

ATTACHMENT A
(Dated August 2017, Version 2.0)

Baltimore County agrees to sell and transfer recyclable commodities to the Buyer in accordance with this Attachment, the specifications in the pricing request and the Recyclable Material Pricing Sheet (“Pricing Sheet”) approved by the County. This Attachment, the specifications and the Pricing Sheet will govern all items purchased by the Buyer from the County during the term of this Agreement.

MATERIALS. The Buyer shall purchase from the County various materials generated from the County's Central Acceptance Facility (“CAF”) in Cockeysville, MD, as more fully described in the pricing request.

PRICES. The Buyer shall pay the price as bid and accepted by Baltimore County. All payments must be made in U.S. dollars. All prices are F.O.B. CAF.

BILLING AND PAYMENT. Unless credit is extended by the County, payment in full by cash, cashier's, certified check or wire transfer is due prior to pickup. If credit is extended, the County shall bill the Buyer. Payment will be due within thirty (30) days of receipt of the County's invoice. Late payments will be assessed an eighteen percent (18%) per annum service charge. Failure to pay invoices within thirty (30) days may result in loss of Buyer's credit privileges, and/or further legal action.

INSPECTION. Within 15 days of receipt by the Buyer of any load (or within 15 days of delivery to the final destination in the case of exports), the Buyer shall inspect same and immediately notify the County if the quality of the material does not substantially comply with the Specifications. Failure to so notify the County in writing of any defects within the 15 day period described above shall constitute conclusive proof that the materials substantially comply with the Specifications. In the event that the Buyer, within the 15 day period described above, discovers that a load contains Prohibited Materials (as defined in the Specifications), the Buyer may reject and return the entire truckload at the County's expense. If the load otherwise does not substantially comply with the Specifications, the Buyer may reduce the price of the load in proportion to the amount of material failing to meet the Specifications. The Buyer must provide information to the County (photos, load percentages, etc.) with any rejections or downgrading.

INSURANCE. The Buyer and their contracted parties, shall have and maintain insurance as required by the County (See Attachment B) in the amount of \$500,000 for General and Automotive Liability as well as Workers Compensation and Employers Liability insurance. Failure to have and maintain insurance voids the ability to bid.



ATTACHMENT B

BALTIMORE COUNTY, MARYLAND INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

ATTACHMENT C

SAMPLE RECYCLABLE COMMODITY PRICING SHEET

Except as otherwise expressly provided in this Pricing Sheet, all other terms and conditions for this sale, including the pricing request and Attachment A will remain the same

PRICING SHEET

Buyer:

Date:

Term of Pricing Sheet:

County's Delivery Location: County's Central Acceptance Facility, Cockeysville, MD

Commodity (ies):

Price(s) of Commodity (ies):

Estimated Quantity of Material to be provided during the Term:

Contractor's Representative Name: _____

Contractor's Representative's Title: _____

Contractor's Representative's Signature: _____

Baltimore County, Maryland

By (Printed and Signature): _____

Title: _____