

CONTRACT FOR TRASH HAUL ASSISTANCE

THIS CONTRACT entered into this _____ day of _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as “County”, and **Meridian Waste Florida LLC**, located at 463106 SR 200 Yulee, Fl, 32097 hereinafter referred to as “Vendor”.

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Trash Haul Assistance, Bid No. NC20-022, on August 5, 2020 at 4:00 p.m.; and

WHEREAS, the Solid Waste Department determined that Meridian Waste Florida LLC was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment “B”; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish goods/services as further described in the Technical Specifications/Scope of Work and all applicable issued Addenda attached hereto as Attachment “A” and made a part hereof. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for goods/services ordered without proper county authorization and approval. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until goods/services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, with the Contract number referenced thereon and mailed to the address provided by the Solid Waste Department. Payment in advance of receipt of goods/services by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet bid specifications and conditions. Should the goods/services differ in any respect from specifications, payment

will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the goods/services are performed as specified.

SECTION 4. Inspection/Acceptance Title (Not Applicable)

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the Solid Waste Department, unless loss or damage results from negligence by the County or its Solid Waste Department.

SECTION 5. Firm Prices

Prices for goods/services covered in the specifications shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for the goods/services will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the goods/services for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the goods/services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods/services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods/services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all goods/services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall be for the period starting October 1, 2020 and ending September 20, 2023. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions for two (2) additional one (1) year periods Total contract length and individual one (1) year extensions shall not exceed five (5) years in total. Any Contract or

amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Probationary Period

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 22. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer’s price increase. Any and all proposed increases are subject to approval by the County.

SECTION 23. Supervision

The Vendor shall act as an independent vendor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor’s employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 24. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Sub-vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation

on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Sub-vendor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described in the General Information and Insurance Requirements, attached hereto as Exhibit "1". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

SECTION 25. Performance and Payment Bonds (Not Applicable)

If applicable, Vendor shall, within ten (10) calendar days of contract execution, must provide an acceptable Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract, with a corporate surety approved by the Owner, for the faithful performance of the work outlined in Attachment "A" – Technical specifications/Scope of Work.

SECTION 26. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 27. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.
 - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 28. REQUEST FOR RECORDS; NONCOMPLIANCE

A request to inspect or copy public records relating to a public agency's contract for goods/services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the vendor of the request, and the vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

SECTION 29. CIVIL ACTION

If a civil action is filed against a vendor to compel production of public records relating to a public agency's contract for goods/services, the court shall assess and award against the vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the vendor has not complied with the request, the public agency and to the vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the vendor at the vendor's address listed on its contract with the public agency or to the vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A vendor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 30. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the contract.

SECTION 31. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Daniel B. Leeper
Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

MICHAEL S. MULLIN

Meridian Waste Florida LLC

By: _____

Its: _____

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 20 ____.

Personally known _____ or Produced Identification _____.

(Specify type of Identification)

Notary Public

My commission expires

ATTACHMENT “A”

**TECHNICAL SPECIFICATIONS/SCOPE OF WORK
TRASH HAUL ASSISTANCE – CONVENIENCE RECYCLE CENTER
BID NUMBER NC20-022**

- Trash Hauling Assistance of 20Yrd Roll-Off Bin, 30Yrd Roll-Off Bin, and Closed Top Compactor Bins.
- Assistance with bin pulls will be on an as needed basis at the request of the Solid Waste Department.
- Bins will be pulled from the Nassau County Convenience Recycle Center located at 46026 Landfill Rd, Callahan, FL 32011, to the Camden County Landfill located at 1600 Hwy 110, Camden County, Ga 31569. The County also has a backup contract for trash disposal at the Chesser Island Landfill located at 367 Chesser Island Rd, Folkston, Ga 31537.
- The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
- All charges must be indicated on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
- The County desires to enter into a contract for a three (3) year initial term. The performance period of the Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions for two (2) additional one (1) year periods Total contract length and individual one (1) year extensions shall not exceed five (5) years in total. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040

Contract No. CM2904

Bid No. NC20-022

John Cox
jcox@nassaucountyfl.com

TO: All Proposers
FROM: John Cox, Interim Contract/Purchasing Manager
SUBJECT: Addendum #1
Invitation to Bid, Bid Number NC20-022
Trash Pull Assistance
July 27, 2020

REMINDER: This addendum must be acknowledged, on the "BID FORM" Section 00 41 15-1 Article 3.01. Failure to comply may result in disqualification of your submittal.

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

QUESTIONS and ANSWERS

1. Is this a stationary compactor or self contained?
[Nassau County's Compactors are self-contained.](#)
2. Who supplies the compactor and receiver box if it is stationary? Does the county own this equipment or will the hauler need to provide it?
[All roll-offs and self-contained compactors are county owned equipment used at the Convenience Recycle Center daily.](#)

ATTACHMENTS:

N/A

NOTE: You are required to acknowledge receipt of this addendum on the "BID FORM" Section 00 41 15-1 Article 3.01


End of Addendum #1

BID PRICE SHEET
TRASH HAUL ASSISTANCE – CONVENIENCE RECYCLE CENTER
BID NUMBER NC20-022

Item	Description	Price Per Pull
1	20 Yard Roll-Off Open Top Bin	\$ 175 ⁰⁰
2	30 Yard Roll-Off Open Top Bin	\$ 175 ⁰⁰
3	30 Yard Trash Compactor Bin	\$ 175 ⁰⁰

The Undersigned, as bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is, or are, named herein and that no other person that herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal, and that it is in all respect fair and in good faith, without collusion or fraud.

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.


 SIGNATURE OF INDIVIDUAL SUBMITTING BID

7-16-2020
 DATE

Dave Shepley
 PRINTED NAME

District Manager
 TITLE

COMPANY NAME: Meridian Waste Removal LLC

ADDRESS: 463106 SR 200

CITY, STATE, ZIP: Yulee, FL 32097

PHONE NUMBER: 904-849-5122 FAX NUMBER:

EMAIL ADDRESS: DSHEPLEY@MERIDIANWASTE.COM

REMINDER: THIS FORM IS TO BE INCLUDED WITH THE BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.
 ATTACHMENT "C"



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040

Contract No. CM2904

Bid No. NC20-022

John Cox
jcox@nassaucountyfl.com

TO: All Proposers
FROM: John Cox, Interim Contract/Purchasing Manager
SUBJECT: Addendum #2
Invitation to Bid, Bid Number NC20-022
Trash Pull Assistance
July 27, 2020

REMINDER: This addendum must be acknowledged, on the "BID FORM" Section 00 41 15-1 Article 3.01. Failure to comply may result in disqualification of your submittal.

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents.

ADDITIONAL REQUIREMENTS

The Nassau County Solid Waste Convenience Recycle Center located at 46026 Landfill Rd Callahan, Florida 32011, is open on the following days and hours:

Monday 8:00 – 5:00

Tuesday 8:00 – 5:00

Wednesday (Closed)

Thursday 8:00 – 5:00

Friday 8:00 – 5:00

Saturday 8:30 – 12:00

During the above workdays, listed trash haul pulls are subject to being scheduled for a haul to Camden County Landfill. Nassau County will provide one workday notification prior to required trash haul assistance.

ATTACHMENTS:

N/A

NOTE: You are required to acknowledge receipt of this addendum on the "BID FORM" Section 00 41 15-1 Article 3.01

End of Addendum #1

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use. **General Liability must include Broad Form Pollution coverage for non-owned pollution and disposal sites OR an Environmental Pollution Policy will be required.**

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Auto Liability must include Transportation Pollution coverage OR an Environmental Pollution Policy will be required.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

ENVIRONMENTAL LIABILITY INSURANCE

See notes on General Liability and Automobile Liability for alternate coverages.

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Coverage must apply to non-owned disposal sites.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability, Environmental Liability, insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.