AGREEMENT BETWEEN NASSAU COUNTY AND GEORGE B. WITTMER ASSOCIATES FOR DAILY COVER AT THE WEST NASSAU LANDFILL

This Agreement entered into this <u>27th</u> day of <u>June</u>, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and George B. Wittmer Associates (GBWA), whose address is 625 Oak Street, Green Cove Springs, Florida 32043.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

SCOPE OF WORK

GBWA will transport, deliver and supply approximately two hundred and seventy-five (275) cubic yards per day of cover material to the West Nassau Landfill located in Callahan, Florida. The daily soil cover should consist of uncontaminated soils from on and off site sources. The daily soil cover should be permeable (i.e. sandy material with no clay) and little to no fines (less than fifteen (15) to twenty (20) percent passing the #200 sieve). GBWA will supply one thousand two hundred fifty (1,250) to one thousand five hundred (1,500) cubic yards per week of cover materials at the stated pricing for a time period of one year. Dump locations shall be immediately adjacent existing paved roadways within the landfill.

TERM OF CONTRACT

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Contract shall be for a period of one year, beginning on the date on which the Agreement shall become fully executed and ending <u>June 26, 2006</u>. This contract may be renewed subject to mutual agreement by both parties. Contract may be terminated with thirty (30) days written notice, by certified mail, one party to the other, and shall be sent to the following:

- For the County: Lee Pickett Interim Solid Waste Director Nassau County Board of County Commissioners Director of Engineering Services Callahan, FL 32011
- For the Company: David Perdick Operations Manager George B. Wittmer Associates 625 Oak Street Green Cove Springs, FL 32043

PRICING

County shall pay GBWA a unit price of \$1.50 per cubic yard actually hauled and supplied to the West Nassau Landfill.

PAYMENT

GBWA shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the Clerk of Courts or his designee in order to establish charges and to enable compensation therefore by the County of each such invoice. The invoice shall contain the dates the materials was supplied and delivered, the measured volume of cubic yards based on the weigh tickets received through

the scale house and the amount owed for the service based upon the price listed above.

The County shall pay Company for these services, based on receipt of an invoice, within forty five (45) days pursuant to Section 218.70, Florida Statutes, Florida Prompt Payment Act.

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

DISPUTES

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Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Solid Waste Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Solid Waste Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney and the County Administrator and the Solid Waste Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other

matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall 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 Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

INDEMNIFICATION:

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Company shall indemnify, defend and hold harmless County and its respective officers, directors, employees and agents, from and against any and all claims, suits, losses, liabilities, assessments, damages, costs, and expenses, including reasonable attorneys' fees, arising under federal, state or local laws, regulations, or ordinances relating to protection of the environment, or resulting from injury (including death) to the person or damage to or loss of the property of anyone (including County and Company, and employees of County and Company) arising out of or in connection with the processing of the yard waste by Company; provided however, that such indemnification shall not apply to claims for loss, damage, injury or death if caused by the sole negligence of County.

Company shall be responsible for and shall pay or reimburse County for any and all expenses incurred by County as a result of breaches by Company of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by Company.

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Company shall maintain in full force and effect throughout the term of this contract the following types of insurance in at least the limits specified below:

Coverage	Minimum limits of Liability
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance will be by insurers authorized to do business in the State of Florida. Prior to Company being allowed on landfill premises, Company shall provide County certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. The liability insurance shall show the County as an additional insured. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to County.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first written above.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

Maren Vicner ANSLEY

ATTEST:

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JOHN A. CRAWFORD Its: Ex-Officio Clerk APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY

MICHAEL'S! MULLIN

GEORGE B. WITTMER ASSOCIATES

1/27/05

DAVID PERDICK Its: Operations Manager

A Professional Employer Organization	Request for Workers' Compensation Certificate of Insurance
Date: 62405 Requestor: 6 Company #: GLORGE B. Withmer A	bsocratement iD#: 672
Client Name:	۱ ۱
Address: 625 Oak Str	ee j
Green Cove Spr	ings FL 32043
Contact: <u>GLOVGIA</u>	105 FL 32043 Phone: 904-284-2773 Fax #: 904-284-2969
Coverages:	Limits:
Workers' Compensation:	Statutory
Address: <u>POBOY 1010</u> Fernandina	Hy Board of County Commissioners Beach, F-L 32035-1010 Fax #:
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attn: Lee Pickett

Note: Umbrella coverage is for the General Liablity policy only; excludes coverage for the Commercial Auto and Employer's Liability.

Nassau County Board of County Commissioners Director of Engineering Services Callahan, FL 32011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE AEC

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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	FAX CO	OVER	
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company :		Company : Aon Risk Service	es Inc. of FL
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NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS P.O. Box 1010 Fernandina Beach, Florida 32035-1010 Jim B. Higginbotham Ansley Acree Tom Branan Floyd L. Vanzant Marianne Marshalł

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Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

> JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

June 17, 2005

MIKE MAHANEY County Administrator

Mr. David Perdick George B. Wittmer Associates 625 Oak Street Green Cove Springs, FL 32043

Dear Mr. Perdick:

The Board of County Commissioners has approved your firm as the low bidder for the Daily Cover bid. Attached are two originals of an agreement between your firm and Nassau County for this service.

If you have no questions or concerns regarding the agreement, please execute and return the Agreements in the enclosed self-addressed envelope to my office. Upon execution by the Board, we will return one original to you for your records.

If we can be of any assistance, please do not hesitate to contact Joyce Bradley of my staff at (904) 548-4660.

Sincerely yours 1 Au John A. Crawford

Ex-Officio Clerk

JAC:jb

Enclosure