

RESOLUTION NO. 2018 - 118

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT #4, TO EXTEND MASTER CONTRACT NO: 11-MAS-REP-01987, WITH REPUBLIC SERVICES OF FLORIDA, LP DBA NINE MILE ROAD LANDFILL, THROUGH AND UNTIL JUNE 16, 2024.**

**RECITALS**

**WHEREAS,** On May 9, 2011, the County entered into Master Contract No. 11-MAS-REP-01987 with Republic Services of Florida, LP dba Nine Mile Road Landfill ("Republic Services") under Bid No. 11-06; Residential Yard Trash Disposal & Recycling Services; and

**WHEREAS,** the initial contract term is in effect from June 17, 2011 through and until June 16, 2018; and

**WHEREAS,** the contract agreement allows for the option of three (3) one-year renewal periods or one (1) three-year renewal period; and

**WHEREAS,** Republic Services has submitted a proposal for a six (6) year renewal period, which shall extend the Master Contract from June 17, 2018 through and until June 16, 2024 under the following conditions:

- Effective July 1, 2018 through and until September 30, 2019, the current rate of \$19.52 per yard waste ton shall be reduced to \$17.75 per yard waste ton with no price increases; and
- Effective October 1, 2019, the rate shall be adjusted annually by the percentage reported by the Bureau of Labor Statistics for "CPI – Garbage and Trash Collection"; and

**WHEREAS,** amending the Master Contract, as proposed by Republic Services, would potentially save the County approximately \$300,000 during the six year span.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment No: 04, and extend Master Contract No. 11-MAS-REP-01987 with Republic Services from June 17, 2018 through and until June 16, 2024 at the revised terms and conditions as proposed by Republic Services.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of April, 2018.

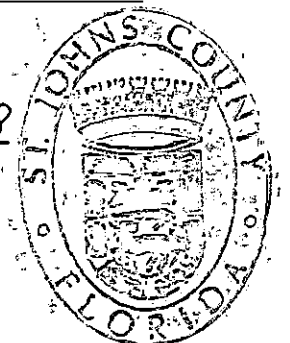
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

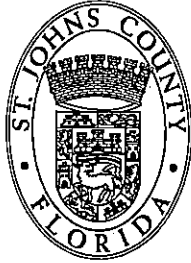
By:   
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By:  Deputy Clerk

RENDITION DATE 4/19/18





**ST. JOHNS COUNTY**  
**PUBLIC WORKS DEPARTMENT**  
2740 Industry Center Rd ~ St. Augustine, FL 32084

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*I N T E R O F F I C E   M E M O R A N D U M*

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To: Jaime Locklear, Purchasing Manager

From: Greg Caldwell, Assistant Director of Public Works

Subject: Yard Waste Disposal Contract

Date: March 19, 2018

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The current contract with Republic Services is set for renewal for an additional 3 year time frame. Republic Services has requested to extend this time frame to six years. Republic has offered to reduce its cost per ton from \$19.52 to \$17.75 per ton effective on July 1, 2018. The County has averaged approximately 25,000 tons of yard debris annually through the Republic Services contract. This would equate to an annual savings of \$50,000 to the County and its residents and up to \$300,000 through 2024.

The County currently holds collection contracts with Advanced Disposal and Republic Services that expire in 2024. Aligning the yard waste disposal contract with the collection contracts would allow the procurement of these services to be completed in conjunction with one another. Securing a partner that is sustainable in the industry would benefit the County.



# St. Johns County Board of County Commissioners

Purchasing Division

## CONTRACT AMENDMENT No: 04

Bid No. 11-06; Residential Yard Trash Disposal & Recycling Services  
Master Contract No: 11-MAS-REP-01987

**Contractor:** Republic Services of Florida, LP dba Nine Mile Road Landfill  
445A International Golf Parkway  
St. Augustine, FL 32095

Date: March 27, 2018

Contract Amendment No: 04 is hereby issued to amend the above referenced Master Contract as follows:

1. Section 6. Optional Renewal is hereby revised to a renewal period of six (6) calendar years.
2. St. Johns County hereby exercises the renewal period in accordance with Section 6 of the Master Contract, as amended.
3. The contract time is hereby extended from June 17, 2018 for a period of six (6) years and shall expire at 11:59 p.m. Eastern Daylight Saving Time (EDST) on June 16, 2024.
4. Effective July 1, 2018 through September 30, 2019, the current rate of \$19.52 per Yard Waste Ton shall be reduced to \$17.75 per Yard Waste Ton.
5. Effective October 1, 2019, the rate shall be adjusted annually by the percentage reported by the Bureau of Labor Statistics for "CPI – Garbage and Trash Collection".
6. The hours of operation on Saturdays shall be revised to 7:00 a.m. – 11:00 a.m.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated May 9, 2011.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Jaime T. Locklear, MPA, CPPB, FCCM – Purchasing Manager  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 04**



**St. Johns County Board of County Commissioners**

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Purchasing Division

DRAFT



December 14, 2017

Greg Caldwell – Assistant Public Works Director  
St. Johns County Solid Waste  
3005 Allen Nease Rd.  
Elkton, FL 32033

Dear Mr. Caldwell,

All of us at Republic Services appreciate the partnership that we have shared for the past several years. We are proud to be a safe and reliable service provider to the St. Johns County community, and we hope to continue to be an important part of the solid waste program. Our agreement for Residential Yard Trash Disposal and Recycling Services is eligible for renewal on June 16, 2018. We would like to exercise the option for renewal.

As you know, Republic Services currently provides curbside waste and recycling collection services to the County through a separate agreement that expires July 31, 2024. Therefore, we are requesting that an additional three year period be added to the initial renewal term of the disposal agreement for a total renewal period of six years. This will enable both agreements to expire in the same year. We hope you will agree to amend the current disposal agreement to reflect the following changes.

Renewal Term:	Six (6) Years beginning June 17, 2018 and ending June 16, 2024.
Annual Rate Adjustment:	October 1 by % reported for "CPI – Garbage and Trash Collection"
Current Rate:	\$19.52 per ton
New Rate:	\$17.75 per ton (Effective July 1, 2018 with no PI until October 2019)

In addition, we respectfully request to modify the operating hours on Saturdays only. The remaining days of the week will be unchanged. Saturday hours will be as follows:

Current Saturday Hours	7:00am to 1:00pm
New Saturday Hours	7:00am to 11:00am

Thank you again for your continued support. If you have any questions or concerns please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Collins", written over a white background.

Don Collins  
Manager Government Relations

Approval: Initial & Date

Prepared By: DS/4/20/11

Approved By: 4-26-11

MAY - 6 2011

**SERVICES CONTRACT**  
For  
**RESIDENTIAL YARD TRASH DISPOSAL & RECYCLING SERVICES**

THIS CONTRACT is made as of the 9 day of MAY, 2011, by and between St. Johns County, a political subdivision of the State of Florida ("COUNTY") and Republic Services of Florida, LP d/b/a Nine Mile Road Landfill ("VENDOR") whose primary business address is 445A International Golf Parkway, St. Augustine, FL 32095, and whose local facility address is near International Golf Parkway & U.S. Highway 1, ("FACILITY").

**RECITALS:**

WHEREAS, COUNTY staff from the Purchasing and Solid Waste Departments, under the direction of the Public Works Department, conducted Bid Solicitation #11-06 entitled "Residential Yard Trash Disposal & Recycling Services," and has reviewed the responses and determined that the above named VENDOR has demonstrated the current capabilities and qualifications the COUNTY required with regards to the receipt, processing and disposal of yard trash; and

WHEREAS, the COUNTY and VENDOR mutually desire to enter into this Contract setting forth terms and governance of specified services consistent with Bid Solicitation #11-06 and the provision contained herein; and

WHEREAS, by entering into this Contract with VENDOR, the COUNTY believes that it is in the best interest of the citizens of St. Johns County and serves a public purpose; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the COUNTY and the VENDOR agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The above Recitals are incorporated into the body of this Contract, and such Recitals are adopted as Findings of Fact.

**SECTION 2. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and any addenda/exhibits hereto; the Bid Documents; Bid Forms; Service Specifications; and Amendments to this Contract hereafter executed by the parties.

### **SECTION 3. NO PRIVITY WITH OTHERS**

Nothing contained in this Contract shall create or be interpreted to create, privity or any other contractual agreement between the COUNTY and any other person or entity other than the VENDOR.

### **SECTION 4. INTENT AND INTERPRETATION**

A. The intent of this Contract is to require complete, correct and timely execution of the Work as set forth in the Contract Documents. Any work that may be required, implied or inferred by the Contract Documents, or any one of them, as necessary to produce the intended result shall be provided by the VENDOR in accordance with the Contract Fee Schedule.

B. The Contract Documents are intended to be an integral whole and shall be interpreted internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

C. When a word, term, or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the trade industry; and third, if there is no generally accepted meaning in the trade industry, according to its common and customary usage.

D. The VENDOR shall have a continuing duty to read, carefully study, and compare each of the Contract Documents and shall provide written notice to the COUNTY any inconsistency, ambiguity, error or omission which the VENDOR may discover with respect to the Contract Document documents before proceeding with the affected Work.

### **SECTION 5. DURATION**

The duration of this Contract runs from June 17, 2011, through and until 11:59 p.m., Eastern Standard Time, on June 16, 2018.

### **SECTION 6. OPTIONAL RENEWAL**

This Contract may be renewed for up to a maximum of three (3) one (1) year renewal periods or a single three (3) year term, upon satisfactory performance by the Vendor, mutual Contract by both parties, and the availability of funds. While this Contract may be renewed as stated in this Section, it is expressly noted that the COUNTY is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that VENDOR satisfactory performed under the terms and conditions of this Contract.

## **SECTION 7. AMENDMENTS TO THIS CONTACT**

A. Both the COUNTY and the VENDOR acknowledge that this Contract constitutes the complete agreement and understanding of the parties.

B. Further, both the COUNTY and the VENDOR acknowledge that any change, amendment, modification, revision, or extension of this Contract (other than termination, as noted elsewhere in this Contract), shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY, and the VENDOR.

## **SECTION 8. CONTRACT ADMINISTRATION**

A. The COUNTY shall designate a Project Manager, who shall serve as the COUNTY's representative for the duration of this Contract. The Project Manager, unless otherwise directed by the COUNTY, shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be authorized to act on behalf of the COUNTY only to the extent provided in this Contract and the Contract Documents.

B. The COUNTY and the VENDOR shall communicate with each other in the first instance through the Project Manager.

C. The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Contract and Contract Documents. The term "Defective" is hereafter used to describe work that is unsatisfactory as determined by the COUNTY, faulty or does not conform to any inspection, test or approval.

D. If the Project Manager deems it is necessary or advisable, the Project Manager shall have authority to require inspection or testing of the Work for compliance with requirements provided under this Contract at VENDOR's expense.

E. The Project Manager shall have authority to order Changes in the Work not involving the Contract Price or an extension of the Contract Duration and not inconsistent with the intent of this Contract. Such minor Changes in the Work shall be made in writing and shall be binding upon the COUNTY and the VENDOR. The VENDOR shall promptly perform such minor Changes in the Work.

F. The Project Manager shall have authority to approve, refuse to approve and/or verify any Bill/Invoice submitted by VENDOR for Work completed as provided for elsewhere herein.

## **SECTION 9. THE WORK**

The term "Work" shall mean the duties, obligation and responsibilities required of the Vender to provide Residential Yard Trash Disposal and Recycling Services in



accordance with Bid No. 11-06, the Contract Service Specifications and as otherwise described in this Contract.

#### **SECTION 10. CHANGES IN THE WORK**

A. Without invalidating this Contract, the COUNTY may from time to time order additions, deletions or revisions to the Work as deemed necessary or appropriate by the COUNTY. Any such additions, deletions or revisions shall constitute Changes in the Work and shall be authorized by amending this Contract as provided elsewhere herein.

B. Additional work performed by the VENDOR without authorization in the form of an Amendment to this Contract shall not entitle VENDOR to additional compensation from the COUNTY except as otherwise provided elsewhere in this Contract.

C. The VENDOR shall be solely responsible for notifying and obtaining timely consent or approval of the VENDOR's surety with respect to all Changes in the Work as required by the VENDOR's surety or by applicable law.

#### **SECTION 11. EMERGENCIES**

A. In the event of an Emergency, VENDOR shall take reasonable measures to perform Changes in the Work to prevent damage, injury or loss.

B. VENDOR shall provide the COUNTY prompt written notice of any Changes in the Work caused by an Emergency; upon approval by the COUNTY, the parties shall execute an Amendment to this Contract reflecting such Changes in the Work. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

C. Nothing in this Section shall be construed to entitle VENDOR to additional compensation beyond the provisions set forth in these Contract Documents.

D. The term "Emergency" shall mean (1) any locally, statewide or nationally declared disaster arising under applicable local, state or federal law; or (2) any unforeseen threat to public health, safety or welfare requiring extraordinary remedial measures not otherwise contemplated by this Contract.

#### **SECTION 12. COMPENSATION**

A. The COUNTY shall pay the VENDOR in accordance with the Contract Fee Schedule attached hereto as Exhibit 1 – Fee Schedule, and incorporated herein, on a calendar monthly basis for serviced performed under this Contract during the previous calendar month.

B. The payment amount shall be calculated based upon on the actual unit amount received at the Facility less any applicable rejected unit amount.

C. The VENDOR shall not be exempted from paying any applicable sales tax to its suppliers for materials used to perform under this Contract. Moreover, it is expressly understood that VENDOR is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

D. The VENDOR shall be solely responsible for payment of Federal Insurance Contributions Act (FICA) taxes, Social Security benefits and any other applicable taxes and/or withholdings associated with performance under this Contract.

**SECTION 13. BILLING/INVOICING**

A. To the extent that the VENDOR is not in violation with any material aspect of this Contract, and has not received a notice of termination of this Contract from the COUNTY, then the VENDOR may bill/invoice the COUNTY monthly in accordance with the Contract Fee Schedule and as provided elsewhere in this Contract on the 10th day of each month after commencement of the Work.

B. Although there is no billing form or format pre-approved by either the COUNTY, or the VENDOR, bills/invoices submitted by the VENDOR shall include a detailed written report of the Work performed under this Contract. The COUNTY may return a bill/invoice from the VENDOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

C. Unless otherwise notified, bills/invoices should be delivered to:

**The St. Johns County Solid Waste Division  
Attn: Solid Waste Manager  
3005 Allen Nease Road  
Elkton, FL 32033**

D. Upon receipt and verification of the VENDOR's bill/invoice, the COUNTY shall process the bill/invoice, and forward payment to the VENDOR within Forty-Five (45) days of verification.

E. Acceptance of the final payment by VENDOR shall constitute a release of all claims against the COUNTY arising from, or by reason of, this Contract.

**SECTION 14. CHANGES IN CONTRACT PRICE**

A. Compensation payable to the VENDOR for performing the Work in accordance with the terms of this Contract shall based upon the Contract Fee Schedule, attached hereto as Exhibit 1 – Fee Schedule, and incorporated herein.

B. In the event VENDOR experiences unanticipated increases in costs beyond the VENDOR's control, the VENDOR may petition the COUNTY not more than once in any consecutive twelve (12) month period for an adjustment to the Contract Fee Schedule. Valid unanticipated increases costs include, but are not limited to, increases in the Consumer Price Index (CPI) and increases in the cost of fuel.

C. Petitions for an adjustment to the Contract Fee Schedule must be made to the COUNTY in writing. Verification of any claimed increases in costs shall be furnished to the COUNTY upon request.

D. Any adjustments to the Contract Fee Schedule approved by the COUNTY based upon increases in costs shall impose upon the VENDOR a requirement to advise and extend to the COUNTY a price reduction when costs similarly decrease.

E. It is expressly understood by the parties that the COUNTY is under no obligation to approve any petition by the VENDOR for an adjustment to the Contract Fee Schedule.

#### **SECTION 15. SUBCONTRACTORS**

A. No portion of the Work performed under this Contract shall be subcontracted by the VENDOR without prior written consent by the COUNTY.

B. By submission of any Bill/Invoice to the COUNTY, VENDOR certifies and warrants that all subcontractors and been paid for work and materials from previous payments received by VENDOR prior to receipt of any further payments.

C. For the Duration of the Contract and upon completion of the Contract, the COUNTY may request from the VENDOR documentation certifying payment to any subcontractor.

D. Nothing in this Section shall be construed to create any contractual relationship between any subcontractor and the COUNTY or to attribute liability to the COUNTY for VENDOR's failure to make timely payments to any subcontractors.

#### **SECTION 16. NO COMMITMENT OF COUNTY FUNDS**

It is expressly understood that the award of Bid Solicitation #11-06 is contingent upon the availability of funds in any COUNTY Fiscal Year. The COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the VENDOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

**SECTION 17. ASSIGNMENT AND SUCCESSORS**

A. In light of the scope and rationale for this Contract, neither the COUNTY, nor the VENDOR may assign, transfer, and/or sell any of the rights noted in this Contract, or associated with this Contract, without the express written consent of the other party.

B. As applicable, the COUNTY and VENDOR bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representative of the other party with respect to covenants, agreements and obligation contained in these Contract Documents.

C. Should either the COUNTY, or VENDOR assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or VENDOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

**SECTION 18. INSURANCE REQUIREMENTS**

VENDOR, at its sole expense, shall secure and maintain insurance for the duration of this Contract as specified below and such insurance shall be obtained from financial viable company duly authorized to do business in the State of Florida.

A. Worker's Compensation, in accordance with Florida law, and Employer's Liability Insurance:

1. Employer's Liability

- |                   |                             |
|-------------------|-----------------------------|
| i. \$100,000.00   | Limit Each Accident         |
| ii. \$500,000.00  | Limit Disease Aggregate     |
| iii. \$100,000.00 | Limit Disease Each Employee |

2. Commercial General Liability

- |                     |                              |
|---------------------|------------------------------|
| i. \$1,000,000.00   | Per Each Occurrence          |
| ii. \$2,000,000.00  | General Aggregate            |
| iii. \$2,000,000.00 | Premises/Operations          |
|                     | Products/Complete Operations |
|                     | Contractual Liability        |
|                     | Independent Vendors          |

B. Business Auto Liability

- |                  |   |
|------------------|---|
| i. \$300,000.00  | Aggregate Bodily Injury & Property Damage |
| ii. \$100,000.00 | Per Each Occurrence                       |

C. Prior to execution of this Contract, VENDOR shall provide all applicable certificates of insurance.

D. VENDOR shall ensure that the COUNTY is named as an additional insured to all Commercial General Liability and Business Auto Liability coverage secured in accordance with this Contract.

E. VENDOR shall provide the COUNTY no less than thirty (30) calendar days advance written notice of cancellation or modification of any insurance coverage associated with the performance of this Contract.

F. VENDOR shall ensure that all subcontractors comply with the insurance provisions set forth in this Contract.

#### **SECTION 19. INDEMNITY**

A. To the extent permitted by law, VENDOR shall indemnify, defend, and hold the COUNTY, its officers, agents, servants and employees harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly) VENDOR's performance under this Contract.

B. Moreover, to the extent permitted by law, VENDOR shall indemnify, defend, and hold the COUNTY, its officers, agents, servants and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of VENDOR's direct and/or indirect negligent or intentional acts or omissions associated with performance under this Contract.

C. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by VENDOR, pursuant to this Contract, or otherwise.

#### **SECTION 20. TERMINATION**

A. This Contract may be terminated without cause upon the COUNTY, providing at least Three Hundred & Sixty-Five (365) calendar days advance written notice to the VENDOR of such notice of termination without cause. Such written notification shall indicate that the COUNTY intends to terminate this Contract Three Hundred & Sixty-Five (365) days from the date of notification (unless a date greater than Three Hundred & Sixty-Five (365) days is specified).

B. Consistent with other provisions of this Contract, **VENDOR** shall be compensated for any services and/or expenses that are both authorized under this Contract and that are performed and/or accrue up to the termination of this Contract.

C. Upon Notice of Termination of this Contract, **VENDOR** shall:

1. Stop Work on the date to the extent specified;
2. Transfer all Work in progress, completed Work and other material related to the terminated Work to a properly permitted facility as designated by the **COUNTY**;
3. Continue and complete all parts of the Work that have not been terminated.

D. This Contract may also be terminated in any manner provided elsewhere herein.

#### **SECTION 21. NO CONFLICT OF INTEREST**

**VENDOR** represents and warrants to the **COUNTY** that **VENDOR** has no interest and shall acquire no interest, either directly or indirectly, that would conflict in any manner with performance under this Contract. **VENDOR** further represents and warrants to the **COUNTY** that the **VENDOR** has not employed or retained any elected official, officer, or employee of the **COUNTY**, in order to secure this Contract. Moreover, **VENDOR** represents and warrants to the **COUNTY** that **VENDOR** has not paid, or offer to pay, or agreed to pay, any elected official, officer, or employee of the **COUNTY**, any fee, commission, percentage, brokerage fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Contract.

#### **SECTION 22. REVIEW OF RECORDS**

As a condition of entering into this Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the **VENDOR** authorizes the **COUNTY** to examine, review, inspect and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the **VENDOR** is under no duty to provide access to documentation, not related to this Contract, and is otherwise protected by **COUNTY**, State, or Federal law.

#### **SECTION 23. ACCESS TO RECORDS**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this **Contract** shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be

blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**SECTION 24. MAINTENANCE OF RECORDS**

A. VENDOR shall maintain complete, accurate records and supporting documentation arising from the Work and provisions of these Contract Documents. Such records and documentation shall be retained in accordance with applicable State of Florida retention schedules.

B. The COUNTY shall have the right to inspect, audit and copy all such records and documentation as often as the COUNTY deems necessary for the Duration of the Contract.

**SECTION 25. SEVERABILITY**

If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**SECTION 26. NOTICES**

All notices to the COUNTY shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**St. Johns County Solid Waste Division**  
**Attn: Solid Waste Manager**  
3005 Allen Nease Road  
Elkton, FL 32033

With a copy to:

**St. Johns County Purchasing Department**  
**Attn: Purchasing Director**  
2446 Dobbs Road  
St. Augustine, FL 32086

All notices to VENDOR shall be delivered either by hand (receipt of delivery required), or by certified mail to:

**Republic Services of Florida, LP**  
**d/b/a Nine Mile Road Landfill**  
**Attn: Mr. Andrew King, General Manager**

445A International Golf Parkway  
St. Augustine, FL 32095

All other correspondence, not classified as notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, electronic mailing or text messaging.

**SECTION 27. GOVERNING LAW AND VENUE**

This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract shall be in St. Johns County, Florida.

**SECTION 28. PERMITS/LICENSES**

To the extent that VENDOR is required to secure, obtain/acquire, and maintain permits and/or licenses, in order perform under this Contract, then VENDOR shall be responsible for securing, obtaining/acquiring, and maintaining, at VENDOR's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or local law, rule, regulation, or ordinance. Specifically, VENDOR shall be required to secure, obtain/acquire, and maintain for the duration of this **Contract**, any, and all, State permits, licenses, and approvals that are required for, or associated with performance under this Contract.

**SECTION 29. COMPLIANCE WITH LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS**

Both the COUNTY, and VENDOR shall abide by, and comply with, all applicable laws, ordinances, rules, regulations, orders, policies and directives of the Local, State, and Federal governments.

**SECTION 30. USE OF COUNTY LOGO**

Pursuant to, and consistent with, COUNTY Ordinance 92-2, and COUNTY Administrative Policy 101.3, VENDOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without the express written approval of the St. Johns County Board of Commissioners.

**SECTION 31. DISCRIMINATION**

VENDOR, in its performance of this Contract, shall conform to the following Equal Employment Opportunity Statement: *"No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to*



*discrimination under any program or activity funded in whole, or in part, with funds made available by the COUNTY."*

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**Contract No.: Bid No.: 11-06 Residential Yard Trash Disposal & Recycling Services**

**Owner**  
St. Johns County (Seal)

**Vendor**  
Republic Services of Florida, LP.  
d/b/a Nine Mile Road Landfill  
(Seal)

(Typed Name)  
By: *[Signature]*  
Signature

(Typed Name)  
By: *[Signature]*  
Signature

DARRELL LOCKLEAR  
Printed Name & Title  
ASST COUNTY ADMIN.

Andrew King General Manager  
Printed Name & Title

5/9/11  
Date of Execution

3/3/11  
Date of Execution

**Cheryl Strickland, Clerk of Courts**

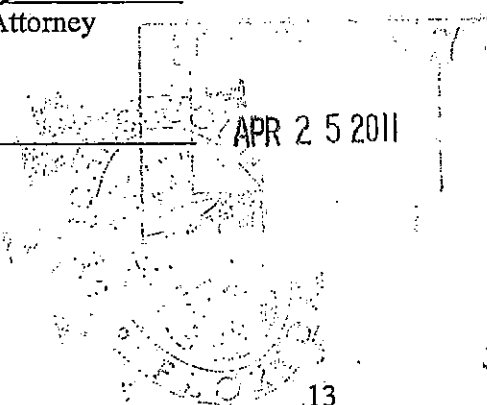
By: *[Signature]*  
Deputy Clerk

5/9/11  
Date of Execution

**Legally Sufficient:**

*[Signature]*  
Assistant County Attorney

Date: 4/21/11 APR 25 2011



**EXHIBIT 1**

**FEE SCHEDULE**

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**ST. JOHNS COUNTY SERVICE AREA: North Service Area**

**YARD TRASH RATE: \$ Eighteen Dollars & 75/Cents (\$18.75) (\$ rate per Ton\*)**

(\*U.S. Army Corps of Engineers established conversion rate = Four (4) un-compacted cubic yards per One (1) ton)

**EMERGENCY OPERATIONS RATE: \$ One Hundred Dollars & XX/Cents (\$100.00) per Additional Hour**

## EXHIBIT 2

### SERVICE SPECIFICATIONS

#### A. FACILITY

- a. Location
  - i. The Facility shall be located within the borders of St. Johns County at a site fully licensed, permitted and authorized to engage in disposal and/or recycling services by all applicable Federal, State and Local regulatory agencies and governmental entities. The Facility shall have State Certified, calibrated scales that will have capacity for the specified services.
  - ii. The Facility shall not be located in an open sink hole or in an area where geological formations or subterranean features would not provide support for the proposed facilities.
- b. Access
  - i. The Facility shall provide and maintain fully accessible internal roadways, from the legally accessed State or COUNTY maintained collector or arterial roadway to the deposit areas, for all types of wheeled motor vehicles licensed to travel roads in the State of Florida. It shall be the responsibility of the Facility to maintain roadways to allow access of specified haulers during all weather conditions.
  - ii. The Facility shall provide access to yard trash deposit areas to the general public during hours designated for public disposal.
  - iii. The Facility shall provide access to the site during normal working hours to any authorized representative of a Federal, State or Local regulatory agency or to any COUNTY representative for inspection purposes.
  - iv. The Facility shall be responsible for full security in the form of fences, personnel, and any other legal means to guard against unauthorized access or entry to the site during non-business hours.
- c. Capacity
  - i. The Facility must have the ability to manage residential yard trash to be generated by St. Johns County for the full term of the Contract and any executed renewal periods.
  - ii. Although the Facility shall be allowed to collect yard trash from other sources, the Facility shall reserve capability for service to the COUNTY to meet the requirements for the full term of the Contract.
- d. Operating Conditions
  - i. Yard trash will not be accepted at either the St. Johns COUNTY Tillman Ridge or Stratton Road Transfer Stations throughout the term of the Contract. Such yard trash will be required to be deposited at the Facility.
- e. Operating Hours

- i. **Normal Operating Hours**
    - 1. At a minimum, the Facility must be open to the public for the receipt of yard trash during the hours of 7:00 a.m. until 6:00 p.m. Monday through Friday and 7:00 a.m. until 1:00 p.m. on Saturdays.
    - 2. The COUNTY reserves the right to revise these hours either on a permanent or temporary basis as conditions dictate.
  - ii. **Site Operations:** Operations such as turning of compost windrows, movement of materials, etc., shall be confined to daylight hours unless approved by the COUNTY prior to such operations commencing.
  - iii. **Holiday Hours:** The Facility shall submit all holiday schedules to the COUNTY for review and approval. When the holiday schedule requires franchised haulers to operate on a Saturday the Facility will be required to operate during the hours of 7:00 a.m. to 6:00 p.m. at no additional cost to the COUNTY.
  - iv. **Emergency Operations:** Hours of operations beyond the Normal Operating Hours set forth in Item i.e. above during a declared emergency shall be determined by the COUNTY and the VENDOR shall be paid an established hourly fee for those operations.
- f. Noise
    - i. All equipment at the Facility shall be fitted with fully operational and working mufflers or other devices as specified or originally equipped by the manufacturer to reduce and maintain acceptable noise levels in accordance with the all applicable St. Johns County Ordinance(s).
  - g. Dust Control
    - i. VENDOR shall be responsible for using water spray or other methods acceptable to the COUNTY for control of dust resulting from traffic within the Facility or from operation of the Facility.
  - h. Vector Control
    - i. VENDOR shall be responsible for exterminating services or other means to effectively control or eliminate flies, rats, or other vectors.
  - i. Equipment
    - i. VENDOR shall be responsible for the purchase, maintenance and operation of all equipment required to perform the specified services.
    - ii. All equipment shall be maintained to a fully functional level to minimize down time or disruption to any of the required services.
    - iii. All equipment shall be maintained and operated in compliance with all Federal, state and local requirements by the VENDOR.

**B. VENDOR**

- a. Permits/Registrations/Licenses/Insurance
  - i. The VENDOR must hold and maintain all applicable permits/registrations/licenses required to operate the facility

- throughout the entire term of the Contract.
- ii. The VENDOR must obtain and maintain all applicable and required insurance coverage throughout the entire term of the Contract and shall be required to submit renewal and cancellation notices immediately upon issuance.
  - iii. The Facility must comply with all federal, state, and local agency statutes, ordinances, rules and regulations.
  - iv. It is the VENDOR's responsibility to provide copies of any notices of any inspection reports, warnings, non-compliance notices, violations and/or fines to the COUNTY within five (5) working days of receipt of such notice/s.
- b. Guarantees and Warranties
- i. The Facility shall guarantee the COUNTY that a minimum of fifteen percent (15%) by weight of the yard waste covered by the Contract will be recycled during the first year of operation. Each year that the Contract remains in effect following the first year, the required percentage of recycling will increase by five percent (5%), so that the required minimum for each year is:
    - Year 1 = 15%
    - Year 2 = 20%
    - Year 3 = 25 %
    - Year 4 = 30 %
    - Year 5 = 35 %
    - Year 6 = 40 %
    - Year 7 = 45 %
    - Year 8 (first year of extension) = 50%
    - Year 9 (second year of extension) = 55%
    - Year 10 (third year of extension) = 60%
- c. Ownership of Yard Trash
- i. All yard trash delivered to the site will be considered the property of the VENDOR upon acceptance at the Facility.
- d. Weighing and Records
- i. All yard trash accepted at the VENDOR Facility must be weighed or quantified. Copies of weight or load tickets with required summaries as shown below shall be submitted to St. Johns County Solid Waste Department on a monthly basis consistent with invoices. Weight or load tickets/scale records for all yard waste accepted, recycled and disposed of by the VENDOR shall be summarized into the following categories:
    1. Tons of Yard Trash accepted from within St. Johns County and covered by this Contract.
    2. Tons of Yard Trash recycled from within St. Johns County and covered by this Contract.
    3. Tons of Yard Trash disposed of from within St. Johns County and covered by this Contract

**Note:** All yard trash generated from outside of St. Johns County may be recorded and summarized by the VENDOR separately and shall not be included on St. Johns County invoices/documents.

- e. Ownership of Products
  - i. All products produced from yard trash by processing and/or recycling or other means are the sole property of the VENDOR with the COUNTY retaining no ownership rights of such products.
- f. Storage of Products
  - i. All products produced on site by processing or recycling shall meet all federal, state, or local statutes, ordinances, regulations, permits and registrations and no nuisance results from storage of such products.
- g. Sale/s of Products
  - i. Marketing and sales of the products produced at the Facility are the sole responsibility of the VENDOR.
- h. Liability/Indemnification
  - i. Since the COUNTY exercises no quality control over the production of recycled products or the day to day operation of the Facility, any liability associated with the products produced will be the sole responsibility of the VENDOR.
  - ii. The VENDOR will hold the COUNTY harmless for any costs or injury arising from the location, ownership, establishment or operation of the Facility and from the use or sale of products produced by the Facility.
- i. Employees
  - i. All duties and responsibilities associated with the hiring, training and supervision of employees shall be the sole responsibility of the VENDOR.
  - ii. Payment of wages and benefits to employees shall be the sole responsibility of the VENDOR.
  - iii. No VENDOR employee shall be in any way considered an employee of the COUNTY.
- j. Contingency Plans
  - i. VENDOR must provide a contingency plan for each of the following circumstances upon execution of the attached Contract:
    - 1. Disposal of any recycled product which cannot be sold or used by the Facility on the premises or used to make a sellable or usable recycled product.
    - 2. Disposal of any trash material accepted at the Facility which cannot be properly disposed of on the premises or used to make a sellable or usable recycled product.
    - 3. Provide and update as necessary a contingency plan detailing procedures for access and operations of the Facility during periods of heavy rainfall.
    - 4. Provide and update as necessary a contingency plan

detailing how the Facility will be secured in the event of a hurricane or other natural disaster.

5. Provide and update as necessary a Recovery Plan detailing clean-up and recovery procedures to restore the Facility to operational capacity following a hurricane or other natural disaster.
6. Provide and update as necessary a contingency plan detailing fire protection procedures, equipment and methods available at the Facility.

k. Fees/Fee Schedules

- i. VENDOR shall be paid in accordance with the approved Fee Schedule. Price adjustments must be made to the COUNTY in writing and shall only be based on documented increased costs to the Facility. Verification of these increases shall be furnished to the COUNTY upon request. Any price adjustments approved by the COUNTY shall impose upon the Facility the requirement to advise and extend to the COUNTY price reductions when costs similarly decrease. Any approved cost adjustments will be valid only upon written approval by the COUNTY in the form of a Contract Amendment and shall only become effective the date the amendment is fully executed.
- ii. The Owner reserves the right to add additional services to the Scope of Work as circumstances arise are warranted. Additional services shall only be added by Contract Change Order/Amendment and all services and associated pricing shall be approved by an authorized Owner representative or their designee PRIOR to any work being authorized.

C. OWNER

a. Delivery of Yard Trash

- i. The COUNTY will provide for separate collection and transportation of yard trash through Contracts between the COUNTY and franchised solid waste collectors who will transport and deliver yard trash to the Facility. Delivery will also be made by COUNTY Departments, St. Johns County Residents, and Vendors under Contract to St. Johns County.
- ii. Monitoring and Inspection Services.
- iii. The COUNTY reserves the right to monitor and inspect any and all aspects of the VENDOR's operation and facility without prior notice to the VENDOR.

- b. The COUNTY reserves the right to haul trash to the Facility.

**END OF SERVICE SPECIFICATIONS**