

**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 9th day of May, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter "the County"), Post Office Box 1010, Fernandina Beach, Florida 32035, and **GEORGE B. WITTMER ASSOCIATES, INC.** (hereinafter referred to as "GBWA"), whose address is 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; and

**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, <sup>(M)</sup>GWA 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 ~~\$1.75~~ \$2.00 per cubic yard actually hauled and supplied to the West Nassau Landfill.

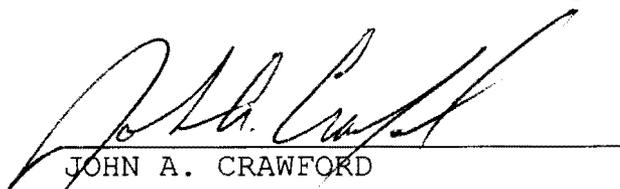
2. All other terms and conditions of the existing Agreement for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill in Callahan, Florida, shall remain in full force and effect.

3. Time is of the essence.

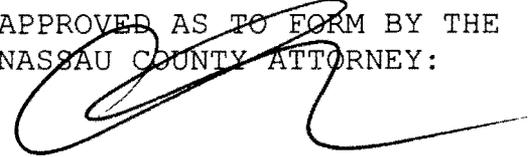
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
JIM B. HIGGINBOTHAM  
Its: Chairman

Attest as to Chairman's Signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER  
5/9/07 DATE 

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:  
  
\_\_\_\_\_  
DAVID A. HALLMAN

(Signatures continue on the next page)

GEORGE B. WITTMER ASSOCIATES,  
INC.



5/17/07

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DAVID PERDICK

Its: Operations Manager

# Attachment A

JUN 06 2006  
B. Diden

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.

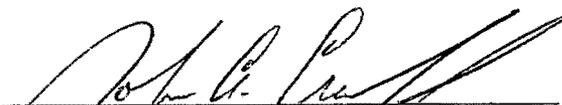
2) All other terms and conditions of the existing Agreement for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill in Callahan, Florida, 32011, shall remain in full force and effect.

3) Time is of the essence.

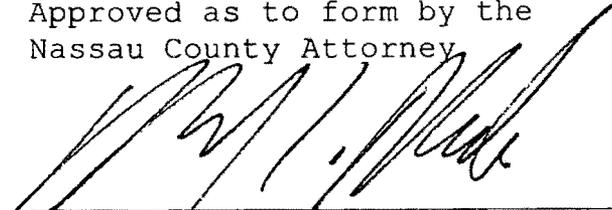
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

GEORGE B. WITTMER  
ASSOCIATES, INC.



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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 27th day of June, 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 June 26, 2006. 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 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.

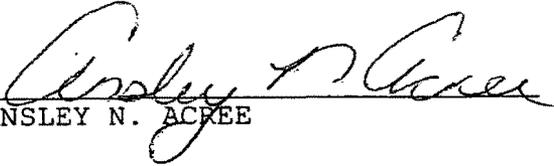
Company shall maintain in full force and effect throughout the term of this contract the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum limits of Liability</u>
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.

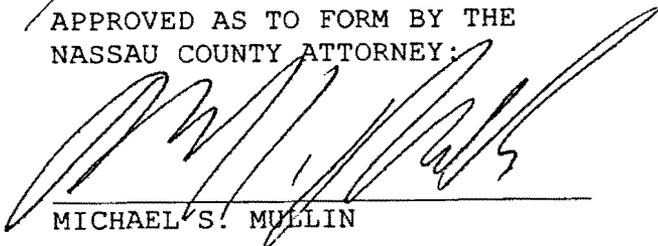
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
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

 4/27/05  
DAVID PERDICK  
Its: Operations Manager

Date: 6/24/05 Requestor: Georgia Manley

Company #: George B. Wittmer Associates, Inc Client ID#: 67Z

Client Name: \_\_\_\_\_

Address: 625 Oak Street

Green Cove Springs FL 32043

Contact: Georgia Phone: 904-284-2770 Fax #: 904-284-2969

Coverages: Workers' Compensation Limits: Statutory

Waiver of Subrogation: Yes \_\_\_\_\_ No \_\_\_\_\_

Certificate Holder: Nassau County Board of County Commissioners

Address: PO Box 1010

Fernandina Beach, FL 32035-1010

Attention: Lee Pickott Fax #: \_\_\_\_\_

Description/Reference: \_\_\_\_\_

Remarks and/or other instructions: Please fax certificate to 904-284-2969 - I will include with contract to be mailed.

**Please call with questions:  
ADP TotalSource Certificates  
1-800-743-8130**

**\*Note: Additional Insureds cannot be added to your  
Workers' Compensation Certificate**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/24/2005

**PRODUCER**

AON RISK SERVICES, INC. OF FLORIDA  
1001 BRICKELL BAY DRIVE, SUITE #1100  
MIAMI, FL 33131-4937  
800-743-8130

Serial # A27916

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A	AMERICAN HOME ASSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**

ADP TOTALSOURCE, INC.  
10200 SUNSET DRIVE  
MIAMI, FL 33173  
ALTERNATE EMPLOYER:  
**GEORGE B WITTMER & ASSOCIATES**

**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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 3476331 <b>COVERAGE IS EFFECTIVE AS OF: 1/25/2005</b>	06/30/2004 COVERAGE	07/01/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	<b>OTHER WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY COVERAGE FOR GEORGE B WITTMER &amp; ASSOCIATES IS EFFECTIVE AS OF JANUARY 25, 2005</b>					

**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**

NASSAU COUNTY BOARD  
OF COUNTY COMMISSIONERS  
ATTN: LEE PICKETT  
PO BOX 1010  
FERNANDINA BEACH, FL 32035-1010

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPDSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*George B Wittmer*

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/24/2005

**PRODUCER**  
AON RISK SERVICES, INC. OF FLORIDA  
1001 BRICKELL BAY DRIVE, SUITE #1100  
MIAMI, FL 33131-4937  
800-743-8130

Serial # A27950

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY <b>A</b>	AMERICAN HOME ASSURANCE COMPANY
COMPANY <b>B</b>	
COMPANY <b>C</b>	
COMPANY <b>D</b>	

**INSURED**  
ADP TOTALSOURCE, INC.  
10200 SUNSET DRIVE  
MIAMI, FL 33173  
ALTERNATE EMPLOYER:  
**GEORGE B WITTMER & ASSOCIATES**

**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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMPROP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 5193018	07/01/2005	07/01/2006	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	<b>OTHER</b>					

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**  
NASSAU COUNTY BOARD  
OF COUNTY COMMISSIONERS  
ATTN: LEE PICKETT  
PO BOX 1010  
FERNANDINA BEACH, FL 32035-1010

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**AON RISK SERVICES INC. OF FLORIDA**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/05

**PRODUCER**  
Paragon Insurance Service, Inc.  
2945 Horizon Park Dr.  
Suite C  
Suwanee GA 30024

**INSURED** George B. Wittmer Associates, Inc.  
625 Oak Street  
  
Green Cove Springs FL 32043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
INSURER A: Great American E&S Insurance Company	
INSURER B: Hanover Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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.

INSR ADD'L ITR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PL 591 5927-02	10/26/04	10/26/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Damage Limit \$50,000
B		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comprehensive <input checked="" type="checkbox"/> \$1,000 Collision	ADA 5165571 09	07/09/04	07/09/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UM 591 59 28-02	10/26/04	10/26/05	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attn: Lee Pickett

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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 30 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 <i>Cheryl Henry</i> <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 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



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

RECEIVED JUN 21 2005

Jim B. Higginbotham  
Ansley Acree  
Tom Branam  
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

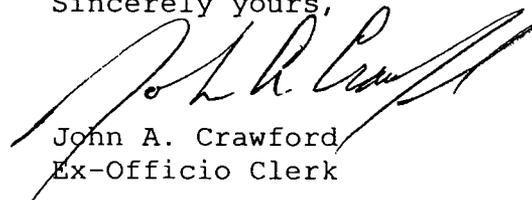
Dear Mr. Perdick:

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

(904) 548- 4660, 879-1029, (800) 958- 3496

*An Affirmative Action / Equal Opportunity Employer*



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

This Agreement entered into this 27th day of June, 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 June 26, 2006. 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 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.

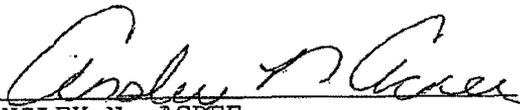
Company shall maintain in full force and effect throughout the term of this contract the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum limits of Liability</u>
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.

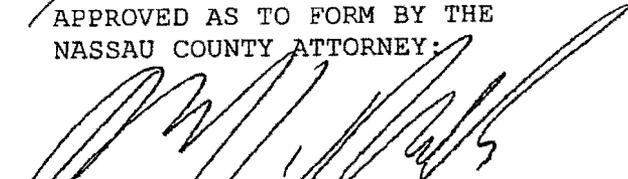
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE

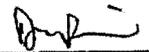
ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
MICHAEL S. MULLIN

GEORGE B. WITTMER ASSOCIATES

 4/27/08  
DAVID PERDICK  
Its: Operations Manager

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 06/24/2005
<b>PRODUCER</b> AON RISK SERVICES, INC. OF FLORIDA 1001 BRICKELL BAY DRIVE, SUITE #1100 MIAMI, FL 33131-4937 800-743-8130		Serial # A27950		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> ADP TOTALSOURCE, INC. 10200 SUNSET DRIVE MIAMI, FL 33173 ALTERNATE EMPLOYER: GEORGE B WITTMER & ASSOCIATES		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY A AMERICAN HOME ASSURANCE COMPANY				
		COMPANY B				
		COMPANY C				
COMPANY D						
<b>COVERAGES</b> 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 5193018	07/01/2005	07/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	<b>OTHER</b>					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> 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.						
<b>CERTIFICATE HOLDER</b>  NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: LEE PICKETT PO BOX 1010 FERNANDINA BEACH, FL 32035-1010				<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE  <b>AON RISK SERVICES INC. OF FLORIDA</b>		
ACORD 25-S (1/95)						© ACORD CORPORATION 1988

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/05

<b>PRODUCER</b> Paragon Insurance Service, Inc. 2945 Horizon Park Dr. Suite C Suwanee GA 30024		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> George B. Wittmer Associates, Inc. 625 Oak Street  Green Cove Springs FL 32043		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Great American E&S Insurance Company INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PL 591 5927-02	10/26/04	10/26/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Fire Damage Limit	\$50,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 Comprehensive <input checked="" type="checkbox"/> \$1,000 Collision	ADA 5165571 09	07/09/04	07/09/05	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UM 591 59 28-02	10/26/04	10/26/05	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Attn: Lee Pickett

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

### CERTIFICATE HOLDER

Nassau County  
 Board of County Commissioners  
 Director of Engineering Services  
 Callahan, FL 32011

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

*Cheryl King* <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 alter the coverage afforded by the policies listed thereon.

# Attachment B

APR 02 2007

B. Siden

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MD  
GEORG-2  
DATE (MM/DD/YYYY)  
11/07/06

**PRODUCER**  
Paragon Insurance Service Inc.  
2945 Horizon Park Drive Ste C  
Suwanee GA 30024  
Phone: 770-831-5669 Fax: 770-831-3363

**INSURED**  
George B. Wittmer Assoc., Inc.  
625 Oak Street  
Green Cove Springs FL 32043

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

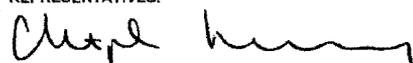
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FCCI Insurance Company	
INSURER B: Hanover Insurance Company	10176
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL 0003844	10/26/06	10/26/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Lega 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> comp- \$1,000 ded <input checked="" type="checkbox"/> coll-\$1,000 ded	AHA 5165571 11	07/09/06	07/09/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	UMB0003562	10/26/06	10/26/07	EACH OCCURRENCE \$ 200,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Umbrella coverage is for the General Liability policy only; excludes coverage for the Commercial Auto and Employer's Liability.

CERTIFICATE HOLDER	CANCELLATION
NASSA02 Nassau Co. Board of County Commissioners Attn: Becky 46026 Landfill Road Callahan FL 32011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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. 

# Attachment C

## Landfill Cover Material Survey

<u>Solid Waste Facility</u>	<u>Material</u>	<u>Cost Per Cu Yrd</u>
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

P.O. BOX 2499  
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: Nancy - Let me know if you need anything more.

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

**BID TABULATION**

BID TITLE 100,000 cu yds of Fill Dirt

OPENED BY Maurice Torres

BID NUMBER 07-06

TABULATED BY Ann Willis

OPENING DATE 13-15-07

CERTIFIED BY Maurice T. Torres  
GENERAL SERVICES DIRECTOR

BIDDERS	PUTNAM COUNTY (Y/N)	CITY, STATE	BID AMOUNT				
Thompson Contracting	Y	Hollister FL	5.73/cu yd.				
Matt Davis	Y	Intertaxon FL	5.25/cu yd.				
Bill Sjoberg	N	Jacksonville FL	12.22/cu yd				
<del>Airborne</del>		<del>St. Augustine FL</del>	<del>4.48/cu yd</del>				