33,000	\$295	\$251	\$177	20 cubic yards
11	Automated Vac	65,000	\$495	\$421	\$297	25-30 cubic yards
Trailers - Staff Not Included						
13	Light Duty Trailer	10,000	\$29	\$25	\$17	Fall Clean-up Equipment
14	Medium Duty Trailer	24,000	\$39	\$33	\$23	General Utility Trailer
15	Heavy Duty Double Lowboy	80,000	\$49	\$42	\$29	Dozers/Wheel Loaders
16	Moving Floor Transfer Trailer	80,000	\$69	\$59	\$41	
17	ALC25TM Diesel Vac	24,000	\$189	\$161	\$113	Self Contained Leaf Vac 25cyd Box
18	SCM800TM Diesel Vac	33,000	\$229	\$195	\$137	Self Contained Leaf Vac with 30cyd Box
19	Leaf Loaders	6,000	\$149	\$127	\$89	Tow Behind Vacs
Equipment - Staff Not Included						
21	Leaf Containers	15 cyd	\$25	\$21	\$15	Paired with Trucks/Rentals based on 8hrs min
22	Leaf Containers	30 cyd	\$39	\$33	\$23	Paired with Trucks/Rentals based on 8hrs min
23	Leaf Containers	40 cyd	\$49	\$42	\$29	Paired with Trucks/Rentals based on 8 hrs min
24	Skid Mounted ALC25SM	25 cyd	\$249	\$212	\$149	Skid mounted vac
25	Skid Mounted SCM800SM	25cyd	\$295	\$251	\$177	Automated skid mounted vac
26	Z3 Blower	9900cfm	\$59	\$50	\$35	Hydrostatic Curb Blower
27	Tip Site Dozer	12,000	\$149	\$127	\$89	JD650G LGP
28	Tip Site Wheel Loader	6cyd	\$249	\$212	\$149	6 cyd Wheel Loader/+300% efficient than 3cyd bucket
Traffic Control Cones						
30	18" w/ 3M Reflective Tape	Each	\$1.00	\$0.65	\$0.60	
31	28" w/ 3M Reflective Tape	Each	\$2.00	\$1.70	\$1.20	
32	36" w/ 3M Reflective Tape	Each	\$3.00	\$2.55	\$1.80	
Staff Rates (M-F/8a-5p)(1.5x Overtime & Sat)(2x Sun)(3x Holidays)						
34	Rakers		\$39	\$55	\$49	May be used to assist with Traffic Maintenance
35	Vac Boomers		\$45	\$63	\$56	May be used to assist with Traffic Maintenance
36	Scout (Non-conformances/POS Tech)		\$39	\$55	\$49	LDT/Van/May also be used for Traffic Maintenance
37	Non-CDL Truck Driver Chauffeur		\$45	\$63	\$56	Crew Bus
38	Shop Technician		\$89	\$125	\$111	Mechanic
39	Mobile Technician		\$99	\$139	\$124	Road Mechanic
40	CDLC		\$39	\$55	\$49	Non CDL Commercial Driver
41	CDLB		\$55	\$77	\$69	Drive trucks without trailers over 26,000 pounds
42	CDLA		\$65	\$91	\$81	Drive Trucks/Trailers of all type determined by Class type
43	Operators/Dozers/Wheel Loaders		\$60	\$84	\$75	Tip/Transfer Site Heavy Equipment Operators
44	CDLA/Operators		\$75	\$105	\$94	Function as CDLA Driver & Heavy Equipment Operator
Tip Site Transfer Rates (All Tip Site Users charged Transfer Trip Fees + Disposal Fees for every Load)(Transfer Fee is per 12cyds rounded up/Min 12cyds)						
46	Clay	Dry	\$50			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
47	Harris	Dry	\$80			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
48	Penn	Dry	\$80			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
49	German	Dry	\$30			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
50	Centre	Dry	\$95			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
51	Portage	Dry	\$60			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
52	Greene	Dry	\$75			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
53	Warren	Dry	\$75			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
54	Union	Dry	\$120			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
55	Liberty	Dry	\$120			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
56	Lincoln	Dry	\$150			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
57	Madison	Dry	\$200			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
58	Olive	Dry	\$85			(Dry rate is doubled for wet/frozen from Dec 1st thru May 15th due to weight increase due to moisture content)
Disposal Rates (Rounded up to next 25 cyds/Min 25cyds)						
60	LOOSE/Curb Loose Leaf (W x L x H / 27)	CYDS	\$1.95	\$1.95	\$1.95	
61	DRY Compacted/Mulched/Cntainer Size	CYD	\$3.91	\$3.91	\$3.91	
62	WET/FROZEN Compacted(Dec 1st - May 15th)	CYDS				(Dry rate is doubled for wet/frozen during this period due to 200% weight increase due to moisture content)

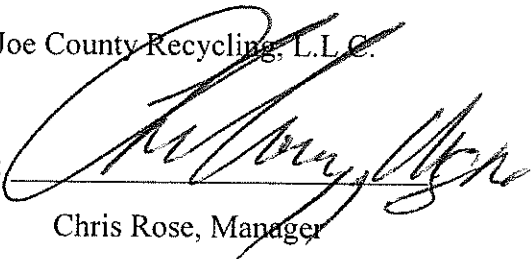
- 63 Rate sheet applies to all Program charges not included in work scope
- 64 All rates are separate/Staff Not included except as noted
- 65 Equipment Rate increases 4.5% compounded Annually Jan 1st
- 66 Labor Rate increases 7.5% compounded Annually Jan 1st
- 67 Bills past due / unpaid after one billing cycle
- 68 Past due bills incur \$35 or 2% outstanding balance whichever is greater
- 69 Client agrees to pay collection/interest charges accrued/Service may be stopped w/out notice.
- 70 Fuel is not included in any rate listed here.
- 71 PTP = Portal to Portal - 2 hrs for Maintenance/Mobilization

Certificate of Participation
In Federal Work Authorization Program

This will affirm that St Joe County Recycling, L.L.C. has registered for and is participating in the Federal Work Authorization Program to verify information for all new employees. All documents and records of this verification process shall be retained for a period of three years following completion or termination of this contract.

St Joe County Recycling, L.L.C.

By: _____


Chris Rose, Manager