RENEWAL OF THE DAILY COVER AT THE WEST NASSAU LANDFILL AGREEMENT WITH GEORGE B. WITTMER ASSOCIATES, INC.

This renewal agreement entered into this 10th day of May, 2006, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, (hereinafter "the County") Post Office Box 1010, Fernandina Beach, Florida, 32035 and GEORGE B. WITTMER ASSOCIATES, INC., (hereinafter referred to as "GBWA"), 625 Oak Street, Green Cove Springs, Florida, 32043, for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill in Callahan, Florida, 32011.

WHEREAS, the County and GBWA entered into an Agreement on the 27th day of June, 2005 for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill located in Callahan, Florida; and

WHEREAS, the original Contract contained the provision that "this Contract may be renewed subject to mutual agreement by both parties"; and

WHEREAS, the County and GBWA have agreed to extend the terms of this Agreement for an additional year; and

WHEREAS, GBWA has advised the County that due to increased costs for the loading, processing and

transporting equipment as well as for labor, services, parts and machinery costs, it is necessary to increase the unit price of \$1.50 per cubic yard of cover material actually hauled and supplied to the West Nassau Landfill to \$1.75 per cubic yard.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for ten dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

- 1) The attached Agreement for cover material for the West Nassau Landfill in Callahan, Florida, 32011, is hereby renewed for a one year period commencing on June 27, 2006 through June 26, 2007 with the following revised Agreement:
- 2) Pricing term:

Pricing

County shall pay GBWA a unit price of \$1.50 \$1.75 per cubic yard actually hauled and supplied to the West Nassau Landfill.

- 2) All other terms and conditions of the existing Agreement for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill in Callahan, Florida, 32011, shall remain in full force and effect.
- 3) Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

THOMAS D. BRANAN,

Its: Chairman

ATTEST:

JOAN A. CRAWFORD

Its/ Ex-Officio Clerk

Approved as to form by the

Nassau County Attorney

MICHAEL & MILLIAM

GEORGE B. WITTMER ASSOCIATES, INC.

DAVID PERDICK

Its: Operations Manager

cap proj\Jarzyna\agree\landfill-cover-GBWA-5-5-06

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

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

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set Disputes shall be set forth in writing to the forth herein. 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. 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:

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.

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

ATTEST:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE

NASSAU COUNTY ATTORNEY

GEORGE B. WITTMER ASSOCIATES

6/27/05

Its: Operations Manager

APTotalSource

Request for Workers' Compensation Certificate of Insurance

Date: 62405 Requestor: Glorgid Manley							
company #: George B. Wittmer Associalis Inc 672							
Client Name:							
Address: 625 Oak Street							
Green Cove Springs II 32043							
Contact: Glorgia Phone: 904-284-2773 Fax #: 904-284-2969							
Contact: 960/910 Phone: 909-209-2 Fax #:							
Coverages: Limits:							
Workers' Compensation: Statutory							
Waiver of Subrogation: Yes No							
Certificate Holder: Nassau County Board of County Commissioners							
Address:							
Fernandina Beach, FL 32035-1010							
Attention: LQQ Pickott Fax#:							
Description/Reference:							
Remarks and/or other instructions: Plase fay Certificate to							
904-284-2969- Iwill include with contract to							
he mailed.							
Ve marker. Please call with questions:							
ADP TotalSource Certificates							
1-800-743-8130							
*Note: Additional Insureds cannot be added to your Workers' Compensation Certificate							
violikers Compensation Certificate							

From: Wendy Ajon 1800-522-7514 To: Georgia Date: 6/24/2005 Time; 10:26:12 AM Page 1 of 1 DATE (MM/DD/YY) CERTIFICATE OF LIABILITY INSURANCE 06/24/2005 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION Serial # A27916 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. AON RISK SERVICES, INC. OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE #1100 MIAMI, FL 33131-4937 COMPANIES AFFORDING COVERAGE 800-743-8130 COMPANY AMERICAN HOME ASSURANCE COMPANY A INSURED COMPANY ADP TOTALSOURCE, INC. В 10200 SUNSET DRIVE COMPANY MIAMI El 33173 С ALTERNATE EMPLOYER: **GEORGE B WITTMER & ASSOCIATES** COMPANY D COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. CO LTR POLICY EFFECTIVE DATE (MM/DD/YY) POLICY EXPIRATION TYPE OF INSURANCE LIMITS **POLICY NUMBER** DATE (MM/DD/YY) **GENERAL LIABILITY** GENERAL AGGREGATE COMMERCIAL GENERAL LIABILITY PRODUCTS - COMP/OP AGG CLAIMS MADE OCCUR PERSONAL & ADV INJURY OWNER'S & CONTRACTOR'S PROT EACH OCCURRENCE. FIRE DAMAGE (Any one fire) MED EXP (Any one person) ¢: **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT ANY AUTO ALL OWNED AUTOS BODILY INJURY (Per person) SCHEDULED AUTOS HIRED AUTOS BODILY INJURY (Fer accident) NON-OWNED AUTOS PROPERTY DAMAGE GARAGE LIABILITY AUTO ONLY - EA ACCIDENT ANY AUTO OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE 5 EXCESS LIABILITY EACH OCCURRENCE **UMBRELLA FORM** AGGREGATE OTHER THAN UMBRELLA FORM X TORY LIMITS WORKER'S COMPENSATION AND WC 3476331 06/30/2004 07/01/2005 EMPLOYERS' LIABILITY 1.000.000 COVERAGE EL EACH ACCIDENT **COVERAGE IS EFFECTIVE** 1,000,000 EL DISEASE - POLICY LIMIT AS OF: 1/25/2005 PARTNERS/EXECUTIVE 1,000,000 EL DISEASE - EA EMPLOYEE WORKERS' COMPENSATION & EMPLOYERS' LIABILITY COVERAGE FOR GEORGE B WITTMER & ASSOCIATES IS EFFECTIVE AS OF JANUARY 25, 2005 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ALL EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. *THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL NASSAU COUNTY BOARD 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, OF COUNTY COMMISSIONERS ATTN: LEE PICKETT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

PO BOX 1010 FERNANDINA BEACH, FL 32035-1010 OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE June Bette

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

From: Wendy Ajon 1800-522-7514	To: Georgia.	Date: 6/3	Date: 6/24/2005 Time: 10:23:54 AM						
ACORD CERTIF	ICATE OF LIAB	ILITY INS	URANCI	3	DATE (MM/DD/YY) 06/24/2005				
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ISURED ADP TOTALSOURCE, INC		COMPANY							
10200 SUNSET DRIVE MIAMI, FL 33173		COMPANY	COMPANY C						
ALTERNATE EMPLOYER GEORGE B WITTME									
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		_		MED EXP (Any one person)	\$				
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				PROPERTY DAMAGE	8				
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ATTN: LEE PICKETT		ſ		E SHALL IMPOSE NO OBLIGAT					

PO BOX 1010 FERNANDINA BEACH, FL 32035-1010

ACORD 25-S (1/95)

AUTHORIZED REPRESENTATIVE

AON RISK SERVICES INC. OF FLORIDA
© ACORD CORPORATION 1988

AUUND CERTIFICATE OF LIABILITY INSURANCE								DAT 06/24/	E (MM/DD/YYYY)			
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			625 Oa	k Street				INSURER B: Ha	nover Insurance C	ompany		
								INSURER C:				
			Green (Cove Springs F	L 32043	,		INSURER D:				
								INSURER E:				
CO	/ERA	<u>GES</u>	<u> </u>									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
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Note: Umbrella coverage is for the General Liablity policy only; excludes coverage for the Commercial Auto and Employer's Liability.												
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Nassau County			DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN									
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Director of Engineering Services				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								
Callahan, FL 32011			REPRESENTATIVES.									
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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.

FAX COVER

To: Georgia.

Company:

Fax Number: 19042842969

From: Wendy Ajon

Company: Aon Risk Services Inc. of FL

Fax Number: 1800-522-7514

Subject: 05-06 NASSAU COUNTY

Pages including cover page: 2

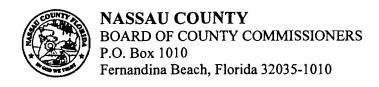
Time: 10:23:50 AM

Date: 6/24/2005

MESSAGE

ATTACHED FIND WORKERS' COMPENSATION CERTIFICATE OF INSURANCE

RECEIVED JUN 2 1 2005



Jim B. Higginbotham Ansley Acree Tom Branan Floyd L. Vanzant Marianne Marshall 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

John A. Crawford, Ex-Officio Clerk

JAC: jb

Enclosure

ACORD. CERTIFICAT	E OF LIABILIT	Y INSU	RANCE	OFID MO	DATE (MANDOWYY) 10/06/05				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE OCS NOT AMEND, EXTERNAL CONFERS NO RIGHTS UPON THE CERTIFICATE OCS NOT AMEND, EXTERNAL CONFERS NO RIGHTS UPON THE CERTIFICATE OCS NOT AMEND, EXTERNAL CONFERS NO RIGHTS UPON THE POLICIES ALTER THE COVERAGE AFFORDED BY THE POLICIES									
Surance GA 30024 Phone: 370-831-5669 Pax: 770-8	INSURERS AF	NAIC#							
HEALINESS CONTRACTOR	INSURER A:	CCI Insura	nce Company						
				urance Company	22292				
George B. Wittmer Asso	oc. The	INSURER C							
George B. Wittmer Asso 625 Cak Street Green Cove Springs FL	INSURER D								
oreen cove opinigs ru	32043	INSURER E							
THE POLICES OF INSURANCE DISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY RECUREMENT, TERM OR CONDITION OF ANY COMPACT OR OTHER COOLINEAT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, ASCRESATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
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OFFICERAMEMBER EXCLUDED?	1			EL DISEASE - EA EMPLOYEE	\$				
If viis, describe under S만드기자, PROVISIONS below				EL DISEASE POUCY LIMIT	\$				
ZHINGRIPTOX OF OPERATIONS /LOCATIONS /VEHCLES /E	XCLUSIONS ADDED BY CADORSIGN	NT / SPECIAL PROV	BACKEN						
Note: Umbrella coverage is for the General Liability policy only; excludes coverage for the Commercial Auto and Employer's Liability.									
CERTIFICATE HOLDER CANCELLATION									
Nassau Co. Board of Co Commissioners Attn: Becky 46026 Landfill Road Callahan FL 32011	SHOULD ANY OF THE ABOVE DEBCREED FOLICIES BE CANCELLED SEFORE THE SEPARATION DATE THEREOF, THE ISSUING INGURER WILL ENDEAVOR TO MAL. 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 85'SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.								
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