

**AGREEMENT FOR CONTRACTUAL SERVICES**

This Agreement is entered into this 17<sup>th</sup> day of December, 2009 between the City of Gainesville, hereinafter referred to as "City" and County Line Landfill Inc., a Florida Corporation, doing business at 940 NW 247<sup>th</sup> Drive, Newberry FL 32669 hereinafter referred to as "Contractor".

**WITNESSETH**

**Whereas**, the City desires to employ the Contractor to provide processing, reuse and disposal of Vegetative Waste; and,

**Whereas**, the Contractor is qualified to provide these services

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term.** This Agreement is effective for seven year(s) beginning October 1, 2009 and continuing through September 30, 2016 unless earlier terminated as provided herein. The entities have the option of renewing this Agreement for one (1) additional seven (7) year period subject to mutual agreement of both parties.
  - 1.1 Negotiations of terms and conditions must be completed ninety (90) days prior to each contract period.
  
2. **Duties of the Contractor.** The Contractor shall have and perform the duties, obligations, and responsibilities to the City as specified in the Specifications for Processing, Reuse and Disposal of Vegetative Waste for the City of Gainesville (Attachment A). The Contractor understands and agrees that the Contractor is not the exclusive contractor for the Work. The City reserves the right to utilize the services of another contractor, as and when needed in the sole discretion of the City and its Vegetative Waste haulers.
  
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
  - 3.3. The Contractor acknowledges that the City's review of the work performed in no way diminishes the Contractor's warranty pertaining to the Work performed.
  
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
  - 4.1. The Contractor shall be paid \$16.00 per ton for Vegetative Waste delivered to the Contractor's Facility by the City and the City's residential waste hauler.
  - 4.2. As a condition precedent for any payment, the Contractor shall submit by the 10<sup>th</sup>

day of each month, an invoice to the City requesting payment for services properly rendered and expenses due for the previous month. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the City may require. Each invoice shall bear the signature of the Contractor, which signature shall constitute the Contractor's representation to the City that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all services provided are for a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that, upon receipt by the County of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the work or the contract, will be paid in full. The Contractor shall submit invoices to the City at the following address:

City of Gainesville  
Solid Waste Division  
P.O. Box 490 Station 10  
Gainesville, FL 32602-0490

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

County Line Landfill Inc.  
ATTN: Kim Brinkman  
940 NW 247<sup>th</sup> Drive  
Newberry, FL 32669

4.4. The City shall pay to the Contractor for the faithful performance of this Contract the sums due upon verified invoice(s) within thirty (30) days of receipt by Electronic Funds Transfer or Visa. CONTRACTOR shall submit invoices monthly, within 10 business days after services have been provided.

4.5. No additional reimbursable expenses will be paid under this Agreement.

5. **Duties of the City.** The City shall have and perform the duties, obligations, and responsibilities to the Contractor as specified in the Specifications for Processing, Reuse and Disposal of Vegetative Waste for City of Gainesville (Attachment A).
6. **Personnel.**

6.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. The Contractor will provide, at all times, an on-site supervisor who is thoroughly knowledgeable in all aspects of the operation, maintenance and coordination of the proper processing and disposal of Vegetative Waste. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<del>Clyde Ray</del> Tom Coraggio	C&D Superintendent
George Pinner	Landfill Supervisor

6.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names.

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor's and City representative are:

City: Solid Waste Manager  
Solid Waste Division  
PO Box 490 Station 10  
Gainesville, FL, 32602-0490

Contractor: Larry Watson  
County Line Landfill Inc.  
940 NW 247<sup>th</sup> Drive  
Newberry, FL 32669

8. **Default and Termination.**

8.1. The failure of the Contractor to comply with any provision of this Contract will place the Contractor in default. Prior to terminating the Contract, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default. The Assistant Public Works Director is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.

8.2. The City may also terminate the Contract without cause by providing 30 days written notice to the Contractor. The Assistant Public Works Director is authorized to provide written notice of termination on behalf of the City. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the City all data, drawings, specifications, reports, estimate, summaries, and



such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against City shall be limited to that portion of the Contract amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against City, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

- 8.3. If funds to finance this Contract become unavailable, the City may terminate the Contract with no less than twenty-four hours notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 8.4. The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

## **9. Project Records.**

- 9.1. For a period of five (5) years, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater, the Contractor shall keep and make available to the City for inspection and copying, upon written request by the City, all records in Contractor's possession relating to the Agreement. Additionally, the Contractor shall make said records available, upon written request by the City, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes. Records which relate to any litigation, appeals or settlements of claims arising from the Agreement shall be maintained and made available until a final disposition has been made of such litigation, appeals or claims.
- 9.2. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- 9.3. During the term of this Agreement or license, Contractor may claim that some or all of Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or

has been treated as, confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI".

- 9.4. The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.
10. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment B.
11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for the execution of its Work. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the Work.
12. **Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.
13. **Indemnification.**
- 13.1. The Contractor agrees to protect, defend, indemnify, and hold the City and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship,

actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the City shall extend to any and all work performed by the Contractor, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the City and the Contractor.

13.2. Nothing contained herein shall constitute a waiver by the City of sovereign immunity or the provisions of §768.28, Florida Statutes.

14. **Assignment of Interest.** The Contractor shall not assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the City.
15. **Successors and Assigns.** The City and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or the Contractor.
16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the City. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the City of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any

- rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
  21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
  22. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
  23. **Attachments.** All exhibits or attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.
  24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
  25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
  26. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
  27. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
  28. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

WITNESS:

*[Signature]*

Title: SECRETARY/COO

COUNTY LINE LANDFILL, INC.

X *[Signature]*

Title: PRESIDENT

WITNESS:

*[Signature]*

Title: Admin. Asst.

CITY OF GAINESVILLE, FLORIDA:

*[Signature]*

Title: City Manager

APPROVED AS TO FORM AND LEGALITY

*[Signature]*  
City Attorney's Office  
Sr. Asst. City Attorney



**ATTACHMENT A:**  
**SPECIFICATIONS FOR**  
**PROCESSING, REUSE AND DISPOSAL OF VEGETATIVE WASTE**  
**FOR CITY OF GAINESVILLE**

1. **Scope of Work** – The Contractor will furnish a properly permitted site within or near Alachua County, all labor, equipment and supervision necessary to receive, weigh, process, reuse and dispose of Yard Trash delivered by the City of Gainesville and its residential waste haulers in accordance with the Specifications. The Contractor will provide environmentally safe and legal disposal or reuse of all material in accordance with Florida Department of Environmental Protection (FDEP) standards.
  
2. **Definitions** –
  - 2.1 **“Authorized Representative”** means any representative of the City or Contractor, whether or not an employee of the entity, designated as the City’s or Contractor’s Authorized Representative for the purposes of this contract either in a provision of these Specifications or in a subsequent written communication between the appropriate Manager and the Contractor.
  
  - 2.2 **“Contract or Agreement”** means the Contract executed by the City and the Contractor for the performance of the Work.
  
  - 2.3 **“Contractor or Vendor”** means the person, firm, corporation, organization or agency with whom the City has executed a Contract for performance of the Work or supply of equipment or materials or his or her duly Authorized Representative.
  
  - 2.4 **“City Manager”** means the City Manager of the City of Gainesville, Florida or an Authorized Representative.
  
  - 2.5 **“Facility”** means the Contractor’s site for receiving, processing, reusing, recycling and/or disposing of yard trash delivered by City of Gainesville or its waste haulers.
  
  - 2.6 **“Residential Collection Service”** means the collection and transportation of Yard Trash from residential property within the City by the hauler to the Facility.
  
  - 2.7 **“Specifications”** means directions, provisions and requirements contained in these “Specifications for Processing, Reuse and Disposal of Vegetative Waste” together with Bonds (if any) and any written Contract made or to be made setting out or relating to the methods and manner for the Work to be performed.
  
  - 2.8 **“Subcontractor”** means any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under these Specifications.
  
  - 2.9 **“Vegetative Waste” or “Yard Trash”** means vegetative matter resulting from landscaping maintenance and land clearing operations, and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps.

- 2.10 "Work" means any work, services, materials, parts or equipment furnished under or made a part of the Contract.
3. Material to be Processed – Yard Trash material delivered to the Facility will contain de-minimis quantities of other non-yard trash items. The Contractor shall be responsible for the removal, processing and disposal of these items. The City will put processes in place to ensure that loads delivered to the facility will not exceed five percent (5%) non-organic contamination by weight, excluding dirt, rocks and sand. Any load with contamination in excess of ten percent (10%) shall be the responsibility of the City or the appropriate hauler. The Contractor shall have the right to meet with the City and the hauler for inspection of a contaminated load on site. Decisions made by the City representatives regarding the contamination level by weight shall be final.
- 3.1 The City shall have the option, upon inspecting loads with greater than ten percent (10%) contamination, of redirecting the load or removing contaminants from the load.
- 3.2 The Contractor will notify the City immediately of any contaminated load for which a meeting with the hauler and the City is requested.
4. Location of Facility – The Contractor's Facility for receipt of the yard trash delivered by the City or its residential waste haulers shall be located within or near Alachua County.
5. Approved Processing, Reuse and Disposal Methods – The City of Gainesville requires the recycling and reuse of the Yard Trash delivered under this Agreement. It is the Contractor's sole responsibility to process, market, sell, deliver, reuse and/or dispose of the material. The method selected by the Contractor for the processing, reuse and/or disposal shall be defined clearly and approved by the City.
6. Delivery and Acceptance – The Contractor shall accept all Yard Trash delivered to the Facility by the City or its waste haulers.
- 6.1 The City reserves the option to increase/decrease quantities of material delivered to the Facility.
7. Facility Hours -- The Facility will be available to the City staff or haulers contracted by the City Monday through Friday, 7:00 A.M. to 5:00 P.M., and for specified holiday weeks where collection occurs on Saturday, Saturday 7:00 A.M. to 12:00 P.M. at a minimum. The Facility need not be available on the following holidays: New Years Day, Dr. Martin Luther King Jr. birthday, Memorial Day, Independence Day, Thanksgiving, and Christmas Day. The Facility shall be available on the Saturday following these six holidays. The Contractor will provide reasonable, safe and timely access to the Facility by City or contracted haulers in clement and inclement weather.
- 7.1 The Contractor will notify the City of unexpected closings of the Facility 24 hours prior to closing in order to preclude having to deny access to trucks en route to the Facility.
- 7.2 The Contractor will allow City staff to inspect facilities and observe disposition of materials at any time during normal work hours.

8. **Roadways** – The Contractor shall maintain, in good and roadworthy condition, all roadways of ingress and egress located on the Facility site. The roadways shall be free of potholes and debris.
9. **Traffic Flow** – The Contractor shall maintain and direct traffic into, on and out to the Facility. The Contractor shall control and maintain the flow of incoming material in such a way that no delivery vehicle shall be detained longer than ten (10) minutes. Documented delays will result in the deduction of \$50 per documented occurrence from the monthly invoice.
10. **Measurement and Payment** – The Contractor's Facility shall be equipped with a platform truck scale certified for commercial transaction by the Florida Department of Agriculture Weights and Measures on which all inbound deliveries by the City and its waste haulers will be weighed. Upon approval by the City, tare weights may be used for specific residential collection equipment. All equipment with removable boxes requires both inbound and outbound weights for each transaction.
11. **Recordkeeping** -- The Contractor shall staff, operate and maintain a scale facility. The Contractor shall keep a daily tally of quantities, by ton, of materials both entering and leaving the Facility, including vehicle numbers, transporter, date and time of each delivery. The Contractor shall ensure that all vehicles entering or exiting the Facility are weighed. The Contractor shall provide the City with all records on a monthly basis, of the total deliveries received, total material received, total material processed, total material reused and/or recycled and the total material landfilled.

## **ATTACHMENT B: INSURANCE REQUIREMENTS**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTRACTS"**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

#### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **II. AUTOMOBILE LIABILITY.**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **IV. BUILDER'S RISK / INSTALLATION FLOATERS.**

- A When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:
- B Coverage for an Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **V. OTHER INSURANCE PROVISIONS.**

The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
  - 1 The City of Gainesville, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employee's or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

**B Workers' Compensation and Employers' Liability Coverages**

- 1 The insurer shall agree to waive all rights of subrogation against the City, for losses arising from work performed by the Contractor for the City.

**C All Coverages**

- 1 The Contractor shall provide a Certificate of Insurance to the City with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**VI. SUBCONTRACTORS.**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated here in.

**CERTIFICATE HOLDER:** City of Gainesville

**MAIL or FAX CERTIFICATES TO:**

City of Gainesville  
Public Works Department, MS 58  
P.O. Box 490  
Gainesville, FL 32602-0490



Bid Tabulation

5/12/09

Bid # 10-57; Annual Processing, Reuse and Disposal of Vegetative Waste for Alachua County and the City of Gainesville

BOD: 2:00 PM. Wednesday, May 13, 2009

Vendor Name: County Line Landfill Location: Newberry, FL

BID ITEM	\$ Price /Ton (ONLY)
Processing, Reuse and Disposal Services Pricing Per Ton (ONLY)	\$ 16.00 / ton
List, one per line, the End Use and Destination of Material(s) Delivered	% of Material for this End Use
(i.e. List Item: Mulch List Destination: Gainesville, FL	18 %)
List Item: <u>Mulch</u> List Destination: <u>Alachua County</u>	10 %
List Item: <u>Top soil</u> List Destination: <u>G'ville/Alac. City</u>	35 %
List Item: <u>Fuel Mulch</u> List Destination: <u>Putnam County</u>	10 %
List Item: <u>Potting soil</u> List Destination: <u>n central FL</u>	35 %
List Item: <u>soil Amend.</u> List Destination: <u>Local Farms</u>	10 %

Vendor Name: Wood Resource Rec. Location: G'ville, FL.

BID ITEM	\$ Price /Ton (ONLY)
Processing, Reuse and Disposal Services Pricing Per Ton (ONLY)	\$ 13.75 / ton
List, one per line, the End Use and Destination of Material(s) Delivered	% of Material for this End Use
(i.e. List Item: Mulch List Destination: Gainesville, FL	18 %)
List Item: <u>Boiler fuel</u> List Destination: <u>GA Pacific</u>	80 %
List Item: <u>Enviro mulch</u> List Destination: <u>consumer/com</u>	15 %
List Item: <u>land applic.</u> List Destination: <u>R+D</u>	05 %
List Item: _____ List Destination: _____	%
List Item: _____ List Destination: _____	%

*This bid tab does not reflect SBE preference, bid responsiveness or bidder responsiveness.*

Deanne Williams Deputy Clerk 5-1309 Brown Purchasing Agent

**FART D - BID FORM**

**BID NUMBER:** 10-57; Annual Processing, Reuse and Disposal of Vegetative Waste for Alachua County and the City of Gainesville

**BID OPENING DATE:** 2:00 pm, Wednesday, May 13, 2009

**PLACE OF BID OPENING:** Alachua County Purchasing Division, Third Floor  
County Administration Building  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida, 32601-6983

**TO:** The Entities

The undersigned, as Contractor, hereby declares that he/she has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

BID ITEM	\$ Price /Ton (ONLY)
Processing, Reuse and Disposal Services Pricing Per Ton (ONLY)	\$ 16.00 / ton
List, one per line, the End Use and Destination of Material(s) Delivered	% of Material for this End Use
(i.e. List Item: Mulch List Destination: Gainesville, FL	18 %)
List Item: <u>Mulch</u> List Destination: <u>Alachua County</u>	10 %
List Item: <u>Top Soil</u> List Destination: <u>Gainesville/Alachua Cty</u>	35 %
List Item: <u>Fuel Mulch</u> List Destination: <u>Putnam County</u>	10 %
List Item: <u>Potting Soil</u> List Destination: <u>North Central Fl</u>	35 %
List Item: <u>Soil Ammendment</u> List Destination: <u>Local Farms</u>	10 %

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No

Bidder: Larry R Watson Company: County Line Landfill Inc  
dba Watson C&D Inc

Address: 940 NW 247th Drive  
Newberry, FL 32669

Authorized Signature:  Title: President

Clearly Print Signature: Larry R Watson Title: President

PHONE: 352-472-3414 FAX: 352-472-2597 DATE: 5/13/09

Clearly Print or Type Email Address: CLYDE @ WATSONCONSTRUCT. Com

PART E - BIDDER'S QUESTIONNAIRE

Bidder's Name: Larry R Watson
Bidder's Address: 940 NW 247th Dr Newberry, FL 32669 Phone: 352-472-3414
Number of years in this type of service? 10
Number of employees "ON THE JOB" each week: 4
Will you subcontract any part of this work: No [x] If so, give details:

List all major equipment which will be available upon commencement of the agreement to perform the required service:
Morbark 5600 grinder, 125 horse wood hog electric grinder,
Komatsu 300 exavator with thumb, Komatsu 450 loader, Komatsu 300 loader, Komatsu 65 dozer
Do you currently hold any municipality contracts: Yes \_\_\_ No [x] If so, please indicate below:

- List three references of firms receiving similar service to that requested in this bid (comparable facility size):
1) Firm: Scherer Construction Phone: 352-371-1417
Contact Person:
2) Firm: Patterson Enterprises Phone: 352-275-9118
Contact Person: Kyle Patterson
3) Firm: Mac Johnson and Sons Phone: 352-538-2547
Contact Person: Mac Johnson

Are your employees screened by: (indicate)
1) Polygraph No
2) General Interview Yes
3) Background Investigation Yes
4) Police Record Check depends on job duties, Fl. Felon database
5) Additional drug screen

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_ No [x]. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.
What constitutes your normal business days and working hours: 7:00AM-5:00PM, M-F. Sat.. upon notice of need

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:
Inspect material upon delivery, separate unsuitable material, grind material, windrow and segregate for differing use applications. Reprocess for specific uses. Road Maintenance as required. Weigh in and out at C&D scale house, processing at Levy
The undersigned swears to the truth and accuracy of all statements and answers contained herein: Borrow pit.

DATE: AUTHORIZED SIGNATURE:

Proposed Subcontractors Form

BID NUMBER: 16-57; Annual Processing, Reuse and Disposal of Vegetative Waste for Alachua County and the City of Gainesville

I certify that our Company, listed below, is an Alachua County Certified Small Business Enterprise registered prior to opening for the above Bid/RFP.

<del>County Line Landfill Inc dba Watson C&amp;D Inc</del>	352 /472 /3414
Name of Company	Phone Number
Address	940 NW 247th Dr, Newberry, FL 32669
Signature	Date
Title	5 / 13 / 09
President	

The undersigned representative of the Bidder states that the Bidder has contacted Alachua County's certified Small Business Enterprises (SBEs) listed below. The SBEs have agreed to perform the work for the total dollar value and percentage of the bid/contract set forth below. The undersigned representative of the Bidder further states that the following information regarding SBE Subcontractors is true and correct to the best of his or her knowledge and belief.

Signature	Title	Date
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Name of Contractor Yes/No	SBE?	Name of Contractor Yes/No	SBE? Yes/No
Address		Address	
Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)	
Name of Contractor Yes/No		Name of Contractor Yes/No	
Address		Address	
Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)	
Name of Contractor Yes/No		Name of Contractor Yes/No	
Address		Address	
Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value)                      (% of Total Bid/RFP)	

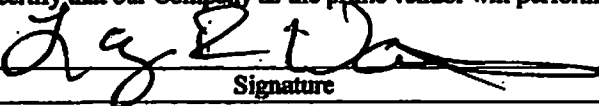
If SBE subcontractors are not available for the bid/RFP, a Good Faith Effort Form, EXHIBIT B, must be completed

Good Faith Effort Form

This form must be completed if you do not have SBEs participation for this Bid/RFP.

BID NUMBER: 10-57; Annual Processing, Reuse and Disposal of Vegetative Waste for Alachua County and the City of Gainesville

Vendor/Company Name: County Line Landfill Inc dba Watson C&D Phone: 352-472-3414

I certify that our Company as the prime vendor will perform all work and no subcontractors will be utilized for this Bid/RFP.		
 Signature	President Title	5/13/09 Date

In accordance with Section 22.36 of the Alachua County Purchasing Code, the undersigned vendor hereby certifies that (Vendor MUST check one of the following):		
<input type="checkbox"/> The County's SBE directory did not have any vendors available for the above Bid/RFP services.		
<input type="checkbox"/> I, representing the above company, have solicited and received responses from the following certified SBE companies listed below.		
Signature	Title	Date

1	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

2	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

3	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

4	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	

5	Name of SBE Company:	Date SBE Contacted
	SBE Contact Name: _____ Phone: _____	/ /
	SBE Response:	



Section 22.09 Competitive Sealed Bidding of the Alachua County/City of Gainesville Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified small or minority bidders.

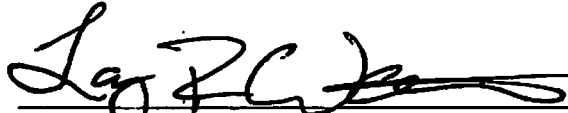
The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County/City of Gainesville Purchasing Code hereby certifies that

County Line Landfill Inc dba Watson C&D Inc  
Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Bidder's Signature

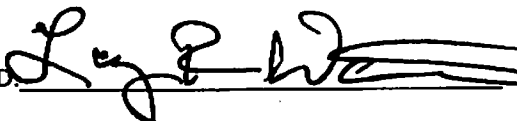
5/13/09  
Date

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: Clyde Ray  
ADDRESS: 940 NW 247th Drive  
Newberry, FL 32669  
PHONE NO.: 352-472-3414 352-538-4418/cell  
FAX NO.: 352-472-2597

ALTERNATE RESPONSIBLE AGENT: Douglas Dabney  
ADDRESS 940 NW 247th Drive Newberry, FL 32669  
PHONE NO. 352-472-9157 352-538-9760/cell  
FAX NO. 352-472-2520

SIGNED  DATE: 5/13/09

