



Lumpkin County, Georgia

Public Works

October 2, 2015

Agenda Item: Mark Robinson Hauling, Inc. – Transfer Station Lease Agreement

Item Description: Recommendation to renew the transfer station lease agreement with Mark Robinson hauling, LLC.

Facts & Historical

Information: The Lumpkin County Landfill began closure procedures in 1997 and in June of 2003 the County received its closure certificate. In 1999, the landfill site was converted to a transfer station. The transfer station was leased by contract to Mark Robinson Hauling, LLC in 2004 and has continued to be operated by him since 2004. The original contract value was \$15,000 a year. In 2011, the contract amount was increased to \$16,200 and has remained at that amount for the last 4 years. In June of 2015 this contract was revised allowing Mark Robinson Hauling, Inc. to increase the price charged for disposal from \$41 per ton to \$42.50 per ton. This revised contract ends on October 31, 2015.

- Potential Courses of Action:**
- A) Renew the contract at the current rate.
 - B) Renew the contract at a renegotiated rate
 - C) Rebid the contract in a public bid process.

Staff Recommendation:

It is the recommendation of the staff that the contract be renewed at the current rate of \$16,200 for an additional year.

**CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION**

This agreement is made and entered into this 20th day of October, 2015, between the governing authority of **Lumpkin County**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia.

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary:

1. Lumpkin County shall lease to Contractor the solid waste transfer station, including the scale house, scales and computer system currently in place, located on Barlow Road in Dahlonega, Georgia, for the amount of \$16,200.00 per year, payable as follows:

\$1,350.00 per month, in advance. The first lease payment shall be due on November 1, 2015, and shall be payable on the first day of each month thereafter until the termination of this Contract.

2. Contractor shall operate and manage the transfer station, including, but not limited to, the receipt of solid waste and the proper disposal thereof. Contractor shall be responsible for removing the solid waste from the transfer station on a regular basis so as not to allow refuse to back up at the transfer station. Contractor shall not allow refuse to remain on the floor of the transfer station overnight. Contractor shall comply with all rules of the Georgia Natural Resources Environmental Protection Division and any other state, local or federal laws, rules and regulations.

3. Contractor shall provide the loader and any other equipment necessary for the receipt and proper disposal of the solid waste.

4. Contractor shall ensure that the transfer station is open to the public every Monday through Saturday, from 8:00 a.m. until 4:30 p.m. Contractor may also open at additional times.

5. The transfer station must be adequately staffed during all hours of operation to ensure prompt and efficient service to the customers. At a minimum, Contractor must ensure that there are two employees on-site during the hours of operation, one in the scale house and one in the building to oversee unloading.

6. Contractor may not increase the current pricing without written approval from the governing authority of Lumpkin County. The current pricing is \$42.50 per ton. For individual customers delivering personal garbage, Contractor may charge \$1.00 per bag if customer wishes to pay on that basis, or at the regular pricing on per pound weight or \$5.00 per load, whichever is greater.

7. Contractor shall be responsible for paying all utilities serving the transfer station facility.

8. Contractor shall be responsible for the maintenance and upkeep of the transfer station, including, but not limited to, the scale house, scales and computer system, any other buildings used by Contractor.

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9. Contractor shall also be responsible for the repair of any damage to the property, both real and personal, during the term of this Contract. At the expiration of this Contract, Contractor shall return the leased property to Lumpkin County in the same condition as it was at the beginning of this Contract.

10. In the event that Lumpkin County desires to sponsor a free "clean up" day for the citizens of Lumpkin County, then Contractor hereby agrees to accept all solid waste from the citizens of Lumpkin County at no charge to the individuals on such day. Lumpkin County hereby agrees to pay Contractor the rate of \$20.00 per ton for all solid waste accepted on such day from said citizens of Lumpkin County. Any such "clean up" day shall only apply to individuals and not to commercial solid waste collection companies.

B. Use by Lumpkin County

Lumpkin County will retain of the use property for its recycling program; however, Lumpkin County agrees that its use shall not interfere with the operation of the transfer station and Contractor agrees that its operations shall not interfere with the operation of the recycling program.

C. Liability:

Contractor assumes all liability associated with the receipt of solid waste into the transfer station and the disposal thereof.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Lumpkin County from and against any and all claims, damages, losses, and expenses, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor, or anyone for whom the Contractor is responsible.

Without limiting the generality of the foregoing, the above indemnification provision extends to Environmental Impact Claims. "Environmental Impact Claim" is defined as claims, suits, judgments, costs, losses, expenses (including attorney's fees) which arise out of, are related to, or are based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

D. Insurance:

1. Contractor shall provide a certificate of insurance to Lumpkin County for the following coverage and amounts: \$1,000,000 general liability; vehicle insurance of \$150,000 single occurrence/ \$250,000 aggregate vehicle coverage, \$500,000 uninsured motorists, worker's compensation as required by law.

2. Contractor shall keep the required insurance in effect throughout the term of this contract.

3. The policy shall contain a requirement that Lumpkin County be notified, at least 30 days in advance, of cancellation or substantial change in the terms of the insurance.

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4. Lumpkin County is to be covered as an additional insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; premises occupied or used by Contractor, or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Lumpkin County.

5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Lumpkin County.

6. Contractor shall furnish Lumpkin County with copies of the original endorsements setting out the coverage required by this specification **and** with a copy of the document affirming that Lumpkin County is a named insured. A certificate of insurance is also required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by Lumpkin County before Contractor takes possession of the property.

E. Termination of Contract

1. This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to perform the required work under the terms of the contract.

2. This contract may be immediately terminated by Lumpkin County upon the failure of Contractor to pay the required amounts under the terms of the contract.

F. Term of Contract

This contract shall commence with an effective date of November 1, 2015, and end on October 31, 2016. This contract may be renewed for successive one year terms upon agreement of both parties.

Owner:

Lumpkin County
By:

Chris Dockery, Chairman

Contractor:

Mark Robinson Hauling, L.L.C.
By:

Mark C. Robinson, Member