

The following is provided for information purposes only and is not to be considered an addendum to the bid specifications.

## SOLID WASTE COLLECTION AGREEMENT

**THIS AGREEMENT** is made and entered into this 21st day of September, 2006, by and between **COLUMBIA COUNTY**, a political subdivision of the State of Florida, by and through its **BOARD OF COUNTY COMMISSIONERS** ("County"), and **WASTE PRO OF FLORIDA, INC.** ("Collector").

### **WITNESSETH:**

For and in consideration of the mutual benefits to flow from each to the other, the County and the Collector agree as follows:

### **SECTION I: DEFINITIONS**

- A. **Authorized Representative:** Any representative of the County, whether or not a County employee, designated as the County authorized representative for the purposes of this Contract either in a provision of the Specifications or in written communication from the County Manager to the Collector.
- B. **Bags:** Biodegradable or plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted from the tip, securely tied at the top for collection, with a capacity not to exceed 32 gallons and a loaded weight not to exceed 40 pounds.
- C. **Basic Service:** Means Residential Service in the form of once per week curbside solid waste collection and disposal, once per week yard waste collection and disposal, and once per week recycling collection.
- D. **Biohazardous Waste:** Shall mean any solid, waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids and other materials which in the opinion of the Florida Department of Natural Resources, Environmental Protection Division, represent a significant risk of infection to persons outside the generating facility.
- E. **Biological Waste:** Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to biohazardous waste, disease or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

- F. **Bulky Waste** means large items of solid waste, such as furniture, large auto parts, and trees and branches longer than four (4 ) feet or more than four (4 ) inches in diameter.
- G. **Clean Debris:** Shall mean any solid waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes contaminated concrete, including embedded pipe or steel, brick, glass, ceramics and other wastes designated by the County.
- H. **Collector or Vendor:** The person, firm corporation, organization or agency with whom the owner has executed a contract for performance of the work or supply of equipment or materials or his duly authorized representative.
- I. **Commercial Establishment** means improved real property utilized by a for-profit or not-for-profit business enterprise, including but not limited to residential and commercial uses combined in one living unit, motels, hotels, trailer camps, stores, office building, public buildings, churches, restaurants, service stations and garages, laundries and cleaning establishments, manufacturing and other industrial establishments.
- J. **Commercial Waste** means garbage and refuse yard waste.
1. **Garbage** means all kitchen food and table waste, animal or vegetable waste that is attendant with or results from the preparation, cooking or storage, handling of food materials, including by-products of the preparation or packaging of such foods or other matter.
  2. **Refuse** means every accumulation of rubbish, such as paper, sweepings, dust, rags, bottles, cans, or other waste material of any kind usually attendant to a commercial establishment.
- K. **Construction and Demolition Debris:** Shall mean materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project; and including rocks, soils, tree remains, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Mixing of construction and

demolition debris with other types of solid waste, including materials from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction or demolition debris.

- L. **Contract or Agreement:** The Contract executed by the Owner and the Collector for performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- M. **County** means Columbia County, a political, subdivision of the state of Florida, acting through the Board of County Commissioners or its designee. When used in the context of a geographical area, the term "County" means all unincorporated areas of Columbia County on the date of the execution of this agreement subject to alteration only under the provisions of Section II, B.
- N. **Curbside:** Means the area within 10 feet of the edge of the roadway, except where practical, whether the road is publicly or privately maintained. Curbside shall include any area up to ten (10) feet of a maintained road right of way if such road is undergoing construction. "Curbside pickup" or service "at the curb" shall mean that area at a residence that is reasonably accessible to the Collector. Provided, however, Collector shall travel a privately maintained road only upon the request of the property owner and agreement of Collector that the private road is reasonably accessible and safe for that purpose.
- O. **Delinquent Accounts:** Means all accounts billed by Contractor which are not paid in full by the thirtieth (30th) day following the date shown on the bill rendered for solid waste collection service.
- P. **Disabled:** Disabled households are any household occupied by a single individual that is disabled or a household occupied by two or more individuals, none of which reasonably be expected to transport garbage from household to curb for collection. A person or persons claiming disability shall have a doctor's statement to verify such disability.
- Q. **Disposal Site** means a duly permitted depository for the processing or final disposal of garbage, refuse, yard waste or commercial waste, as designated by the County.
- R. **Domestic Household Unit:** Means any single-family dwelling, and the yard and premises upon which the unit is located.

- S. **Garbage Can:** Shall mean a plastic or metal container that does not exceed thirty-two (32) gallons in capacity or forty (40) pounds in weight, that is durable, rust-resistant, non-absorbent, water tight rodent proof, and shall have handles and tight fitting covers. Plastic bags may be used if they are sealed plastic bags not less than one and one-half (1-½) mills in thickness and a capacity of not more than thirty-two (32) gallons.
- T. **Hazardous Waste:** Means any solid waste, ( even though it may be part of a delivered load of waste) which:
1. Is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to the Resource Conservation and Recovery act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or
  2. Contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq., as amended and the regulations promulgated thereunder; or
  3. Contains a "reportable quantity" of one or more "hazardous substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated thereunder; or
  4. Contains a radioactive material the storage or disposal of which is subject to state or federal regulation, means any hazardous, toxic, or radioactive waste or substance as defined by applicable federal, state, or local laws, ordinances, or regulations.
- U. **Household Furniture:** Shall mean all movable compatible articles or apparatus such as chairs, table, sofas, mattresses, etc., for equipping a house.
- V. **Industrial Wastes:** Shall mean any and all debris and waste products generated by manufacturing, food processing (except restaurants), land clearing, any commercial shrubbery or tree cuttings, building construction or alteration (except do-it-yourself projects) and public works type construction projects whether performed by a government unit or by contract.

- W. **Infectious Waste:** Shall mean those wastes which may cause disease or may reasonable be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- X. **Landfill:** Shall mean a duly permitted depository for the processing or final disposal of garbage, refuse, trash, or commercial waste, as designated by the County.
- Y. **Living Unit:** Means a domestic household unit, duplex or multiple dwelling.
- Z. **Multiple Dwelling Units** means all places of abode other than domestic household units or duplexes, having three or more residential as condominiums, units, such hotels, tourist apartments, motels, rooming houses, homes, mobile home parks, cluster housing, and the yards and premises upon which they are located, but not including public dining areas attached to multiple dwellings.
- AA. **Non-Mechanical, Containerized Business** means any commercial establishment which does not generate more than four (4) loose yards of garbage and/or yard waste per week.
- BB. **Owner or County** means Columbia County, a political subdivision of the State of Florida, acting through the Board of County Commissioners or its designee. When used in the context of a geographical area, the term "County" means all unincorporated areas of Columbia County on the date of the execution of this Agreement subject to alteration only under the provisions of Section II, B.
- CC. **Refuse:** Shall mean every accumulation of rubbish, such as paper, sweepings, dust, rags, bottles, cans and other discarded matter, excluding recyclable materials.
- DD. **Residential Units:** All domestic household units, duplexes, and multiple dwellings, but does not include residential and commercial uses combined in one Living Unit.
- EE. **Residential Service:** Shall herein refer to the collection and disposal service provided to persons occupying residential property not otherwise receiving commercial service.

- FF. **Roll-Off Service** means the servicing of any solid waste container from fifteen (15) to forty-five (45) cubic yards capacity by which the container and its waste contents are taken off by the Collector and an empty container is left in its place, as well as the sale, lease or rental of such containers, including roll-off/compactors.
- GG. **Solid Waste** means all household waste and commercial waste, but excludes all special or hazardous waste.
- HH. **Special Waste** means any waste (even though it may be part of a delivered load of other solid waste) which is described as Special Waste in Exhibit A hereto.
- II. **Uniform Level of Service:** Shall mean any and all garage and trash which conforms to the preparation and storage requirements of this Contract.
- JJ. **Vehicles:** Any vehicle which is not in violation of any provision of this Contract.
- KK. **White Goods:** Includes inoperative and discarded refrigerators, ranges, water heaters, freezers, small air condition units, and other similar domestic and large appliances.
- LL. **Yard Waste:** Every waste accumulation feasible to be placed in cans or to be containerized, such as, lawn grasses shrubbery cuttings or clippings, and dry leaf rakings. Tree branches, bushes or shrubs, green leaf cuttings, and shrubbery shall be collected providing that it is tied and bundled and does not exceed four (4) feet in length or four inches in diameter nor be greater than forty (40 ) pounds in weight for any bundled piece or segment; excluding; however, waste, debris, and material accumulated from land clearing the alteration and construction of buildings, residences, apartments, roads and other structures and materials of a weighty or bulky nature.

## SECTION II: EXCLUSIVE FRANCHISE

- A. **Rights Conferred:** This Agreement is entered into for the purpose of promoting the health and welfare of the citizens of Columbia County. It confers upon the Collector the exclusive right to collect solid waste, and residential yard waste including Household

Waste from all residential units in the unincorporated area of the County except as provided by this Agreement or any applicable law or ordinance. These rights are granted upon the condition that the Collector shall provide the necessary capital, equipment, management, and personnel to provide these services adequately. The grant of these rights is further subject to the condition that the Collector comply with all requirements of this Agreement. This Agreement shall become effective on October 1, 2006 and shall supersede all prior agreements for residential solid waste collection in the County. Specifically, it shall supersede and replace residential service required in that certain franchise agreement of September 17, 1998.

- B. **Territory:** The grant of rights under this Agreement shall extend to the entire unincorporated area of the County on the date of execution of this Agreement, notwithstanding the annexation of any portion of that area by a municipal corporation subsequent to the execution of this Agreement. However, the County agrees to release from the territory covered by this Agreement, at the Collector's option any area annexed by a municipal corporation subsequent to the, execution of this Agreement in the event that the Collector and the municipal corporation with jurisdiction over the annexed area shall enter into a contract whereby the Collector is authorized to collect the solid waste. The County and the Collector agree that such a release shall not be a condition imposed by the County for any adjustment of rates as authorized under this Agreement.
- C. **Commencement Date:** The commencement date for the services referenced in Section IV to be performed by the Collector under the terms hereof shall be the first day of October, 2006.

### **SECTION III: TERM**

The term of this Agreement shall be for five (5) years from commencement date (October 1, 2006) through September 30, 2011. Up to one hundred eighty (180) days prior to the end of the initial term or any renewal term of this Agreement, Collector shall notify the County of pending expiration of this Agreement. This Agreement may be renewed for no more than one (1) successive period of five (5) years upon the same terms and conditions as the terms then in force upon written agreement of the parties. At least three (3) months prior to the end of the term, the Collector may present to the County or its designee a proposed new agreement that shall include all relevant terms so that a written agreement incorporating all terms then in effect may be executed by the parties. Upon the failure to execute such a document, this Agreement shall terminate at the end of the original term or any extension thereof, as the case may be. This provision shall not be construed in any manner to require either party to renew this Agreement beyond the initial five (5) year period.

### **SECTION IV: GENERAL PROVISIONS ON COLLECTION SERVICES**

## FOR RESIDENTIAL WASTE

**Collector's Responsibilities:** All residential solid waste and yard waste in the County shall be collected by the Collector as an independent contractor of the County. The Collector shall collect the solid waste and yard waste and dispose of it as provided under this Agreement, except as follows:

- A. **Description of the Work - Solid Waste:** The Collector shall provide residential solid waste collection services within unincorporated areas of Columbia County. This work will be restricted to residential service only. It will not include commercial, industrial or institutional solid waste collection. Basic Service, shall be billed by the County. The Collector shall be responsible for the billing and collection of fees for residential service other than basic service. The Collector shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and things necessary to maintain the standard of collections and disposal set forth herein.
1. **Frequency. TWICE PER WEEK GARBAGE –** The Collector shall provide twice per week curbside solid waste pickup to residential units within the unincorporated area of the County requesting such service. **ONCE PER WEEK GARBAGE -** The Collector shall provide once per week curbside solid waste pickup to those residential units within the unincorporated area of the County. The Collector may also provide back door service for those residential customers that elect to receive it at a rate negotiated between the customer and the Collector and approved by the County. The Collector shall provide once per week back door service to those residential customers that meet the disability requirements referenced in Section I, paragraph P, at no additional charge. The Collector shall provide residential service at rates established under this Agreement unless otherwise authorized.
  2. **Protection of Adjacent Property and Utilities:** The Collector shall conduct his work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Collector shall take cognizance of all existing utilities and it shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation. Failure by the Collector to repair legitimate damage within twenty-four (24 ) hour notice of such damage shall subject the Collector to administrative charges

referenced in Exhibit C of this Agreement.

3. **Spillage:** The Collector shall not litter or cause any spillage to occur upon the premises or the rights of way wherein the collection shall occur. The Collector may refuse to collect any solid waste that has not been prepared for collection, as provided herein. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Collector, the Collector shall promptly clean up all spillage. Failure by the Collector to clean-up spillage within twenty-four (24) hour notice of such spillage shall subject the Collector to administrative charges referenced in Exhibit C of the Agreement.
4. **Disposal Site:** As a material consideration for the County entering into this Agreement it is agreed all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Collector. Verification of source of load and weight ticket shall be required by the County on a quarterly basis unless prior approval by the County has been granted. Any solid waste hauled to the disposal site by the Collector that is not generated in the County and not covered under the terms of this Contract will subject the Collector to a severe penalty. See Section X, C-1 & 2, PENALTIES.
5. **Residential Collection Service:**
  - 5.1 The Collector shall collect and dispose of all solid waste, except special waste (not including white goods and household furniture), infectious waste, hazardous waste, biohazardous waste, biological waste and sludge, from all single family homes, multi-family units of four (4) or less units under common ownership and individual mobile homes.
  - 5.2 **Frequency of Collection:** The Collector shall provide Basic by collecting from places of residence within the Contract collection area one (1) time per week. Additional services may be requested by the customer.
  - 5.3 **Hours of Collection:** Collection shall begin no earlier than 7: 00 a. m. and shall cease no later than official sunset. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Collector has received prior approval

from the County, to be later evidenced by a written memorandum confirming the approval. No collection shall occur on Sundays except in a time of emergency.

**5.4 Point of Pickup of Residential Garbage:**

Collections of residential garbage shall be at curbside or other such locations as will provide ready accessibility to the Collector's collection crew and vehicle. In the event Collector is requested to travel upon a privately maintained road for curbside pick up the property owner shall be required to execute a request and release form as shown in Exhibit "B."

The Collector shall collect at curbside all white goods and household furniture within three (3) days of notification. For purposes of disposal, the Collector shall keep all white goods separate from other solid waste. The customer may be encouraged through educational literature provided by the Collector to notify the Collector at least three (3) days prior to placement of white goods and furniture at curbside. The Collector shall provide two (2) collections annually for white goods and/or furniture at no additional charge to the subscriber. The number of items shall not be restricted. After having provided two (2) collections at a single residence or location, the Contractor shall be allowed to charge a maximum rate of \$10.00 (per item) for the collection of white goods and/or furniture. The County shall waive all tippage fees for the disposal of said items. The Collector shall bill and collect for rendering such service.

**5.5 Receptacles:** The Collector shall be required to pick up all garbage, rubbish, household furniture and white goods generated from residential units which have been properly prepared and stored for collection as follows:

All garbage, and rubbish shall be placed in thirty-two (32) gallon containers and shall be placed at curbside or at such other single collection point as may be agreed upon by the Collector and the customer. Usual household yard waste, such as, shrubbery prunings, pine straw, grass clippings and leaves will be containerized in disposable containers such as biodegradable or plastic bags and/or placed in a separate garbage container for collection. Non-containerized yard waste shall be collected providing that it is tied and bundled and does not exceed four (4)

feet in length or four (4) inches in diameter, nor be greater than forty (40) pounds in weight for any piece or segment of such materials. Household furniture and white goods need not be containerized.

- 5.6 **Method of Collection of Residential Garbage:** The Collector shall make collections with a minimum of noise and disturbance to the householder. The Collector shall try to place and/or return receptacles as requested by the homeowner. Any garbage or yard waste spilled by the Collector shall be picked up immediately by the Collector. Garbage receptacles shall be handled carefully by the Collector, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection.
- 5.7 **Semi Annual Cleanup Service:** The Collector shall provide Semi-Annual Cleanup Service during the Spring and Fall seasons for the duration, or any extension hereof this Agreement. The Collector will place roll off containers in up to five (5) separate locations as designated by the County, one location at a time, for a total of up to five ( 5) consecutive weeks. The Collector will incur all costs, except disposal costs, during each said five (5) week period.

6. **Schedules and Routes:**

- 6.1 The Collector shall provide the County with maps and schedules for all collection routes and keep such information current at all times. If any change in the collection routes occurs, then the County shall be immediately notified in writing. The County shall approve all permanent changes in routes or schedules that alter the day of pick up. Upon approval of the County, the Collector shall notify each resident affected at least seven (7) days prior to the effective date of the change and the Collector shall publish a notice in a newspaper of general circulation at least ten (10) days prior to the effective date of such route or schedule change. The cost of publication shall be borne solely by the Collector.
- 6.2 The County reserves the right to deny Collector's vehicles access to certain streets, alleys and public ways inside the County en route to the disposal site where it is in the interest of the general public to do so because of the condition of the streets or bridges. The collector shall not interrupt the regular schedule or quality of

service because of street closure less than eight (8 ) hours in duration. The County shall notify the Collector of street closures of longer duration and arrangements for service will be made in a manner satisfactory to collector and County. Customers under this Contract shall receive reasonable notification of the schedules provided by the Collector prior to commencement of service. Only local truck routes shall be used in transit, unless used specifically for the purpose of collection.

6.3 **Storm:** In case of a storm, the County may grant the Collector reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Collector shall advise the County and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm where it is necessary for the Collector and the County to acquire additional equipment and to hire extra crews to clean the County of debris and yard waste resulting from the storm, the Collector shall be required to work with the County in all possible ways for the efficient and rapid cleanup of the County. The Collector shall receive extra compensation above the Contract Agreement for additional men, overtime, and cost of rental equipment, provided he has first secured prior written authorization from the County. The total cost for such service shall be based on rates jointly agreed to by the County and the Collector.

6.4 **Holidays:** The County agrees to exempt residential collection from the Schedule of Collections on the following holidays: New Years Day Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Reasonable notice shall be given to Residential customers prior to those occasions when the Collector chooses to grant a holiday to his employees. Collection will be made for those customers who are missed due to a holiday within the same work week.

7. **Collection Equipment:**

7.1 The Collector shall have on hand at all times and in good working order such equipment as shall permit the Collector to adequately and efficiently perform its contractual duties. Equipment shall be from nationally known and recognized manufacturers of garbage collection and disposal equipment. Residential collections

equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Collector shall have available reserve equipment used by the Collector to perform the contractual duties. Equipment is to be painted uniformly with the name of the Collector, business telephone number and the number of the vehicle in letters not less than five inches high on each side of the vehicle. All vehicles shall be numbered and record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except events sponsored by the County.

8. **Special waste, infectious waste, hazardous waste, biohazardous waste, biological waste and sludge.**

8.1 The Collector shall not be required to collect and dispose of special waste (except white goods and household furniture), infectious waste, hazardous waste, biohazardous waste, biological waste or sludge, but may offer such service in the service area. All such collection and disposal for those types of waste in this section, when done by the Collector, shall be in strict compliance with all federal, state and local laws and regulations.

B. **Description of the Work - Yard Waste:** The Collector shall collect all yard waste as defined in Section I (paragraph NN) from all single family homes, multi-family units of four (4) or less units under common ownership and individual mobile homes within Columbia County.

1. **Frequency of Collection:** The Collector shall collect yard waste from residences within the service area at least one (1) time per week.
2. **Hours of Collection:** Collection shall begin no earlier than 7:00 a.m. and shall cease no later than official sunset, provided that in the event of emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the County.
3. **Point of Pickup of Yard Waste:** Collection of yard waste shall be at curbside or other such locations as will provide ready accessibility to the Collector's collection crew and vehicle. If an appropriate location cannot be agreed upon, the County shall designate the location.

4. **Preparation of Yard Waste for Collection:** The Collector shall pick up all yard waste generated from residential units which has been properly prepared and stored for collection as follows:

Yard waste shall be placed in biodegradable or plastic bags at curbside or at such other single collection point as may be agreed upon by the Collector and the customer. The yard waste shall also be free of paper, plastic, metal, glass and other contaminants prior to placement in the vehicle. Non-containerized yard waste shall be collected providing that it is tied and bundled and does not exceed four (4) feet in length or (4) inches in diameter nor be greater than forty (40) pounds in weight for any bundled piece or segment. Yard waste exceeding these dimensions and weight shall be collected by a special service at an additional reasonable fee which shall be arranged and agreed between the customer and the Collector.

5. **Method of Collection of Yard Waste:** The Collector shall make collections with a minimum of noise and disturbance to the householder. Any yard waste spilled by the Collector shall be picked up immediately by the Collector.
6. **Vacant Lots:** The Collector shall not be required to collect yard waste from maintenance of vacant lots. It will not be the responsibility of the Collector to remove yard waste resulting from clearing property for building purposes.
7. **Standards for Yard Waste Collections:** The Collector shall provide sufficient manpower and equipment to provide scheduled weekly pickup of yard waste to all units in the collection area, as defined by this Agreement. Yard waste will be containerized as provided in specifications.
8. **Routes:** The County reserves the, right to deny Collector's vehicles access to certain streets, alleys and public ways inside the County to the disposal site where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Collector shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The County shall notify the Collector of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Collector and County. Customers under this contract shall receive reasonable notification of the schedules provided by

the Collector prior to commencement of service. Only local truck routes shall be used in transit, unless specifically used for the purpose of collection.

9. **Yard Waste Disposal:** As a material consideration for the County entering into this Agreement it is agreed the Collector shall haul yard waste to the County's Class III site or other such site as directed by the County.
10. **Equipment:** The Collector shall have on hand at all times and in good working order such equipment as shall permit the Collector to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of collection and disposal equipment. Collection vehicles shall be of the closed loader packer type or other vehicle designed to allow for efficient collection of yard waste. The equipment shall be kept in good repair, appearance, and in clean condition at all times. The Collector shall have available reserve equipment which can be put into service within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Collector to perform the contractual duties. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles except for the promoting the yard waste program.

#### **SECTION V: GENERAL PROVISIONS ON COLLECTION SERVICES FOR COMMERCIAL WASTE**

- A. **Collector's Responsibilities:** All commercial solid waste in the county shall be collected by the Collector as an independent contractor of the County. The Collector shall collect the solid waste and dispose of it as provided under this Agreement, except as follows:
  1. **Special and Hazardous Waste:** The Collector shall not be required to collect or dispose of special waste or hazardous waste as defined in this Agreement. Collector may, subject to negotiation of an acceptable Special Waste Agreement with customers, collect special waste in the County.
  2. **Special Handling:** Collector shall be not required to collect solid waste which is subject to special charges or segregation at the disposal site without appropriate provision for pass through of such charges or the costs of segregation.
- B. **Spills:** All solid waste shall be placed in approved containers. Containers shall not be

consistently overloaded, and large objects shall not protrude from containers. The Collector shall not litter in the process of making collections, but shall not be required to collect material that has not been placed in approved containers or in a manner prescribed by this agreement. Solid waste spilled before collection, or during collection as a result of a container being overloaded, shall be cleaned up by the customer. Otherwise, in the event of spillage during collection the collector shall immediately clean up the litter.

- C. **Nonconforming Containers:** Any container which does not conform to the provisions of this Agreement, which has ragged or sharp edges or any other defect which could hamper collection or injure a person handling such container, shall be replaced promptly upon notice by the Collector. The Collector may refuse collection services for failure to replace a defective container upon notice.
  
- D. **Remote Locations:** In cases involving remote or isolated locations, the Collector and the customer may make special arrangements for the collection of solid waste upon authorization by the County. In the event that any road becomes impassable due to natural conditions or man-made occurrences beyond the control of the Collector, the County and the Collector may choose a central collection point for customers to whose property access has been prevented. The County and Collector shall notify the customers whose property cannot be served of the central collection point location and the time of collection service until regular service is restored.
  
- E. **Initiation of Service:** A customer shall initiate commercial service for which the rates are controlled by this Agreement by contacting the Collector. When a customer contacts the Collector to initiate commercial service, other than temporary commercial service, the Collector shall have the customer execute a service agreement substantially similar to Exhibit B.
  
- F. **Manner of Collection:** The Collector shall collect solid waste with as little disturbance as possible, shall not begin commercial collection before 3:00 a.m. and shall leave each container where it was placed by the customer.
  
- G. **Holidays:** The Collector may, but shall not be required to, collect solid waste on New Year's, Independence, Labor, Thanksgiving and Christmas Days. In the event Collector does not collect solid waste on any such holiday, it shall collect the solid waste on the next scheduled collection day.

## **SECTION VI: COMMERCIAL SERVICE**

- A. **Service to Be Provided:** The Collector shall provide to commercial establishments

handload service (non mechanical containerized service) at the curb, provided that commercial customers receiving hand load service do not generate more than four (4) loose yards of garbage and yard waste per week. Commercial establishments which generate more than four (4) loose yards of solid waste per week shall be required to use mechanical containers or roll-off service. Commercial establishments or multiple dwellings may opt for mechanical container or roll-off service regardless of the amount of solid waste generated each week.

- B. **Service to County Property:** The Collector shall provide service for all County properties at a ten percent (10%) discount of the standard commercial rates.
- C. The Collector may require commercial contract establishments or other generators of commercial waste to enter into written service agreement for collection a services by executing a contract substantially similar to Exhibit B, which is attached to this agreement and made a part of it by this reference. The Collector may require such a service agreement whether the customer is provided handload, mechanical container or roll-off service.
- D. Commercial handload garbage service shall be provided twice per week with an optional once per week yard waste collection, however, generators of commercial waste may enter into agreements with the Collector for a greater frequency of collection. Mechanical container service for commercial establishments or multiple dwellings shall be provided at frequency negotiated by the customer and the Collector, subject to the rates provided in this Agreement. For the protection of the public health may require collection of commercial or industrial waste from any commercial establishment more frequently than twice per week.
- E. **Location.** In order to receive handload service at the curb, the required containers shall be placed curbside, unless otherwise agreed between customer and the collector. Containers shall not be placed in the street. Mechanical containers shall be placed at locations to be determined by agreement of the customer and the Collector.
- F. **Roll-off Service.** Roll-off service shall provided by the Collector for commercial establishments instead of handload or mechanical container service at the customer's option. The location. for roll-off containers shall be negotiated by the parties, but roll-off containers shall not be placed in any streets, roads, highways, sidewalks or other public ways.
- G. **Service Disputes.** Any disagreements between Any commercial customers and Collector regarding service shall be finally decided by the County Administrator or his/her designee within (10) days after submittal of such disagreement by the Collector or customer.

H. **Rates.** The rates for commercial service shall be as shown in Exhibit D.

### SECTION VII: DISPOSAL SITE

As a material consideration for the County entering into this Agreement it is agreed all solid waste shall be hauled to and disposed of at a place or places to be provided by the County. As of October 1, 2006, County charges Collector forty-two dollars (\$42.00) per ton for each ton of Class I and twenty-eight dollars (\$28.00) for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. In the event that an alternative disposal site is selected by the County or disposal fees are increased at Columbia County Landfill the Collector shall be entitled to an increase in the rates specified in this Agreement to compensate the Collector for any increased transportation and disposal costs which result from such a change or price increase, as specified in this Agreement. Such increase shall be implemented by the County within thirty (30) days of the increased costs being incurred.

### SECTION VIII: QUALITY OF SERVICE

#### A. **Collector's Personnel.**

1. **Collector's officer(s):** The Collector shall assign a qualified person or persons to be in charge of the operations within the service area. The Collector shall give the names of these persons to the County. Information regarding the person's experience and qualifications shall also be furnished. Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the County Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped. Contractor shall furnish County a level of service throughout the term of this Agreement and any extensions consistent with that currently provided to the County. If this level of service is not then being delivered by Contractor, County at its option may notify Contractor in writing sixty (60) days from receipt of said written notice, and Contractor shall replace its Columbia County service manager with another person who will reside in Columbia County. Nothing contained herein shall prevent the County from requesting such relief at an earlier date.
2. **Conduct of Employees:** The Collector shall require all employees to be courteous at all times, to work quietly and not to use loud or profane language. Shirts will be required at all times. The Collector's employees shall follow the

regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type vehicle driven. The County shall have the right to make a complaint regarding any employee of the Collector who violates any provisions hereof or who is negligent, or discourteous in the performance of the employee's duties and may suggest action to be taken.

3. **Employee Uniform Regulations:** The Collector's solid waste collection employees shall wear a uniform bearing the company's name. Collector shall furnish to each employee an identifying badge, not less than two and one-half (2 1/2) inches in diameter, with numbers and letters at least one (1) inch high. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Collector shall keep a record of employees names and numbers assigned.
  4. **Compliance with State, Federal and Municipal Law:** The Collector shall comply with all applicable County, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect, including screening for drug usage.
  5. **Fair Labor Standards Act:** The Collector is required and hereby agrees by execution of this Contract to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changes from time to time.
  6. Each vehicle operator shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
  7. The Collector shall provide operating and safety training for all personnel.
  8. No person shall be denied employment by the Collector for reasons of race, sex, national origin, creed, age, or religion.
- B. **Collector's Facility:** The Collector shall provide at his expense, a suitable facility located within Columbia County with telephone service where complaints shall be received, recorded and handled during normal working hours on Monday through Saturday of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls. The facility shall contain an office,

yard space and a maintenance facility to repair and house vehicles and personnel/management personnel. The Collector shall be required to house a permanent supervisor/operations manager located within Columbia County six (6) days per week during working hours to manage the facility and day-to-day operation of the company.

C. **Collector's Vehicles.**

1. **Number and Type:** The Collector shall have on hand at all times and in good working order such equipment as shall permit the Collector to adequately and efficiently perform his duties under this Agreement. Equipment shall be obtained from known and recognized manufacturers of garbage collection and disposal equipment. All collection vehicles shall be of the enclosed loader-packer type, and all equipment shall at all times be kept in good repair and appearance, and in a sanitary, clean condition.
2. **Cover:** During conveyance by the Collector, all solid waste shall be contained, tied, or enclosed so that spilling and blowing is prevented.
3. **Body:** The body of all collection vehicles shall be sufficiently secure so as to reasonably prevent any leakage of fluid prior to unloading at the disposal site. The vehicle shall have an enclosed cab, well-located handholds, adequate door-fastenings, hydraulic unloading capabilities, and ample racks or supports for tools, containers and other equipment, and pull hooks for towing.
4. **Designation:** All collection vehicles shall be painted uniformly. The Collector's name and business telephone number and a unique truck identifying number shall be painted on both sides of each vehicle.
5. **Parking:** The Collector's collection vehicles shall not be parked in residential areas except for loading.

**SECTION IX: CHARGES, RATES, AND LEVEL OF SERVICE**

A. **Billing.**

1. **Collector's Obligation:** Basic Service shall be billed by the County. The Collector shall be responsible for billing and collection of all other residential service and all commercial and roll-off services authorized under this Agreement at the then-existing rates specified in this Agreement. The billing shall include the cost of such other residential service and such franchise fee which shall be paid to the County in accordance with Section IX, A-5. Beginning October 1, 2006 and

every quarter thereafter (the invoicing quarter) , the County will pay the Collector quarterly in advance for Basic Service provided to each Residential Unit, as defined in Section I, AA of this Agreement plus indigents in excess of Section IX, A-7 of this Agreement plus vacation home rates as described in this Agreement at the then existing rates specified in this Agreement. The Collector shall be responsible for billing and collecting from each commercial and roll-off customer.

- a. Beginning October 1, 2006, the parties agree that the number of Residential Units billed for each quarter shall be the number of Residential Units as jointly determined by the Tax Collector of Columbia County, Florida and Collector less those adjustments for indigents pursuant to this Agreement.
- b. Beginning October 1, 2006 and every three months thereafter (one month before Collector is due to invoice the County -- the adjusting quarter), the County shall notify the Collector of all new Residential Units which have received certificates of occupancies during the previous quarter. The number of new such units shall be added the number Residential Units for which the Collector shall be paid. The Collector shall, upon notice, begin collection service from such properties. The County shall also notify the Collector of all Residential Units which have a change in status such as vacation to regular residence, or vice versa or Residential Units that are found to be vacant.
- c. Thereafter on January 1, 2007 (the billing quarter), Collector shall invoice the County based upon the Residential Unit count as adjusted in the previous adjusting quarter. This sequence of adjusting quarterly one-month prior to billing shall continue for the balance of the contract term or any extension hereof. The County shall pay the Collector's quarterly invoice within 30 days of receipt. The Collector shall utilize separate vehicles for the collection of solid waste generated from all other customers of Collector and will not co-mingle such waste with that which is generated from residential property which is subject to the non-ad valorem assessment. The County will weigh and maintain records as to both residential solid waste generated within unincorporated areas of Columbia County and all other solid waste disposed of by the Collector at the County's Solid Waste Disposal Facility, including from non-residential properties within the County. The Collector and the County shall have a continuing good faith obligation to each other to update and correlate their records concerning the number of Residential Units served and to make sure increases and decreases in the number of Residential Units provided

Basic Service are current and accurate. Whenever the Collector determines there has been an increase or decrease in Residential Units, it shall timely notify the County in writing and provide a current property identification number from the ad valorem tax roll. Upon verification by the County, an adjustment for each full calendar month Basic Service was provided during the prior quarter shall be included at the time the next quarterly payment is paid by the County.

2. **Adjustments in Residential Contract Amount:** The Residential Unit price established by this Agreement shall not be subject to any change from date of commencement until October 1, 2008. Beginning October 1, 2008 and each year thereafter, the Residential Unit price shall be adjusted as follows: The County shall adjust the rates upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index, prepared by the United States Department of Labor, Bureau of Labor Statistics. The adjustment shall be equal to the percentage change in the Consumer Price Index (CPI) from July 1 through July 30 of each year, and the adjusted rate shall be effective beginning October 1 of each year. Thereafter, the then existing rates shall be adjusted annually each October 1 based on the percentage change in the CPI during the twelve (12) month period ending on the preceding June 30th. The percentage change in the CPI shall be subject to the following requirements:
  - a. The operational portion of the Residential Unit price shall be computed by deducting the pro-rata share of the capital cost (i.e.; actual total capital cost divided by beginning year billing Residential Units).
  - b. The computed operational portion of the Residential Unit Price shall be adjusted upward and/or downward as measured by 80% of the change in the Consumer Price Index (CPI) applicable to North Florida for the past year.
  - c. The computed increase shall then be reduced pro-rata by the total revenue received from 80% of the net increase in Residential Units from the beginning to the end of the preceding calendar year.
  - d. The CPI rate cannot increase or decrease more than 10% in any contract year.
3. **Rates:** If, as of October 1, 2008 the County believes that Contractor's residential service prices vary from the area competition's prices for comparable private residential collection service, County has the right within ninety (90) days of such

date, to request that a rate survey be performed. County and/or Contractor, either jointly or separately, may conduct a survey of private collection service contractors providing similar services as Contractor to governmental entities, not including disposal fees but accounting for portation differentials, and compare the costs to government for the private Contractor's services. In the event the Agreement rate is not within 5% of the average rate for such similar private service in northeast Florida, Contractor and County agree to negotiate new rate charges so County will pay Contractor not greater than 5% above the average of said charges.

4. **Adjustments for Unusual Changes or Costs:** The Collector may petition the County for rate adjustments based on actual costs at reasonable times on the basis of unusual changes in its cost of doing business, such as revised laws, ordinances or regulations and changes in the location of disposal sites, and said request shall not be unreasonably refused. The owner also reserves the right to negotiate equivalent change in the scope of services based upon equivalent unusual changes in laws, ordinances, or regulations, and the Collector shall not unnecessarily refuse to negotiate such changes in scope of work and applicable rates, including reductions in same.
5. **Franchise Fee:** The Collector will pay twelve percent (12%) for commercial and industrial billing of its net revenue (gross revenue less disposal) under this Agreement to the County as franchise fees. Franchise fees are payable quarterly in arrears within thirty (30) days of the end of each calendar quarter.
6. **Indigent Service:** The Collector will provide free service for up to two hundred (200) indigent households designated by the Columbia County Manager.
7. **Delinquent Accounts:** The County has undertaken the imposition of special assessments to generate the revenue to pay for Basic Service. Accordingly, no discontinuance of Basic Service shall occur or be available as a remedy to the Collector for non-payment of other services. In addition to any other remedies available to the Collector, the Collector shall have the right to discontinue such other services for non-payment. The collection procedures for other than Basic Service shall be as follows:
  - a. Customers will be invoiced in advance of the 20<sup>th</sup> day of the month preceding the start of the semi-annual calendar period.
  - b. Thirty (30) days after initial invoicing, any unpaid accounts will receive a follow-up statement with a notification that a \$3.00 late fee will be assessed if the balance is not paid in full within ten (10) days.

- c. Sixty (60) days after initial invoicing, a second statement will be sent notifying the customer that if payment in full is not received within ten (10) days, their account will be converted to the Basic Service. The Contractor reserves the right to pursue any lawful means to collect such unpaid balance.
- d. Seventy (70) days after initial invoicing, any service being provided to the customer other than Basic Service may be discontinued.

8. **Rates for Residential Solid Waste, Recycling and Yard Waste Service:**

- a. As part consideration by the Collector hereunder, the County shall pay the Collector the following sums for the following services, herein referred to as "Initial Rates:"

1. **Residential Curbside Service:**

- (a) Basic Service \$11.19 per month  
\$33.57 per quarter.
- (b) In the event a customer elects to receive collection service in addition to the once per week collection included in Basic Service, the County shall continue to pay Collector for the Basic Service referenced immediately above. All disposal costs are included in the rates for Basic Service and the Collector shall charge such customers directly only for the following incremental collection rates for the second day of service for twice per week garbage service which includes billing costs): \$8.00 per month charge \$48.00 per semi- annual charge.

2. **Residential Back Door service.** The Collector may also provide back door service (any point of collection other than curbside) for those residential customers that elect to or are entitled to receive it. Back door service will be provided for garbage only. Service for yard waste, recyclable, and white goods will be collected curbside as provided in this Agreement. The additional service charge for back door service will be based on the distance from the curb to the point of collection. Such rates will be reasonable, and any disagreement will be resolved as provided in Section X, B-2. The additional charge for such services will be billed directly to the

customer by the Collector. The County will continue to pay the Collector for the Basic Service provided by the Collector.

3. **Vacation Home Rate.** A vacation home rate will be allowed, if requested, for a residential unit, as defined in Section I, AA of this agreement if the home owner can demonstrate that the residential unit is used only as a part time residence and show proof of ownership and homestead on another piece of like property for out of County and out of state residents or within Columbia County, Florida, other than the property on which the vacation rate is requested. The vacation rate will be at one-half (1/2 the then existing rates as specified in this agreement. Additional services will not be available for vacation homes.
- b. **Non-Mechanical Containerized Business:** The rates of payment to the Collector for curbside service at each commercial establishment which generates less than four (4) loose yards per week shall be:
  - Up to Five (5) cans \$24.00 per month.
- c. **Mechanical Container Service:** The monthly rates charged by the Collector for mechanical container service at each commercial establishment shall include the cost of the container to the customer. Based upon cubic yard capacity of the container and the number of collections per week, the rates shall be as shown in Exhibit D.
- d. **Roll-Off Service:** The rates to be charged for roll-off service shall be as shown in Exhibit D.
- e. **Rate Adjustment:**

**Commercial and Roll-Off:** The Initial Rates specified under this Section shall be applicable from the date of this Agreement (as first written above) through September 30, 2008. Thereafter, the County shall adjust the rates, other than the disposal fee portion of the rates, upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index, national index for all items (CPI), prepared by the United States

Department of Labor, Bureau of Labor Statistics. The adjustment shall be fifty percent (50%) of the percentage change in the CPI from July 1, 2007, through June 30, 2008, and the adjusted rate shall be in effect for the twelve (12) months beginning October 1, 2008. Thereafter, the then existing rates shall be adjusted annually effective each October 1 based on fifty percent (50%) of the percentage change in the CPI during the twelve (12) month period ending on the preceding June 30. The annual adjustment of commercial and roll-off rates under this provision shall not exceed ten percent (10%) of the then-existing rates, provided that the Collector may petition the Board of County Commissioners (the "Board") for an adjustment of more than ten percent (10%) to compensate for any period in which the change in the CPI shall exceed ten percent (10%).

- f. **Disposal Information:** All solid waste shall be hauled to and disposed of at a place or places to be provided by the County. As of October 1, 2006, County charges Collector forty-two dollars (\$42.00) per ton for each ton of Class I and twenty-eight dollars (\$28.00) per ton for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. In the event that an alternative disposal site is selected or disposal fees are increased at Columbia County Landfill the Collector shall be entitled to an increase in the rates specified in this Agreement to compensate the Collector for any increased transportation and disposal costs which result from such a change or price increase, as specified in Section IX, A-4 of this agreement. Such increase shall be implemented by the County at the same time the increased costs are being incurred by the Collector.

## **SECTION X: CONTRACT PERFORMANCE/PENALTIES/DEFAULT**

### **A. Contract Performance.**

1. **Default:** In the event Collector defaults in the performance of any obligations to be performed by it hereunder, County shall give the Collector written notice of each material default, specifying with Particularity the material default complained of. In the event that Collector fails or refuses to cure a material default within thirty (30) days from receipt of such notice, then County, may at its option, terminate this the Contract. In the Event of default described herein Collector shall be liable to County for all damages including but not limited to reasonable attorneys fees and Court costs.

2. **Liaison:** County shall designate to act as a liaison between County and Collector. Such person shall be authorized to work with Collector in the performance by Collector of its obligations under the terms of the Contract, the settlement of disputes arising under the contract and, in general, to assist Collector in carrying out its duties hereunder. Collector shall cooperate with such person in every reasonable way in order to facilitate progress of the work contemplated by the Contract.
3. The failure of the County at any time to require performance by the Collector of any provisions hereto shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**B. Complaints and Complaint Resolution.**

1. The Collector shall prepare and maintain a register of all valid complaints and indicate the disposition of each complaint. Such record shall be available for inspection by the County during normal business hours. The form shall indicate the day and hour on which it was received, and the day and hour which it was resolved.
2. **Service Disputes:** Any disagreements between residential customers and Collector regarding service shall be finally decided by the County Manager or his/her designee within (10) days after submittal of such disagreement by the Collector or customer.

**C. Penalties.**

1. Unless prior approved by the County, it shall be a violation and breach of contract if any refuse is disposed of in Columbia County landfill that was not collected in the normal course of providing residential or commercial service provided for in these specifications.

The penalty to be assessed for the first violation will be \$1,000; for the second violation, \$5,000; and for the third violation, loss of Contract.

2. Other penalties will be assessed and paid by Contractor in accordance with Exhibit C attached.

## **SECTION XI: GENERAL, FINANCIAL AND INSURANCE REQUIREMENTS**

- A. **Permits and Licenses.** The Collector shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.
- B. **Title to Waste:** The County shall hold title and ownership to all recyclables collected by the Collector.

- C. **Bonds and Sureties.**

1. **Contract Bond:**

- 1.1 The Collector shall furnish a Contract Performance Bond in the form attached to these specifications as security for the performance of this Contract with Columbia County. Said contract bond shall be in the amount of \$1,000,000 annually. Premium for the bond described above shall be paid by the Collector. This bond shall be written in a surety company licensed to do business in the State of Florida with A.M. Best Financial Rating of A-X for the most current calendar year available.
- 1.2 Such security may be issued for a period shorter than the term of the Contract, but no less than one year. If a bond is issued, it may be extended by continuation certificate executed by the Surety, at the option of the Surety for an additional annual term. Neither non-continuation by the Surety, nor failure, nor inability of the Contractor to file acceptable replacement security shall constitute a loss recoverable under the bond. Failure of the Contractor to furnish and maintain adequate security shall be considered a material default by the contractor, but not the surety.

In the event of a default under this provision by the Contractor, the City, without terminating the Contract and in addition to other equitable, legal, and contractual remedies available to it, may withhold further payment for services until such time as security meeting the requirements of this Section is delivered by the Contractor and accepted by the City.

2. **Requirements as to Surety:** The Surety or Sureties shall be a company or companies satisfactory to the County. Any Surety shall be required to have a resident agent in the State of Florida and shall be dully licensed to conduct

business therein.

3. **Deposit:** County acknowledges receipt from Collector of a payment bond in the amount of \$150,000 at the landfill in support of payment of disposal fees. The County will maintain adequate records of disposal and bill the Collector monthly for the disposal fees by the 10<sup>th</sup> of the subsequent month. If payment is not received by the 30th of the month, a 2 percent service charge will be payable by the Collector. The deposit requirement may be increased by the throughout the contract sufficiently so that the total deposit approximates one month's disposal charges of the Collector.

D. **Insurance Requirements.**

1. **Collector:** During the life of this Agreement, the Collector shall procure and maintain insurance of the types and to the limits specified below, and provide the Owner with certificates of insurance as evidence thereof. The County shall be an additional insured on this insurance with respect to all claims arising out of the operations or work to be performed. Cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to Owner. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
and Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

2. **Certificate of Insurance:** Certificates of all insurance required from the Collector shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier stating the types of

coverage provided, limits of liability, and expiration dates, shall be filed in triplicate with the County before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Agreement and section and the above paragraphs, in accordance with which such insurance is being furnished, and shall state that such insurance is being furnished and shall state that such insurance is as required by such paragraphs of the Agreement. If the initial insurance expires, prior to the completion of the work, renewal certificates shall be furnished in ten (10) days prior to expiration, and shall state that such insurance is as required by such paragraphs of this Agreement

**E. Compliance With Laws and Regulations.**

1. **Laws and Ordinances:** The Collector and the County agree to abide by all applicable federal, state, county, and city laws, ordinances, rules, and regulations. The Collector will indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations by the Collector, his agents or employees. Except as otherwise provided herein the County agrees to indemnify and save harmless the Collector, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules or regulations by the County, its agents or employees; provided, however, nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law.

F. **Notices:** A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement.

G. **Illegal Provisions:** Except as otherwise provided herein should any provision of this Agreement be declared illegal, void, or unenforceable, it shall be excised and the Agreement modified to conform to the appropriate law. The remaining provisions of the Agreement shall remain in full force and effect. In the event a court of competent jurisdiction determines the County cannot require Contractor to dispose of the solid waste at a Columbia County facility and Contractor disposes of the solid waste at a facility other than one directed by Columbia County, then County may terminate this Contract upon 90 days written notice.

H. **Financial Records:** During the term of the contract, the Collector shall maintain full separate financial records of the operation of this contract in accordance with generally accepted accounting principles. These records and source documentation shall be made



Collector. If the Collector should be unable for any cause to resume performance at the end of thirty (30) calendar days, the County shall be free to negotiate with other entities for the operation of the collection service and to terminate this Agreement.

- N. **Storms and Other Disasters:** The work under the Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the County may grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor. In addition, the County and the Contractor may negotiate the amounts to be paid to Contractor for services to be performed as a result of increased volumes resulting from such Act or event.

### **SECTION XII: REPRESENTATIONS BY COUNTY**

County represents and warrants the following:

- A. That the execution and delivery of this Agreement by the persons whose signatures are appended hereto constitutes the duly authorized act of County and, upon execution hereof, the same shall constitute a valid and enforceable contract of County.
- B. That this Agreement cannot be canceled or terminated by County during the term hereof, except upon breach hereof by Collector, and any change in its existing charter or ordinances shall not affect the validity hereof or alter, modify or amend the obligations or duties of, or the privileges or benefits accruing to Collector under the terms hereof.
- C. All acts necessary or proper to authorize the execution hereof have been duly performed by County in accordance with the laws, regulations, rules, ordinances and charter provisions applicable to the execution by County of a contract with a private person.
- D. There are not laws, acts, rules or regulations enacted, promulgated, issued or in effect which would or shall adversely affect the performance by Collector of its obligations hereunder.

### **SECTION XIII: REPRESENTATIONS BY COLLECTOR**

Collector represents and warrants that:

- A. It is a corporation duly authorized and existing under the laws of the State of Florida and is in good standing and is duly qualified to do business in the State of Florida.

- B. That the execution and delivery hereof by Collector has been duly authorized by the directors thereof after due notice in accordance with law, in accordance with law, its certificate of incorporation and bylaws.
- C. This Agreement constitutes the binding obligation of Collector.
- D. Collector has not less than five (5) years experience in the containerized garbage service.

#### **SECTION XIV: OFFICE**

The Collector shall maintain an office within Columbia County. The office shall have a responsible person in charge during collection hours and shall be open during normal business hours, Monday through Friday.

#### **SECTION XV: INDEMNITY**

- A. **Personal Injury or Property Damage:** The Collector will defend indemnify, save harmless, and exempt the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of the Collector's willful or negligent acts or omissions in the performance of the Agreement. The County reserves the right to retain counsel of its choice.

#### **SECTION XVI: INTEGRATION**

This written instrument constitutes the entire Agreement between the County and the Collector. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

#### **SECTION XVII: RIGHT TO REQUIRE PERFORMANCE**

The failure of the County at any time to require performance by the Collector of any Provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

#### **SECTION XVIII: ILLEGAL AND INVALID PROVISIONS**

Except as otherwise provided herein should any provision of this Agreement be declared illegal, void, or unenforceable, it shall be excised and the Agreement modified to conform to the appropriate law. The remaining provisions of the Agreement shall remain in full force and effect. In the event a court of competent jurisdiction determines the County cannot require Contractor to dispose of the solid waste at a Columbia County facility and Contractor disposes of the solid waste at a facility other than one directed by Columbia County, then County may terminate this contract upon 90 days written notice.

#### **SECTION XIX: AMENDMENT**

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

#### **SECTION XX: LAW TO GOVERN**

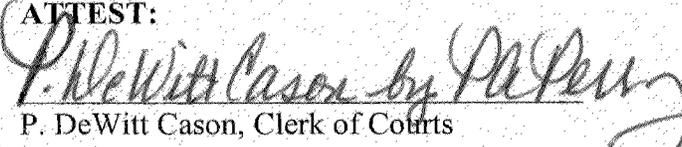
The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. Columbia County, Florida Shall be the exclusive venue for any legal proceeding concerning this Agreement.

IN WITNESS WHEREOF, the Board has caused to be affixed hereto the signature of its Chairman and the attestation of the Clerk of the Court together with its seal, and this 29<sup>th</sup> day of September, 2006.

**COLUMBIA COUNTY, FLORIDA**

By:   
Ronald Williams, Chairman  
Board of County Commissioners

**ATTEST:**

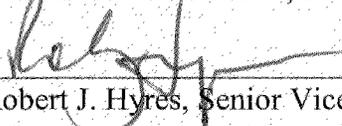
  
P. DeWitt Cason, Clerk of Courts

(SEAL)

**APPROVED AS TO FORM AND LEGALITY:**

  
Marlin M. Feagle  
County Attorney

**WASTE PRO OF FLORIDA, INC.**

By:   
Robert J. Hyres, Senior Vice President

## **EXHIBITS**

Exhibit A Special Waste Definition

Exhibit B Request and Release Form

Exhibit C Penalty Matrix

Exhibit D Commercial Service Rates

**EXHIBIT A**  
**SPECIAL WASTE**

Any waste meeting the description which follows is a "special waste":

- A. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.)
- B. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs) . (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.
- C. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- D. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. s261.7.)
- E. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-baring waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.
- F. Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
- G. Residue and debris from cleanup spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste.
- H. Infectious waste. (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection.)

- I. Animal waste and parts from slaughterhouses or rendering plants.
- J. Waste produced by the mechanical processing of fruit, vegetables or grain. (This includes such wastes as rinds, hulls, husks, pods, shells, and chaff.)
- K. Pumpings from septic tanks used exclusively by dwelling units. Single family homes, duplexes, apartment buildings, hotels or motels.)
- L. Sludge from a publicly owned sewage treatment plant serving primarily domestic users.
- M. Grease trap wastes from residences, restaurants, cafeterias not located at industrial facilities.
- N. Washwater wastes from commercial car washes.
- O. Washwater wastes from commercial laundries or laundromats.
- P. Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)
- Q. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- R. Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)
- S. Containerized Waste. To include, but not be limited to a drum, barrel, portable tank, box or pail.
- T. Waste transported in a bulk tanker.
- U. Liquid waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).
- V. Sludge Waste.
- W. Waste from an industrial process. Waste which requires special handling.

- X. Waste from a pollution control process.
- Y. Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in paragraphs (s) through (x) of this definition.
- Z. Soil, Water, Residue, or Debris. articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraphs (s) through (y) of this definition.
- AA. Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes as amended by Chapter 88130, Laws of Florida, or a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requiring material additional management that differs from the requirements applicable on the Effective Date of this Agreement.
- BB. Waste Tires.

**EXHIBIT B**

**REQUEST AND RELEASE FORM**

I do hereby request \_\_\_\_\_ to utilize the privately maintained road on my property to perform curbside garbage collection.

This authorization is based upon my understanding of the type and weight of the equipment to be Utilized to perform said collection. Furthermore, I hereby release and save harmless \_\_\_\_\_ from all responsibility relating to damage of my pavement or other driving surface resulting from the size or weight of \_\_\_\_\_ vehicles.

The signature below represents the lawful owner of private property located at \_\_\_\_\_ in Columbia County, Florida.

Date: \_\_\_\_\_

**WASTE PRO OF FLORIDA, INC.**

\_\_\_\_\_  
Property Owner

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**ROADWAY DAMAGE**

The Collector shall supervise its employee's in such a manner to prevent vehicles from driving off of and damaging County maintained roadways. For the purpose of this section, the County Manager may levy administrative charges for repetitive legitimate complaints, as determined by the County Manager, in the following amounts:

1. Failure to repair legitimate roadway damage caused by the Collector \$ \_\_\_\_\_ per incident per location.
2. Continued failure to repair legitimate roadways caused by the Collector \$ \_\_\_\_\_ per incident per location.

**SPILLAGE**

The Collector shall maintain equipment in good working order to prevent leachate spillage in front of residential units. For the purpose of this section, the County Manager may levy administrative charges for repetitive legitimate complaints, as determined by the County Manager, in the following amounts:

1. Failure to clean-up spillage \$ \_\_\_\_\_ per incident per location
2. Continued failure to clean-up spillage at the same residential unit \$ \_\_\_\_\_ per incident per location

**EXHIBIT C**  
(continued)

Failure to return containers to designated locations and replace lids.	\$5 per instance for second or more similar incident at same residence.
Failure or neglect to correct chronic problems in any category.	\$25 per instance for third or more similar incident at same residence.
Failure to submit reports to Landfill Director on time.	\$100 per day.
Failure to clean up spilled refuse.	\$10 per instance at first or more similar incident at same residence.
Failure or neglect to collect refuse from any premises within 24 hours from scheduled date.	\$25 per instance at first or more similar incident at same residence.
Failure or neglect to notify citizens of substantial change in route.	\$10 per residence not notified.
Leachate from compaction on roadway due to leaking truck.	\$100 per instance and immediate removal of truck from service.

**EXHIBIT D**

**COMMERCIAL SERVICE RATES**

Commercial Solid Waste Collections Per Month:

	1 Time	2 Times	3 Times
Small Commercial	\$24.00	N/A	N/A
2 yard	\$74.00	\$138.00	\$196.00
4 yard	\$102.00	\$189.00	\$266.00
6 yard	\$139.00	\$242.00	\$337.00
8 yard	\$172.00	\$299.00	\$431.00

**Prices for Permanent Roll Off (Base Prices)**

	Delivery/Install Cost	Rental Cost	Disposal Cost	Per Pull Cost
2 yard stationary compactor	\$65.00 Per hour	\$215.00 Per Month	\$42.00 Per Ton	N/A
40 yard receiver container	\$65.00 Per hour	\$160.00 Per Month	\$42.00 Per Ton	\$220.00
30 yard self contained compactor	\$65.00 Per hour	\$375.00 Per Month	\$42.00 Per Ton	\$220.00

20 yard open top container	\$90.00	\$85.00 Per Month	\$42.00 Per Ton	\$165.00
30 yard open top container	\$90.00	\$105.00 Per Month	\$42.00 Per Ton	\$190.00
40 yard open top container	\$90.00	\$125.00 Per Month	\$42.00 Per Ton	\$215.00

**Prices For Temporary Roll Off**

20 yard open top	\$90.00	\$85.00	\$42.00 Per Ton	\$165.00
30 yard open top	\$90.00	\$105.00	\$42.00 Per Ton	\$190.00
40 yard open top	\$90.00	\$125.00	\$42.00 Per Ton	\$215.00