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

This Second Renewal Agreement entered into this <a href="https://github.com/gth.com/github.com/gith

WHEREAS, the County and GBWA entered into an agreement on the 27<sup>th</sup> 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 the contract may be renewed subject to mutual agreement by both parties; and

whereas, the parties entered into a Renewal Agreement on May 10, 2006 for a renewal period of June 27, 2006 through June 26, 2007; and

WHEREAS, the parties desire to extend the agreement for an additional one year period commencing June 27, 2007; and

whereas, GNWA has advised the County that due to increased costs for the loading, processing and transporting of equipment, as well as for labor, services, parts and machinery costs, it is necessary to increase the unit price \$1.75 per cubic yard of cover material actually hauled and supplied to the West Nassau Landfill to \$2.00 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, attached hereto as Exhibit A, is hereby renewed for a second one year period commencing June 27, 2007 through June 26, 2008 with the following revision:

### Pricing

County shall pay GBWA a unit price of  $\frac{\$1.75}{\$2.00}$  per cubic yard actually hauled and supplied to the West Nassau Landfill.

- 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, shall remain in full force and effect.
- 3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

REVIEWED BY GENE KNAGA DEPUTY COMPTROLLER

IN B. HIGGINBOTHAM

Its: Chairman

Attest as to Chairman's Signature:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE

NASSAU COUNTY ATTORNEY:

DAVID A. HALLMAN

(Signatures continue on the next page)

GEORGE B. WITTMER ASSOCIATES, INC.

DAVID PERDICK 5/17/07

Its: Operations Manager

# Attachment A

# 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 27<sup>th</sup> 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, JR.

Its: Chairman

ATTEST:

JØAN A. CRAWFORD

Its/ Ex-Officio Clerk

Approved as to form by the

Nassau County Attorney

MICHAEL S. MULLIN

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. 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:

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

ANSLEY N. ACKE

ATTEST:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE

NASSAU COUNTY ATTORNEY;

MICHAEL'S! MULLIN

GEORGE B. WITTMER ASSOCIATES

4/27/05

DAVID PERDICK

Its: Operations Manager

# Total Source A Professional Employer Organization

## Request for Workers' Compensation Certificate of Insurance

Date: 69405 Requesto	or: Georgia Manley	
Date: 624 05 Requestor  Company #: George B. Wittm	ver Associalis Inc	672
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Coverages:	Limits:	•
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Certificate Holder: Nassau C	010 na Beach, FL 3203 Fax#:	5-1010
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Date: 6/24/2005 Time: 10:23:54 AM

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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

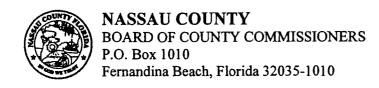
Time: 10:23:50 AM

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

MIKE MAHANEY County Administrator

June 17, 2005

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

• , • • •		

## 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.

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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

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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 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:

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

ANSLEY N. ACREE

ATTEST:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE

NASSAU COUNTY ATTORNEY;

MICHAEL'S! MULLIN

GEORGE B. WITTMER ASSOCIATES

DAVID PERDICK

Its: Operations Manager

DDUCER AON RISK SERVICES, INC. OF FL 1001 BRICKELL BAY DRIVE, SUIT MIAMI, FL 33131-4937 800-743-8130	Serial # A2			URANCI	Book and the Control of the Control	06/24/2005
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10200 SUNSET DRIVE MIAMI, FL 33173	•		COMPANY			· · · · · · · · · · · · · · · · · · ·
ALTERNATE EMPLOYER: GEORGE B WITTMER	& ASSOCIATES	}	COMPANY			
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٠ 4	ACORD CERTIFICATE OF LIABILITY INSURANCE  DATE (MM/DD/YYYY) 06/24/05							
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			Green Cove Springs FL 32043		INSURER D:			
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		X	POLICY PRO-				Fire Damage Limit	\$50,000
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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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i			Nassau County		8		ER WILL ENDEAVOR TO MAIL	
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			Director of Engineering Serv	ices	IMPOSE NO OF	BLIGATION OR LIABILI	TY OF ANY KIND UPON THE IN	ISURER, ITS AGENTS OR
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					AUTHORIZED RE	PRESENTATIVE	how he	<aec></aec>

### **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 after the coverage afforded by the policies listed thereon.

# Attachment B

APR 0 2 2007 B. Diden

### LANDFILL COVER CONTRACT

Nassau County Landfill U.S. Highway 1 Callahan, FL 32011

March 30, 2007

George B. Wittmer Associates, Inc. wishes to continue supplying cover dirt to the Nassau County Landfill operation for a period of one additional year beyond the current in-place contract. In order to execute this agreement GBWA will need to increase our delivered price for soil material to \$2.00 per cubic yard. The additional \$0.25 is needed to cover increased fuel prices for loading, processing, and transport equipment. This extra \$0.25 is also necessary for increasing labor, service and repair, parts, and machinery costs.

Respectfully Submitted, GEORGE B. WITTMER ASSOCIATES, INC.

David Perdick Operations Manager

	CERTIFIC	ATE OF LIABIL	ITY INSUI	RANCE	OP ID MD GEORG-2	DATE (MM/DD/YYYY) 11/07/06
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	anee GA 30024 ne:770-831-5669	70-831-3363	INSURERS AF	FORDING COVE	RAGE	NAIC#
NSUR	ED		INSURER A: F	CCI Insura	nce Company	
			INSURER 8: H		urance Company	10176
	George B. Wittmer	Assoc., Inc.	INSURER C:			
	625 Oak Street Green Cove Springs	FL 32043	INSURER D:			
			INSURER E:			
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	Callahan FL 32011		REPRESENTATI	1	***************************************	
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© ACORD CORPORATION 1988

# Attachment C

### Landfill Cover Material Survey

Solid Waste Facility	<u>Material</u>	Cost Per Cu Yrd
New River Landfill	Onsite Dirt Pit	\$0.00
Flagler County Landfill	Site Closed 4/06 Waste goes to Volusia County Landfill	\$0.00
Volusia County Landfill	Onsite Dirt Pit, Also Road & Bridge Dept supplies dirt	\$0.00
Seminole County Landfill	Onsite Dirt Pit	\$0.00
Orange County Landfill	Onsite Dirt Pit	\$0.00
Putnam County Landfill	Contract with Airborne Trucking for cover material	\$4.48
Walton County Landfill	Transfer station with onsite dirt pit, waste is transferred to Jackson County	\$0.00
Clay County Landfill	Transfer station, hauls waste to Chesser Island landfill in Folkston Ga	\$0.00
Chesser Island Landfill	Onsite Dirt Pit, landfill is operated by Waste Mgmt	\$0.00
Trail Ridge Landfill	Onsite Dirt Pit, City of Jacksonville owns landfill and Waste Mgmt Operates	\$0.00
West Nassau Landfill	Currently under contract with Wittmer Associates for cover material	\$1.75



### **PUTNAM COUNTY**

PALATKA, FLORIDA 32178-2499

PHONE: (386) 329-0395 SUNCOM: 860-0395 FAX: (386) 329-0486

### SANITATION DEPARTMENT

LANDFILL OPERATIONS
RECYCLING & EDUCATION
SOLID WASTE COLLECTION
MOSQUITO CONTROL

### **FAX COVER SHEET**

Please deliver the following pages to:

NAME: Bucky

COMPANY:

FAX NUMBER: 904-879-6323

FROM: Dancy - Let me know if your need anyth

Total # of pages (including) cover sheet 2

Date: 3/29/07

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL BACK AS SOON AS
POSSIBLE. TELEPHONE (386) 329-0395

FAX (386) 329-0486

PAGE	OF	1
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### BID TABULATION

BIDTITLE we become yets of Fill Dirt	OPENED BY Mauren Torina
BID NUMBER 07-06	TABULATED BY CEPO Will'S
OPENING DATE 1/3-/5-67	CERTIFIED BY Manuel Tomas GENERAL SERVICES DIRECTOR

BIDDERS	PUTNAM COUNTY (Y/N)	CITY, STATE	BID AMOUNT			
Thompson Contracting Matt Davis	4		5.73 ) cu yd.			
Matt Davis	4	1				
Bill Sjoberg	N	Jecksonila FC	12.22/cmyd			
a despe			4.48/0usd	·.		