

**NASSAU COUNTY, FLORIDA**

**CONTRACT DOCUMENTS**

**WEST NASSAU LANDFILL**

**OPERATION AND MANAGEMENT SERVICE**

**BOARD OF COUNTY COMMISSIONERS**

Gene R. Blackwelder, Chairman

James E. Testone

John Claxton

Mrs. Hazel Jones

Charles A. Pickett

Michael S. Mullin,  
County Attorney

T.J. Greeson, Clerk

Jim MacLaughlin,  
County Engineer

September, 1987

AUGUST 1987

NASSAU COUNTY WEST NASSAU LANDFILL  
MANAGEMENT AND OPERATION CONTRACT

TABLE OF CONTENTS

	<u>Pages</u>
AGREEMENT . . . . .	A-1 thru A-2
Article 1 - Scope of Work . . . . .	A-2
Article 2 - Payment . . . . .	A-2 thru A-3
Article 3 - Indemnification . . . . .	A-3 thru A-4
Article 4 - Term . . . . .	A-4
Article 5 - Statement of Assurance . . . . .	A-4
Article 6 - Commencement of Work . . . . .	A-4 thru A-5
Article 7 - Conformance of General Conditions . . . . .	A-5
Article 8 - Description of Disposal Site . . . . .	A-5
Article 9 - Responsibilities of the Contractor . . . . .	A-6 thru A-19
A. Equipment . . . . .	A-6 thru A-6
B. Schedule of Operation . . . . .	A-7
C. Landfill Operation Procedures . . . . .	A-7 thru A-10
D. Maintenance . . . . .	A-10 thru A-14
E. Small Volume Unloading Area . . . . .	A-14
F. Wet Weather Disposal Operations . . . . .	A-14
G. Inspection and Corrective Action . . . . .	A-14 thru A-15
H. Records, Cash Flow and Billing . . . . .	A-15 thru A-16
I. Operation of Scales . . . . .	A-16
J. Records of Landfilling . . . . .	A-16
K. Personnel . . . . .	A-17 thru A-18
L. Security . . . . .	A-18
M. Customer Service . . . . .	A-18 thru A-19
N. Subsurface and Surface Drainage Systems. . . . .	A-19
Article 10 - Responsibilities of the County . . . . .	A-19 thru A-21
A. Ownership and Damages . . . . .	A-19
B. Approval . . . . .	A-20
C. Inspection . . . . .	A-20
D. Payment to the Contractor . . . . .	A-20
E. Environmental Monitoring . . . . .	A-21
F. Collection of Fees and Deposits . . . . .	A-21

TABLE OF CONTENTS (Continued)

	<u>Pages</u>
Article 11 - Special Conditions . . . . .	A-21 thru A-25
A. Failure to Cover Solid Waste or Correct Operation Defects . . . . .	A-21 thru A-22
B. Right to Require Performance . . . . .	A-22
C. Default of Contract . . . . .	A-22 thru A-23
D. Decisions of Questions . . . . .	A-23
E. Force Majeure . . . . .	A-23 thru A-25
F. Vacating the Facility . . . . .	A-25
 GENERAL CONDITIONS	
Article 1 - The Contract Documents . . . . .	GC-1
Article 2 - Definitions . . . . .	GC-1 thru GC-6
Article 3 - Preliminary Matters . . . . .	GC-6 thru GC-8
Article 4 - Interpretation and Intent of Contract Documents . . . . .	GC-8
Article 5 - Reference Points . . . . .	GC-8 thru GC-9
Article 6 - Bond and Insurance . . . . .	GC-9 thru GC-13
Article 7 - Contractor's Responsibilities . . . . .	GC-13 thru GC-18
Article 8 - Work by Others . . . . .	GC-18 thru GC-19
Article 9 - County's Responsibilities . . . . .	GC-19
Article 10 - County Engineer's Status during Operation and Management . . . . .	GC-19 thru GC-22
Article 11 - Changes in the Work . . . . .	GC-22
Article 12 - Change of Contract Price . . . . .	GC-23
Article 13 - Warranty and Guarantee; Acceptance of Defective Work . . . . .	GC-23 thru GC-25
Article 14 - Payment and Completion . . . . .	GC-25 thru GC-26
Article 15 - Suspension of Work and Termination . . . . .	GC-27 thru GC-28
Article 16 - Miscellaneous . . . . .	GC-28
Article 17 - Maintenance of Records . . . . .	GC-29
Article 18 - Nassau County Equal Opportunity Clause . . . . .	GC-29 thru GC-30
Schedule A - Minimum Equipment List . . . . .	GC-31

AGREEMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of September, 1987, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, party of the first part, hereinafter called the "County"; and Western Waste Industries, a California corporation, party of the second part, hereinafter called the "Contractor".

WITNESSETH THAT:

In consideration of the mutual agreements contained herein, the parties agree as follows:

WHEREAS, the Contractor, having examined the scope of the work for the OPERATION AND MANAGEMENT OF THE NASSAU COUNTY, WEST NASSAU LANDFILL, hereinafter referred to as the "Project", has submitted to the County a proposal for management and operation of said landfill; and,

WHEREAS, The County has found the Contractor to be the most responsible proposer whose proposal is in the best interest to the County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Contractor shall furnish all equipment, materials, and labor necessary for the management and operation of the Project, including continued construction and maintenance. The Contractor shall comply and be bound by all the terms of the Contract Documents as specified in Article I of the General Conditions; and all applicable local, state and federal regulations including Chapter 17-7 of the Florida Administrative Code (including St. Johns River Water Management District's [SJRWMD] and Department of Environmental Regulation's [DER] permits and consent orders) which are made a part hereof by reference as if set forth herein or by change order as provided herein.

IN ADDITION to operation and maintenance services included in Contractors base bid proposal. The County awards the Contractor "Additive Alternate No. 1" - "Subsurface and surface water drainage system design, approval and construction" as hereinafter described.

ARTICLE 1 - SCOPE OF THE WORK

The Contractor shall accept for disposal all solid waste generated in the Town of Callahan, the Town of Hilliard, the City of Fernandina Beach, and Nassau County, whether delivered by automobile, trailer or truck except waste expressly prohibited by laws, applicable regulations, permit conditions, or the terms of this Agreement.

The composition of waste shall include all ordinary residential wastes, yard wastes, commercial waste, nonhazardous solid or semi-solid industrial waste (as defined in the General Conditions), and land clearing debris. The disposal of all toxic and hazardous wastes is prohibited and shall be rejected if brought to the site.

Generally, the scope of work includes all work necessary in order to dispose of the solid waste referenced, but is not limited to, the following items: continued construction (including any additional required engineering, design hydrological or other work related to this operation), and operation (including complying with all local, state, and federal regulations and all applicable permits). The Contractor will be responsible for the design and construction of his equipment maintenance facilities at such locations as approved by the County.

ARTICLE 2 - PAYMENT

The County agrees to pay and the Contractor agrees to accept as full compensation, for all work done and materials furnished; for all costs and expenses incurred, and lost or damages sustained by reason of action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the work; for all risks of each description connected with the work; for all expenses

incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified; and for well and faithfully completing the work, and maintaining the work in good condition until the final payment is made; on a monthly basis, an amount equal to the price per ton times the number of tons delivered to the Contractor for that month, at the rate of Eleven Dollars and Sixty Two Cents (\$11.62) (including Amendment No. 1 - subsurface and surface water drainage systems) per ton during the first year of the initial term, and at the rate of Twelve Dollars and Forty Five Cents (\$12.45) (including Amendment No. 1 - subsurface and surface water drainage systems) per ton during the second year of the term. By the tenth of each month, the Contractor shall furnish the County all records certifying the tonnage of material crossing the scale for disposal during the proceeding month along with an invoice for payment. The County agrees to pay the Contractor within twenty (20) days of receipt of an acceptable invoice. Emergency operation of the landfill beyond specified hours shall be paid at the rate of \$900.00 per twelve hour shift provided that Contractor shall be paid for a minimum of four hours for any emergency operations conducted beyond the specified hours (see Article 9, Section B).

### ARTICLE 3 - INDEMNIFICATION

The Contractor will indemnify and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, providing that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation shall not be limited

in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefits acts or other employee benefit acts. Contractor's total proposal price includes this indemnification.

ARTICLE 4 - TERM

The initial term of this Agreement shall be for the two-year period beginning from the first day of operation of the Project (on or about October 1, 1987). County, at its option, may extend the initial two-year term of this Agreement for an additional period of time, on the basis of term mutually acceptable to and agreed upon by County and Contractor. This intent to extend this Agreement by the County must be conveyed to the Contractor, in writing, not less than 120 days prior to the expiration of the initial two-year term.

ARTICLE 5 - STATEMENT OF ASSURANCE

During the performance of this contract, the Contractor herein assures Nassau County, Florida, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color, national origin, religion, sex age, handicap, or marital status discriminate in any form or manner against said Contractor's employees. The Contractor understands and agrees that this contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures Nassau County, Florida, that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era and Disabled Veterans within its protective range of applicability.

ARTICLE 6 - COMMENCEMENT OF WORK

(A) The work to be performed under this Contract shall be commenced not less than twenty-one (21) calendar days from the written "Notice to Proceed" date. The Contractor shall have a responsible company

representative inspect the site within twenty-one (21) days of the "Notice to Proceed" date and weekly thereafter during construction of the Project. In any event, the Contractor shall begin full disposal operations on or before October 1, 1987.

(B) Time is of the essence for the commencement of the work. Failure to begin full disposal operations in accordance with Article 6(A) shall be liable to the County for an amount of Five Hundred Dollars (\$500) for each calendar day of delay as "liquidated damages" for the County's operation, management, administrative and clerical costs. "Liquidated damages" do not include damages to third parties to which the County is ultimately responsible as the result of the Contractor's failure to comply with the provisions of this Agreement. Such third party damages will be paid by the Contractor to the County in addition to "liquidated damages" as specified herein.

#### ARTICLE 7 - CONFORMANCE WITH GENERAL CONDITIONS

The Contractor will perform all work under this Agreement in conformance with all covenants and conditions of the Contract Documents as specified in Article I of the General Conditions. The General Conditions are an integral part of this Agreement.

#### ARTICLE 8 - DESCRIPTION OF DISPOSAL SITE

A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 TOGETHER WITH A PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALL BEING IN SECTION 8, TOWNSHIP 2 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA AND LYING EAST OF THE EAST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS VOLUME 217, PAGES 522 THROUGH 524 OF THE PUBLIC RECORDS OF SAID COUNTY AND ITS SOUTHWESTERLY PROJECTION OF THE EASTERLY LINE THEREOF.

ARTICLE 9 - RESPONSIBILITIES OF THE CONTRACTOR

A. Equipment

1. Description

The equipment utilized in the operation shall be of adequate number, type, and size to handle at least the expected waste load per day and to accomplish the necessary associated operations (including non-daylight hours), including excavation; spreading, compacting, and covering refuse; and refuse handling at the small volume unloading area. The Contractor shall have equipment of recent model.

All of the equipment will be fully equipped for use on a landfill with all necessary safety equipment. Equipment necessary for related activities such as maintenance of retention basins shall also be provided.

2. Compaction

The equipment utilized in the operation of the sanitary landfill shall be capable of compacting the waste delivered to a minimum average in-place density of 1,000 pounds per cubic yard. Density shall be subject to periodic measurement by the County.

3. Minimum Equipment

The heavy equipment for landfilling, listed in Schedule A, shall be the minimum retained in operable condition on the site for the duration of this Agreement. The Contractor shall at all times have available sufficient equipment so as not to cause unreasonable delays in unloading.

4. Preventive Maintenance

The Contractor will immediately develop and implement a routine preventive maintenance program to complement the reliability of all system components; e.g., bulldozers, compactors, etc., to help ensure the system's operating reliability.

B. Schedule of Operation

The Contractor shall allow public access to the landfill for deliveries of solid waste between the hours of 7:00 a.m. and 7:00 p.m. The landfill shall be open on all days of the year except Sundays and the following holidays: New Year's Day, July 4th, Labor Day, Thanksgiving, and Christmas. In cases where one of the holidays falls on a Sunday, the Contractor shall operate the facility on the proceeding Saturday and the following Monday. Unless prior written approval is obtained from the County on a case-by-case basis, no heavy machinery shall be operated by the Contractor between the hours of 9:00 p.m. and 6:00 a.m.

Access to all facilities shall be limited to those times when authorized personnel are on duty. At all other times the premises shall be secured and all gates locked so as to prevent access.

In the event emergency conditions cause interruption of the normal schedule of the County, the Contractor shall, upon 24 hours notice by the County, open the landfill to accept solid waste on hours or days when the landfill would normally be closed. Emergency conditions shall mean conditions caused by natural disaster or acts of God over which the County or the Contractor have no control.

C. Landfill Operation Procedures

The landfill operating procedures shall comply with all applicable rules, regulations, and ordinances as specified elsewhere in this Agreement.

1. Hazardous Waste

The Contractor shall review laboratory analysis results and other pertinent information on industrial process waste or commercial waste, which may be hazardous, prior to landfill disposal and shall make a recommendation to the County whether the waste is hazardous or non-hazardous. It shall also be the Contractor's responsibility to check all incoming refuse at the point of disposal as to acceptability and refuse disposal of prohibited wastes. The Contractor shall notify the county of violations.

Any waste which the Contractor has reason to believe to be a toxic or hazardous waste will be rejected unless specifically approved by the County for disposal. The Contractor will keep a record of all such rejections for inspection by the County. The County Engineer shall be the sole judge of whether the waste constitutes a toxic or hazardous waste as defined in the Contract Documents.

The County Engineer shall make his decision based upon a laboratory analysis for hazardous waste constituents to be submitted by the owner of the waste, the recommendation of the Contractor and recommendations from the State of Florida Department of Environmental Regulation.

2. Daily Cell Construction

The solid waste shall be formed into cells and in accordance with accepted landfill operating practice. Solid waste shall be spread and compacted into thin layers, having a minimum average in-place density of 1,000 pounds per cubic yard. The working face shall be kept as narrow as practical for a safe and efficient operation of equipment and unloading of trucks.

All solid waste shall be covered daily with at least six (6) inches of compacted soil. Cover materials shall be graded and compacted in a manner which will prevent erosion and ponding of stormwater. The in-place cover shall be maintained until further filling and/or the addition of final cover is made.

3. Sequence of Landfilling

The progression of filling shall be as directed (or approved) by the County Engineer. The Contractor shall establish final grades subject to the approval of the County and may be subject to regarding if not in accordance with mutual agreement between the County Engineer and Contractor.

Interim seeding of a suitable cover crop (or other approved methods of preventing erosion) shall be applied to all intermediate cover.

An intermediate cover of one (1) foot of compacted earth in addition to the six (6) inch initial cover shall be applied within seven (7) days of cell completion if final cover is not to be applied within two (2) months of cell completion.

All earth and topsoil on the landfill site is the property of the County and shall not be removed from the site by the Contractor.

Stockpiles shall be situated at locations and in a manner appropriate for maintaining proper drainage. Inactive earth stockpiles or inactive slopes of active earth stockpiles shall have maintained cover crop seeding (or other approved methods of preventing erosion). All stockpile locations must have prior approval by the County.

Cover material shall be suitable for its intended use and shall be approved by the County. The required final earth cover and

intermediate cover on cell slopes shall be constructed so as conform to the approved DER requirements.

Internal and peripheral drainage shall be maintained at all times. Filling procedures or temporary stockpiles shall not cause surface drainage to be directed toward or ponded upon refuse or completed lifts.

The Contractor shall be responsible for repair of areas of final or interim cover which washout due to erosion. The Contractor shall be responsible for repair and restoration of depressions from settlement of completed landfill areas. All such work shall be performed at the Contractor's expense and no reimbursement shall be provided by the County for this work.

D. Maintenance

1. Nuisance - Hazard

a) Litter - The Contractor shall be responsible for the prevention, collection, and disposal of all litter on the landfill, along the service roads within the site, and along the access road to the disposal site. He shall keep blowing litter to a minimum by employing sound landfilling techniques; including covering portions of a cell as constructed and by erecting portable fencing around the working areas. The entire area shall be cleaned of litter at least daily. The Contractor shall promptly collect any litter leaving the property.

b) Dust - The Contractor shall utilize dust control methods as necessary or as directed by the County. Dust from vehicular traffic, earthwork or landfill operations shall not be allowed to become a nuisance to off-site residences or hazardous to on-site personnel.

Dust may be controlled by the appropriate application of water, calcium chloride, quick growing vegetation or other County/DER approved methods.

The Contractor shall take the necessary remedial measures to prevent soil or dirt transferred from the landfill site onto the service road or access road by truck wheels and undercarriages, from creating a nuisance or a hazardous situation.

- c) Vectors and Birds - The Contractor shall prevent or remove any nuisance due to insects, rodents, or birds by diligent daily cover and any other measures deemed necessary by the County at no additional cost to the County. The necessity for additional vector and/or bird control shall be determined by the County and appropriate control measures shall be promptly instituted by the Contractor.
- d) Scavenging or Salvaging - No scavenging or salvaging shall be permitted at the disposal site.
- e) Burning - All open burning shall be prohibited.
- f) Noise - The operation of equipment, scheduling, and work procedures shall be done in a manner consistent with the minimization of annoying or injurious noise to persons on or off the site. The Contractor agrees to abide by local and state noise regulations.

2. Building, Grounds, and Utilities

The Contractor shall maintain the buildings, furnishings, grounds, and utilities in good repair and in a clean, neat, and orderly manner. The Contractor shall be responsible for routine maintenance to the scale and scale building. The Contractor will be responsible for obtaining the furnishings necessary

for the facilities. The Contractor shall provide all electricity to the landfill site and scalehouse, and telephones to be used by the Contractor and County Representative.

Sanitary facilities and safe drinking water will be provided by the Contractor.

Contractor shall maintain any landscaping, shrubs, trees, etc. that may be provided by the County or Contractor.

A permanent sign, subject to the approval of the County and meeting the requirements of the County, shall be posted at the site entrance identifying the facility name and operation, the name and address of the County, and the name and address of the Contractor. Additional signs shall be provided prior to weigh in which show the schedule of days and hours of operation, when open to the public, the current schedule of fees and charges (if any), and prohibited wastes.

3. Fire Control and First Aid

The Contractor shall have complete fire control capability and shall train his personnel in fire control procedures. The Contractor shall take immediate steps to thoroughly extinguish any fires which may break out at the site.

The Contractor shall provide communication facilities for emergency purposes and arrange with the local fire protection agency to provide firefighting forces. Any assessments or fees by the fire district shall be the responsibility of the Contractor. The Contractor shall also arrange for periodic inspections by the local fire department to satisfy compliance with fire regulations.

Basic emergency first aid supplies and apparatus shall be readily available on the site and the Contractor shall provide

at least one employee with fundamental first aid training at the site during all operating hours.

4. Maintenance of Traffic

The Contractor shall provide for smooth and efficient traffic flow at all times. He shall erect and maintain signs or barricades on the landfill along the access roads as necessary or as directed by the County.

The Contractor shall maintain the access road and the haul roads on the landfill site as may become necessary for the safe and expeditious movement of traffic. All paved roads within the site shall be maintained free of tracked debris and soils.

Internal haul roads on or adjacent to any disposal or excavation area shall be all-weather. When it is determined that a road will be destroyed by landfilling and that wet weather does not require otherwise, the haul road may be of graded and compacted earth only.

Temporary service roads to or adjacent to any disposal or excavation area shall be maintained as all-weather stabilized roadways. Temporary service roads shall be stabilized to insure that all portions of such roads, including roads at six percent (6%) grades, provide access to the active disposal areas during all weather conditions. Temporary service roads shall terminate no further than 75 feet from an active disposal area. Failure by the Contractor to provide and maintain temporary service roads during all weather conditions shall be cause for the County to take immediate corrective action at the Contractor's expense.

5. Access to Monitoring Sites

The Contractor shall maintain access to all on-site monitoring locations. Such access shall be for a four-wheel drive vehicle. The Contractor shall render prompt assistance to any monitoring personnel experiencing difficulty in getting to or from a monitoring site.

E. Small Volume Unloading Area

An area shall be provided and maintained for unloading small volumes of waste for convenience of persons delivering solid wastes by pick-up or van trucks, with or without utility trailer attached thereto.

This area shall be maintained clear of debris. Materials shall be periodically removed, and overnight accumulation shall be prohibited.

F. Wet Weather Disposal Operations

The Contractor shall stockpile roadway stabilizing material and make special provisions for uninterrupted and convenient disposal of solid waste during wet weather.

G. Inspection and Corrective Action

The Contractor shall be required to allow free access for inspection of the site at all times to the County, its authorized representatives, and to the proper representatives of any other authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance, regulation, and this Agreement. The Contractor shall, immediately prepare a response to a notice of violation and begin corrective action against any noncomplying condition. Failure by the Contractor to correct a condition which is required by law or these Contract Documents shall result in the County taking whatever

measures are necessary to correct the condition and deduct the cost of taking such corrective action from the Contractor's monthly payment. The continued or repeated failure of the Contractor to correct any such noncomplying condition shall constitute a material breach of the Contractor's obligation herein.

H. Records, Cash Flow and Billing

1. Fee Schedule for Landfill Users

Any fee schedule for landfill users shall be determined only by the County.

2. Method of Measurement

The number of tons of solid waste upon which tonnage payment shall be made shall be determined by weighing every delivery vehicle, except those directed to the small volume unloading facility or optional portion of the landfill reserved for those small vehicles described in Article 9, Section E. Those vehicles to be weighed shall be weighed in and out to determine their net payload for each delivery. The scales shall be designed to provide necessary statistical information in a manner adapted to the accounting procedures of the County.

In the event that the scales are inoperable or otherwise out of service, the number of tons shall be determined by measurement of cubic yards of materials carried in open or manually opened vehicles or by cubic yard capacity or fully enclosed, self unloading refuse bodies, whether full or not, on the basis of 3.75 cubic yards equaling one ton. Cubic yard data shall be manually entered upon the weight tickets and all tabulations shall be kept by cubic yards on those occasions where measure is utilized. The basis of 3.75 cubic yards per ton is established from historical records of the Contractor from landfills at other locations. The County and Contractor agree to review actual operational data from the landfill operated under this

Agreement within a period not to exceed twelve (12) months from the date of installation of scales and shall mutually agree to adjust the basis up or down based upon the average ratio of yards to tons as determined from the actual records. If the average ratio as determined from the records is less than 3.75 cubic yards to the ton, County shall pay Contractor the difference between the amount actually paid Contractor and the amount due to Contractor as calculated using the average ratio of yards to tons as revealed by the actual records. Such sum shall be due and payable within thirty (30) days following the month in which such average ratio is calculated. In the event the average ratio of yards to tons is determined to be higher than 3.75 yards per ton the County shall deduct the difference between amount paid Contractor and amount due Contractor from the following months invoice.

I. Operation of Scales

The Contractor shall provide a trained scale operator. The County may (at its discretion) provide an inspector (or supplemental operator) at the scale operation at its sole expense.

J. Records of Landfilling

A detailed description of completed portions of the sanitary landfill shall be provided by the Contractor to the County monthly. This description shall include the general type and location of deposited solid waste, original and final terrain descriptions, and other pertinent characteristics of the completed portion of the sanitary landfill site, including any deviations from the plan of operation.

K. Personnel

1. Contractor's Office

The Contractor shall be required to maintain an office in the facility at the site with telephones and such attendants as may be necessary to handle complaints and orders for special service and to receive instructions from the County.

2. Personnel

The Contractor's Manager over the operation shall be an individual who has experience in earthmoving and solid waste handling and disposal. All workmen employed by the Contractor shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Agreement due to the Contractor's inability to obtain workmen of the number and skill required may constitute a default of the Agreement.

- a) The Contractor shall assign a qualified person or persons to be in charge of his operations in the County and shall inform the County of said person or persons identity with a description of his qualifications and experience. Such person or persons shall be on-site and available at all times during the scheduled hours of operation.
- b) The Contractor's employees will be furnished clean uniforms that bear the company's name.
- c) The County reserves the right to request that the Contractor dismiss or relocate away from the site, any employee of the Contractor who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his duties.

d) The Contractor shall provide suitable operating and safety training for all personnel working on the Project. The site shall be staffed at all times with at least one employee who is trained in first aid and has a first aid kit.

The Contractor shall maintain a working force of adequate size and skills to properly operate the landfill, including the small volume disposal area.

L. Security

The Contractor shall be responsible for security of the Project site at all times. During and after operating hours, the Contractor shall be responsible for all property damage or equipment losses resulting from performance of his duties under this Contract and shall indemnify the County as specified in Article 3 of this Agreement.

The Project site for which the Contractor shall be responsible shall be the area within the limits of the permitted landfill, the borrow area, landfill access road and all roadways within the site property boundary, all drainage facilities (including culverts, ditches, swales and basins within the site property boundary), and all buildings, structures and equipment within the site property boundary.

M. Customer Service

Complaints, property damage, and other special claims which are initiated by private citizens or any other party against the landfill, its operation, or any activity of the Contractor shall be the sole responsibility of the Contractor.

The Contractor shall immediately notify the County of complaints concerning the operation of the landfill from private citizens or

any other party against the landfill, its operation, or any activity of the Contractor.

N. Subsurface and Surface Drainage Systems

The Contractor shall be responsible for the design, approval, and construction of the sub-surface and surface water drainage system in accordance with the DER requirements and as necessary to continue operation of the working area. The approval may take the form of a DER/SJRWMD review and statement of approval in the Consent Order or the approval may be an actual permitting process. In any case, the Contractor is not responsible for design items related to leachate control/treatment or groundwater monitoring conditions that exist prior to this contract.

ARTICLE 10 - RESPONSIBILITIES OF THE COUNTY

A. Ownership and Damages

The County shall own all land, mineral rights, landfill gas recovery rights, trees, and permanent improvements to the Project site (except capital improvements listed below).

The Contractor shall provide the following capital improvements for the West Nassau Landfill as approved by the County.

1. Provide electric and telephone service to the office facilities at the landfill site, provided the County makes such service available at the intersection of U.S. Highway 301 and the entrance road to the landfill.
2. Install computerized vehicle weigh scales, scale head and indicator, and scale house to weigh and record waste materials received at the landfill.

3. Install security fencing and lighting as appropriate to properly secure the landfill site.

The cost component of the base price for capital improvements listed above (Items 1 thru 3) is based on depreciating these capital improvements over a five (5) year service life using the straight line method of depreciation. The Contractor shall maintain a detailed record of the actual cost of each capital improvement. In the event that the Contract between this Contractor and the County is not extended or renewed beyond the two (2) year term or is terminated for any reason prior to five (5) years from the effective date hereof, the County shall reimburse the Contractor for the remaining net book value (cost less depreciation) of the capital improvements using the actual cost and depreciation method described above.

B. Approval

The County shall approve all design and location plans for construction of any additional facilities prior to initiation of construction. County approval must be a formal approval as certified by the County.

C. Inspection

To insure that any detailed approved plans, permit conditions, regulations and laws for the operation of the sanitary landfill are complied with, a representative of the County may inspect the landfill site in operation as often as required by the County Engineer during the term of this Agreement. A County employee may be assigned full-time duties at the Project to insure compliance with the Contract Documents.

D. Payment to the Contractor

The County shall pay the Contractor within 30 days of the end of the month, in accordance with Article 2 of this Agreement.

E. Environmental Monitoring

The Contractor shall be responsible for all monitoring of the land-fill site which may be required in direct connection with the operation. The Contractor is not required to perform groundwater or other hydrogeological monitoring required as a result of material placed prior to the date of this Agreement.

F. Collection of Fees and Deposits

The Contractor shall weigh all vehicles delivering solid waste to the site. In the event the County shall collect all cash fees due to the County for waste disposal, such fees shall be collected by a County employee in accordance with a fee schedule as provided from time to time by the Board of County Commissioners.

The Contractor shall furnish to the Contractor a weekly summary of all vehicles weighed, the amount of waste disposed of during the week and copies of all weight tickets.

ARTICLE 11 - SPECIAL CONDITIONS

A. Failure to Cover Solid Waste or Correct Operation Defects

If the Contractor fails to promptly cover any disposal area or to correct any defect as directly within 24 hours after notice, in writing, by the County; the County may cause the same to be done and the cost of so doing shall be paid from money deposited, bond posted, or by the money or payments due the Contractor as herein provided.

If the Contractor is unable for any cause to resume performance at the end of 30 working days, all obligations of the County under this Contract shall cease, and the County shall be free to negotiate with other Contractors regarding the operation of said site or sites. If

any agreement with another Contractor is reached, this Agreement shall not release the Contractor herein of his liability to the County for breach of this Agreement and/or other remedies available to the County for breach of Agreement.

B. Right to Require Performance

The failure of the County at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions herein be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

C. Default of Contract

Should the Contractor, in the opinion of the County Engineer, abandon or delay unnecessarily the performance of, or in any manner refuse or fail to comply with any of the terms of this Agreement or neglect or refuse to comply with, the instructions of the County relative thereto, the County Engineer shall notify the Contractor in writing of such abandonment, delay, refusal, failure, or neglect, and direct Contractor to comply with all provisions of the Contract. Contractor shall have thirty (30) days after receipt of such written notice in which to cure, remedy or correct the alleged default and comply with the term of this Agreement. Upon failure of Contractor to take remedial action within the thirty (30) day period copies of such written notice and a letter indicating the Contractor's failure to remedy shall be mailed to the Surety that issued the Performance and Payment Bond and the letter indicating Contractor's failure to remedy presented to the Board of County Commissioners for action to determine whether or not Contractor is in default. The Board of County Commissioners shall hear the matter at an open session within ten (10) days after receipt of such written notice from the County and shall make a determination within seven (7) days after hearing by the Board of County Commissioners whether or not the action in

question is a breach of the terms of this Contract. The Contractor agrees to be present at such hearing, and show cause why he has abandoned, delayed, refused, failed, or neglected to comply with the terms of the Contract.

Should the Contractor fail to appear or fail to show cause why he had abandoned, delayed, refused, failed, or neglected to comply with the terms of the Contract satisfactory to the Board of County Commissioners, such Board may declare a default of the Contract and notify the Contractor and the Surety that issued the Performance and Payment Bond of such declaration of default, and the Board of County Commissioners may take such other action as it may deem advisable.

Upon receipt by the County of such declaration of default, the Contractor agrees upon request of the County that we will discontinue the work and vacate the landfill site.

D. Decisions of Questions

To prevent all disputes, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Contract shall be decided by the County Engineer, subject to the right of the Contractor to appeal to the Board of County Commissioner whose decision shall be final.

E. Force Majeure

Notwithstanding any provision other than as set forth in this Article 11, Section E - Force Majeure, the performance of this Agreement may be suspended and the obligations thereunder excused in the event that such performance is prevented by an event beyond the control of the Contractor (Force Majeure) and the Contractor acts in the following manner:

- o The Contractor shall affirmatively prove to the County the occurrence of a Force Majeure event and the time delay thereby to the performance of the provisions of this Agreement.
  
- o Should the County find that a Force Majeure event has occurred, it shall extend the time for performance accordingly. Provided that in the event the County, exercising its reasonable discretion, finds that the Force Majeure event will prevent or alter performance or for such a period of time as to make performance unreasonable, the County may declare the Agreement terminated. Compensation in the event of the termination shall be as set forth at Article 15 of the General Conditions for termination without cause.
  
- o A force majeure is defined for the purpose of this Agreement as:

Compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage, or damage resulting therefrom fires, floods, explosions, washouts, riots, strikes, slowdowns and walkouts, blockouts, industrial disturbance, or events similar to these above. Provided that any Force Majeure events or its effect must be affirmatively shown to have been beyond the reasonable control of the Contractor. Provided still further that the Contractor shall give written notice to the County within three (3) day of the event in question, served on the County Engineer, as a condition precedent to invoking the provisions of this Section E - Force Majeure.

The parties further recognize that the provision of this Article 11, Section E, shall in no way limit the Contractor's duty, as otherwise specified herein, to secure all necessary permits and comply with all applicable laws, regulations, or permit conditions related to the operation of the landfill. Any administrative or legal proceedings required to be carried

out by the Contractor shall be pursued until all available appeals have been exhausted, unless written instruction to the contrary is received from the Board of County Commissioners.

Provided still further that in the event of strikes, slowdowns, walkouts, blockouts, industrial disturbances, or other labor disputes, the Contractor will take all reasonable steps to continue full operation and/or complete construction within the required time. Among such steps which may be required would be the transfer of personnel from any other locations to the Project, hiring of additional short-term employees, and the contracting with other entities to provide the necessary equipment or manpower required to perform the Contractor's responsibilities under this Agreement.

F. Vacating the Facility

Upon vacating the site, all structures, utilities, and improvements shall be left in good condition.

The Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, he shall remove from and about the premises tools, construction equipment, machinery, and surplus materials and leave the site clean. The Contractor shall restore to their original condition, unless approved by the County, any portions of the site not designated for alteration by the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

COUNTY:

BOARD OF COUNTY COMMISSIONERS

BY: W. H. Henson, Clerk  
by Joyce Bradley, D.C.

BY: Charles A. Pickett (SEAL)

TITLE: Vice Chairman

ATTEST:

CONTRACTOR:

WESTERN WASTE INDUSTRIES

W. H. Henson  
WITNESS

BY: Zia Qureshi (SEAL)  
ZIA QURESHI

[Signature]  
WITNESS

TITLE: VICE PRESIDENT

## GENERAL CONDITIONS

### ARTICLE 1 - THE CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes (all of which are printed herein, merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract Documents.

Security Bond  
Notice of Award  
Agreement  
Performance and Payment Bond  
General Conditions  
Schedules  
Specifications

All Supplementary Drawings Issued By Change Order After Award of The Contract.

All Provisions Required by Law to be Inserted in this Contract, Whether Actually Inserted or Not.

### ARTICLE 2 - DEFINITIONS

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

"Agreement" shall mean the written agreement between the County and the Contractor covering the work to be performed; the Agreement will be attached to and made a part of the Contract Documents.

"Board of County Commissioners" shall mean the Board of County Commissioners of Nassau County, Florida, or their duly authorized representatives.

"Bonds" shall mean Proposal Security, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

"Change Order (Modification Agreement)" shall mean a written order to the Contractor signed by the County authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

"Contract Documents" shall mean each of the documents referred to in Article 1 of the General Conditions both as a whole and severally.

"Contractor" shall mean the successful proposer (and vice versa) whether corporation, firm, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assigns.

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

"Contract Time" shall mean the number of calendar days stated in the Agreement.

"Contract Work" shall mean any and all obligations, duties, and responsibilities necessary to the successful operation and management of the Sanitary Landfill Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

"County" shall mean the Board of County Commissioners, Nassau County, Florida, for whom the Contract Work is being performed; or their duly authorized representatives.

"Day" shall mean one calendar day when used in the contract Documents.

"County Engineer" shall mean the person appointed "County Engineer" by the Board of County Commissioners or his duly authorized representative. Whenever reference is made to "Agents" of the County, the word "Agents" shall be taken to include, among other agents, the County Engineer as herein defined.

"Final Acceptance" shall mean acceptance of the work by the County as evidenced by the Board of County Commissioners approval of the Final Pay Request.

"Industrial Process Wastes" shall mean solid or semi-liquid wastes, residues, or sludges resulting from the manufacture of products. The material shall be non-hazardous and shall be a consistent thickness at least 18 percent solids.

"Landfill" shall mean the West Nassau Landfill owned or controlled by Nassau County, Florida.

"Notice" shall mean written notice. Notice shall be served upon the Contractor either personally or by certified mail addressed to the Contractor at the last known place of business.

"Notice to Proceed" shall mean the written notice by the County that all conditions precedent to execution of the Contract have been met and the Contractor is required to begin the work within twenty-one (21) days.

"Notice of Award" shall mean the written notice by the County to the Contractor that the Contractor is the successful proposer.

"Plans" shall mean those drawings specifically referred to as such in these documents. Drawings issued after the execution of the

Contract to explain further, to illustrate, or to show changes in the work will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Plans. All Plans and Supplementary Drawings must be approved by the County prior to their construction or execution.

"Price Per Ton" shall mean the dollar and cents amount paid per ton for receipt and disposal of solid waste.

"Project" shall mean the continuing construction and operation of a sanitary landfill as specified in the Agreement.

"Proposer" shall mean any person, firm, or corporation submitting a proposal for the work.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

"Site" shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

"Small Volume Unloading Area" shall mean a separate unloading area for small vehicles.

"Solid Waste" shall mean garbage, rubbish, refuse, or other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, agricultural, and governmental operations, but does not include solids or dissolved material in domestic sewage effluent or other significant pollutants in water resources such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows, or other common water pollutants.

"Specifications" shall mean these General Conditions, any Special Conditions and Technical Specifications.

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the project.

"Surety" shall mean any corporation that executes, as Surety, the Contractor's Performance and Payment Bond securing the performance of this Contract.

"Technical Specifications" shall mean the portion of the specifications dealing with the technical requirements of the work to be performed under the Contract including materials, equipment, and workmanship.

"Toxic and Hazardous Wastes" shall mean materials or combinations of waste materials which require special management techniques because of their acute and/or chronic effects on air and water quality; on fish, wildlife, or other biota; and on the health and welfare of the public. These materials include, but are not limited to, volatile, chemical, biological, explosive, flammable, and radioactive waste.

"Work" shall mean the improvement and/or the means or methods necessary for its implementation and prosecution which constitutes this Contract.

Whenever in the Contract the words "directed", "required", "permitted", "ordered", "prescribed", and words of like import are used, they shall imply, unless otherwise specifically provided the direction, requirement, permission, order, designation or prescription of the County Engineer; "approved", "acceptable", "satisfactory", "in the judgement of" and words of like import shall mean, unless otherwise specifically provided

approved by, acceptable to, satisfactory to, or in judgement of the County Engineer.

### ARTICLE 3 - PRELIMINARY MATTERS

#### Award

The award of the Contract is at the sole discretion of the Board of County Commissioners. The Board of County Commissioners will make the award to the Contractor whose proposal has been determined to be in the best interests of the Nassau County. The award is based on, but not limited to: qualifications of proposers, proposed price, operational plan, and financial capacity.

#### Execution of Agreement

At least three copies of the Agreement and such other Contract Documents as practicable will be signed by the County and the Contractor. The County and the Contractor will each receive an executed copy of the Contract Documents.

#### Delivery of Bonds

The Contractor will deliver to the County the Performance and Payment Bond at the award conference held by the County wherein the Contractor shall execute the Agreement.

#### Forfeiture of Security

Failure of the successful Proposer to execute the Contract and deliver the required Certificate of Insurance and/or failure of the successful Proposer to deliver a Performance and Payment Bond within ten (10) business days after the County's award of said Contract, shall be just cause for the County to declare award of the proposal and any accompanying security bond therefore forfeited.

### Copies of Documents

The County will furnish to the Contractor three (3) copies of those available Specifications and Drawings as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

### Before Starting Work

Before starting the work, a preconstruction conference will be held to establish procedures for submissions of reports, processing applications for payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the County representatives (including the County Engineer) the Contractor, and the Contractor on-site manager.

### Qualification of Subcontractors, Material Men and Suppliers

Within ten (10) days of execution of the Agreement, the Contractor will submit to the County a list of the names of Subcontractors and such other persons and organizations proposed for those portions of the work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The County will notify the Contractor in writing if the County, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the County to make objections to any Subcontractor, person, or organization on the list shall constitute an acceptance of such Subcontractor, person, or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.

### Starting the Work

The Contractor will start the work within twenty-one (21) calendar days of the written "Notice to Proceed" date which is determined by the County.

### ARTICLE 4 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

It is the intent of the Contract Documents to describe the Project. The Contract Documents comprise the entire Agreement between the County and the Contractor.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he will call it to the County's attention in writing before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and any detailed Drawings shall govern over general Drawings. Any work that may reasonably be inferred from the Contract Documents or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence and govern.

### ARTICLE 5 - REFERENCE POINTS

#### Availability of Lands

The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will

be obtained by the County, unless otherwise specified, in the Contract Documents. If the Contractor believes that any delay in the County's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore to the County. The County will upon request furnish to the Contractor copies of all available boundary surveys and subsurface tests.

#### Unforseen Subsurface Conditions

The Contractor will promptly notify the County in writing of any subsurface or latent physical conditions at the site differing materially from those supplied by the County (if any). The Contractor will promptly investigate those conditions and advise the County in writing its course of action.

#### Reference Points

The County will establish such general reference points as, in its judgement, will enable the Contractor to proceed with the work. The Contractor will be responsible for the layout of the work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the County. He will report to the County whenever any reference point is lost or destroyed or requires relocations because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed, or moved.

### ARTICLE 6 - BOND AND INSURANCE

#### Performance and Payment Bonds

The Contractor will execute the Performance and Payment Bonds approved by the County as security for the faithful performance and payment of all his obligations under the Contract Documents.

## Contractor's Liability Insurance

The Contractor will purchase and maintain such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom -- any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the County.

### Insurance Required

#### A. General

Before starting and until completion of the finally payment by the County, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) thru (5) inclusive below.

The Contractor shall require each of its Subcontractors to procure and maintain, until the completion of that Subcontractor's work, insurance of the types and to the limits specified in paragraphs (1) thru (5) inclusive below. It shall be the responsibility of the

Contractor to insure that all its Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

B. Coverage

The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a) Employers' Liability with a limit of \$100,000 each accident.
  - b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the owner with 30 days notice of cancellation and/or restriction.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
  - a) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate combined single and limit for Bodily Injury Liability and property Damage Liability.
  - b) Premises and/or Operations
  - c) Independent Contractors
  - d) Products and/or Completed Operations

- e) Broad Form Property Damage including Completed Operations.
  - f) Contractual Coverage applicable to this specific contract including any hold harmless and/or indemnification agreement.
  - g) Additional Insured - The County is to be specifically included as an additional insured.
  - h) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the County with 30 days notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a) Minimum limit of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
  - b) Owned Vehicles
  - c) Hired and Non-Owned Vehicles
  - d) Employee Non-Ownership
  - e) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the owner with 30 days notice of cancellation and/or restriction.
4. Certificates of Insurance and Copies of Policies - Certificates of Insurance in triplicate evidencing the insurance coverage specified in the previous paragraphs (1) to (3) inclusive, and certified copies of the policy required by paragraph (4) shall

be filed with the owner before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this contract and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished 30 days prior to the date of their expiration.

The following cancellation clause must appear on the Certificate of Insurance. The present Cancellation Clause appearing on the Certificate must be X'd out and initialled by the Agent of the Insurer.

Cancellation - Should any of the above described policies be cancelled before the stated expiration date thereof, insurer will not cancel same until at least 30 days prior written notice (by certified mail) has been given to the below named certificate holder. This prior notice provision is a part of the above described policies. Job Location: Nassau County West Nassau Landfill.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### Supervision and Superintendent

The Contractor will supervise and direct the work efficiently and with his best skill and attention. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents and all rules, laws, and regulations specified herein.

### Labor, Material and Equipment

The Contractor will provide competent, suitable, and qualified personnel to survey and lay out the work. These personnel shall perform construction and operation as required by the Contract Documents. The Contractor will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, operation, and completion of the work, in accordance with the Contract Documents.

### Substitute Materials or Equipment

If it is indicated in the Contract Document that the Contractor may furnish or use a substitute that is equal to or better than any material or equipment specified, and if the Contractor wishes to furnish and/or use such a proposed substitute, he will within 30 days after the award of the contract make written application to the County for approval of such substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the County which shall be the judge of equality.

### Concerning Subcontractors

The Contractor will not employ any Subcontractor, other person, or organization of the types referred to in Article 3 (whether initially or as a substitute) against whom the County may have reasonable objections, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution

for any Subcontractor who has been accepted by the County, unless the County determines that there is good cause for doing so.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done.

The divisions and sections of the Contract Documents and the identifications of any Drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another from damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor will pay each Subcontractor a just share of any insurance monies received by the Contractor under this insurance.

#### Patent Fees and Royalties

The Contractor will pay all license fees and royalties, and assume all costs incident to the use of any invention, design, process, or device

which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the County and anyone directly or indirectly employed by them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.

#### Permits

The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his Proposal. He will also pay public utility charges.

#### Laws and Regulations

The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the Contractor observes that the Contract Documents or Drawings are at variance therewith, he will give the County prompt written notice thereof; and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he will bear all costs arising therefrom; moreover, it shall be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, rules, ordinances, and regulations.

#### Taxes

The Contractor will pay all sales, consumer use, and other similar taxes required by the law of the place where the work is to be performed.

#### Use of Premises

The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law,

ordinances, permits, or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

#### Record Drawings

The Contractor will keep one (1) record copy of all Plans, Specifications, Drawings, Supplemental Drawings, modifications, and Shop Drawings at the site in good order, and annotated to show all changes made during the term of the Agreement. These shall be available to the County and shall be delivered to the County upon completion of the Project or term of the Agreement.

#### Safety and Protection

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- a. All employees on the work and other persons who may be affected thereby;
- b. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site;
- c. Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, monitor wells, structures, and utilities not designated for removal, relocation, or replacement in the course of required performance.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work

may affect them. All damage, injury or loss to any property referred to in paragraph b or c caused directly or indirectly, in whole or in part by the Contractor, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the County, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Manager, unless otherwise designated in writing by the Contractor to the County.

#### Emergencies

In emergencies affecting the safety of persons, the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the County prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

#### ARTICLE 8 - WORK BY OTHERS

The County may perform additional work related to the project by itself, or it may let other direct contracts which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment, and the execution of work, and shall property connect and coordinate his work with theirs.

If any part of the Contractor's work depends (for proper execution or results) upon the work of any such other contractor (or the County), the Contractor will inspect and promptly report to the County in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to report shall constitute an

acceptance of the other work, except as to defects and deficiencies which may appear in the other work after execution of his work.

If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work.

#### ARTICLE 9 - COUNTY'S RESPONSIBILITIES

The County will issue all communications to the Contractor through the County Engineer.

The County will furnish the data required under the Contract Documents promptly and shall make payments to the Contractor promptly due as provided elsewhere in the Contract Documents.

The County's duties in respect of providing lands, boundary surveys, etc., are set forth in Article 5, and its duty to establish reference points is set forth in Article 5.

In connection with the County's right to stop work or suspend work, see Article 13 and 15. Article 15 deals with the County's right to terminate services of the Contractor under certain circumstances.

#### ARTICLE 10 - COUNTY ENGINEER'S STATUS DURING OPERATION AND MANAGEMENT

##### County's Representative

The County Engineer shall be the Board of County Commissioner's representative during the period of this Contract. The duties and responsibilities and the limitations of authority of the County Engineer as the County's representative during construction are set forth in these General Conditions and shall not be extended without written consent of the Board of County Commissioners.

### Visits to Site

The County Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. His efforts will be directed toward providing assurance for the Board of County Commissioners that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified professional, he will keep the Board of County Commissioners informed of the progress of the work and will endeavor to guard the Board of County Commissioners against defects and deficiencies in the work.

### Clarifications and Interpretations

The County Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferrable from the overall intent of the Contract Documents.

### Rejecting Defective Work

The County Engineer will have authority, subject to the Contractor's right of appeal as hereinafter provided, to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test or approval referred to in Article 13). He will also have authority to require special inspection or testing of the work as provided in Article 13, whether or not the work is fabricated, installed, or completed.

### Decisions on Disagreements

The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of the County's performance under the Contract Documents shall be referred initially to the County Engineer for decision, which he shall render in writing with a reasonable time.

All decisions of the County Engineer which are disputed by Contractor may be appealed by the Contractor, submitting its contentions in writing to the County Board of Commissioners shall hear evidence submitted by the Contractor and the County Engineer at a meeting of the Commission to be held within thirty (30) calendar days from the date of receipt of the written submission.

### Limitations on County Engineer's Responsibilities

Neither the County Engineer's authority to act under this Article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor, any Subcontractor, any of their Agents or employees or any other person performing any of the work.

The County Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto; and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their Agents or employees, or any other persons performing any of the work.

ARTICLE 11 - CHANGES IN THE WORK

Without invalidating the Agreement, the County may at any time or from time to time order additions, deletions, or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents.

The County may authorize minor changes or alterations in the work not involving extra costs and not inconsistent with the overall intent of the Contract Documents. If the Contractor believes that any minor change or alteration authorized by the County entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 12.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time.

The County will execute appropriate Change Orders prepared by the County Engineer covering changes in the work to be performed as provided in this Article, work performed in an emergency as provided in Article 7 and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the County.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustments to the County.

## ARTICLE 12 - CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price, except as specified in Article 11 of the Agreement.

## ARTICLE 13 - WARRANTY AND GUARANTEE; ACCEPTANCE OF DEFECTIVE WORK

### Warranty and Guarantee

The Contractor warrants and guarantees to the County that all materials and equipment will be approved by the County Engineer and that all work will be of good quality, free from faults of defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered unsatisfactory and defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

### Tests and Inspections

If the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will furnish the County the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such work required to be inspected, tested, or approved is covered without written approval of the County, it

must if requested by the County be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided.

Neither observations by the County nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

This paragraph "Tests and Inspections" applies only to the operation and materials placed in the landfill by this Agreement and shall not apply to material placed in the landfill prior to this Agreement.

#### Access to the Work

The County Engineer, his representatives, and other representatives of the County will at all times have access to the work. The Contractor will provide proper facilities for such access and observations of the work and also for any inspection or testing thereof by others.

#### County May Stop the Work

If the work is defective, if the Contractor fails to construct and operate the site in conformance with this Agreement or some other applicable law, rule or regulation, supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, the County may order the Contractor to stop the work or any portion thereof until the cause for such order has been eliminated; however, this right of the County to stop the work shall not give rise to any duty on the part of the County exercise this right for the benefit of the Contractor or any other party.

#### Correction or Removal of Defective Work

If required by the County prior to approval of payment, the Contractor will promptly, without costs to the County and as specified by the

County Engineer, either correct and defective work whether or not fabricated, installed or completed; or, if the work has been rejected by the County, remove it from the site and replace it with nondefective work. If the Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the County Engineer, the County may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the Contractor. The Contractor will also bear the expense of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

#### Acceptance of Defective Work

If, instead of requiring correction of defective work, the County prefers to accept it, the County may do so. In such case, if acceptance occurs prior to approval of final payment, the County shall apply an appropriate reduction in the Contract Price. If the acceptance occurs after the approval of final payments, an appropriate amount shall be paid by the Contractor to the County.

#### ARTICLE 14 - PAYMENT AND COMPLETION

##### Interim or Final Inspection

The County may make an inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

##### Final Inspection for Payment

After the Contractor has completed any required corrections to the satisfaction of the County and delivered all maintenance and operation instructions, schedules, guarantees, Bonds, certificates of inspection, and

other documents as required by the Contract Documents, he may make application for final payment. The final Application for Payment shall be accompanied by such supporting data as the County may require.

#### Approval of Final Payment

If, on the basis of its observation and review of the work during construction, its final inspection and its review of the final Application for Payment (all as required by the Contract Documents) - the County is satisfied that the work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, it will within ten (10) days after receipt of the Application for Payment indicate in writing its approval of payment. The County will within 20 days of presentation of an approved final Application for Payment pay the Contractor the amount approved by the County.

#### Contractor's Continuing Obligation

The Contractor's obligation to perform the work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, nor the issuance of a certificate of Substantial Completion, nor any payment by the County to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the Contract Documents.

#### Waiver of Claims

The making and acceptance of interim or final payment shall constitute a waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

County May Terminate

If the Contractor (i) is adjudged bankrupt or insolvent, (ii) makes a general assignment for the benefit of his creditors, (iii) has a trustee or receiver appointed for any of his property, or (iv) repeatedly fails to supply sufficient skilled workmen or suitable materials or Subcontractors or labor, materials or equipment, disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, disregards the authority of the County Engineer, or otherwise substantially violates any provision of the Contract Documents; the County may, after giving Contractor written notice and upon a determination by the Board of Commissioners that Contractor is in default as provided by the contract, give Contractor and his Surety seven (7) days written notice, and terminate the services of the Contractor. In such case, the Contractor shall not be entitled to receive any payment under the terms of the contract, except for work performed prior to termination.

Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

After the first year of the initial term of this Agreement, upon sixty (60) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be compensated in accordance with the provisions of the Contract, including but not limited to, payment for all work executed up to date of termination.

ARTICLE 16 - MISCELLANEOUS

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if sent by registered or certified mail (postage prepaid) to the last business address known to the County.

All Specifications, Drawings and copies thereof furnished by the County shall remain its property. They shall not be used on another Project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the County upon completion of the Project.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees, and obligations imposed upon the Contractor and the rights and remedies available to the County thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees, Agents or others for whose acts he is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

The Contract Documents shall be governed by the laws of the place of the Project.

ARTICLE 17 - MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The County and its authorized agents

shall have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

ARTICLE 18 - NASSAU COUNTY EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

- (1) General. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap, or marital status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including Apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
  
- (2) Recruitment. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

- (3) Compliance Reports. The Contractor will maintain records and information assuring compliance with these requirements and shall submit to the designated Nassau County official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether the Contractor has complied or is complying with these requirements. The Contractor will permit access to his books, records, and accounts by Nassau County for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In general, the Contractor and Subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under these Contracts.
- (4) Sanctions. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Nassau County contracts by rule, regulation, or order of the Board of County Commissioners of Nassau County, or as otherwise provided by law.
- (5) Subcontractors. The Contractor will include the provisions of paragraphs (1) through (4) in every subcontract under this Contract so that such provisions will be binding upon each Subcontractor. The Contractor will take such action with respect to any Subcontractor as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

SCHEDULE A

MINIMUM EQUIPMENT LIST (in operable condition)

For the purpose of this Proposal, all Proposers should consider the equipment as specified as the minimum acceptable.

- 1 - Landfill Compactor  
Caterpillar - 826 C
  
- 1 - Bulldozer  
Caterpillar - D-6
  
- 1 - Self Loading Scraper  
Caterpillar - 623
  
- 1 - Weight Scale System  
CMI/Cardinal
  
- 1 - 3/4 Ton Ford Pick-up

8

Article 9, Section 12.2, states that within 12 mos. after scales have been installed, the county & contractor agree to review a final operational data and adjust rates for period when scales were not operating. Contractor will pay county (reduce following mos. invoice) county will pay contractor.

\* 0.00 \*  
47,219.05 +  
45,888.50 +  
35,782.86 +  
48,347.68 +  
56,847.36 +  
45,974.25 +  
280,059.68 \*

Landfill - March (to pay) 45,974.25  
\*\*\* END OF ENTRIES \*\*\*  
ENTER: P->PO; D->DETAIL; U->UNPD VCH; A->ACCTS CRGD; M->MORE LIST; RFL->RETURN

INVOICE	VOUCHER #	P O NUMBR	AMOUNT	CHECK	DATE
LANDFILL FEB	88V03758		47,219.03	016157	03/30/8
LANDFILL JAN	88V02839		45,888.50	015581	02/23/8
LANDFILL DEC	88V02078		35,782.86	014157	02/01/8
SERV NOV 1-30	88V01408		48,347.68	013795	12/29/8
WASTE OCTOBER	88V00935		56,847.36	013541	12/09/8

=====  
 : AUTO=ON : ENTRY : JOB=BFSJVMAN: BATCH=BFWM001: FORM=03 : RRC=009122: FLD=001 :  
 =====  
 WESTERN WASTE INDUSTRIES  
 RR 1 BOX 177 W NASSAU LANDFILL  
 CALAHAN FLORIDA 32011  
 TOTAL PURCHASES TO DATE 234,085.43  
 TOTAL PAYMENTS TO DATE 234,085.43

Derry