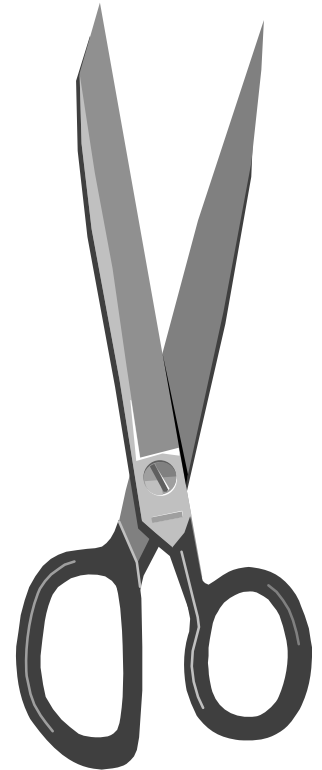


**Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.**

<b>SEALED PROPOSAL • DO NOT OPEN</b>	
SEALED PROPOSAL NO.:	<b>078-0117-P (AM)</b>
PROPOSAL TITLE :	<b>LANDFILL OPERATION – BRIDGEWAY ACRES</b>
DUE DATE/TIME:	<b>February 29, 2008 @ 3:00 P.M.</b>
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO: PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 <sup>th</sup> Floor 400 South Fort Harrison Avenue Clearwater, FL 33756	



***Please Note:***

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed proposal package if applicable.

**REQUEST FOR PROPOSAL NO. 078-0117-P (AM)**

**LANDFILL OPERATIONS- BRIDGEWAY ACRES**

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**SUBMIT  
PROPOSAL  
TO:**

Pinellas County Board of County  
Commissioners  
Purchasing Department  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756

**REQUEST FOR PROPOSAL**

**PINELLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**PROPOSAL TITLE: Landfill Operations – Bridgeway Acres****PRE-PROPOSAL CONFERENCE: MANDATORY**

**DATE/TIME: February 15, 2008 @ 10:00 a.m., Pinellas County Solid Waste, Main Conference  
Room #107, 3095 114<sup>th</sup> Ave. North, St. Petersburg, FL 33716**

**PROPOSAL NO:  
078-0117-P (AM)**

[www.pinellascounty.org](http://www.pinellascounty.org)

**Directions: Site is located on SW corner of 118<sup>th</sup> Ave. & 28<sup>th</sup> Street. Main entrance is approx.,  
¼ mile S of 118<sup>th</sup> Ave on the W side of 28<sup>th</sup> Street. Pass through Main Entrance, make  
immediate Right at sign for Administration Bldg. Follow road to brick bldg., on right.**



**PROPOSAL IS DUE: February 29, 2008 @ 3:00P.M. AND MAY NOT  
BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.**

**DEADLINE FOR WRITTEN QUESTIONS: February 19, 2008 by 3:00  
P.M. MUST BE SUBMITTED TO AMELIA McFARLANE, CPPB AT  
amcfarla@co.pinellas.fl.us  
PHONE: 727 464-3311 FAX: 727/464-3925**

**ISSUE DATE:  
FEBRUARY 1, 2008**

**COMMISSIONERS**

**RONNIE DUNCAN - CHAIRMAN  
ROBERT B. STEWART - VICE CHAIRMAN  
CALVIN D. HARRIS  
SUSAN LATVALA  
JOHN MORRONI  
KAREN WILLIAMS SEEL  
KENNETH T. WELCH**

**THE MISSION OF PINELLAS COUNTY**

Pinellas County Government is committed to progressive  
public policy, superior public service, courteous public  
contact, judicious exercise of authority and sound  
management of public resources to meet the needs and  
concerns of our citizens today and tomorrow.

*Candy Mancuso*  
**JOSEPH LAURO, for-gL  
CPPO/CPPB  
Director of Purchasing**

**SECTION A****GENERAL CONDITIONS OF REQUEST FOR PROPOSAL****1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**SECTION A - GENERAL CONDITIONS - CONTINUED****2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. DESCRIPTION OF SUPPLIES/SERVICES:**

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

**4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

**5. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

**6. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**7. ORAL PRESENTATION:**

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

**SECTION A - GENERAL CONDITIONS - CONTINUED****8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

**9. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

**10. LATE PROPOSAL OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

**11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**SECTION A - GENERAL CONDITIONS - CONTINUED****14. COLLUSION:**

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

**16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**17. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

**18. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

**19. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

## SECTION A - GENERAL CONDITIONS - CONTINUED

**21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

**22. PAYMENT/INVOICES:**

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

**23. CANCELLATION:**

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

**SECTION A - GENERAL CONDITIONS - CONTINUED****23. CANCELLATION: (continued)**

- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**25. NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

**26. LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**27. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.



**SECTION A - GENERAL CONDITIONS - CONTINUED****28. ADD/DELETE LOCATIONS/SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**29. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

**30. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

**SECTION A - GENERAL CONDITIONS - CONTINUED****30. PROTEST PROCEDURE: (continued)**

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(4) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

**31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**32. PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

**SECTION B - SPECIAL CONDITIONS**

**Proposal Title:** Landfill Operations – Bridgeway Acres  
**Proposal Number:** 078-0117-P (AM)

**1. OBJECTIVE:**

It is the intent and purpose of this Request for Proposal (RFP) to obtain the services of a Contractor to operate, construct and maintain the Bridgeway Acres (BWA) Landfill and to dispose of Pinellas County Solid Waste in an efficient, environmentally safe and aesthetic manner. The operation of the BWA landfill is a support activity to the adjacent Waste to Energy facility (WTE).

Because of the nature of the County's Solid Waste disposal operation, this Contract shall also include a Standby Charge as compensation for the Contractor having the personnel and equipment available at all times, whether or not solid waste is being received and disposed at the landfill. The Contractor shall be required to perform the following activities:

- A. Receipt and disposal of Class I waste;
- B. Receipt and disposal of Class III waste;
- C. Construction of new landfill cells, closure and long-term maintenance;
- D. Receipt and processing of vegetative waste;
- E. Transportation, stockpiling and disposal of materials from the WTE;
- F. Segregation and removal of white goods;
- G. Operation and Transportation of material from the Mini-Hand Unload Station to WTE or other designated processing/disposal locations,
- H. Maintenance activities as specified in the Contract Documents.
- I. Other activities as may be requested.

Definitions of capitalized terms used in these Contract Documents are included as General Condition 1 of the Agreement.

**2. PROPOSAL REQUIREMENTS:**

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

**3. EVALUATION CRITERIA:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

**SECTION B - SPECIAL CONDITIONS****4. PERIOD OF CONTRACT/RENEWAL:**

The term of this Contract shall commence at 12:01 A.M. on April 1, 2008 and terminate at 12:00 midnight on March 31, 2015. At the County's option, the Contract may be renewed for three (3) additional years. In no event shall this Contract, with extensions, extend beyond March 31, 2018. No extension may be made unless (1) all terms, conditions and prices of the Contract remain the same, unless amended in writing by the parties, and (2) approval of the Board of County Commissioners shall have been obtained. As part of the Work an additional period of thirty (30) days shall be afforded the Contractor for de-mobilization upon termination of the Contract.

After the end of the initial term, or any second term, the County may, in its sole discretion, require the Contractor to continue service on a month to month basis for up to six (6) months following the initial term, the second term or the third term as the case may be. During such month-to-month extension, the Contractor will be compensated at one hundred ten (110) percent of the rate in effect at the end of the immediately preceding Contract Period.

**5. ANNUAL PAYMENT ADJUSTMENT TO THE CONTRACTOR:**

The unit prices, lump sum prices and unit values charged by the Contractor for the first and subsequent years of the term hereof shall be increased or decreased by an "Adjustment Factor" to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Prior to the first month of the second year of the Contract and every twelve (12) months thereafter, the unit fee shall be increased or decreased for the ensuing twelve (12) month period in a percentage amount equal to one-hundred percent (100%) of the net percentage change of the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average.

**6. NOTICE TO PROPOSERS:**

Proposers must also determine and judge for themselves as to the location and character of the proposed Work, including available Solid Waste, location of existing utility connections, and locating office and maintenance facilities. The Proposers will be responsible for all expenses to perform the Work including, but not limited to, personnel, equipment, supplies, fuel, maintenance, facility maintenance, and insurance.

Proposers must acquaint themselves with conditions relating to operation, construction and labor under which the Work will be performed, and the Contractor must carry out the work using methods which will minimize interference with other contractors.

Each Proposer shall visit the Site of the Work and become fully acquainted with conditions relating to operation, ongoing construction, maintenance and labor so that the Proposer may fully understand the facilities, difficulties and restrictions attending the execution of the Work under the Contract. Proposers shall thoroughly examine and be familiar with the Contract Documents. Failure or omission by any Proposer to receive or examine any form, instrument, addendum or other document, or to visit the Site and acquaint himself with conditions there existing, shall in no way relieve any Proposer from any obligation with respect to its Proposal or the Contract.

Prospective Proposers are encouraged to investigate existing Site conditions with permission from the Pinellas County Utilities Department of Solid Waste Operations. Such investigation shall not substantially interfere with existing Site operations. Proposers shall not bore, dig, tunnel, excavate, sample or remove any material from the Site without expressed written authorization from the Director. The prospective Proposer conducting investigations on the Site, prior to the Proposal Opening, shall in writing hold the County harmless for damages or injury incurred or any claims of the Proposers employees as a result of such investigations.

**SECTION B - SPECIAL CONDITIONS****7. MANDATORY PRE-PROPOSAL CONFERENCE:**

All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Request for Proposal.

Due to the scope of this project, proposals received from proposer who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.

**8. PROPOSAL SECURITY:**

Proposals must be accompanied by a certified check, cashier's check, letter of credit, bank draft of any national or state bank, or a Proposal Bond in an amount not less than five percent (5%) of the total Proposal amount, payable to Pinellas County Board of County Commissioners.

Checks, letters of credit or Proposal Bonds and the monies payable thereon, will, at the option of the County, be paid into the funds of the County if the Proposer fails to execute the written Contract and furnish the required Surety Bond within ten (10) consecutive working days following written Notice of Award.

Attorneys-in-fact who sign Proposal Bonds accompanying the Proposals must file with such Bond one (1) certified original of their power of attorney to sign said Bond.

**9. CONTRACT SECURITY:**

The Contractor shall furnish and maintain for the term of the Contract and any renewal periods, a Performance and Payment Bond or irrevocable letter of credit issued by a banking institution acceptable to the County in an amount of one hundred and twenty five (125) percent of the first year of the then current term or renewal period or negotiated final price as security for the continued faithful performance of this Contract, and for the payment of all persons performing labor and furnishing materials in connection with this Contract. The Surety or banking institution on such Bond or letter of credit shall be a duly authorized Surety Company, of national reputation, and have a A.M. Best rating of A (Excellent), Class XII, as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038, or such equivalent as applicable to banking institutions. The original and two (2) copies shall be submitted. The Surety or the Performance and Payment Bond shall provide that should the Contractor default, the County may replace the Contractor immediately on an emergency basis until a permanent replacement can be secured through the County qualification and bidding procedure. Attorneys-in-fact who sign Performance and Payment Bonds must file with such Bond one (1) certified original of their power of attorney to sign said Bond.

**10. LICENSES:**

Contractor must be licensed to conduct business in Florida and Pinellas County for the Contract Period. Contractor must secure and maintain all building and utility permits and comply with such regulations, and building and construction codes, as may be required by law.

**11. OPERATIONAL PERMITS:**

All environmental and regulatory Permits shall be procured and maintained by the County. The Contractor shall perform the Work in accordance with all Permits, applicable laws, rules and regulations. Any regulatory penalties incurred by the County resulting from any act or omission by the Contractor, its agents, employees or subcontractors or by anyone directly or indirectly employed by any of them, shall be the responsibility of the Contractor. Copies of all permits are available for inspection at the Department of Solid Waste.

**SECTION B - SPECIAL CONDITIONS****12. LABOR REGULATIONS:**

Contractor shall fully comply with all laws, rules and regulations concerning labor, work hours, labor conditions, wage rates and related matters as set out in the Contract Documents.

**13. INSURANCE:**

Minimum insurance requirements are specified in the Agreement. Proposers shall attach a Certificate of Insurance specifying all liability coverages and limits, including all endorsements; the terms, expiration dates and policy numbers of all policies; cancellation terms; and a list of underwriters providing such policies, which will be applicable to this Proposal and any Contract, which may result there from.

The Contractor shall purchase and maintain such insurance as will protect him and the County from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
- B. Claims for damages because of personal injury, bodily injury, occupational sickness or disease, or death of its employees;
- C. Claims for damages because of personal injury, bodily injury, sickness or disease or death of any person other than its employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- E. Claims for damages because of injury to or destruction of property, including loss of use resulting there from.

**14. AWARD OF CONTRACT:**

A Contract shall be awarded for the Work herein according to the award criteria contained in the RFP, provided the Proposal is in the best interest of the County. The selection of the Proposal which is in the best interest of the County shall be at the sole discretion of the County. The County reserves the right to reject any or all Proposals and to waive minor formalities. The total Proposal amount will be based on the first year estimated quantities, all as shown on the Price Proposal Form.

**15. PAYMENTS:**

Payment for the Work shall be made by the County in accordance with the terms set out in the Contract Documents. Before any payments, either partial or final, may be made to the Contractor for Work performed, written certification must be filed with the Director by the Contractor that the items for which requisition for payment is made have not been paid, and that there are no vendors, mechanic's or other liens or rights to lien or conditional sale contracts which should be satisfied or discharged before such payment is made.

**16. PROPOSAL SUBMITTAL COPIES:**

Proposals shall be submitted in one (1) original and **Ten (10)** copies with the 'Original' clearly marked.

<b>SECTION B - SPECIAL CONDITIONS</b>
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**17. ITEMS TO BE RETURNED WITH PROPOSAL:**

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Page – Landfill Operations
e)	Section G	Proposal Fee Schedule
f)	Section H	Proposal Unit Value Schedule
g)	Section I	Proposal Signature
h)	Section J	Addendum Acknowledgement Form (If Applicable)
i)	Section K	Statement of No Submittal (If Applicable)

**18. TIME LINE:**

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
<b>FEBRUARY 1, 2008</b>	Advertising & Publishing RFP
<b>FEBRUARY 15, 2008</b>	Mandatory Pre-proposal Conference
<b>FEBRUARY 19, 2008</b>	Deadline for Questions/Clarifications
<b>FEBRUARY 29, 2008</b>	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Solid Waste Department
TBD	Submit recommendation to Board for Award of Contract

<b>SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS</b>
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**I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation, Explosion, Collapse and Underground and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) Contractors Pollution Liability Insurance with minimum limits of **\$1,500,000** per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
  - (5) **\$500,000** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.



**SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**

- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

**II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

<b>SECTION D – VENDOR REFERENCES</b>
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**Proposal Title: Landfill Operations – Bridgeway Acres**

**Proposal Number: 078-0117-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_ HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

**All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.**

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

**All fields below must be completed**

<p><b>1</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p><b>2</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>
<p><b>3</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p><b>4</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>

## SECTION E – SCOPE OF WORK

**Proposal Title: Landfill Operations – Bridgeway Acres****Proposal Number: 078-0117-P (AM)****A. OBJECTIVE:**

It is the intent and purpose of this Request for Proposal (RFP) for the successful Contractor to operate, construct and maintain the Bridgeway Acres (BWA) Landfill and to dispose of Pinellas County Solid Waste in an efficient, environmentally safe and aesthetic manner. The operation of the BWA landfill is a support activity to the adjacent Waste to Energy facility (WTE). **This RFP is comprised of the Scope of Work and the requirements in the Attached Sample Agreement.**

Because of the nature of the County's Solid Waste disposal operation, this Contract shall also include a Standby Charge as compensation for the Contractor having the personnel and equipment available at all times, whether or not solid waste is being received and disposed at the landfill. The Contractor shall be required to perform the following activities:

1. Receipt and disposal of Class I waste;
2. Receipt and disposal of Class III waste;
3. Construction of new landfill cells, closure and long-term maintenance;
4. Receipt and processing of vegetative waste;
5. Transportation, stockpiling and disposal of materials from the WTE;
6. Segregation and removal of white goods;
7. Operation and Transportation of material from the Mini-Hand Unload Station to WTE or other designated processing/disposal locations, A. Maintenance activities as specified in the Contract Documents
8. Other activities as may be requested.

**B. SCOPE OF WORK:****Purpose**

The purpose of the Contract Documents is to establish the terms and conditions under which the Contractor shall operate, construct, maintain, manage and guarantee the performance of the Project for the proper disposal of Solid Waste and additional functions listed. An area map showing the location of the Project can be found in Appendix B.

**1. Landfill Operations**

The Contractor shall provide all services, labor, materials and equipment necessary for the operation of the Project throughout the Contract Period pursuant to the provisions of the Contract Documents.

**A. Class I Landfill**

The unit cost per ton paid to the Contractor shall include:

1. The placement and compaction of Class I waste to the minimum density specified in the Proposal, free of prohibited, hazardous and medical wastes, tires, recyclable metals and cardboard and white goods.;
2. The daily cover of the Class I waste with at least 6 inches of initial cover as described in Specific Condition **7 of the AGREEMENT**;
3. The intermediate cover of Class I waste with at least twelve (12) inches of material in areas where additional waste is not anticipated to be placed within 180 days, as described in Specific Condition **7 of the AGREEMENT**;
4. The separate collection, transmission and discharge of storm water and cell water to treatment locations per the Contract Documents.
5. Construct and maintain all-weather roads and vehicle maneuvering areas required for the efficient handling of waste and vehicles.

<b>SECTION E – SCOPE OF WORK (continued)</b>
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**A. Class I Landfill (continued)**

6. Clearing and grubbing prior to excavation of all operations including required haul roads and maneuvering areas and resulting material shall be kept separate from all excavation borrow. Resulting clear and grub material shall be size reduced for reuse or disposal. If the material is to be used as a soil/mulch blend for cover, it is to be delivered to the stockpile area as directed by the County. If the material is to be disposed of on site, it shall be landfilled as directed by the County. Alternately, the material may be removed from the Project Limits and disposed in an FDEP approved disposal site by the Contractor at no additional cost to the County;
7. The services of a qualified Land Surveyor (as described in Specific Condition 27 **of the AGREEMENT**) who shall provide to the County:
  - a. Quarterly survey reports showing landfilling activities;
  - b. Aerial topography - Every 6 months to include the waste disposal areas and a calculation showing the amount of air space used; Every 12 months to include the entire project limits; and
  - c. Annual record drawings;
  - d. Aerial photography- Every 12 months to include the entire project limits
8. Waste Stream Screening as described in Specific Condition 16 **of the AGREEMENT**;
9. Toxic, hazardous, unapproved and prohibited waste control as described in Specific Condition 17 **of the AGREEMENT**;
10. Litter control and reduction methods to include litter fencing to confine affected areas
11. Repair and restoration of erosion and depressions from settlement of the Contractor completed landfill areas;
12. Property damage or accidents for which the Contractor is responsible;
13. Recyclable metals, electronic waste, and Tire management in accordance with Specific Condition 19 **of the AGREEMENT**;
14. Labor costs, including fringe benefits, for all personnel, including permanent, temporary and contract employees;
15. Stockpiling of material for cover;
16. Provision of dedicated, trained and certified spotters at each active Class I landfill face at all times;
17. Insurance as described in the Contract Documents.
18. Seeding of areas which have not been used in 180 days

**B. Class III Landfill**

The unit cost per ton paid to the Contractor shall include:

1. The placement and compaction of Class III waste to the minimum density specified in the Proposal, free of prohibited, hazardous and medical waste, tires, white goods and recyclable metals and cardboard.
2. The weekly cover of Class III waste with at least 6 inches of initial cover as described in Specific Condition 7 **of the AGREEMENT**;
3. The intermediate cover of Class III waste with at least twelve (12) inches of material in areas where additional waste is not anticipated to be placed within 180 days, as described in Specific Condition 7 **of the AGREEMENT**;
4. The separate collection, transmission and discharge of storm water and cell water to treatment locations per the Contract Documents;
5. Construct and maintain all-weather roads and vehicle maneuvering areas required for the efficient handling of waste and vehicles at the Class III Landfill;

**SECTION E – SCOPE OF WORK (continued)****B. Class III Landfill (continued)**

6. Clearing and grubbing prior to excavation of all operations including required haul roads and maneuvering areas and resulting material shall be kept separate from all excavation borrow. Resulting clear and grub material shall be size reduced for reuse or disposal. If the material is to be used as a soil/mulch blend for cover, it is to be delivered to the stockpile area as directed by the County. If the material is to be disposed of on site, it shall be landfilled as directed by the County. Alternately, the material may be removed from the Project Limits and disposed in an FDEP approved disposal site by the Contractor at no additional cost to the County;
7. The services of a registered Land Surveyor (as described in Specific Condition 27 **of the AGREEMENT**) who shall provide to the County:
  - a. Quarterly survey reports showing land filling activities;
  - b. Aerial topography - Every 6 months to include the waste disposal areas and a calculation showing the amount of air space used; Every 12 months to include the entire project limits; and
  - c. Annual record drawings
8. Waste stream screening as described in Specific Condition 16 **of the AGREEMENT**;
9. Toxic, hazardous, unapproved and prohibited waste control as described in Specific Condition 17 **of the AGREEMENT**;
10. Repair and restoration of erosion and depressions from settlement of the Contractor completed landfill areas;
11. Property damage or accidents for which the Contractor is responsible;
12. White Goods and Tire management in accordance with Specific Condition 19 **of the AGREEMENT**;
13. Labor costs, including fringe benefits, for all personnel, including permanent, temporary and contract employees;
14. Stockpiling of material for cover;
15. Provision of dedicated, trained and certified spotters at each active Class III landfill face at all times;
16. Litter control and reduction methods to include litter fencing to confine affected areas

**2. Mini-Hand Unload Station Service**

The Mini-Hand Unload Station will be staffed by the Contractor. The Contractor will remove, weigh, empty and return the roll-off containers from the Mini-Hand Unload Station. This item shall include the collection and proper disposal of any solid waste which has fallen from or blown out of the containers or delivery vehicles or otherwise been deposited on the ground within the Mini-Hand Unload Station area (see Appendix B), and general clean-up. The unit price proposed for this item shall include all costs associated with a roll-off truck and a minimum of ten (10) 40 cubic yard roll-off containers. A dedicated and trained spotter will be on duty for all hours that the station is active. The spotter(s) will direct and assist customers and insure proper segregation of wastes that are to be delivered to the Mini-Hand Unload Station. Containers shall be emptied at the WTE Facility, or as may be directed by the County within the Project Limits. The roll-off truck and containers shall have a carrying capacity of 40 cubic yards and capable of transporting gross vehicle weights to the limits set by State and local law. The containers shall be well-maintained and kept in usable condition, painted and free of punctures. The County will not accept any roll-off truck, rail system or lifting assembly manufactured prior to 2007.

During the term of this contract, it is anticipated that the county will construct a new Mini Hand-Unload Station. The existing facility will be demolished. In addition to the duties enumerated above with respect to the mini Hand-Unload Station, the Contractor shall also be responsible for the operation of the facility including the screening, handling, managing and loading into containers Solid Waste delivered to the facility. The Contractor shall furnish personnel and equipment to operate the facility, as approved by the County. The lump sum annual fee for this item shall include all necessary costs to furnish this service. The lump sum fee does not include "pulls" which shall be paid based upon the price per pull specified on Schedule G. This additional responsibility will commence upon notification to the Contractor by the County.

<b>SECTION E – SCOPE OF WORK (continued)</b>
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**3. Yard Waste Mulching**

The Contractor will provide all labor and equipment necessary to operate a yard waste to mulch processing program. Operation of the yard waste to mulch program includes screening yard waste, acceptance of yard waste, removal of contaminants, size reduction of the material to a minus 4" product, sanitizing, loading material, testing and reporting.

- A. Screening:** The Contractor will have a FDEP certified spotter and operator on site for accepting and screening yard waste during the operating hours. The mulch area will be open when the FACILITY is open. The certified spotter will make sure the customers go to the appropriate unloading area and monitor for contamination. The contamination will be removed and placed in a roll off that will be transported and disposed of by the Contractor. Contamination includes but is not limited to railroad ties, pressure treated wood, painted wood, plastic, glass, paper and garbage. All yard waste including the logs and stumps will be processed and stored together.
- B. Reduction:** The reduction of yard waste will be the contractor's responsibility and shall follow the Manual for Yard Trash Management Published by Florida Organics Recyclers Association for the Department of Environmental Protection (FDEP). The manual recommends the reduction of the yard waste to a minus 4" size. The Contractor will be responsible for having the reduction area a safe distance from the public as recommended by the manufacturer of the reduction equipment.
- C. Sanitizing:** Florida Organics Recyclers Association, Best Management Practices Manual for Yard Trash Management, Chapter 4, Sanitizing Mulch will be followed to process this material into mulch. Other processes will be considered and authorized by the County. The Contractor will store the material at the yard waste site as shown in Appendix B. At a minimum the Contractor will construct three windrows of the reduced yard waste material. There will be 15' of space between windrows and a 20' space around mulch yard to facilitate fire control. Based on current testing and recommendations from Cooperative Extension the material will be stored for 45 days and turned three times during this period to maintain 132 degrees Fahrenheit inside the pile. The Contractor will use a minimum of a four foot temperature probe to measure temperature in the windrows on weekly basis and provide reports as described in section 3.F. When the temperature does not meet the minimum of 132 degrees the Contractor will turn and water the windrows, 24 hours later the temperature will be taken for compliance. Quarterly sampling will be conducted by the County for compliance of the operating permit as described in section E. The FDEP Operating Permit is shown as Appendix B.
- D. Loading Materials:** The Contractor will be responsible for an operator and equipment to load the processed mulch into the County and public vehicles. The remainder of the reduced materials can be marketed or utilized on site for slope or cover purposes. Refer to the Appendix B for the length of time reduced material can be on site to meet the Operation Permit.
- E. Testing:** The County will complete quarterly samples which will include the following test methods 8081, 8141, 8151, and metals sampling for parameters, Cadmium (Cd), Copper (Cu), Lead (Pb), Nickel (Ni), Zinc (Zn), Silver (Ag) and Arsenic (As). The County will also quarterly perform a Carbon to Nitrogen (C:N) ratio to determine if the mulch is below the 60:1 ratio. The County will also complete quarterly a weed seed and pathogen tests. Before each row is released to the public the County will perform pH measurement and moisture content tests. The Contractor will be responsible for weekly testing consisting of three evenly spaced temperature readings, chest high on each completed row. These readings will be kept in a bound log with the date built, weekly temperature reading dates that the rows are turned, and date released to public, Appendix D. The Contractor will notify the County that the row is ready to be released and the County will complete the necessary testing before authorizing the release of each row.
- F. Reporting:** The Contractor will provide a monthly report on tonnage of yard waste used on site. (see Appendix C for example)

**SECTION E – SCOPE OF WORK (continued)****4. Transportation and Stockpiling of Recovered Materials**

In accordance with the Operations Plans, the Contractor shall transport and stockpile residue generated by the WTE facility to areas within the Project Limits. The Contractor will be loaded free of charge by the WTE Facility Operator in accordance with an agreed upon schedule. The Contractor may load during unscheduled times using its own equipment and at its own expense with approval of the WTE Facility Operator and the County.

**5. Landfill Maintenance**

The Work includes operation, maintenance and management. The Contractor shall, at its own expense, maintain the Project in good condition, including necessary repairs and replacements consistent with all applicable rules and regulations, permits, and the Contract Documents. The Contractor shall maintain and manage the safety of the Project at a level consistent with all applicable laws and standards.

**A. Maintenance of Vegetation**

Shall mean the cutting of vegetative matter by powered equipment within the Project Limits as shown in Exhibit 3. Grass and other vegetation shall be maintained as stated in Specific Condition 20 **of the AGREEMENT**.

**B. Maintenance of Surface Water System**

Shall mean the maintenance of all ponds, canals, ditches and culverts within the Project Limits as shown in Appendix B. Maintenance activities shall be in accordance with Specific Condition 32 **of the AGREEMENT**.

**C. General Site Maintenance**

Shall mean the control of nuisances within the Project Limits as described in Specific Condition 13 **of the AGREEMENT**.

**D. Emergency, Fire and Safety Control**

Emergency, fire and safety control shall be managed as set forth in Specific Condition 14 **of the AGREEMENT**.

**E. Hot Load Slab**

The Contractor shall be responsible for maintenance of the Hot Load Slab. Included in this item is the control of litter, and wash down of the slab to control odors and pests.

**6. Standby Charge**

Shall mean an annual payment that the Contractor deems necessary to maintain equipment and personnel on site in accordance with Specific Condition 29 **of the AGREEMENT**.

**7. Miscellaneous Tasks**

During the course of the Contract, the County may require the Contractor to provide services which are addressed by unit costs. These events may occur as a result of regulatory action, emergencies, projects the County desires to undertake and other unforeseen events relating to solid waste disposal and operation.

**A. Material Handling**

The Contractor shall stockpile material or use material from stockpile as directed by the County. This item includes loading, hauling, placing and shaping of material. The material will be loaded from an area within the Project Limits and placed as directed by the County. This item includes a survey of the completed fill in accordance with Specific Condition 27 **of the AGREEMENT**. Material placed shall be compacted by the process of placing and shaping with a vehicle to all final contours and in lifts no greater than 12 inches. Material shall be compacted to 90% of the Modified Proctor value. The Contractor will be paid based on cubic yards in place as determined by the survey. This does not include material used for cover.

**SECTION E – SCOPE OF WORK (continued)****B. Excavation of Material**

Shall mean the excavation of material as directed by the County. This item includes excavation and de-watering of material from within the Project Limits. Disposal of the excavated material will be as directed by the County within the Project Limits. This item may include the excavation of waste from completed landfill cells. The Contractor will be paid for each ton excavated as determined by the County either using scale records or cubic yards converted to tons based upon a mutually agreed density factor.

**C. Erosion Control**

The Contractor will load, haul, fill, compact and shape in place, soil to provide embankment stabilization at the direction of the County. This item includes all labor, material and equipment. The Contractor will be paid based on cubic yards in place as negotiated with the County prior to beginning. This item shall not apply to restoration of Contractor's Work.

**D. Clearing and Grubbing**

Shall mean the clearing, grubbing and disposal of vegetative material and trees as directed by the County. This item shall not apply to clearing and grubbing required for landfill construction, or landfill cells. The Contractor will be paid based on square yards, measured in place.

**8. Additional Work**

The County understands that additional work may be required during the Contract Period in order to construct, operate or maintain the Landfill and Site in accordance with the existing permit. In addition, changes in regulatory conditions may require that additional work is needed. The Contractor is advised that payment for Additional Work will be negotiated between the County and the Contractor at the time required. At the County's request, the Contractor shall provide a written proposal for these services. If agreeable to the County, the County will issue a change order to the Contractor in accordance with then existing County procedures.

In the event that the County and the Contractor cannot agree on a Scope of Work and Price for the Additional Work, the County will advertise, in accordance with then existing County procedures, for an independent contractor to complete the Additional Work.

Additional Work may include the following items.

**A. Perimeter Berm Construction of Excavated Soil**

Shall mean the construction of the Perimeter Berm as shown in Appendix B. This item includes the placement, shaping and compacting of the individual berm levels with material excavated during the construction of landfill cells or from stockpiles and survey of completed berm(s). Material placed shall be compacted in lifts no greater than 12 inches.

**B. Perimeter Berm Construction of Recovered Material**

Shall mean the construction of the core of the Perimeter Berm as shown in Appendix B. This item includes the placement, shaping and compacting of the individual berm core levels with Recovered Material and six feet of dirt cover, and survey of completed berm(s). Material placed shall be compacted in lifts no greater than 12 inches.



**SECTION E – SCOPE OF WORK (continued)****C. Canal Construction**

Shall mean to complete construction of canals as directed by the County. This item includes procuring all equipment, labor, and material to excavate, load, transport, and stockpile all material resulting from the construction. All excavated material from the canals will be loaded and transported to a stockpile on the Site as directed by the County.

**D. Embankment**

Shall mean the use of material from the stockpiles to provide structural embankments beneath new paved roads and other structures at the direction of the County. This item includes loading, hauling, placing, shaping and compacting to 90% of Modified Proctor Value, a survey of the completed embankment and geotechnical testing of compaction.

**E. Sodding**

Shall mean to provide and install fresh cut sod and establish growth within the Project Limits as directed by the County. This item includes sod, fertilizer, pH adjuster, water, equipment and labor necessary to provide a complete and satisfactory installation.

**F. Seeding**

Shall mean to provide and install lawn grass seed and establish growth within the Project Limits as directed by the County. This item includes seed, fertilizer, pH adjuster, water, equipment and labor necessary to provide a complete and satisfactory installation.

**G. Site Screening Fence**

Shall mean the installation and removal of a temporary screening fence or berm in the Project Limits as directed by the County. The purpose of the Site Screening Fence is to: (1) screen from outside view, the operation of the Landfill as the elevation increases to final height, and (2) reduce litter problems off Site due to the increased elevation and open landscape.

**C. FORMAT OF PROPOSALS**

To facilitate the Procurement Committee's review process, the following guidelines shall be strictly adhered to:

The entire proposal shall be contained within two (2) three ring 1" binders.

The narrative component of the proposal shall be constructed using the following specifications:

Sans Serif Font, 12 Point

Double Spaced

Double Sided Pages

Standard 8" x 11" White Paper, 20 # Weight.

Maximum 75 Pages of narrative

Pages must be numbered in the lower right hand corner

Include a CD-ROM of the proposal narrative in Microsoft Word or Adobe Acrobat format.

Graphs, Charts, Pictures and other enclosures shall be securely inserted into the second of the three ring binders, which shall be used for exhibits. Number the exhibits.

The narrative shall be numbered identically to the Evaluation Criteria requirements listed in Section E.

**SECTION E – SCOPE OF WORK (continued)****D. EVALUATION CRITERIA:**

The purpose of this Request for Proposal is to provide the County with information necessary to evaluate the qualifications of the Proposers in the best interest of the County, for providing construction, operation and maintenance of the Project. The evaluation will be based on the information provided in response to this Request for Proposal.

Proposers are required to submit complete, detailed and accurate responses to the information requested in this Section. The proposal response shall be the primary information considered during the evaluation and selection process. The response to the Proposal shall be evaluated based on the information provided by the Proposer in the areas described below.

Evaluations will be based on pre-selected criteria that reflect the needs of the Project. Each of the criteria below are weighted as shown:

**1. Financial Capability**

The Proposer must provide financial information which clearly demonstrates its ability to fund the initial start-up costs, initial operating costs, capital asset acquisition, construction costs, and continuing operation costs in accordance with the Contract Documents. The County will only accept responses from Proposers which can document a net worth of at least fifteen million dollars (\$15,000,000).

The following financial data shall be provided. If the Proposer is a subsidiary of another firm, then the information requested should be provided for both the Proposer and the parent organization, as it may be applicable to the Agreement:

- A. Each Proposers most recent Form 10K, as filed with the U.S. Securities and Exchange Commission (SEC) and all Forms 10Q since the last Form 10K;
- B. Proposers not filing a Form 10K with the SEC shall submit the following information:
  - 1. Federal Tax Returns for the last three (3) years;
  - 2. Audited financial statements for the past three (3) fiscal years to include, at a minimum, income statement, balance sheet, and statement of changes in financial position;
  - 3. Copies of quarterly financial reports since the last audited statement;
  - 4. Any material changes in the mode of conducting business, bankruptcy proceedings, and mergers or acquisitions for the past three years, as well as any disclosure of any potential mergers or acquisitions; and,
  - 5. Any and all lawsuits filed against the Proposer since January 1, 2002, and a statement as to the outcome or current status of each such lawsuit.
- C. A full and complete description of the legal and financial relationships among all entities which are to be bound by the terms and conditions of the Contract Documents, including any entities guaranteeing the obligations of, or providing financial support to, any such parties. Each Proposer shall fully describe its ability to meet the financial obligations created by the Contract Documents;
- D. For all projects in which the Proposer is presently involved and on which it has executed contracts, describe in full the nature of the financial guarantees provided for each project;
- E. The most current rating on outstanding corporate debt, if any, issued by the Proposer (or parent organization);
- F. A copy of the latest Annual Report of each Proposer or participating firm;

## SECTION E – SCOPE OF WORK (continued)

**D. EVALUATION CRITERIA: (continued)****1. Financial Capability (continued)**

- G. Available sources of short-term and long-term financing; and
- H. Names of banks and/or lending institutions used by the Proposer in its conduct of business.
- I. Insurance documentation as described in paragraph above.

**2. Technical Experience**

All Proposers shall provide the following information regarding their experience:

A. Landfill Operation: Provide a minimum list of five (5) landfills currently operated by Proposer or operated within the last three (3) years, two (2) of which shall be under contract to a public entity. Include the following information for each landfill in tabulation form:

- 1. Location;
- 2. Physical size, including acres, fill height, depth of excavation, liner type;
- 3. Average daily tonnage of waste disposed, minimum 1,000 tons per day;
- 4. Landfill ownership (i.e., municipal or private);
- 5. Reference person representing the landfill owner if not owned by Proposer, including title and phone number, and if owned by the Proposer, reference person in the municipality or governmental jurisdiction in which the landfill is located, including title and phone number;
- 6. Reference persons in governing regulatory agencies, including title and phone number;
- 7. Regulatory compliance history (e.g., any violations, enforcement, etc.); and
- 8. Operation status, including years of operation and closure date, if applicable.

B. Landfill closure: Provide a list of all landfills closed by the Proposer within the last 5 years and provide the following information for each:

- 1. Location;
- 2. Physical size, including acres, fill height, depth of excavation, liner type;
- 3. Description of closure construction; and
- 4. Date of closure

- C. Has the Proposer ever failed to complete or defaulted on any work awarded? If so, explain.
- D. Provide information on construction and closure. Describe the role of the Proposer in that work.
- E. Describe experience in providing waste disposal and processing services including experience with vegetative waste.
- F. Provide information on any projects the Proposer has worked in conjunction with a Waste-to-Energy facility including handling and disposing of residue.
- G. Provide information on any Class III material recovery or processing facilities the Proposer has operated.

**SECTION E – SCOPE OF WORK (continued)****D. EVALUATION CRITERIA: (continued)****3. General Company Experience**

Please describe any general experience of your company or corporation that may be related to the Work proposed, as it is related to publicly owned landfills.

**4. Management and Operation Plan**

The Proposer shall provide a Management and Operation Plan detailing how the Project will be performed providing for operation, maintenance, construction and other activities. This Plan shall be in accordance with the Contract Documents, all permit requirements and applicable rules and regulations. The Plan shall also address the unique conditions at the BWA facility.

The Proposer's Management and Operation Plan shall be submitted as part of the Proposal Package. The County may require revisions to the Plan. The Plan shall include, but shall not be limited to, the Management and Operation Plan minimum Requirements in Exhibit 1.

The Plan submitted by the Proposer will, upon approval by the County, become the Operations Plan. See Exhibit 1 for a minimum list of requirements.

**5. Personnel Requirements**

The Proposer shall provide the number of employees needed to operate the Project by job functions, including a complete description of each job function. Proposer shall identify the criteria by which the number of employees and their functions were determined including a Utilization plan for employees during waste diversion periods and during operations. The Proposer shall provide an organizational chart illustrating all positions and the chain of management. The County requires that an On-Site Manager, spotters as described in the Scope of Work and a Certified Landfill Operator be provided at all times that the Contractor is working.

**6. Equipment Requirements**

The Proposer shall describe the number, type, model and size of all equipment to be utilized for the operation of the Project including equipment on the Standby Equipment List. The Proposer shall also describe the scheduled equipment maintenance, repair and replacement including proposed spare parts inventory and twenty-four (24) hour backup equipment (all equipment shall be 2006 or newer). For heavy equipment that is out of service longer than three days, a back up piece of equipment will be required.

**7. Evaluation Methodology**

The evaluation process is designed to select a Proposer to sign an agreement with the County that the County believes is in the best interest of the County. The final agreement will reflect the Contract Documents as set forth in this Proposal.

Each Proposal will be reviewed by an evaluation team, and graded relative to other proposals on the basis of the pre-selected evaluation criteria described previously. The evaluation team will weigh the evaluation criteria on the basis of the needs of the Project and the best interest of the County.

The selected Proposer will be expected to sign an agreement substantially in the form of the Agreement included as part of this Request for Proposals.

**SECTION E – SCOPE OF WORK (continued)****PROPOSAL EVALUATION SCORE SHEET**

<b>Criteria</b>	<b>Maximum Points</b>
Price	1000
Financial Capability	300
Technical Experience	600
General Company Experience	400
Management and Operation Plan	800
Personnel Requirements	500
Equipment Requirements	400
Total	4000

<b>SECTION F – PROPOSAL PAGE- LANDFILL OPERATIONS</b>
---

The County will pay the Contractor for actual Tonnages of Solid Waste disposed or materials transported by the Contractor during the Contract Period. Estimated quantities for disposal or transportation each year by classification are listed below; however, quantities of waste are dependent upon the performance of the WTE Facility and may vary substantially. The County makes no minimum or maximum unit quantity guarantee, either written or implied, to the Contractor.

Estimated Annual Tonnage of Material\*  
for which the  
Contractor will be responsible  
**BASE CONTRACT**

Years	2008	2009	2010	2011	2012	2013	2014			
Class I (x 1,000 Tons)	175	175	175	100	100	100	100			
Class III (x 1,000 Tons)	120	120	120	100	100	100	100			
Yard Waste Mulching (x 1,000 Tons)	25	25	25	25	25	25	25			
Ash Residue (x 1,000 Tons)	300	300	300	300	300	300	300			

\* WTE Facility Operational

NOTE: For the purposes of evaluating the Proposals, all of these will be based on only the first year's estimated quantities.

There shall be no carry over of unused quantities or Dollars from one year to the next. At the end of each Contract year and the Contract Period, the County and the Contractor shall mutually reconcile all Dollars and units expended. The County will not release the Performance and Payment Bond at the end of the Contract until this requirement is met.

For purposes of proposal evaluation and Contract award, the following Proposal Schedule shall be completed by the Contractor. The estimated quantities associated with each Proposal item are based on the assumption that the existing 3,150 tons per day Waste-to-Energy Facility will be fully operational.

The Table of Recovered Materials may be found in the Specific Conditions and refers to the transportation of materials within the Project Limits.

The following is a synopsis of conditions which may affect estimated waste and recovered material quantities contained herein.

1. Complete or partial diversions of the solid waste stream from the existing WTE Facility.
2. Off site use of ash and Residue.
2. Natural disasters such as hurricanes, tornados, et. al.
3. Uncontrollable circumstances.
4. Availability of Plant.
5. Construction or renovation of the WTE Facility that may require diversion of waste.

<b>SECTION G – PROPOSAL FEE SCHEDULE</b>
--

Proposers are to complete the Price Proposal in full. The total estimated price for the first Contract Year shall be indicated in **numerals and words**. Revisions shall be initialed by the Proposer.

Item	Estimated First Year Quantities	Units	Unit Price	Estimated First Year Price
Class I Landfill	175,000	Tons		
Class III Landfill	120,000	Tons		
Mini-Hand Unload Station	10,000	Pulls		
Yard Waste Mulching	24,000	Tons		
Transportation and Stockpiling of Recovered Material	300,000	Tons		
Landfill Maintenance	1	Lump Sum		
Standby Charge	1	Lump Sum		
<b>TOTAL COST</b>			<b>\$</b>	<b>\$</b>

**SECTION H – PROPOSAL UNIT VALUE SCHEDULE**

Proposers are to complete the Unit Value Schedule in full. The unit values are an agreed upon cost per unit of work as noted for Miscellaneous Tasks as described in the Contract Documents. The Unit Value Schedule will not be included in the Proposers total price for the Work. The Proposer understands that the County does not guarantee that any work will be done under these unit prices.

Item	Units	Unit Value
Material Handling	Cubic Yards	
Excavation of Material	Cubic Yards	
Erosion Control	Cubic Yards	
Clearing and Grubbing	Square Yards	

**Based upon first year price – AF6 as delineated in Specific Condition 28**



<b>SECTION I – INSTRUCTIONS FOR SUBMITTING PROPOSALS</b>
--

**Proposal Title: Landfill Operations – Bridgeway Acres**  
**Proposal No.: 078-0117-P (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **TEN (10)** copies.

\_\_\_\_\_  
 Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see [www.sunbiz.org](http://www.sunbiz.org) website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Federal Employee ID No. (FEIN)

\_\_\_\_\_  
 Account Representative Email Address

\_\_\_\_\_  
 Company Email Address (for Electronic Solicitation Notifications)

**I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (print): \_\_\_\_\_

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	

Form W-9  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

Request for Taxpayer  
Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  
☐ Individual/  
Sole proprietor  
☐ Corporation  
☐ Partnership  
☐ Other ▶ .....  
☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I  
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II  
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

• An individual who is a citizen or resident of the United States,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

## SECTION J - ADDENDUM ACKNOWLEDGMENT FORM

**Proposal Title: Landfill Operation – Bridgeway Acres**

**Proposal No: 078-0117-P (AM)**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:**

DATE RECEIVED


**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), listed under category 'Bid Schedule'.

**SECTION K – NO BID STATEMENT**

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **078-0117-P (AM) for LANDFILL OPERATIONS – BRIDGEWAY ACRES**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## ATTACHMENT A

### PROPOSAL BOND (Provided for Information Only)

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_ and authorized to do business in the State of Florida, are held and firmly bound unto Pinellas County, Florida in the full and just sum of

\* \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of Pinellas County, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Pinellas County, Florida, a proposal for the operation of a sanitary landfill in Pinellas County, Florida, designated as the Bridgeway Acres Landfill.

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified check otherwise required to accompany this Proposal.

**\*Write in the dollar amount of the Bond which must be at least five percent (5%) of the total Proposal Amount as defined in the Contract Documents. Do not use the phrase "five percent of the Proposal" or similar expressions.**

NOW THEREFORE; The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten (10) days after the Contract is awarded by Pinellas County execute a Contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by Pinellas County, Florida, and execute a Performance and Payment Bond in the amount of one hundred (100) percent of the proposed or negotiated final first year price, in form and with security satisfactory of said County; then this obligation will be void, otherwise, it will be and remain in full force and virtue in law, and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

Countersigned \_\_\_\_\_

Local Producing Agent for \_\_\_\_\_

BOND NO.

ATTACHMENT B

PERFORMANCE AND PAYMENT BOND ( Provided for Information Only)

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, located at  
\_\_\_\_\_(Business Address) are held and firmly  
bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligee in the sum of  
\$\_\_\_\_\_( \$\_\_\_\_\_), for the payment whereof we bind ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ , with Obligee for  
\_\_\_\_\_  
\_\_\_\_\_

in accordance with drawings and specifications, which contract is incorporated by reference and made part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract at the times and in the manner prescribed in the Contract; and
- 2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
- 3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract;
- 4. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Contract; and
- 5. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise it remains in full force.
- 6. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the Work to be done under it, or the giving by the Owner of any extension of time for the performance of said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, Notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

7. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

9. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this Bond, and it does hereby waive Notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05 Florida Statutes, shall not apply to this Bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Signed, sealed and delivered in the presence of:

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Witness as to Principal



The foregoing instrument was acknowledge before me this \_\_\_\_\_ by  
\_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ Corporation, on behalf of the Corporation. He/she is personally  
known to me or has produced a Florida Driver's License as identification and who did (did not) take  
~~an oath.~~

NOTARY:\_\_\_\_\_

Print Name:\_\_\_\_\_

Commission Number:\_\_\_\_\_

My commission expires: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the County, and

\_\_\_\_\_  
(Name of Firm, Corporation, Partnership or Individual Proprietor)

\_\_\_\_\_  
authorized to do business in the State of Florida, with principal place of business located at:

\_\_\_\_\_  
hereinafter designated the Contractor,

## **WITNESSETH:**

That for and in consideration of sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid by the County to the Contractor as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

### **1. The Contractor Agrees:**

- A. To furnish all personnel, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Contract No. 078-0117-P for the Operation of the Bridgeway Acres Landfill in strict accordance with the terms and Articles of this Agreement, and the Contract Documents and approved by the parties hereto, and are attached hereto and by reference made a part hereof.
- B. To commence the Work under this Contract on the first (1st) Day of April 2008 at 12:01 A.M. and to complete performance hereunder within the Contract Period, it being understood and agreed that the time of performance and completion of such Work is the essence of this Contract.
- C. To furnish a guarantee from the parent corporation of the Contractor, guaranteeing the Contractor's performance under the Agreement. The parent guarantee shall be in substantially the same form as in Appendix A4.
- D. That the Contractor and each Subcontractor shall furnish to the County, upon demand, a certified copy of the payroll covering the Work under this Contract,

together with such other information as may be required by the County to ensure compliance with the law and the provisions of this Contract.

- E. To procure, prior to the commencement of the Work, and maintain while the same shall be in progress, Workers' Compensation Insurance in amounts sufficient to secure the benefits, in at least the amounts required by Law, of said insurance to all employees of the Contractor engaged on the Work covered by this Contract, and said Contractor, shall require similar coverage by Subcontractors, unless the employees of Subcontractors are covered by the Contractor's insurance. The County shall be given 30 days prior written Notice of any material change or cancellation and a Certificate of Insurance with this provision shall be furnished to the Board of County Commissioners, Pinellas County, Florida.
- F. To procure and maintain, at no cost to the County, all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder. Procurement of federal, state or local environmental permits shall be the responsibility of the County.
- G. The Contractor shall be licensed to conduct business in the State of Florida and Pinellas County during the term of this Contract. The Contractor is further advised that portions of the project fall within the Corporate limits of St. Petersburg, Pinellas Park and Unincorporated Pinellas County.
- H. To permit a representative of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Director of Solid Waste Operations for the conducting of such inspections and tests as he may require.
- I. Unless otherwise provided in the Contract Documents, to assume liability for all damage to the Work under construction or completed, whether from fire, water, winds, vandalism, or other cause, until final completion and acceptance by the County, notwithstanding the fact that partial payments may have been made during operation or construction. In the event partial payments are made by the County during operation or construction contemplated hereunder, the Contractor shall procure and maintain, at no cost to the County, sufficient fire and hazard insurance to protect the interests of the parties hereto, and shall, prerequisite to any payment, deliver the policy therefore to the County with premiums fully paid thereon. If any costs are incurred as a result of a fire, such as fees charged by the responding fire department or special excavation practices for extinguishing a fire, they shall be the responsibility of the Contractor.
- J. That no interest under this Agreement may be assigned, subcontracted, nor duties hereunder delegated, without prior written consent of the County. In case such consent is given, the Contractor shall, when so requested by the Director, file with the Director copies of all subcontracts. No subcontract or transfer of Contract shall in any case release either the Contractor or its Surety of any liability under this Contract and the Performance and Payment Bond.

- K. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the Work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County; and so much of the money due the said Contractor under and by virtue of this Contract as shall be considered necessary, may be retained by the County or, in case no money is due, its Surety shall be held until such suits, actions or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County. The County and the Contractor agree the first \$100.00 of the Contract amount paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by the Contractor by the Contractor's execution of the Agreement.

The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against him or any Subcontractor in connection with the Work. Bonds or Letters of Credit will not be released by final acceptance and payment by the County unless all such claims are paid or released.

- L. That all the Work to be performed and all unit prices to be paid for Work performed shall be applicable to the Site conditions existing as of 12:01 A.M., April 1, 2008 except as modified in the Contract Documents. The Contractor shall make no claim for variations in Site conditions.
- M. In the event sufficient budgeted funds are unavailable for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate in accordance with General Condition 9 on the last day of the current fiscal period without penalty or expense to the County.
- N. The Contractor shall not remove any waste or recovered material from County property or from any disposal area or the Project limits without written consent from the Director, except as specifically provided in the Contract Documents.
- O. In the event Hazardous, Prohibited or Unauthorized Waste is delivered to the landfill, the Contractor will promptly notify the County as set forth in Specific Conditions 16 and 17.

**2. The County Agrees:**

To pay the Contractor the Contract Price as specified in the Price Proposal Section of the Contract Documents. The County, prerequisite to making any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

**3. It is Mutually Agreed:**

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until the Director shall have approved same, and until same shall be properly approved by the Board of County Commissioners.
- B. That the Director shall represent the County insofar as prosecution of the Work, and interpretation of the Operations Plans and specifications.
- C. It is the intent of the County that the terms and conditions of the Contract Documents are such that the Contractor shall be responsible for the daily management, operation on-going construction and maintenance of the Landfill. The County will only act to monitor the Contractor's activities in order to protect the County's interest. The County and the Contractor will schedule monthly meetings to review the status of the Work.
- D. The following named documents, which shall be referred to as the "Contract Documents", are by reference hereby incorporated into this Contract:
  - 1. Legal Notice
  - 2. Request for Proposals
  - 3. Evaluation Criteria
  - 4. Scope of Work
  - 5. Recycling of Class III Material
  - 6. Price Proposal
  - 7. Proposal Bond
  - 8. Performance and Payment Bond
  - 9. Agreement
  - 10. Minimum Insurance Requirements
  - 11. General Conditions
  - 12. Specific Conditions
  - 13. Exhibits 1, 2 and 3
  - 14. Appendices A1, A2, A3, A4
  - 15. Appendix B
  - 16. Addenda Issued by the County prior to the Receipt of Proposals
  - 17. Approved Operations Plan
  - 18. All provisions required by Law to be inserted in this Agreement, whether actually inserted or not

19. Florida Department of Transportation Standard Specification 2000 (by reference)
20. Chapter 62-701 of the Florida Administrative Code, or any successor provision (by reference)
21. Applicable Solid Waste Management Facility Permits (by reference)
22. Title 40 Code of Federal Regulations (by reference)

This Agreement shall not be assigned by either party without the prior written consent of the other, except that without such consent the Contractor may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of the Contractor by merger, consolidation, transfer of assets or otherwise, or to an Affiliate, provided that in either case, the Contractor guarantees such assignee's performance under this Agreement.

#### **4. Notices**

All Notices and consents required or permitted by this Agreement shall be in writing, shall be transmitted by registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt, postage prepaid, and addressed as follows:

If to the County:        Director, Pinellas County Utilities  
                                 Department of Solid Waste Operations  
                                 3095 - 114th Avenue, North  
                                 St. Petersburg, Florida 33716

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Changes in the respective addresses to which such Notices may be directed may be made from time to time by either party by Notice to the other party.

#### **5. Cancellation**

Pinellas County reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

In addition to all other legal remedies available to the County, Pinellas County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the Proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

## **6. Audit**

The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

## **7. Minimum Insurance Requirements**

The Contractor must maintain insurance in at least the amounts required below throughout the Contract Period. The Contractor must provide a certificate of Insurance evidencing such coverage prior to issuance of a purchase order or commencement of any Work under this Agreement.

- A. Prior to the time Contractor is entitled to commence any part of the Project, Work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract; and a currently valid Certificate of Insurance shall be filed and maintained with the County's Department of Risk Management during the term of this Contract.
  1. Workers' Compensation in at least the limits required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  2. Comprehensive General Liability Insurance including, but not limited to Independent Contractor, contractual products/completed operations, premises/operations, explosion, collapse and underground and personal injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$100,000, per occurrence, unless otherwise stated by exception herein.

3. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 for bodily injury, including death, each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
4. \$500,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverages and limits required above, in follow form or umbrella form.
5. The Contractor shall acquire and maintain, if applicable, Fire and extended coverage, vandalism and malicious mischief insurance upon the Work to the full insurance value thereof for the benefit of the County, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
6. Contractors Pollution Liability Insurance with minimum limits of **\$1,500,000** per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

B. Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that sixty (60) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a Notice thereof shall be given to the County by certified mail to: Risk Management, 400 South Fort Harrison, Clearwater, Florida 34616. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any Notices of expiration, cancellations, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide Notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of



County and individual members, and employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4. Pinellas County shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County to any such future coverage, or to the County's Self-Insured Retention of whatever nature.
6. Contractor hereby waives subrogation rights for loss or damage against the County.

- C. The Contractor shall procure and maintain, at its own expense, during the term of the Contract, in accordance with the provisions of the laws of the State of Florida, Workers' Compensation Insurance, including occupational disease provisions, for all of its employees at the Site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under this Contract at the Site of the Project is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

#### **8. Governing Law**

The Laws of the State of Florida shall govern this Agreement.

#### **9. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1996**

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1996 located at U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

#### **10. Ownership of Documents**

All Specifications, Drawings and copies thereof furnished by the County shall remain on its property and will not be used on another Project and, with the execution of this Agreement, shall be returned to the County on request upon completion of the Project.

This Contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Approved as to form:

By: \_\_\_\_\_  
(County Attorney)

Attest: \_\_\_\_\_  
Clerk of the Circuit Court

By: \_\_\_\_\_  
(Deputy Clerk)

Attest:

By: \_\_\_\_\_  
(Secretary)

Signed and sealed and delivered in the presence of:

\_\_\_\_\_  
Witness as to the Contractor

\_\_\_\_\_  
Witness as to the Contractor

PINELLAS County acting by and through its Board of County Commissioners

By: \_\_\_\_\_  
(Chairman)

\_\_\_\_\_

By: \_\_\_\_\_

\*\*\*CORPORATE SEAL\*\*\*

\_\_\_\_\_  
Contractor or Qualifying Agent

\_\_\_\_\_  
Registration or Certificate Number

\*\*\*CORPORATE SEAL\*\*\*

## **GENERAL CONDITIONS**

### **GENERAL CONDITION 1 - DEFINITIONS**

The following words and expressions (or pronouns used in their stead) shall, wherever they appear in the Contract Documents, be construed as follows unless a different meaning is clear from the context.

**“Addenda”** shall mean additional Contract provisions if and when issued in writing by the Pinellas County Department of Solid Waste Management, prior to the Proposal opening.

**“Agreement”** shall mean the written Agreement between the County and the Contractor covering the Work to be performed; the Contract Documents shall be attached to and made a part of the Agreement.

**“Available”** shall mean with regard to the Standby Equipment that each piece of equipment is onsite, operates in its intended function and all safety features are in place.

**"Battery Limits"** shall mean the limit of responsibility of Veolia ES or their successor and are generally defined by the fence surrounding the WTE Facility.

**"Board of County Commissioners" (BCC)** shall mean the Governing Board of Pinellas County, Florida, or their duly authorized representatives.

**"Bonds"** shall mean Proposal, Performance and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

**“Bridgeway Acres Sanitary Landfill (BWA)”** shall mean the real property located in Pinellas County, which the County has designated as a landfill. The property is generally bounded on the north by 118<sup>th</sup> Avenue, on the east by Interstate 275, on the south by the 102<sup>nd</sup> Avenue right-of-way and the Mainlands subdivision and on the west by the Mainlands subdivision and the Mainlands Canal.

**"Bulky Material"** shall mean material discharged from the Ash Storage and Processing Building in excess of ten inches (10") in size.

**“Certified Landfill Operator”** shall mean a person who has completed a course of study proscribed by the State of Florida and is currently certified by the State as a landfill operator.

**"Change Order"** shall mean a written order to the Contractor issued after execution of the Agreement signed by the Board of County Commissioners (BCC) authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time or revision to the Standby Charge.

**“Class I Landfill”** shall mean the area designated in the Contract Documents to receive general, non-hazardous household, commercial, industrial, and agricultural wastes, subject to the restrictions of Rules 62-701.300 and 62-701.520, FAC.

**“Class III Landfill”** shall mean the area designated in the Contract Documents to receive only yard trash, construction and demolition debris, waste tires, asbestos, carpet, cardboard, paper,

glass, plastic, furniture other than appliances, or other materials approved by the FDEP. The Class III Landfill cannot accept Class I Waste.

**“Class I Waste”** shall mean general, non-hazardous household, commercial, industrial, and agricultural wastes, subject to the restrictions of Rules 62-701.300 and 62-701.520, FAC.

**“Class III Waste”** shall mean only yard trash, construction and demolition debris, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the FDEP which are not expected to produce leachate which poses a threat to public health or the environment.

**"Contract" or "Contract Documents"** shall mean each of the various parts of the Contract referred to in Paragraph 3D of the Agreement both as a whole and severally.

**“Contractor”** shall mean the contract operator of the Bridgeway Acres Landfill.

**"Contract Price"** shall mean the sum of the number of units times the dollar and cents amount per unit for each item plus the fixed amount for the Standby Charge as shown in the Proposal Amount section of the Contract Documents.

**"Contract Time" or "Contract Period"** shall mean the number of years stated in Specific Condition 4.

**"County"** shall mean the party of the first part hereto, being the Pinellas County Board of County Commissioners for whom the Contract Work is being performed.

**"Day"** shall mean one calendar Day.

**"Department"** shall mean the Pinellas County Utilities Department of Solid Waste Operations.

**"DEP or FDEP"** shall mean the Florida Department of Environmental Protection.

**"Director"** shall mean the Director of the Department or other person so designated, employed by Pinellas County to act as such and designated to be in charge of the Work.

**"Dollars"** shall mean legal tender in the United States of America in dollars.

**"Emergency Conditions"** shall mean conditions caused by natural disaster or acts of God over which the County or Contractor has no control, requiring immediate action be taken to prevent personal injury, loss of life or damage to property.

**"Field Order"** shall mean a written order issued by the Director, which clarifies or interprets the Contract Documents and orders minor changes in the Work as hereinafter specified in the General Conditions.

**"Fundamental First Aid Training"** shall mean training by the American Red Cross or equivalent agency for emergency medical care when a physician is not immediately available.

**“Hazardous Waste”** shall mean a solid waste regulated by the Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, FAC.

**"Landfill Contractor or Contractor"** shall mean the party of the second part hereto, whether corporation, firm, individual or any combination thereof, and their successors, personal representatives, executors, administrators, and assigns.

**"Landfill or Disposal Site"** shall mean any area where Solid Waste, Trash or Recovered Materials are deposited.

**"Management and Operations Plan"** shall mean the approved plan describing the management and operation, on-going construction, maintenance and closure of the Project in accordance with the Contract Documents.

**"Mini-Hand Unload Station"** shall mean the area shown in Appendix B where private vehicles and others as directed by the County, deposit waste materials for handling, loading and disposal by the Contractor.

**"Notice"** shall mean written notice. Notice shall be served upon the Contractor either personally or by leaving the said Notice at its place of business or with its Agent in charge of the Work, or addressed to the Contractor at the residence or place of business given in the Proposal and deposited in a postpaid wrapper in any post box regularly maintained by the United States Postal Service.

**"Notice of Award"** shall mean the written Notice by the County to the Contractor that the Contractor is the successful Proposer and that upon compliance with the conditions precedent to be fulfilled by the Contractor within the time specified, the County shall execute and deliver the Agreement to him.

**"Operate"** shall mean to provide and maintain sufficient quantity and quality of material, equipment and personnel to initiate and continue the handling of solid waste and to fulfill every and all of the terms contained in the Agreement.

**"Operator"** shall mean the contract operator of the ~~Resource Recovery~~ Waste-to-Energy Facility. At the time of the signing of this Agreement, the Operator is Veolia ES Pinellas, Inc.

**"Permit"** shall mean the then current regulatory certification and permission to conduct certain activities.

**"Project or Project Limits"** shall mean the Bridgeway Acres Sanitary Landfill excluding the Battery Limits and including the Closed Toytown Landfill.

**"Prohibited or Unauthorized Waste"** shall mean any and all waste prohibited or unauthorized by the County, the FDEP or any other regulatory agency from being disposed of at the landfill. Specifically included, but not limited to, as Prohibited Waste are radioactive, toxic or hazardous wastes including small quantity hazardous waste.

**"Proposal"** shall mean the completed documents submitted by a Proposer in response to this Request for Proposals.

**"Proposer or Proposers"** shall mean those firms, corporations or individuals that submit a qualified response to this Request for Proposals, in accordance with the terms and conditions contained herein.

**"Recovered Materials"** shall mean, Ash Residue, and shall also include Reject Material, all as defined herein or as amended by the County.

**"Reject Material"** shall mean materials unsuitable for the Waste-to-Energy recovery process and placed in containers on the tipping floor in the ~~Resource Recovery~~ Waste-to-Energy facility or as amended by the County.

**“Request for Proposals (RFP)”** shall mean this document issued by Pinellas County to solicit firms, corporations or individuals to provide operation, on-going construction, maintenance and closure services for the Project.

**"Residue"** shall mean material discharged from the Residue Storage and Processing Building, or as amended by the County.

**“Residue Storage and Processing Building (RSPB)”** shall mean the building located within the Battery Limits, within which the Residual Material from the WTE Facility is processed into the various Recovered Material streams.

**“Solid Waste”** shall have the meaning listed in Chapter 62-701, FAC.

**"Site"** shall mean Bridgeway Acres Sanitary Landfill.

**"Special Wastes"** shall mean those wastes that require extraordinary management. They include but are not limited to asbestos, dead animals, agricultural and industrial wastes.

**“Standby Charge”** shall mean the payment to the Contractor described in Specific Condition 29.

**"Subcontractor"** shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor or County to furnish, or actually furnishes labor, materials, or equipment for the Project.

**"Surety"** shall mean any corporation that executes, as Surety, the Contractor's Performance and Payment Bond securing the performance of this Contract.

**“System”** shall mean the WTE Facility, the Landfill, the Mini-Hand Unload Station, yard waste process, segregated asbestos and medical ash disposal sites, the household electronics and chemical waste collection center and the closed Toytown landfill.

**“Trash”** shall have the meaning listed in Chapter 62-701, FAC.

**"Ton"** shall mean a short ton, 2,000 pounds.

**“Toytown Landfill”** shall mean the real property in Pinellas County identified as the Toytown Landfill. It is generally bounded on the west by Interstate 275, on the north by Roosevelt Boulevard, on the east by 16<sup>th</sup> Street and on the south by 102<sup>nd</sup> Avenue right-of-way. The Contractor is advised that the Toytown Landfill has been closed in accordance with FDEP regulations and is presently under the Long Term Care provisions of 62-701 FAC.

**"Uncontrollable Circumstance"** shall mean an act or event, that has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Contract or material adverse effect on the Site or the operation or ownership or possession of it, if such act or event is beyond the reasonable control of the party relying therein as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include but shall not be limited to the following:

1. an act of God, epidemic, landslide, earthquake, fire, explosion, flood or similar occurrence, an act of a public enemy, war blockage, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence strike, lockout, Work slow-down, or similar industrial or labor action;

2. the order or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or failure to act of the party relying thereon, provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action of such party;
3. suspension, termination, interruption, denial or failure of renewal of any Permit, license, consent, authorization or approval essential to the operation of the Site as provided for herein or required with respect hereto, if such act or event is not also the result of willful or negligent action or failure to act of the party relying thereon, provided that the contesting in good faith of any such order shall not be construed as a willful or negligent action of such party;
4. adoption, promulgation, modification or change in interpretation of any federal, state, local rules or law, regulation or ordinance after commencement of Work under the terms of the Agreement, to the extent that the effect of such change cannot be reasonable accommodated pursuant to the terms of said Agreement.
5. the failure of any Subcontractor or supplier to furnish labor, services, materials, or equipment on the date agreed to, provided that such failure materially adversely affects the Contractor's ability to perform its obligations, and further provided that the Contractor is not able to reasonably obtain substitute labor service, materials, or equipment on the dates agreed to;
6. the failure of the County or any appropriate federal or state agencies or public or private utilities having operational jurisdiction in the area of location of the Site to provide and maintain and assure the maintenance of all utilities, services, sewerage, and water lines to the Site as required by the Contractor for the operation of the Site, provided they are essential to the operation of the Site.

**“Veolia ES”** shall mean Veolia ES Pinellas, Inc. and its successors and/or assigns; the current operator of the Waste-to-Energy facility.

**"Waste-to-Energy (WTE) Facility "** shall mean the waste fired steam generating plant incorporating multiple steam units and equipment for the recovery of energy and materials as constructed for the County, all within the Battery Limits" **Week"** shall mean a seven day period Monday through Sunday.

**“White Goods”** shall mean discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

**"Work"** shall mean the performance of activities as specified in the Contract Documents. Whenever in the Contract Documents the words "directed," "required," "permitted," "ordered," "prescribed" and words of like import are used, they shall imply, unless otherwise specifically provided the direction, requirements, permission, order, designation or prescription of the Director; "approved," "acceptable," "satisfactory," "in the judgment of" and words of like import shall mean, unless otherwise specifically provided, approved by, acceptable to, satisfactory to or in the judgment of the Director.

**"Working Face"** means that portion of a sanitary landfill where waste is discharged, spread and compacted.

## **GENERAL CONDITION 2 - PRELIMINARY MATTERS**

### **Award**

The award of the Contract is at the sole discretion of the Board of County Commissioners. The Board of County Commissioners shall make the award to the Contractor whose Proposal is determined to be in the best interests of Pinellas County. The award shall be based on, but not limited to: Proposer Qualifications, financial capability and Proposal Amount. No Notice of Award shall be given until the County has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers to do the Work in accordance with the Contract Documents to the satisfaction of the County. The County reserves the right to reject any or all Proposals.

### **Execution of Agreement:**

At least two (2) copies of the Agreement and such other Contract Documents as practicable will be signed by the Contractor within ten days of the Notice of Award. The County and the Contractor will each receive an executed copy of the Contract Documents.

### **Delivery of Bonds:**

The successful Proposer shall deliver to the County the Performance and Payment Bond within ten (10) days after Notice of Award of the Contract by the County.

### **Forfeiture of Proposal Security:**

Failure of the successful Proposer to execute the Contract and deliver the required Certificate of Insurance, or failure of the successful Proposer to deliver a Performance and Payment Bond within 10 Working Days after the County's award of said Contract, shall be just cause for the County to declare the Proposal and any security therefore forfeited.

## **GENERAL CONDITION 3 - INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

It is the intent of the Contract Documents to describe a sanitary landfill Project to be Operated and maintained. The Contract Documents comprise the entire Agreement between the County and the Contractor.

The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the County's attention in writing before proceeding with the Work affected thereby. The Agreement controls over the Specific Conditions which control over the General Conditions which control over the RFP documents. Numerical Dimensions on Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence.



It is mutually agreed the drawings and other information in Appendix B, as well as other information described in the Specific Conditions, represents conditions, permit requirements and current County operations. Over the term of this Agreement, it is anticipated that current conditions, permit requirements and County operations may change. It is further agreed that the County may make changes whether initiated by the County or suggested by the Contractor and approved by the County. If such changes result in addition, deletion or revision of the work requiring an adjustment of the Contract Price, either party may seek a Change Order to the Agreement.

#### **GENERAL CONDITION 4 - CONTRACTOR'S RESPONSIBILITIES**

##### **Subcontractors**

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. The Contractor further agrees to employ only those Subcontractors which have been approved by the County. Approval of Subcontractors shall require proof that the Subcontractor has equipment, personnel and financial resources satisfactory to the County to conduct Work in connection with this Contract.

##### **Laws and Regulations**

The Contractor shall give all Notices and comply with all laws, ordinances, rules and regulations applicable to the operation of the landfill. If the Contractor observes that the Contract Documents or Drawings are at variance therewith, he shall give the County prompt written Notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Permits and without such Notice to the County, he shall bear all costs arising there from.

##### **Taxes**

The Contractor shall pay all sales, consumer, use and other taxes required by law of the place where the Work is to be performed.

##### **Operations Plan and Specifications**

The Contractor shall keep one record copy of the Management and Operations Plan, Specifications, Drawings, Addenda and Modifications at the Site in good order, and annotated to show all changes made during the construction and operation processes. These shall be available to the County and shall be delivered to the County upon request, completion of the Project, or upon termination of the Contract.

#### **GENERAL CONDITION 5 - WORK BY OTHERS**

The County may perform additional work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate its Work with theirs.

If any part of the Contractor's Work depends (for proper execution or results) upon the work of any such other Contractor (or the County), the Contractor shall inspect and promptly report to the County in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to report deficiencies shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its Work.

If the performance of additional work by other Contractors or the County is not noted in the Contract Documents prior to the execution of the Contract, written Notice thereof shall be given to the Contractor prior to starting any such additional work.

## **GENERAL CONDITION 6 - DIRECTOR'S STATUS DURING CONSTRUCTION, OPERATION AND CLOSE-OUT**

### **County's Representative**

The Director shall be the Board of County Commissioner's representative during the term of this Contract. The duties and responsibilities and the limitations of authority of the Director as the County's representative during performance of the Work are set forth in these General Conditions and in the Agreement and shall not be extended without written consent of the Board of County Commissioners.

### **Visits to Site**

The Director shall make periodic visits to the Site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Director shall not be required to make exhaustive or continuous onsite inspections to check the quality and quantity of the Work. Efforts shall be directed toward providing assurance for the Board of County Commissioners that the Project conforms to the requirements of the Contract Documents. He shall keep the Board of County Commissioners informed of the progress of the Work and shall endeavor to guard the Board of County Commissioners against defects and deficiencies in the Work of Contractors.

### **Clarifications and Interpretations**

The Director shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or may be reasonably inferred from the overall intent of the Contract Documents.

### **Rejecting Defective Work**

The Director shall have authority to disapprove or reject Work which is defective (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the Contract Documents, or does not meet the requirements of inspections or tests).

## **GENERAL CONDITION 7 - CHANGE ORDERS**

Without invalidating the Contract, the County may at any time, by written order and without preliminary Notice to the Surety, order extra work within the general scope or alter the Work by addition or deduction; and the Contract Price will be adjusted accordingly.

The value of such extra work or change shall be determined by Contract unit prices, if applicable unit prices are set forth in the Contract. The amount of the change shall be computed from such prices and added to or deducted from the Contract Price.

If applicable unit prices are not in the Contract, the value of such extra work or change shall be determined by negotiation. The County and Contractor may negotiate a Change Order to the Contract, at mutually satisfactory unit prices or lump sum, for the extra work, addition or deletion ordered.

In no case shall any extra work be paid for that has not been authorized in advance by written Change Order signed by the Pinellas County Board of County Commissioners. The payment authorized by such a Change Order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such Change Order.

In the interest of maintaining job progress, if no agreement can be reached as to the value of the extra work, the decision of the Director shall be final. However, if the Contractor intends to claim additional compensation for any work covered by a Change Order issued under this paragraph, the Contractor must notify the Director in writing, within ten (10) days, of the items in dispute, maintain itemized accounting records and supporting data, and present same to the Director on a daily basis.

## **GENERAL CONDITION 8 - PAYMENT AND COMPLETION**

### **Final Inspection**

Upon written Notice from the Contractor that the Project is complete, the County shall make a final inspection with the Contractor and shall notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

### **Approval of Final Payment**

If, on the basis of its observation and review of the Work during operations, its final inspection and its review of the final Application for Payment, the County is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, including payment of any liquidated damages, it shall within ten days after receipt of the final Application for Payment indicate in writing its approval of payment. Otherwise, it shall return the Application to the Contractor, indicating in writing its reason for refusing to approve the final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

The Contractor shall provide the County as a condition precedent to receiving final payment with an affidavit (Appendix A3) stating that all utility bills have been satisfied, all material men and suppliers have been paid and that there are no outstanding bills or payments due or payable by the Contractor.

### **Waiver of Claims**

The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County other than those previously made in writing and still unsettled.

## **GENERAL CONDITION 9 - SUSPENSION OF WORK AND TERMINATION**

### **County May Suspend Work**

The County may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety Days by Notice in writing to the Contractor. The County shall fix the date on which Work shall be resumed and the Contractor shall resume the Work on the date so fixed.

Upon thirty Days written Notice to the Contractor, the County may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the Contractor shall be paid for all Work executed.

## **SPECIFIC CONDITIONS**

### **SPECIFIC CONDITION 1 - RESPONSIBILITY**

The Contractor shall accept for disposal all Solid Waste accepted by Pinellas County, whether delivered by automobile, trailer or truck except waste expressly prohibited by federal, state or local laws, applicable regulations or the terms of this Agreement.

### **SPECIFIC CONDITION 2 - PREVIOUS OPERATIONS**

It is understood by the County and the Contractor that previous landfill operations were performed prior to this Contract and it is not the intent of the County to hold the Contractor responsible for the results of such earlier operations.

### **SPECIFIC CONDITION 3 - PAYMENT**

The County agrees to pay the Contractor in arrears, in accordance with the Florida Prompt Payment Act F.S. 218.70 et seq., every month based upon the price per Unit of material times the number of Units handled for that month and for Work completed by the Contractor and accepted by the County for other items in accordance with the Proposal at the proposal price in the Proposal, and the Contractor agrees to accept such payment as full compensation for all Work done and materials furnished, including all costs and expenses related thereto, and for maintaining the Work so completed until the final payment under this Contract is made. The County further agrees to pay the Contractor the applicable Standby Charge in equal monthly payments throughout the Contract Period provided all terms and conditions of the Agreement have been met.

### **SPECIFIC CONDITION 4 - CONTRACT PERIOD**

The term of this Agreement shall commence at 12:01 A.M. on April 1, 2008 and terminate at 12:00 midnight on March 31, 2015. At the County's option, the Agreement may be renewed for three (3) years. In no event shall this Agreement, with extensions, extend beyond March 31, 2018. No extension may be made unless (1) all terms, conditions and prices of this Agreement remain the same, unless amended in writing by the parties, and (2) approval of the Board of County Commissioners shall have been obtained. As part of the Work an additional period of thirty (30) days shall be afforded the Contractor for de-mobilization upon termination of the Contract.

After the end of the initial term, or any second term, the County may, in its sole discretion, require the Contractor to continue service on a month to month basis for up to six (6) months following the initial term, the second term or the third term as the case may be. During such month-to-month extension, the Contractor will be compensated at one hundred ten (110) percent of the rate in effect at the end of the immediately preceding Contract Period.

### **SPECIFIC CONDITION 5 - OPERATING HOURS**

The Contractor shall keep the Landfill open and operational for receiving waste from:

6:00 A.M. to 6:00 P.M. MONDAY THROUGH FRIDAY

7:00 A.M. to 5:00 P.M. SATURDAY

CLOSED SUNDAY

The facility shall be closed on all holidays as authorized by the Director, and as may change. Current observed holidays are Thanksgiving Day, Christmas Day and New Years Day.

In the event of a natural disaster or an emergency condition, the Contractor shall Operate the landfill to the extent and for the time period necessary to accommodate incoming waste. The County shall determine when a natural disaster or emergency condition exists and the Contractor agrees that the County shall have the right to operate the Contractor's equipment, using qualified personnel, in the event that the Contractor's personnel are not available.

The Contractor shall have sufficient, trained personnel in accordance with FAC. 62-701 and equipment on duty at each active disposal site during all operating hours. The hours of operation may be changed by mutual consent.

User access to all landfill operations shall be limited to those times when operating personnel are on duty at the disposal site(s).

The Contractor shall be available prior to Scalehouse opening to prepare for the day's operation and after the Scalehouse closes to install daily cover. The Contractor shall not leave the site at the end of the operating day until all waste has been covered as required by permit.

During the hours of operation, the Contractor shall accept and dispose of all material accepted by the County.

In the event that unapproved or unauthorized waste types are detected by the Contractor, the Director shall be notified immediately and given all available information about the waste and how it was delivered. The Contractor shall make every reasonable attempt to identify the party or parties known to have delivered the material and to assist the County to cause the party or parties to remove such material.

### **SPECIFIC CONDITION 6 – MANAGEMENT AND OPERATIONS PLAN**

The lands within the Project Limits are underlain by clay strata and surrounded by a bentonite cut off wall. The Contractor shall not disturb the integrity of nor damage either in any manner.

There are several areas within the Project Limits in which landfilling may occur. The Contractor is specifically advised that during the term of the Contract no more than one Class I and one Class III landfill disposal operations may occur at any one time in the Project Limits.

The Contractor is responsible for following the Management and Operations Plan as approved by FDEP and any subsequent plans approved by the County and FDEP for all activities on the landfill site including Class I and Class III waste disposal, monofilling of residue, yard waste processing, mini Hand-Unload Station and construction of Class I and Class III disposal sites as directed by the County.

The Contractor shall submit a revised Management and Operations Plan to the County on an annual basis. The revised Operation Plan shall include the Contractor's specific landfilling sequence plan for the next year including disposal cells, grades, dimensions, stormwater and cell water control, roads including paved and all weather, turnarounds, vehicle parking, traffic roads, stockpiling, signs, vector, litter and dust control, volume estimates and waste stream screening areas. The Contractor agrees not to commence operations in accordance with the revised Management and Operations Plan until it is approved by the County.

#### **SPECIFIC CONDITION 7 - GENERAL LANDFILLING SEQUENCE**

The progression of filling shall be in accordance with the County's current FDEP permit(s) and the approved Management and Operations Plan and the Contractor shall sequence construction of the landfill such that no interruption of landfill availability shall occur. Actual sequencing of landfilling will depend on the waste quantity, mix, applicable regulations and Permits.

There is presently no requirement for landfill gas collection or control within the Project Limits. Leachate control is described in Specific Condition 10.

Excavations for landfills shall be in conformance with the Permit(s) and the approved Management and Operations Plan. The excavated materials may be used for cover material per the preference of material in the Contract or stockpiled. All earth and topsoil on the landfill is the property of the County and the Contractor shall not remove them from the Site. No offsite material will be used for cover.

Waste shall be covered with at least six inches of compacted material as specified by the Agreement and Permit Requirements. The Initial Cover shall be maintained at no additional cost to the County until further filling or the addition of intermediate or final cover is made. A stockpile of cover material shall be maintained in close proximity to active landfill areas and in sufficient quantities to cover maximum anticipated waste flows, and for fire fighting purposes. The Contractor shall assure that surface drainage flows away from the disposal area. Filling procedures or temporary stockpiles shall not cause surface drainage to be directed toward or to pond upon waste or completed lifts.

The Contractor will be paid at the Contract unit price per ton of waste disposed in accordance with Contract Documents.

Landfill surface slopes shall not exceed a five percent (5%) grade where disposal vehicles are required to travel and dispose of waste except as authorized by the County. The Working Face of any active landfill shall not exceed 30 percent (30%) above the horizontal.

At the direction of the County, or as required for operations, the Contractor shall establish and stake final grades at no additional cost to the County and shall place waste and earth to conform with the stakes. Final elevations shall be in accordance with the approved Management and Operations Plan.

Initial or Intermediate Cover shall be comprised of aggregate material either from the WTE Facility or from available stockpiles, material from demolition of all weather roads and vehicle maneuvering areas, or soil from the stockpiles or excavation. Alternatively, synthetic material can be furnished and installed by the Contractor as daily cover provided it meets the

requirements of 62-701 FAC, is installed in a uniform manner, and has been approved by the County.

Initial Cover shall be placed on compacted waste at the end of each working day, or weekly for the Class III Landfill. Cover material placed by the Contractor will be noted in the Operations Log (Exhibit 2). Payment for cover is included in the unit price for each Ton of Class I or Class III waste landfilled.

Initial cover shall be spread and compacted in accordance with Chapter 62-701 FAC.

Intermediate Cover taken from sources previously identified as Initial Cover and in the priority designated by the County shall be spread and compacted in accordance with Chapter 62-701 FAC. Intermediate Cover shall be maintained at the required depth with any erosion damage or settlement damage repaired by the Contractor within five (5) working days of discovery or according to an alternative schedule mutually agreeable to the Contractor and the County.

Where intermediate cover has been placed, and landfilling is resumed in that area, the intermediate cover may be removed by the Contractor prior to resuming landfill operations. This material may be stockpiled for use as daily cover.

#### **SPECIFIC CONDITION 8 - SHORTFALL TONNAGE**

The Contractor shall utilize dozers and compactors required by the Standby Equipment List to achieve a compacted-in-place density of 1,625 lbs. per cubic yard. The density shall be calculated as described in the following. Not less than every six months, the County will compute the compacted landfill density by calculating the volume of landfill consumed from surveys provided by the Contractor, and the waste quantities and aggregate landfilled determined from County weighing records. The Contractor shall be assessed liquidated damages of Five Dollars (\$5.00) per pound per cubic yard (lbs/cy) for each lb/cy shortfall below the required density for the number of tons landfilled during the six month period.

The actual in place density of the landfill will be calculated as follows:

**Landfill Density (tons/cubic yard)=**Class I waste(tons) + Class III waste (tons)+ Aggregate (tons)

Landfill Volume Consumed

If a shortfall density occurs, the Contractor may submit to the Director an explanation including suitable documentation as to why the shortfall density occurred. The Director, in his sole discretion, may adjust or waive the shortfall density for the purpose of establishing liquidated damages.

#### **SPECIFIC CONDITION 9 - DISPOSAL OF SPECIAL WASTES**

As directed by the County, the Contractor shall dispose of Special Wastes as defined and accepted by the County. For each event of Special Waste disposal, requiring special handling or other special preparation work, as determined by the County, the Contractor agrees that the payment shall be the applicable unit cost for disposal plus an amount of one hundred Dollars (\$100) for each special handling fee assessed to the user.



Special waste disposed at the active portion of the landfill without prior screening or approval by the County shall be removed by the Contractor and disposed as directed by the County. The special waste handling fee will not apply.

#### **SPECIFIC CONDITION 10 – STORMWATER AND DE-WATERING MANAGEMENT TREATMENT SYSTEMS**

Disposal of stormwater within the Project Limits, as shown in Appendix B, is the responsibility of the County. It is the Contractor's responsibility to direct all stormwater resulting from the Contractor's operations to the County's Site stormwater collection system in accordance with the approved Management and Operations Plan.

Water in an excavation or stormwater run-off from the Project Limits, excluding the Closed Toytown Landfill, which has not come in contact with Solid Waste shall be directed or pumped to the stormwater retention ponds as shown in Appendix B. The Contractor may use the nearest ditch, or canal within the Project Limits to dispose of stormwater/ground water. The Contractor shall be responsible for maintaining said facilities in accordance with Specific Condition 32.

#### **SPECIFIC CONDITION 11 - TRANSPORTATION OF RECOVERED MATERIALS**

The Contractor shall provide vehicles, containers and personnel to transport Recovered Materials in accordance with the Contract Documents. Non-containerized material may be loaded by a front-end loader provided by the Operator into a vehicle and/or roll-on/roll-off truck(s) provided by the Contractor.

Vehicles and containers provided by the Contractor to transport Recovered Material shall be designed, constructed and operated so as to prevent materials from spilling on to the roadways.

The Contractor shall have the tare weight of each vehicle and container used to haul any material in accordance with this Contract, recorded on file with the County. All equipment used by the Contractor shall be kept in good operational repair, painted and shall display company identification, vehicle number or container number in accordance with Pinellas County Utilities Customer Service requirements at all times.

Materials shall be transported separately from the area of origin, weighed on the County scales and disposed onsite as directed by the County. Transportation of materials shall be coordinated to conform with the operational hours of the site.

The Contractor shall transport Residue, and Reject Material from the Plant as necessary to prevent stockpiles of materials from exceeding the storage capacity at the WTE Facility and/or Residue Storage and Processing Building. The Contractor shall start and stop transporting these materials, during normal operating hours, without prior written Notice, as directed by the County.

Each material listed shall be loaded, hauled & weighed separately and shall be documented by a load ticket which has been signed by Veolia WTE and shall be presented to the Scalehouse

#### **SPECIFIC CONDITION 12 - VACATING THE PROJECT LIMITS**

Prior to the completion of the Work, the Contractor shall remove its visible waste materials, rubbish and debris from the Project Limits as well as its tools, construction equipment and machinery, and surplus materials and shall leave the Site clean and ready for occupancy by the

County. The Contractor shall restore to their original condition those portions of the Site not designated for alteration by the Contract Documents.

Upon vacating the Site, all structures, utilities and improvements shall be razed and removed from the Site unless otherwise provided herein. The entire area shall be graded to a safe and pleasing condition and all areas of the landfill as shown on the approved Operations Plan shall be successfully seeded with appropriate grasses or cover.

The Contractor shall ensure that the landfill is in compliance with all applicable laws, rules and regulations in existence throughout Contract termination and Site vacation.

### **SPECIFIC CONDITION 13 - MAINTENANCE**

#### **A. Litter**

The Contractor shall be responsible, during operating hours of the Site, for the daily collection, and disposal of all litter within 100 feet of all roadways or to the mowing line within the Project Limits, and within the public right of way to a limit of 2 mile beyond the Project Limits for 28th Street and 118th Avenue and 34th Street N. The Contractor shall keep blowing litter to a minimum by the employment of sound waste handling techniques, including erecting portable fencing around the landfill working areas and moving as necessary as wind direction changes. The roads within the Project Limits shall be kept free from debris and sharps by continuous sweeping with the sweeper required by the Standby Equipment List during the Contractor's hours of operation.

The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from daily operations. The County expects the litter program to be proactive rather than reactive.

#### **B. Off-Site Litter Control**

The Contractor shall be responsible for the regular collection and disposal of all litter through the use of a crew and a vehicle, for a fifty (50) hour workweek, dedicated to litter collection and control in the area shown in Exhibit 4, affected by the landfill operations in the project limits .

#### **C. Dust**

The Contractor shall maintain a 3,000 gallon water truck equipped with a pump and directional gun nozzle on the Site at all times. The Contractor will use surface waters within the Project Limits or reclaimed water as directed by the County for dust control in accordance with the approved Operations Plan. The Contractor will provide the necessary pumps and hoses to fill the water truck.

The Contractor shall be responsible for the control and elimination of visible dust caused by vehicular traffic, earthwork and landfill operations. Dust from vehicular traffic, earthwork or landfill operations shall not be allowed to become a nuisance to offsite residences or hazardous to onsite personnel. Dust may be controlled by the appropriate application of water, calcium chloride, quick growing vegetation or other effective methods.

The Contractor shall take necessary remedial measures to prevent mud transferred from the landfill Site onto the service and access roads by truck wheels and undercarriages from creating a nuisance or a hazardous situation. The Contractor shall maintain service and access roads in an

aesthetically pleasing manner. Street sweeping equipment shall be used for purposes of dust and litter control as described herein.

**D. Vectors**

The Contractor shall provide vector control and prevention in the working areas in accordance with applicable regulations.

**E. Scavenging or Salvaging**

No scavenging or salvage operations shall be permitted at the Site except as an operation authorized by the County.

**F. Burning**

All open burning shall be prohibited, unless authorized by the County.

**G. Noise**

The operation of equipment, scheduling and Work procedures shall be done in a manner as comply with all applicable noise ordinances, rules and regulations.

**SPECIFIC CONDITION 14 - EMERGENCIES, FIRE CONTROL AND SAFETY**

The Contractor shall provide an Emergency, Fire Control and Safety Plan as part of the approved Operations Plan.

In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at its discretion to prevent threatened damage, injury or loss. The Contractor shall immediately notify the County when an emergency occurs.

When emergency services are required at the Site, the appropriate response agency shall be contacted immediately by telephone or other two-way communications equipment provided by the Contractor. After the request for emergency assistance has been placed, the Contractor shall immediately place a telephone call (or otherwise immediately notify with two-way communications equipment) to inform the County of the emergency situation. The Contractor shall arrange to meet the responding emergency personnel and accompany or direct them to the emergency location.

The Contractor shall train its personnel in fire control procedures and take immediate steps to thoroughly extinguish any fires which break out at the Site including maintenance and use of working stockpiles. The Contractor shall maintain working stockpiles near the landfill face for fire-fighting purposes.

When a fire is detected on the Site, the procedure as outlined above shall be followed in addition to procedures elsewhere described in the Contract Documents.

Basic emergency first aid supplies and apparatus shall be readily available on the Site and at least one employee certified by the American Red Cross or similar approved organization in Fundamental First Aid Training and Cardiopulmonary Resuscitation (CPR) shall be at the Site during all operating hours. The Contractor shall advise the County in writing of the trained employee.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in accordance with local, state and Federal regulations.

The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

The Contractor shall, at all times, Operate in compliance with all federal, state and local safety laws and regulations.

#### **SPECIFIC CONDITION 15 - MAINTENANCE OF TRAFFIC**

The County shall be responsible for smooth and efficient traffic flow at all times within the Project Limits. The County shall erect and maintain all permanent signs and barricades within the Project Limits on all roads. The Contractor shall be responsible for the maintenance of all unpaved all- weather and service roads used for disposal purposes. The Contractor shall erect and maintain all Temporary signs and barricades within the Project Limits on all roads. These directional signs must be placed in a highly visible location and moved as necessary.

The Contractor shall construct and maintain permanent and temporary service roads not to exceed a maximum grade of 5%, or as otherwise approved by the County, on the Project Limits as necessary for the safe and expeditious movement of traffic.

Temporary service roads shall be stabilized to insure access to the active disposal areas during all weather conditions. Temporary service roads shall terminate no further than one-hundred and fifty (150) feet from an active disposal area.

All temporary service roads shall be maintained free of ruts, holes or other irregularities by frequent maintenance by the Contractor at no additional cost to the County.

The operation of tracked vehicles on paved roads is prohibited unless authorized by the County. Any damages caused by the Contractor's tracked vehicles on paved roads shall be repaired at the Contractor's expense to the satisfaction of the County.

The Contractor shall coordinate with the County at the conclusion of each operating day to ensure that no disposal vehicles will remain on the Site after operating hours.

#### **SPECIFIC CONDITION 16 - WASTE STREAM SCREENING**

The Contractor shall develop and implement a load checking program to detect and discourage attempts to dispose of unauthorized or Prohibited Wastes within the Project Limits. The load-checking program shall comply with the following minimum requirements:

The Contractor shall examine at least three (3) random loads of solid waste delivered to each of the Class I and Class III Landfills each Week. The waste delivery vehicles will be selected by the County and shall be directed to discharge their loads at a designated location provided by the County within the Project Limits. A detailed inspection of the discharged material shall be made by the Contractor for any unauthorized or Prohibited Wastes.

If unauthorized or Prohibited Wastes are found, the Contractor shall immediately notify the County and the County shall contact the generator, hauler, or other party responsible for generating and/or delivering the waste to the Project to determine the identity of the waste sources.

If any regulated hazardous wastes are identified by random load checking, the Contractor shall promptly notify the County who will notify the FDEP. The area shall immediately be cordoned off from public access. The person responsible for delivering the wastes to the Project and the generator of the wastes, if known, will be directed to remove the waste from the site. Otherwise, the Contractor shall coordinate with the County for the clean up, transportation and disposal of the waste at a permitted hazardous waste management facility with the clean-up, transportation and disposal charge to be paid by the County.

Information and observations resulting from each random inspection shall be recorded in writing by the Contractor's inspector on County approved forms. The written record shall be signed by the Contractor's inspector and provided to the County.

The Contractor's inspectors, equipment operators and spotters shall be trained, with Florida Department of Environmental Protection certifications or equivalent, to identify unauthorized wastes or potential sources of regulated hazardous wastes. The training program shall emphasize familiarity with containers and labels typically used for hazardous wastes and hazardous materials.

#### **SPECIFIC CONDITION 17 - TOXIC, HAZARDOUS, UNAPPROVED AND PROHIBITED WASTES**

The Contractor shall develop and implement written procedures for the handling of suspected toxic, hazardous, unapproved or prohibited materials which may have been accepted inadvertently in accordance with applicable provisions of the County's Permit.

The disposal, deposit or dumping of any waste prohibited or unauthorized by the County shall be rejected if discovered at the landfill. In the event that prohibited materials are detected during disposal or after disposal, the Director shall be notified immediately and given information such as the suspected disposal vehicle license number, physical description, waste description and other information which is available. The Contractor shall make every reasonable attempt to identify the party known to have disposed, deposited or dumped the material and to cause the party to remove such material in accordance with hazardous material handling procedures and report said party to the Director.

The Contractor shall provide to the County for approval a Hazardous Waste Contingency Plan (HWCP). The HWCP shall address procedures to be followed in the event solid, liquid or gaseous hazardous waste materials or suspected hazardous waste materials are detected during normal operations.

A copy of the approved HWCP shall be on file with the County. The Contractor's employees shall be trained and equipped to implement and perform the procedures in the HWCP.

If toxic, hazardous, unauthorized or prohibited waste is discovered in the landfill by the County or any Regulatory Agency, the Contractor shall provide for the clean-up, transportation and

disposal of the waste at a permitted hazardous waste management facility with the clean-up, transportation and disposal charge to be paid by the Contractor.

#### **SPECIFIC CONDITION 18 - WET WEATHER DISPOSAL OPERATIONS**

The Contractor shall stockpile roadway-stabilizing material and make special provisions, as necessary, for uninterrupted and convenient access to the waste disposal sites during wet weather.

#### **SPECIFIC CONDITION 19 - WHITE GOODS AND TIRE MANAGEMENT**

The Contractor shall manage White Goods and Tires as described below, using Contractor furnished roll-off containers, trucks and labor, as applicable. The County will have the chlorinated fluorocarbons (CFC) removed from the accumulated white goods on a regular basis.

##### **A. White Goods**

The Contractor shall segregate any White Goods received at the Class I Landfill, Class III Landfill or Mini-Hand Unload Station from the waste stream and store the items upright in an area out of the way of operations in preparation for CFC removal. After removing the CFC, the Contractor will mark each item upon completion of CFC removal. These marked items are to be loaded into a roll-off container, furnished by the County's metal removal contractor. Once the roll-off container is full, the Contractor shall coordinate with the County's metal contractor for removal of the container. The Contractor will need to supply the County with certification on the CFC removal and disposal.

##### **B. Tires**

The Contractor shall segregate any Tires received at the Class I Landfill or Class III Landfill from the waste stream. The Tires are to be loaded into a roll off container, furnished by the Contractor who shall also furnish the roll off vehicle. Once the roll off container is full, the Contractor shall coordinate delivery of the Tires to the WTE Facility, including weighing at the County Scalehouse.

#### **SPECIFIC CONDITION 20 - MAINTENANCE OF VEGETATION**

The Contractor shall mow, trim and edge vegetative matter within the Project Limits as shown in Appendix B. Open fields shall be mowed to a height of twelve (12) inches. Grass areas adjacent to buildings shall be mowed to a height of four (4) inches. The Toytown Landfill shall be mowed to a height of six (6) inches. This item shall include furnishing all equipment including maintenance and operation and all labor necessary to perform the following operations; open field cutting of grasses, slope mowing all ditch lines, weeds and other similar vegetative matter, trimming to water's edge in all areas, trimming around fences, along roadways, and around all structures, and edging along all paved surfaces and curbs. This includes weed eating around all monitor wells around the site perimeter. Vegetation shall be trimmed to eliminate overhang from roadways. Ditches, canals, culverts and fences must, at all times, be kept free of vegetative growth.. The Contractor is prohibited from using mowers which lack the ability to follow natural contours independent of tractor angle. No chemical control of vegetation is allowed. Any damage to the Site that occurs as the result of the maintenance of vegetation shall be reported to the County immediately. The Contractor shall have five (5) Days in which to repair any damage.

## **SPECIFIC CONDITION 21 - INSPECTION AND CORRECTIVE ACTION**

The Contractor shall allow free access to the Site at all times to the County, its authorized representatives and to the proper representative(s) of any other authorized agency for the purpose of making such inspections as may be necessary to determine compliance with the requirements of any applicable statute, ordinance, regulation and this Agreement. In the event a violation notice is issued, depending on the source of the notice, the Contractor shall immediately prepare its response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to correct a condition which is required by law or these Contract documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the Contractor's monthly payment in accordance with the Specific Conditions. The continued or repeated failure of the Contractor to correct any such non-complying condition shall constitute a material breach of the Contractor's obligation hereunder.

## **SPECIFIC CONDITION 22 - CONTRACTOR FACILITIES & PERSONNEL**

### **A. Contractor's Office/Shop Area**

The County will provide to the Contractor a county-owned Landfill Contractor facility including an office and shop area. The Contractor shall be responsible for all costs associated with the facility operation and maintenance including utilities (electricity, water, sewer and telephone) as necessary. The Contractor shall maintain the County-owned facility in good repair and in a clean, neat, and orderly manner. The Contractor shall be responsible for providing all furnishings. The County may routinely inspect the office and maintenance shop to ensure proper housekeeping and maintenance is performed.

No vehicles or equipment other than those owned or leased by the Contractor for the purpose of fulfilling this Agreement may be repaired or stored on the Site.

All temporary and permanent facilities not addressed in the Contract Documents shall require the County's written approval prior to construction.

The Contractor shall have approval to operate high band VHF (150 MHz to 159 MHz) two-way equipment on the Project Limits using the County's licensed frequencies. The County's VHF license shall be monitored by the Contractor during operating hours. The Contractor and the County shall each provide their own equipment.

### **B. Personnel**

The supervisor of the Contractor's operation shall be an individual who has had experience in sanitary landfill operation, civil design, construction, engineering principle and waste disposal, and has a current Florida Landfill Operators Certification.

The Contractor shall assign at least one qualified, state certified landfill operator to be in charge of its operations at the Site at all times during the Term of the Agreement and shall inform the County of each person's identity with a description of their qualifications. The designated Supervisor shall be on the Site and available during all hours of operation and shall have continuous two-way radio communication with the County during all hours of operation.

The Contractor shall permanently remove from the Project any employee who violates any provision of the Contract or who is wanton, negligent, or discourteous in the performance of their duties.

The Contractor shall provide uniform operating and safety training for all of its personnel. The Site shall be staffed at all operational times with at least one employee who is certified by the American Red Cross or equivalent organization in fundamental First-Aid training and CPR.

The Contractor shall provide a list of employees, their position, training, certification and phone numbers for emergency purposes. The Contractor will provide a list of new hires, their training, telephone numbers, schedules and certification.

### **SPECIFIC CONDITION 23 - SITE RESPONSIBILITIES**

The BWA, closed Toytown Landfill and WTE Facility are bounded by perimeter fences. The Contractor shall be responsible for locking and unlocking gates as directed by the County.

The Contractor shall not interfere with the twenty-four (24) hour operation of the WTE Facility, emergency equipment, or access by the County.

The Contractor shall be responsible for maintaining all Contractor-owned equipment and facilities in good repair and in an aesthetically pleasing manner.

The Contractor shall be responsible for immediately notifying the County of any violations of local, state, or federal laws or regulations concerning the operation of the Project. The Contractor shall be responsible for taking immediate corrective action when such corrective action conforms to this Agreement.

The Contractor shall be responsible for repair and restoration of depressions from settlement of completed landfill areas. All such work shall be performed without additional cost to the County as part of landfill operations.

The Contractor is advised that the placement of any non-earthen materials in the earthen Stockpile is prohibited. It is the County's intent to use the earthen Stockpile for other County purposes. Any deleterious materials placed in the earthen Stockpile shall be removed immediately at the Contractor's expense.

The County reserves the right to control access to the Project Limits and may delegate some or all of this responsibility in writing to the Contractor.

### **SPECIFIC CONDITION 24 - CUSTOMER SERVICE**

The Contractor shall immediately notify the County of any user complaints concerning the operation of the landfill such as litter, noise, dust, odor, property damage, accidents or injuries or other claims which may involve any party, against the Contractor or the County. Any notification shall be followed by a written report. It is the Contractor's responsibility to resolve user disagreements or arguments in a professional manner.



## **SPECIFIC CONDITION 25 - PERFORMANCE**

### **A. Right to Require Performance**

The failure of the County at any time to require performance by the Contractor of any provisions herein shall in no way affect the right of the County thereafter to enforce same.

### **B. Default of Contract**

Should the Contractor abandon, delay unnecessarily in the performance of, or in any manner refuse or fail to comply with any of the terms of this Contract, the Director shall notify the Contractor in writing of such abandonment, delay, refusal, failure, or neglect and direct the Contractor to comply or initiate compliance with all provisions of the Contract. Failure to comply or initiate compliance within two (2) working Days of the date of such Notice shall be grounds for default of the Contract, which shall include but not be limited to cessation of any and all payments to the Contractor. Copies of such written Notice shall be mailed to the Surety on the Payment and Performance Bond and delivered to the Board of County Commissioners.

### **C. Employee Competence**

All workers employed by the Contractor shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain workers of the number and skill required may constitute a default of the Contract.

### **D. Decisions or Questions**

The Contractor understands and agrees that all questions arising as to the proper performance and the amount of Work to be paid for under this Contract shall be decided by the Director. Any appeal from the Director's decision shall be made through established County appeal procedures. The Contractor shall maintain proper communications with the Operator and coordinate efforts to ensure overall solid waste disposal system operations. Any disputes between the Contractor and the Operator shall be resolved by the Director, whose decision shall be final.

### **E. Uncontrollable Circumstances**

Each party hereto shall be excused for failure or delay in the performance of any act required herein by reason of any Uncontrollable Circumstance, except for any payments required by this Contract. This provision shall not, however, relieve such party from using its best efforts to overcome or remove such Uncontrollable Circumstance. A party claiming such failure or delay shall give prompt written Notice thereof to the other party. The party justifying a failure to perform hereunder on the basis of the occurrence of an Uncontrollable Circumstance shall attempt to remedy with all reasonable dispatch the cause or causes constituting the Uncontrollable Circumstance; however, the settlement of strikes, lockouts, and other industrial disturbances or of any legal actions or administrative proceedings shall be entirely in the discretion of the party suffering the same, and it shall not be required to make settlement of strikes, lockouts, other industrial disturbances, legal actions or administrative proceedings when such settlement is unfavorable, in the judgment of the party suffering the strike, a labor dispute, other industrial disturbance, legal actions or administrative proceedings.

**F. Activities Within Battery Limits Concerning Recovered Materials** The Contractor shall coordinate Recovered Material transportation activities with the Operator and limit its

movements inside the Battery Limits to the materials handling and materials recovery area. Any disputes in scheduling of material pick-ups will be submitted to the Director for resolution.

#### **SPECIFIC CONDITION 26 - RECORDS, CASH FLOW AND BILLING**

##### **A. Books and Records**

The County shall maintain daily records of the total material tonnage handled. Copies of all such records and all weight tickets will be provided to the Contractor, and the monthly totals shall be provided within ten (10) Days after the end of each accounting month. Copies will be maintained by the County for a period of at least two (2) years. Only one weight ticket will be issued for each scale transaction.

##### **B. Customer Billing**

The fee schedule for landfill users shall be established by the County. The County shall be responsible for the collection of all landfill user fees.

##### **C. Methods of Measurement and Payment to the Contractor**

The number of Tons of solid waste upon which payment shall be made shall be determined by weighing and recording each disposal vehicle on scales to be provided and operated by the County. The County shall operate and maintain such scales, calibrated to the accuracy required by Florida Law, to weigh all vehicles delivering materials to the Site and transporting materials within the Project Limits. Either party may require from time to time re-validation of the tare weight of any vehicle or re-weighing of unloaded trucks. For any period during which scale tests indicate that the scale accuracy meets the requirements of Florida Law, the scale records shall be used as the basis for calculating the monthly quantity of materials handled by the Contractor.

If all weighing facilities are unavailable, the County shall estimate the quantity of materials disposed or transported on the basis of truck volumes and estimated data obtained through historical information pertinent to the System. These estimates shall be the basis for records during the outage and shall take the place of actual weighing records during the scale outage. If, upon conclusion of testing, the test indicates that the scale did not meet the accuracy requirements, any adjustments of scale records actually recorded since the previous test will be negotiated by the County and the Contractor.

The Contractor shall prepare a pay estimate based upon the amount of Work performed during the month prior to such pay estimate preparation. The County or its agent must confirm all quantities claimed by the Contractor for payment. The Contractor shall obtain and surrender all load tickets from the Operator in order to receive credit for transporting materials.

#### **SPECIFIC CONDITION 27 - SURVEY**

The Contractor is advised that approximately 20 benchmarks have been established throughout the Project Limits with established coordinates on the State Plane Grid Coordinate System. These benchmarks are available to the Contractor upon request. All surveys shall meet the requirements of the State of Florida Minimum Technical Standards set forth in Chapter 61G17-6, FAC. Surveys shall be produced in a form and in copies approved by the County. Each survey shall reference the State Plan Coordinate System Florida West Zone, NAD 1927. All surveys and volume calculations, including those utilizing aerial topography, shall be signed by the surveyor attesting to their land survey and/or volume calculation accuracy.

The Contractor shall provide aerial surveys as defined in the landfill operations scope of work every six (6) months. Aerial surveys shall be produced in a form and such copies as approved by the County. The Contractor is advised that an initial aerial survey on or about July 1, 20008 will be required and that a final aerial survey on or about the last Day of the Agreement, in the year of contract termination will be required and that the Contractor shall provide the required targeting.

The Contractor shall provide land surveying services required by the Contract Documents for determining whether liquidated damages, if any are applicable. Each survey shall include a calculation of the landfill volume consumed since the last land survey.

### **SPECIFIC CONDITION 28 - ANNUAL PAYMENT ADJUSTMENT TO THE CONTRACTOR**

The unit prices, lump sum prices and unit values charged by the Contractor for the first and subsequent years of the term hereof shall be increased or decreased by an "Adjustment Factor" to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Prior to the first month of the second year of the Contract and every twelve (12) months thereafter, the unit fee shall be increased or decreased for the ensuing twelve (12) month period in a percentage amount equal to one-hundred percent (100%) of the net percentage change of the Consumer Price Index, U.S. City Average, All Urban Wage Earners and Clerical Workers (CPI-W) U.S. City Average.

**1. First year of Contract Period:**

Not adjusted. Prices will be in effect as Proposal and accepted = AF1

**2. Second year of Contract Period:**

$$\text{Adjustment Factor 2} = \frac{1 + (\text{Feb. } >09 \text{ CPI-W}) - \text{Dec.}=08 \text{ CPI-W}}{\text{Dec.}=08 \text{ CPI-W}} = \text{AF2}$$

**3. Third year of Contract Period:**

$$\text{Adjustment Factor 3} = \frac{1 + (\text{Feb. } >10 \text{ CPI-W}) - \text{Dec.}=08 \text{ CPI-W}}{\text{Dec.}=08 \text{ CPI-W}} = \text{AF3}$$

**4. Fourth year of Contract Period:**

$$\text{Adjustment Factor 4} = \frac{1 + (\text{Feb. } >11 \text{ CPI-W}) - \text{Dec.}=08 \text{ CPI-W}}{\text{Dec.}=08 \text{ CPI-W}} = \text{AF4}$$

**5. Fifth year of Contract Period:**

$$\text{Adjustment Factor 5} = \frac{1 + (\text{Feb. } > 12 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF5}$$

**6. Sixth Year of Contract Period** (If extended by the County):

$$\text{Adjustment Factor 6} = \frac{1 + (\text{Dec. } > 13 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF6}$$

**7. Seventh Year of Contract Period** (If extended by the County):

$$\text{Adjustment Factor 7} = \frac{1 + (\text{Dec. } > 14 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF7}$$

**8. Eighth Year of Contract Period** (If extended by the County):

$$\text{Adjustment Factor 8} = \frac{1 + (\text{Dec. } > 15 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF8}$$

**9. Ninth Year of Contract Period** (If extended by the County):

$$\text{Adjustment Factor 9} = \frac{1 + (\text{Dec. } > 16 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF9}$$

**10. Tenth Year of Contract Period** (If extended by the County):

$$\text{Adjustment Factor 10} = \frac{1 + (\text{Dec. } > 17 \text{ CPI-W}) - \text{Dec. } = 08 \text{ CPI-W}}{\text{Dec. } = 08 \text{ CPI-W}} = \text{AF10}$$

The Adjustment Factor shall contain no more than three decimal places and shall be rounded up from 5 on the second decimal place.

## **SPECIFIC CONDITION 29 - STANDBY CHARGE**

The Standby Charge is payment to the Contractor to provide and maintain onsite equipment in the Standby Equipment List provided herein, to retain key operations personnel, facilities and other equipment which the Contractor deems necessary to perform the Work, and provide for other fixed costs. The purpose of the Standby Charge is to ensure the equipment is available at all times so that, should an extraordinary event occur, damages shall not be incurred by the County because of the absence of the Standby Equipment during such extraordinary event. Nothing in the Contract Documents shall prevent the Contractor from using the Standby Equipment for operation and maintenance of the Project during the Contract Period.

The Standby Charge shall be determined by the Contractor in accordance with the Standby Equipment List, and the requirements herein.. The Standby Charge shall be paid to the Contractor in equal monthly payments during the Contract Period. The Standby Charge shall be adjusted as described in Specific Condition 28. The Contractor understands and agrees that equipment proposed as "or equal" substitutes for the Standby Equipment List shall be of the same or greater horsepower, gross vehicle weight, reach capacity, safety standards, and any and all other specifications which are not subjective in nature. Should the Contractor utilize wide load type dump trucks, the Contractor shall provide and maintain all Permits required for those vehicles to cross 28th Street at no additional cost to the County.

The Contractor agrees to procure at its expense and maintain a parts inventory and shall develop, in addition to the inventory, readily available sources of supply of parts for all equipment.

Prior to commencing the Contract Period, the Contractor shall develop and implement a routine preventive maintenance program to complement the reliability of all system components.

All equipment included in the Standby Equipment List is allowed downtime for maintenance. At other times, when the equipment on the Standby Equipment List is fully operational and can safely perform all operations for the purposes intended, the equipment shall be considered Available. Each piece of equipment shall be assessed as to its availability as follows:

Procedure - Commencing at 9:00 a.m., or as near that time as possible as determined by the County on the first Tuesday and every Tuesday thereafter during the Contract Period, the Contractor shall accompany the County to inspect every piece of equipment on the Standby Equipment List. No more than 10 minutes, as determined by the County, shall be allowed for inspection of any one piece of equipment. During that time, the County may require a demonstration of any or all features required for performance of the purpose(s) intended.

At the conclusion of each equipment inspection, and before leaving the site of a piece of equipment, the County shall mark Exhibit 2 with "A" (Available) or "NA" (Not Available). The County will have sole discretion in determining if a piece of equipment is Available for its intended purpose. Operation of equipment with extremely minor deficiencies may be allowed for a negotiated period of time while the Contractor is in the process of having the equipment repaired. At the conclusion of the inspection trip the County and Contractor shall sign the inspection log and each shall receive a copy. The Contractor shall be allowed until 3:00 p.m. of the following Thursday, two Days later, to repair and request re-inspection of any piece of equipment previously judged "NA". Such re-inspections shall be limited to 10 minutes and

results of the re-inspection shall be noted on both logs as either "A" and "NA" as evidenced by signature of both the Contractor and County.

### **Liquidated Damages**

When Standby Equipment will be Not Available because of repair or maintenance, Contractor may substitute equipment meeting the requirements of the Standby Equipment List so as to avoid having equipment being declared Not Available. If equipment is substituted, the substitute shall remain in service as part of the Standby Equipment List until the equipment it replaced is judged Available as part of the next Weekly inspection or re-inspection. Thereafter, the substitute is no longer under the jurisdiction of this Contract. Such substitution, for any period of time, shall be documented to the County in writing.

The County has determined that it will incur additional expenses and damages as a result of the Contractor's failure to have Standby Equipment Available. Since the actual damages that would be incurred cannot be accurately quantified, the Contractor shall pay to the County liquidated damages for each day Standby Equipment is Not Available after the initial two-day repair period in accordance with the following table. The accounting for such liquidated damages shall be included in the Contractor's next monthly invoice which follows any inspection cycle.

### **Standby Equipment List**

<b>Equipment Description</b>	<b>Minimum Quantity</b>	<b>Daily Liquidated Damages each piece</b>
Landfill Compactor	3	\$3,200
Track-Type Tractor	3	\$3,700
Dump Truck	4	\$1,500
Sweeper	1	\$375
Excavator	1	\$1,950
Light Plant	2	N/A
Motor Grader	1	\$1,350
Wheel Loader	1	\$2,250
Total	16	

### **Minimum Requirements - Standby Equipment**

The County prohibits any piece of Standby Equipment that was manufactured prior to 2006.

The Landfill Compactors shall have a minimum operating weight of 73,500 lbs. and a minimum flywheel horsepower of 300hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 826G.

The Track-Type Tractors shall have a minimum operating weight of 67,000 lbs., and a minimum flywheel horsepower of 285hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar D8.

The Dump Trucks shall be minimum 16 cubic yard dump body capable of transporting gross vehicle weights to the limits set by State and Local Governments. At the Contractor's option no more than two articulated dump trucks may be substituted. The Contractor is advised that all weight transactions for the articulated dump trucks shall use electronic scale 4 which has a maximum width of 11'-0", and that the Contractor shall provide and maintain all required road use Permits and provide permanent County approved crossings on 28th St.

The Sweeper shall be a self propelled mechanical sweeper with dual gutter brooms as manufactured by Elgin Company (Elgin Eagle, or Pelican Series P) or equal.

Each Light Plant shall include: A portable two tire engine driven generator consisting of electric start diesel engine with generator and battery for 1800 RPM service powering a 5500 watt generator, as manufactured by Winco, and a Lighting stand mounted on a two tire trailer and consisting of a 25 foot crank up tower with four (4) 1000 watt bulbs, as manufactured by Amida.

The Hydraulic Excavator shall have a minimum operating weight of 76,000 lbs. and a minimum flywheel horsepower of 222hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 330B L.

The Motor Grader shall have a minimum operating weight of 31,000 lbs. and a minimum flywheel horsepower of 140hp and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 12H.

The Wheel Loader shall have a minimum operating weight of 55,300 lbs. and a minimum flywheel horsepower of 275hp, and shall be equipped so as to meet or exceed the operating and safety capabilities of the Caterpillar 972. The Wheel Loader shall be equipped with a minimum 6 CY bucket.

**The Contractor may request to the County the substitution or revision of equipment contained in the Standby Equipment List. The request should document the reasons for the change as well as the equivalency of the proposed equipment to that being substituted for accomplishing the Work under this Agreement. The Director, in his sole discretion, may allow or disallow such substitution of equipment.**

### **SPECIFIC CONDITION 30 - LIQUIDATED DAMAGES**

Damages to third parties for which the County is responsible as the result of the Contractor's failure to comply with the provisions of this Contract are additive to the Liquidated Damages.

The County has determined that it will incur additional expenses and damages as a result of the Contractor's failure to comply with certain provisions of the Contract Documents. Since the actual damages that would be incurred cannot be accurately quantified, the Contractor shall pay to the County liquidated damages as follows.

- A. Ten Thousand Dollars (\$10,000) per Day for each Day of delay in commencement of the Work starting at 12:01 A.M. April 1, 2008.
- B. Ten Dollars (\$10.00) per Ton for each shortfall Ton determined by the County in accordance with Specific Condition 8.
- C. Failure to maintain equipment in accordance with Specific Condition 29, as documented by the use of Exhibit 2.

Sums payable to the County by the Contractor pursuant to the Contract Documents shall be computed at the end of each calendar month and shall be deducted from the Contractor's latest invoice.

The parties acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the County due to those failures or circumstances described in the Contract Documents and for which the Contractor would otherwise be liable. Accordingly, with respect to such failures or circumstances, if any, the Contractor shall be liable and obligated to pay the County only those damages specifically due and payable in accordance with the Contract Documents, and the County shall accept the payment of said damages in lieu of any other damages arising out of such failures and circumstances. Except for damages to the County arising out of such failures or circumstances, if any, and with respect to any other rights the County may have under this Agreement, the County shall be entitled to recover its actual damages (including Consequential Damages) from the Contractor.

### **Contractor Contribution**

If, in any matter in which the Contractor and the County are jointly and/or severally liable to a third party for the same injury, death or damage to person or property, and the County pays more than its pro rata share of the common liability, as such may be judicially-determined or agreed upon by the parties, then the Contractor shall pay to the County the difference between (a) the amount paid by the County to extinguish the common liability, and (b) the amount of the County's pro rata share of the common liability.

### **Damages**

Except where otherwise specifically provided, the measure of damages to be paid by the Contractor to the County due to any failure by the Contractor to meet any of its obligations under this Contract Document shall be the actual damages incurred by the County, including any and all Consequential Damages. Said damages shall include, but shall not be limited to, the following damages:



#### The County's Damages in the Event of Termination of Contractor

If the County terminates this Agreement because of an Event of Default by the Contractor, the Contractor shall be liable to the County for all actual damages incurred by the County as a result of Contractor's Default. The foregoing shall apply without regard to the County's rights pursuant to the Performance and Payment Bonds or Letter of Credit.

#### The County's Damages Due to the Contractor's Failure to Repair and Maintain the Project.

If at any time during the Term the Contractor fails or refuses to maintain the Project, the County shall have the right to take all necessary actions to place the Project in good repair (including but not limited to contracting with third parties) and the Contractor shall pay the County all costs and expenses incurred by the County in placing the Project in good repair. The foregoing shall apply regardless of whether the County terminates the Contractor and shall be in addition to any other damages for which the Contractor may be liable pursuant to other Sections of this Contract Document.

#### The County's Damages Due to Failure of Contractor to Comply With Environmental Regulations

If the Contractor fails to comply with any applicable environmental regulations, the Contractor shall pay to the County the following:

1. All lawful fines, penalties and forfeitures charged the County by any governmental agency charged with enforcement of environmental laws and regulations or judicial orders; and
2. The actual costs incurred by the County as a result of the failure to comply with the environmental regulations including any costs incurred in remedying the conditions which led to the failure to comply with the environmental regulations.

#### Liquidated Damages

Liquidated damages shall be assessed against the Contractor for the following failures to comply with the Contract Documents:

1. If the Contractor fails to apply daily cover to all Class I and weekly cover to all Class III Solid Waste disposed of during any day or week, correspondingly, as required by the Contract Documents, the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the foregoing failure within one (1) Day of Notice from the County, liquidated damages in the amount of One Thousand Dollars (\$1,000) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
2. If the Contractor fails to adequately control litter on the Project on a daily basis as required by the Contract Documents, the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the foregoing failure within two (2) Days of Notice from the County, liquidated damages in the amount of Five Hundred Dollars (\$500) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
3. If, due to acts or omissions of the Contractor, the quality of surface water from the Project falls below the standard established by applicable environmental regulations,

the County shall give Notice to the Contractor of the foregoing failure. If the Contractor fails to remedy the conditions which produced the substandard surface water quality within two (2) Days of Notice from the County, liquidated damages in the amount of One Thousand Dollars (\$1,000) per Day shall be assessed against the Contractor until such time as the County determines that the Contractor has remedied the conditions which produced the substandard surface water quality;

4. If the Contractor fails to maintain Project roads as required by the Contract Document, the County shall give Notice to the Contractor of the foregoing failure. If Contractor fails to remedy the foregoing failure within seven (7) Days of Notice from the County, liquidated damages in the amount of One Thousand Dollars (\$1,000) per Day shall be assessed against Contractor until such time as the County determines that Contractor has remedied the foregoing failure;
5. If the Contractor fails to keep and utilize on the Project the levels of manpower required by the Contract Documents, the County shall give Notice of the foregoing failure to Contractor. If Contractor fails to remedy the foregoing failure within one (1) Day of Notice from the County, liquidated damages in the amount of One Thousand Dollars (\$1,000) per Day shall be assessed against Contractor until such time as the County determines that the Contractor has remedied the foregoing failure;
6. If during the course of FDEP inspection the County is marked non-compliant for an area the Contractor is responsible for, liquidated damages in the amount of One Thousand Dollars (\$1,000) will be assessed. Each additional Day the failure is identified by the County the Contractor will be assessed Five Hundred Dollars (\$500) per Day;
7. If the County observes a condition that it believes would be marked as non-compliant by the FDEP, the County will provide Notice to the Contractor. Failure to repair the area of non-compliance will subject the Contractor to liquidated damages of Five Hundred Dollars (\$500) per Day;
8. If the Contractor fails to maintain Site vegetation as described in the Specific Conditions the County shall give Notice of the foregoing failure. The Contractor shall have 2 Days to maintain those areas noted by the County. Failure to comply shall result in liquidated damages of Five Hundred Dollars (\$500) per Day for each area noted.

#### **Contractor's Testing Rights**

The Contractor may, at its sole expense, cause a test of the Project at any time. The Contractor shall immediately furnish to the County the results of any tests, reports, or other documents resulting from said test.

#### **SPECIFIC CONDITION 31 - DELAYS AND ACCELERATION**

No charge shall be made by the Contractor for hindrances or delays from any cause whatsoever during the progress of any portion of the Work contemplated by the Contract Documents but the County may consider Contractor delays in completion of the Work provided (1) the delay of the

Work arises from Uncontrollable Circumstances beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Owner or other governmental entity acting in its official or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, trade embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and such Subcontractors or suppliers; and (2) the Contractor within forty-eight (48) hours from the beginning of any such delay, notifies the Director in writing of the cause of the delay. The Director shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its sole judgment, the findings of fact justify such an extension, and his/her findings of fact shall be final and conclusive on the parties. No claim shall be made for acceleration caused by delays, notwithstanding the fact that the job may be completed within the Contract Period.

### **SPECIFIC CONDITION 32 - MAINTENANCE OF SURFACE WATER SYSTEM**

Shall mean the maintenance of all ponds, canals, ditches and culverts within the Project Limits as listed in Exhibit 3 and shown in Appendix B. Maintenance activities shall be sufficient to maintain follow in all ditches, canals and culverts. Removal of vegetation from the bottom of ditches and canals and repairs and stabilization of side slopes on ponds, ditches and canals is included. Damage to fabric form canal lining shall be repaired at the Contractor's expense.

### **SPECIFIC CONDITION 33 - CHANGE IN LAW**

If State and Federal legislation regarding the disposal of solid waste should change substantially during the Term of the Agreement, thereby increasing significantly the cost of operation, the Contractor may petition the Board of County Commissioners for a rate adjustment.

## **Exhibit 1 – Management and Operations Plan Minimum Requirements**

1. Mobilization  
Maintenance of office and shop facilities  
Utilities  
Personnel
2. Health and Safety Plan
3. Designation of persons responsible for operation and maintenance of facility  
On-site  
    Training/Certification  
    Experience  
Emergency after hours contacts  
Off-site  
    Training/Certification  
    Experience  
    Availability/Percent of time dedicated to Bridgeway Acres Operation
4. Controlling type of waste accepted  
Inspection level for all waste  
    Personnel training  
    Personnel duties  
Random load inspection program  
    Personnel training  
    Personnel duties  
    Number of loads to be inspected per week  
    Procedures  
        Choosing loads  
        Inspections  
        Recording results  
            Date and time of inspection  
            Names of hauling firm  
            Driver of vehicle  
            Vehicle license plate number  
            Source of waste as stated by driver  
            Observations made by the inspector during the detailed inspection  
            Signing of written record
5. Managing unacceptable or prohibited waste delivered to site (including regulated hazardous wastes)  
Personnel and public protection  
Identified deliverer  
    Identified generator  
        Notification procedures  
        Disposition of waste  
Unidentified generator

- Notification procedures
  - Disposition of waste
- Unidentified deliverer
  - Identified generator
  - Notification procedures
  - Disposition of waste
- Unidentified generator
  - Notification procedures
  - Disposition of waste
- 6. Vehicle traffic control and unloading
  - Class I fill area
    - Routing
    - Signage
    - Spotters
    - Safety
    - Tipping area conditions
    - Wet or inclement weather
  - Class III fill area
    - Routing
    - Signage
    - Spotters
    - Safety
    - Tipping area conditions
    - Wet or inclement weather
- 7. Method and sequence of filling waste
  - Class I fill area (including inclement weather operation)
  - Class III fill area (including inclement weather operation)
- 8. Waste compaction and application of cover
  - Class I fill area
    - Stormwater management
    - Compaction rate
      - Equipment (including any special options)
      - Operation and cell construction
        - Width of working face
        - Slope
        - Direction of travel
        - Number of passes
  - Application of initial cover
    - Equipment (including any special options)
    - Operation
    - Use of alternative daily cover (if proposed)
  - Application of intermediate cover
    - Timing
    - Equipment
    - Operation

- Protection from erosion
  - Erosion repair
  - Stripping prior to landfilling additional waste in areas with intermediate cover
- Class III fill area
  - Stormwater management
  - Compaction rate
    - Equipment (including any special options)
    - Operation and cell construction
      - Width of working face
      - Slope
      - Direction of travel
      - Number of passes
  - Application of initial cover
    - Equipment (including any special options)
    - Operation
  - Application of intermediate cover
    - Timing
    - Equipment
    - Operation
    - Protection from erosion
    - Erosion repair
    - Stripping prior to landfilling additional waste in areas with intermediate cover
- 9. Contingency operations
  - Equipment failure
  - Hot loads
  - Fire
  - Wet or flood conditions
  - High wind
  - Natural disaster
  - Pest control
- 10. Special waste handling
  - Asbestos
  - Tires
  - White goods
  - Ash
  - Sludges
- 11. Operation of stormwater controls
- 12. Safety precautions to protect storm and ground water (Spill prevention plans, etc.)
  - Shop area
  - In field
- 13. Site maintenance
  - Inspection program
  - Road maintenance (including dust control)

Site policing (Litter pick-up, Trash flagging removal, etc.)

Mowing

Equipment

Personnel

Erosion control

Equipment

Personnel

Pond, canal and ditch maintenance, culvert cleaning and maintenance

Equipment

Personnel

14. Equipment management

Method of procurement

Maintenance Practices

On-site maintenance and repair

Facilities and equipment

Personnel

Training

Experience

Spare parts inventory

Off-site maintenance and repair

Facilities

Maintenance contracts

Parts availability

Replacement program

Back-up equipment

19De-mobilization

Office and shop facilities

Utilities

Personnel





### Exhibit 3 - Stormwater System Maintenance

ID No.	Length	Width	Type	Location
1	9,170	+50	Canal	Sod Farm: N-E-S, 8' deep
2	4,375	-50	Ditch	Sod Farm: W 102-116 Ave along 28 <sup>th</sup> St.
3	2,800	-50	Ditch	BWA: E 102-10th Ave along 28 <sup>th</sup> St.
4	4,767	-50	Ditch	BWA: 28 <sup>th</sup> West to 31 <sup>st</sup> ST
5	1,780	+50	Canal	BWA: 31 <sup>st</sup> to 34 <sup>th</sup> along 118 <sup>th</sup> Ave.
6	2,945	-50	Ditch	110 <sup>th</sup> Ave & 28 <sup>th</sup> St. from 31 <sup>st</sup> to culvert at 28 <sup>th</sup> St. between 114 <sup>th</sup> & 118th
7	1,233	-50	Ditch	Weir down 114 <sup>th</sup> to South by pass
8	676		Swale	North side of bypass road
9	1,218		Ditch	31 <sup>st</sup> St. along 110 <sup>th</sup> Ave. to 28 <sup>th</sup> St.
10	1,452		Ditch	East side of 31 <sup>st</sup> from 110 <sup>th</sup> Ave to Old Mulch
11	2,300	-50	Ditch	Paralleling 31 <sup>st</sup> from 109 <sup>th</sup> Ave North to Admin.
12	587		Ditch	North side of 110 <sup>th</sup> Ave from re-weigh to Cell #2
13	497		Swale	South side of 110 <sup>th</sup> Ave from 31 <sup>st</sup> St. to curve
14	2,119		Ditch	110 <sup>th</sup> Ave north along Cell #2 road to bypass road East side
15	1,253		Ditch	110 <sup>th</sup> Ave North along Cell #2 road West side
16	333		Ditch	Parallel Cell #2 road and concrete canal
17	1,054		Swale	East side of 34 <sup>th</sup> St. from tire road south
18	770		Ditch	W side of 34 <sup>th</sup> St. from mulch road to discharge pipe to Pond A on Tire Road
19	1,014		Ditch	S side of Tire Road W along back side of mulch site to Landfill entrance
20	910		Ditch	W side of landfill road and West on Tire Road to Canal #21
21	710		Canal	From ditch #20, wrapping around AS@ curve of Tire Road to toe of Cell #4
22	1,348		Ditch	Cell #4, tire area around Cell #4 to berm blocking site from the Lakes
23	500		Swale	Tire Road AS@ curve to Cell #4 ditch
A	260		Culvert	28 <sup>th</sup> St. south runs E-W
B	220		Culvert	28 <sup>th</sup> St. E south of 109 <sup>th</sup> St.
C	74		Culvert	28 <sup>th</sup> St. Sod Farm entrance

<b>ID No.</b>	<b>Length</b>	<b>Width</b>	<b>Type</b>	<b>Location</b>
D	392		Culvert	28 <sup>th</sup> St north of 114 <sup>th</sup> Ave runs E-W
E	119		Culvert	28 <sup>th</sup> St. west at 114 <sup>th</sup> Ave.
G	64		Culvert	At 110 <sup>th</sup> Ave and 31 <sup>st</sup> St.
H	109		Culvert	To Cell #3 from 31 <sup>st</sup> St.
I	70		Culvert	109 <sup>th</sup> Ave. behind old Administration Building
J	540		Culvert	28 <sup>th</sup> St. at 109 <sup>th</sup> Ave.
K	192		Culvert	34 <sup>th</sup> St. W side at N. side of Pond A south of Pistol Range
L	98		Culvert	East side 34 <sup>th</sup> St. behind chlorine building
M	74		Culvert	Tire Road, East of "S" curve
N	208		Culvert	31 <sup>st</sup> St. in front of WTE Facility

## APPENDIX A

**APPENDIX A: Contract Forms**  
**APPENDIX A1: Public Entity Crimes**

**CONTRACT NO.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: \_\_\_\_\_

**(print name of the public entity)**

by: \_\_\_\_\_

**(print individual's name and title)**

for: \_\_\_\_\_

**(print name of entity submitting sworn statement)**

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies)
  - A. Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with an convicted of a public entity crime subsequent to July 1, 1989.
  - B. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

**APPENDIX A2: Guarantee by Contractor**  
**AFFIDAVIT AND GUARANTEE BY CONTRACTOR**

STATE OF FLORIDA  
to wit  
COUNTY OF PINELLAS

I, \_\_\_\_\_, having been first duly sworn, do now depose and say: That all persons, firms, and corporation who have furnished services, labor or materials in:

\_\_\_\_\_

\_\_\_\_\_ for the Board of County Commissioners, Pinellas County, Clearwater, Florida, have fully completed their respective work, and it has been accepted by the Owner of said real estate; that there are no bills for labor or materials or appliances or utilities in connection with such construction which have not been paid.

Approved by:

\_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by: \_\_\_\_\_

on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMISSION NUMBER: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### APPENDIX A3: Parent Guarantee

#### PARENT GUARANTEE

The \_\_\_\_\_ Company hereby guarantees to Pinellas County that \_\_\_\_\_  
(Parent Company) (Contractor)

shall perform all its obligations to the County in accordance with the terms and conditions of the Agreement.

It is understood and agreed that \_\_\_\_\_ guarantee as herein made does not in any

((Parent Company)

way increase, add to, or change any of the obligations or responsibilities which \_\_\_\_\_ may have  
(Contractor)

under the Agreement and that \_\_\_\_\_ shall be entitled to all the defenses and benefits of the  
(Parent Company)

terms and conditions of the Agreement.

\_\_\_\_\_ obligation under this guarantee shall be construed in accordance with and governed

(Parent Company)

by the provisions of the law of Florida with respect to guarantees, irrespective of which state=s law governs the substance of the principle obligation hereby guaranteed. For the purposes of the preceding sentences, it shall be deemed that this guarantee is made in and to be performed in Florida.

\_\_\_\_\_  
(Parent Company)

By:\_\_\_\_\_

APPENDIX A-4

FORM OF LETTER OF CREDIT

Date: \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_  
Amount: \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_)  
Letter of Credit Expiration Date: (No sooner than 30 days after term of agreement or renewals)  
Beneficiaries Name and Address: Pinellas County  
c/o Solid Waste Operations  
Pinellas County Utilities  
3095 114th Avenue North  
St. Petersburg, Florida 33716  
Attn: Director

Name of Borrower: \_\_\_\_\_

To the above-named Beneficiary:

We hereby issue our irrevocable Letter of Credit in your favor for the account of the above-named Borrower up to the aggregate amount stated above.

This Letter of Credit is being issued to fulfill an obligation of the Borrower pursuant to the Service Agreement for \_\_\_\_\_ dated as of \_\_\_\_\_, 2005 ("Service Agreement") between the Beneficiary and the Borrower. Within the Service Agreement, the Borrower is defined as the "ContractorCompany".

Funds under this Letter of Credit, in an amount not to exceed the amount stated above, will be made available to you within three (3) business days after receipt of sight drafts presented at the following address ( \_\_\_\_\_ ), bearing the clause "Drawn under \_\_\_\_\_ Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_", and accompanied by the following documents:

1. A notarized certificate sworn to and executed by an authorized officer of the Beneficiary reading as follows: "The amount claimed under this Letter of Credit as represented by the sight draft enclosed herewith is due and payable because, pursuant to the Service Agreement, an Event of Default by the Company, or an Event Triggering Liquidated Damages Contractor has occurred and all applicable cure periods have expired, and we have terminated the Service Agreement due to a Contractor Event of Default." and

2. This original Letter of Credit.

Claims under this Letter of Credit shall be delivered to the following address:



ATTN:

For purposes of this letter of credit, a business day shall be any day, other than a Saturday or Sunday, that banks are required or permitted to be opened in Pinellas County, Florida and New York, New York.

We hereby agree with you that sight drafts drawn under this Letter of Credit will be honored in accordance with the terms and conditions stated herein provided the sight draft and required documents are presented to us at the above address on or before the Letter of Credit Expiration Date stated above. Payment of any draft drawn under this Letter of Credit in an amount less than the maximum amount available hereunder shall be recorded by us on the reverse side hereof and this Letter of Credit shall then be returned to the Beneficiaries.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practices for Documentary Credits (1993 Version), International Chamber of Commerce Publication No. 500 ("UCP"). As to matters not governed by the UCP, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Florida. This Letter of Credit may be transferred to the successors of Beneficiaries or to Beneficiaries' assigns under the Service Agreement.

By: \_\_\_\_\_

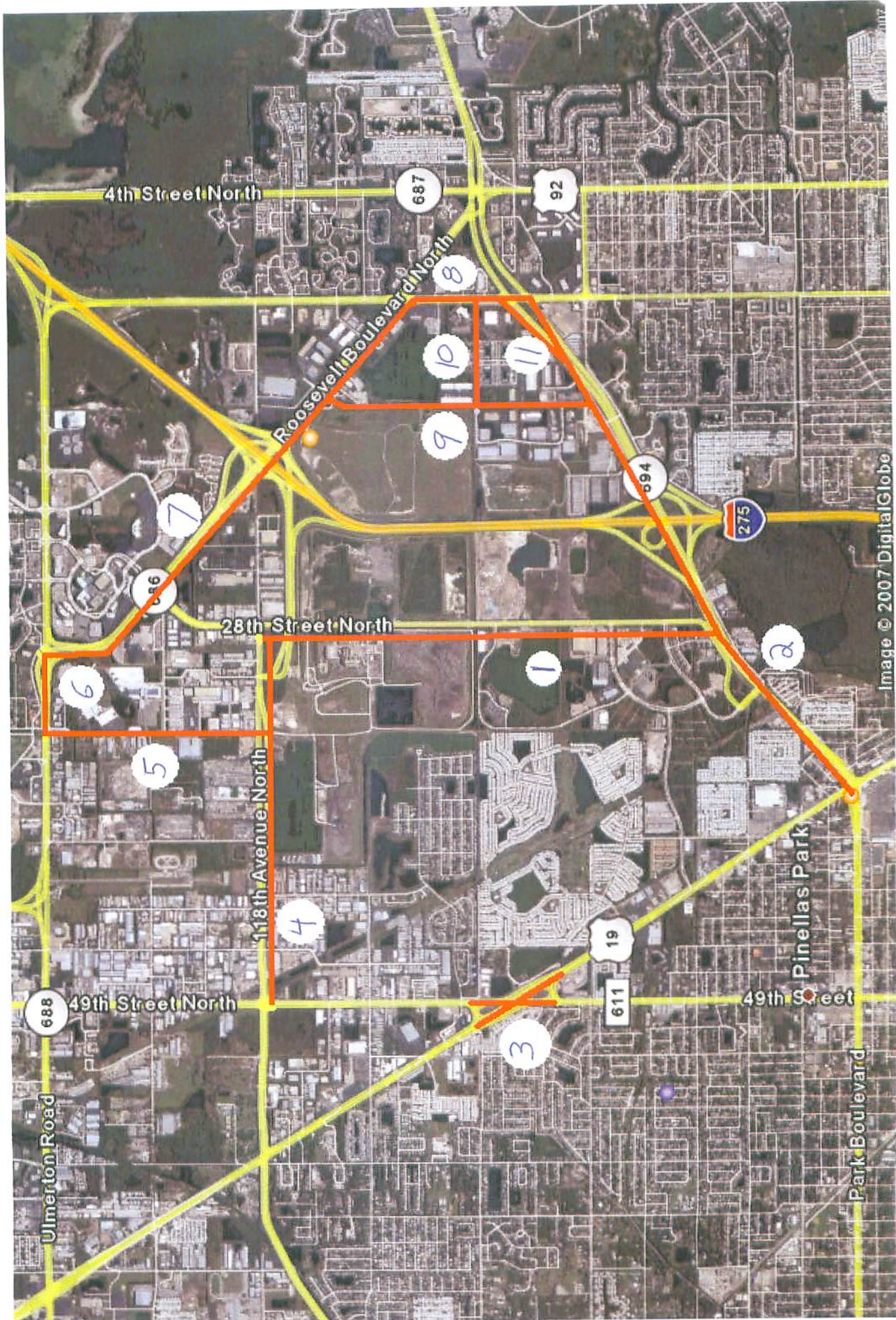
Title:\_\_\_\_\_

## **APPENDIX B**

### Offsite Litter Control Map and Description

1. 28<sup>th</sup> Street from North Gandy Blvd. to Roosevelt Blvd.
2. Gandy Blvd. from 9<sup>th</sup> Street North, west to 34<sup>th</sup> Street North (US 19).
3. The exit and entrance ramps at 34<sup>th</sup> Street North (US 19) and 49<sup>th</sup> Street North to Lakes Blvd.
4. 118<sup>th</sup> Ave. North from 49<sup>th</sup> Street to 28<sup>th</sup> Street North.
5. 34<sup>th</sup> Street from 118<sup>th</sup> Ave. North to Ulmerton Rd. (688)
6. Ulmerton Rd. (688) from 34<sup>th</sup> Street North to Roosevelt Blvd. (686).
7. Roosevelt Blvd. (686) from Ulmerton Rd. (688) to 9<sup>th</sup> Street North.
8. 9<sup>th</sup> Street North from Roosevelt Blvd. to Gandy Blvd.
9. 16<sup>th</sup> Street North from Roosevelt Blvd. (686) to Gandy Blvd.
10. 102<sup>nd</sup> Ave. North from 16<sup>th</sup> Street North to 9<sup>th</sup> Street North.
11. North Frontage Rd. from Gandy Blvd. to 9<sup>th</sup> Street North.







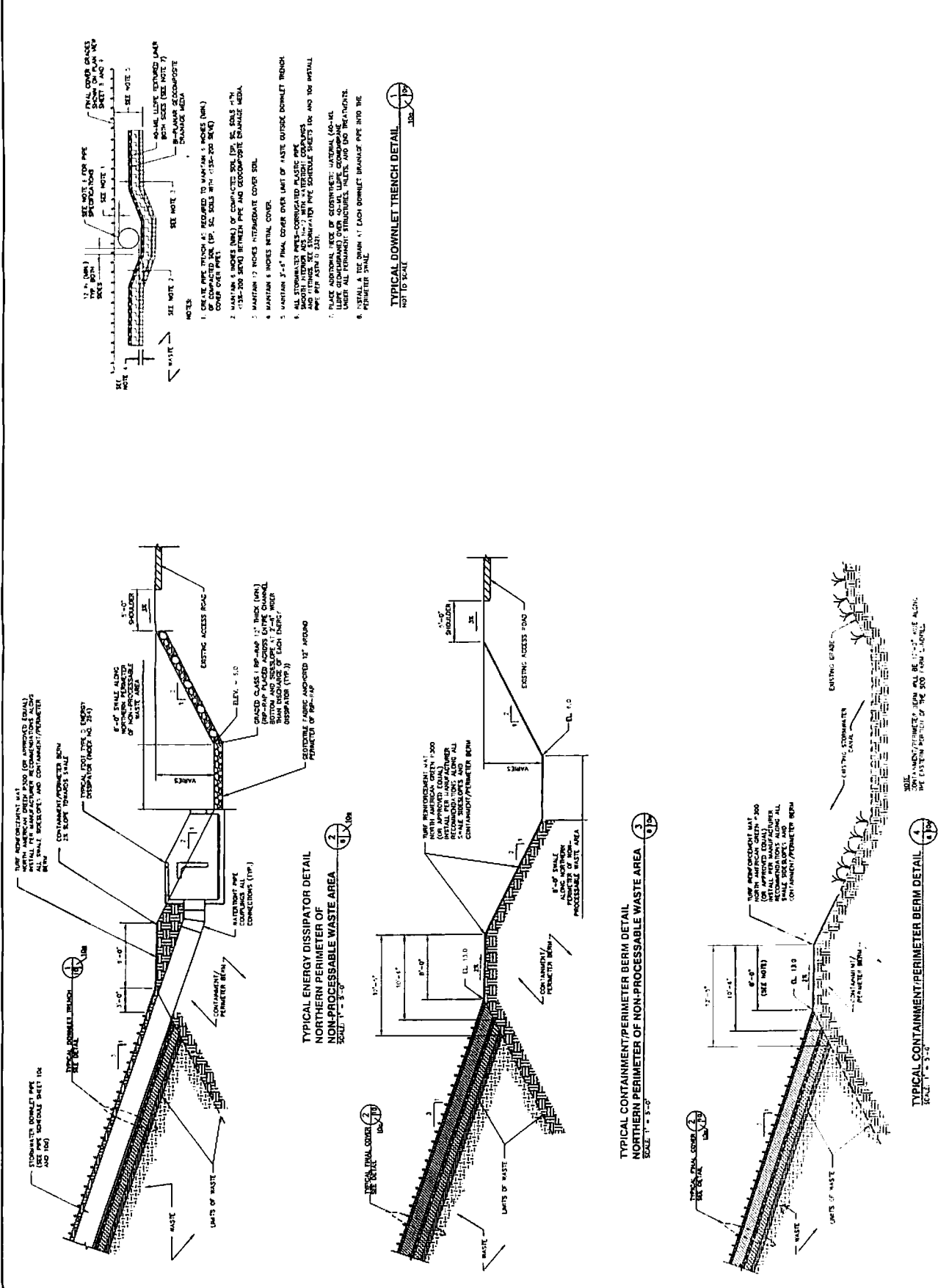
Project Limit for Maintenance of Vegetation

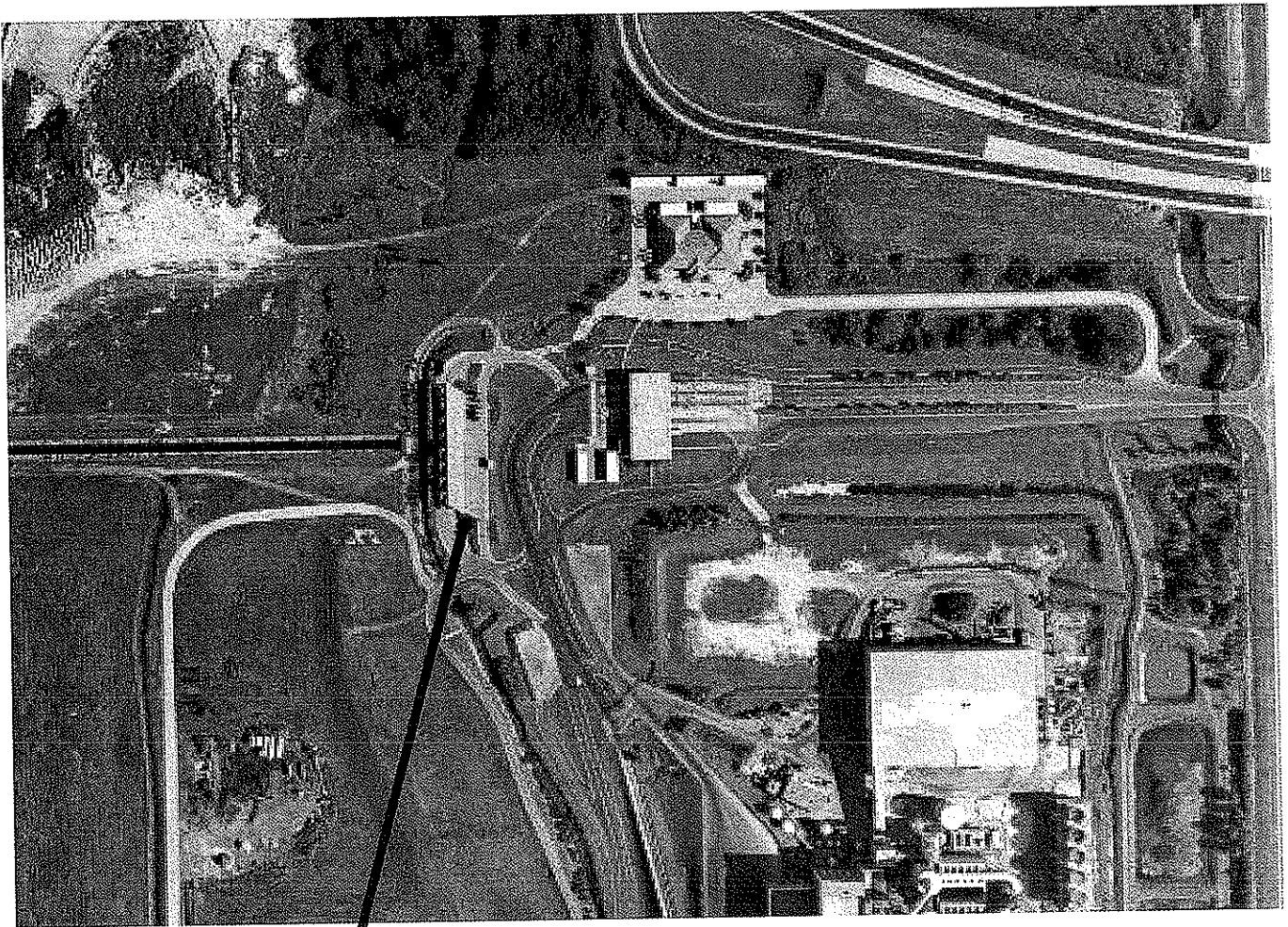


Toytown Landfill  
(Closed)

Sod Farm

Bridgeway Acres





Mini Hand Unload

**Current Mini Hand Unload Area**

## Appendix B

Requirements for yard trash processing facilities (recycling and transfer stations) that qualifying for the permit exemption in Rule 62-709.320 are:

Rule / Referenced Rule	Provision
62-709.320(3)	Yard trash and processed yard trash at the facility shall:
62-709.320(3) / 62-701.300(1)(b)	Be stored in a manner or location that does not violate air quality or water quality standards.
62-709.320(3)(a)	Be 100 feet beyond any existing or approved off-site potable water well that existed before the facility was registered.
62-709.320(3)(b)	Be 200 feet beyond any existing or approved potable water well serving a community water system as defined in Rule 62-550.200(9), F.A.C., that existed before the facility was registered.
62-709.320(3)(c)	Be 50 feet beyond any natural or artificial body of water, including wetlands within the jurisdiction of the Department. This does not include ponds, ditches or other structures that are part of a permitted stormwater management system, or water bodies contained totally within facility boundaries that do not discharge from the site to surface waters.
62-709.320(3) / 62-701.300(2)(d)	Not be placed in a dewatered pit unless the pit is lined and permanent leachate containment and special design techniques are used to ensure the integrity of the liner.
62-709.320(3) / 62-701.300(2)(e)	Not be placed in an area subject to frequent and periodic flooding unless flood protection measures are in place.
62-709.320(3) / 62-701.300(2)(f)	Not be placed in any natural or artificial body of water, including ground water.
62-709.320(3) / 62-701.300(2)(h)	Not be placed on the right of way of any public highway, road, or alley.
62-709.320(3) / 62-701.300(3)	There shall be no open burning in the recycling area of the facility. Any controlled burning at the facility will comply with Department rules, including for air curtain incinerators.
62-709.320(4)(a)1	Facility has an effective barrier to prevent unauthorized entry and dumping into the facility site.
62-709.320(4)(a)2	Facility has dust control methods.
62-709.320(4)(a)3	Facility has fire protection and control provisions to deal with accidental burning of solid waste, including:
62-709.320(4)(a)3.a	A 20-foot perimeter, all weather access road.
62-709.320(4)(a)3.b	15-foot interior lanes.
62-709.320(4)(a)3.c	All unprocessed or processed yard trash shall be within 50 feet of access by motorized fire fighting equipment.
62-709.320(4)(b)	Facility will be operated in a manner to control disease vectors and objectionable odors.
62-709.320(4)(c)	Yard trash will be processed so that it will pass a 6-inch sieve. Any unprocessed yard trash will be removed from the facility within six months, or within the period required to accumulate 3,000 tons or 12,000 cubic yards whichever is greatest, except unprocessed and segregated logs with a diameter greater than six inches that will be processed within 12 months.
62-709.320(4)(d)	Processed yard trash will be removed or marketed within 18 months. Storage of processed material for a longer period may be allowed where the yard trash processing facility is authorized under another Department solid waste permit.
62-709.320(4)(e)	Only yard trash, bags used to collect yard trash, and clean wood are allowed.
62-709.320(4)(e)	Any material other than yard trash, bags used to collect yard trash, and clean wood will be containerized.
62-709.320(4)(e)	Putrescible material will be removed in 48 hours.
62-709.320(4)(e)	Upon discovery, any treated or untreated biomedical waste, hazardous waste, or liquids or non-liquids (such as contaminated soil, rags, or other debris) containing a polychlorinated biphenyl (PCB) concentration of 50 parts per million or greater will be immediately containerized and removed from the facility.



## **APPENDIX C**

## Appendix C.

# MULCH SPREAD ON SITE REPORT

WEEK OF: \_\_\_\_\_ to \_\_\_\_\_

Sheet 1 of \_\_\_\_\_

[illegible]

**Comments:**

## APPENDIX D

# Appendix D. Contractor Testing Log

	Date Built	1st Turn	2nd Turn	3rd Turn	4th Turn	5th Turn	Released Date	Comments
Row 1								
Row 2								
Row 3								
Weekly Temperature Testing Date								
	Result	Result	Result	Result	Result	Result	Result	
Row 1								
Row 2								
Row 3								
Contractor Signature _____ Date _____								
County Representative _____ Date _____								

**MANDATORY PRE-BID CONFERENCE  
SIGN-IN SHEET**

*Site Visit*

**TITLE:** Landfill Operations - Bridgeway

**BID NUMBER:** 078-0117-P (AM)

**DATE:** February, 15 2008 @ 10:00 A.M  
Pinellas County Solid Waste, Main  
Conference Room #107

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COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
1) Pinellas County Purchasing	Name:
400 S Ft Harrison Avenue	Phone #: 727-464-3311
Annex Bldg - 6 <sup>th</sup> Floor	Fax #: 727-464-3925
Clearwater, FL 33756	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
2) <i>VEOLIA ES Solid Waste Southeast, Inc.</i>	Name: <i>Joe Coroniti</i>
<i>3050 110<sup>th</sup> Avenue N.</i>	Phone #: <i>727-224-5506</i>
<i>St. Petersburg, FL 33716</i>	Fax #: <i>727-572-1289</i>
	Email Address: <i>jmcroniti@veoliaes.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
3) <i>Veolia ES Solid Waste</i>	Name: <i>Norm Wood</i>
<i>5711 B Pine Ave, Suite M</i>	Phone #: <i>352-209-1885</i>
<i>Orlando, FL 32805</i>	Fax #: <i>352-351-8812</i>
	Email Address: <i>Norm.Wood@veoliaes.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
4) <i>Coastal Demolition &amp; Construction</i>	Name: <i>Bob Fisher</i>
<i>3802 E 7th Ave</i>	Phone #: <i>813-242-4120</i>
<i>Tampa, FL 33605</i>	Fax #: <i>813-242-1174</i>
	Email Address: <i>bob.fisher@coastal-demolition.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
5) <i>MODERN RECYCLING OF FLORIDA</i>	Name: <i>TODD GAMBIT</i>
<i>24278 PRODUCTION CIRCLE</i>	Phone #: <i>239-495-6660</i>
<i>BONITA SPRINGS, FL 34135</i>	Fax #: <i>239-495-9906</i>
	Email Address: <i>MODERNFLORIDA@SWFLA.RL.COM</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
6) <i>CPC ENVIRONMENTAL</i>	Name: <i>PAUL NIENABER</i>
<i>4195 S. TAMiami Trl. STE 169</i>	Phone #: <i>941-468-3843</i>
<i>VENICE 33493</i>	Fax #: <i>941-497-0036</i>
	Email Address: <i>act@comcast.net</i>

**MANDATORY PRE-BID CONFERENCE  
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Clearwater, FL 33756	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
8) <del>S</del> SURTECH SOLUTIONS, INC.	Name: DAVID O'BRIEN
10220 U.S. HIGHWAY 92 EAST	Phone #: 813-621-4929
TAMPA, FL 33610	Fax #: 813-621-7194
	Email Address: DOBRIEN@SURTECHSOLUTIONS.COM

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
9) PICKETT ASSOCIATES, INC.	Name: ERIK HICKMAN
475 S. FIRST AVE	Phone #: 863-533-9095
BARTON FL 33830	Fax #: 863-534-1464
	Email Address: EHICKMAN@PICKETT-INC.COM

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
10) WASTE SERVICES OF FLORIDA, INC.	Name: JOE BRIARTON
1601 NORTH 34 <sup>th</sup> ST	Phone #: (386) 878-3664
TAMPA, FLORIDA	Fax #:
33605	Email Address: JBRIARTON@WS11.US

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
11) REPUBLIC SERVICES	Name:
5210 W. LINDBAUGH AVE.	Phone #:
TAMPA, FL 33624	Fax #:
BRIAN GARRETT	Email Address:
GARRETTB@REPSRV.COM	

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
12) HUBBARD Construction Company	Name: DENNIS SEVERANCE
1936 LEE ROAD	Phone #: 407 886 4879
Winter Park, FL.	Fax #:
	Email Address: dseverance@hubbard.com

**MANDATORY PRE-PROPOSAL CONFERENCE  
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Clearwater, FL 33756	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
13) <i>Hubbard Const Co.</i>	Name: <i>Peter Jensen</i>
<i>105 N. Falkenberg Rd.</i>	Phone #: <i>813-685-6005</i>
<i>Tampa, FL</i>	Fax #: <i>813-685-6740</i>
<i>33619</i>	Email Address: <i>pjensen@hubbard.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
14)	Name:
	Phone #:
	Fax #:
	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
15)	Name:
	Phone #:
	Fax #:
	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
16)	Name:
	Phone #:
	Fax #:
	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
17)	Name:
	Phone #:
	Fax #:
	Email Address:

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COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
1) Pinellas County Purchasing	Name: <i>Amelia McFarlane</i>
400 S Ft Harrison Avenue	Phone #: 727-464-3311
Annex Bldg - 6 <sup>th</sup> Floor	Fax #: 727-464-3925
Clearwater, FL 33756	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
2) <i>SURTECH SOLUTIONS, INC.</i>	Name: <i>DAVID O'BRIEN</i>
<i>16220 U.S. Highway 92 EAST</i>	Phone #: <i>813-621-4929</i>
<i>TAMPA, FL 33610</i>	Fax #: <i>813-621-7194</i>
	Email Address: <i>DOBRIEN@SURTECHSOLUTIONS.COM</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
3) <i>CDC ENVIRONMENTAL, INC.</i>	Name:
<i>4195 S. TAMiami Trl. STE. 169</i>	Phone #:
<i>VENICE, FL 34293</i>	Fax #:
<i>PAUL WIENABER (941) 468-3843</i>	Email Address:

*WASTE SUB.*

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
4) <i>PICKETT ASSOCIATES, INC.</i>	Name: <i>ERIK HICKMAN</i>
<i>475 S. FIRST AVE.</i>	Phone #: <i>863-533-9095</i>
<i>BARTON, FL 33830</i>	Fax #: <i>863-534-1464</i>
<i>www.PICKETT-INC.COM</i>	Email Address: <i>EHICKMAN@PICKETT-INC.COM</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
5) <i>Hubbard Construction</i>	Name: <i>DENNIS SEVERANCE</i>
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<i>Winter Park, Florida.</i>	Fax #: <i>407 886 4879</i>
	Email Address: <i>dseverance@hubbard.com</i>

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6) <i>Hubbard Construction Co.</i>	Name: <i>Peter Jensen</i>
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<i>33619</i>	Email Address: <i>pjensen@hubbard.com</i>



# MANDATORY PRE-BID CONFERENCE SIGN-IN SHEET

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24278 PRODUCTION CIRCLE	Phone #: 239-495-6660
BONITA SPRINGS, FL 34135	Fax #: 239 495-9906
	Email Address: MODERNFLORIDA@SWFLA.RR.COM

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
9) Coastal Demolition and Construction Inc	Name: BOB FISHER
3802 - East 7 <sup>th</sup> Ave	Phone #: 813-242-4120
TAMPA, FL 33615	Fax #: 813-242-4174
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COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
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3095 114 <sup>th</sup> Ave. N	Fax #:
St. Petersburg, FL 33726	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
11)	Name:
	Phone #:
	Fax #:
	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
12)	Name:
	Phone #:
	Fax #:
	Email Address:



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Clearwater, FL 33756	Email Address:

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2) <i>VEOLIA ES Solid Waste Southeast, Inc</i>	Name: <i>Joe Coroniti</i>
<i>3050 110<sup>th</sup> AVENUE N.</i>	Phone #: <i>727-224-5506</i>
<i>St. PETERSBURG, FL 33716</i>	Fax #: <i>727-572-1286</i>
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3) <i>VEOLIA ES Solid Waste</i>	Name: <i>Norm Wood</i>
<i>5115 PINE AVE SUITE M</i>	Phone #: <i>352-209-1885</i>
<i>OPAL, FL 34480</i>	Fax #: <i>352-351-8812</i>
	Email Address: <i>Norm.Wood@veoliaes.com</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
4) <i>WASTE SERVICES of FLORIDA, Inc.</i>	Name: <i>JOE BRIARTON</i>
<i>1601 NORTH 34<sup>th</sup> ST.</i>	Phone #: <i>(386) 878-3664</i>
<i>TAMPA, FLORIDA</i>	Fax #:
<i>33605</i>	Email Address: <i>J.BRIARTON@WS11.US.</i>

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
5) <i>REPUBLIC SERVICES</i>	Name:
<i>5210 W. LINEBAUGH AVENUE</i>	Phone #:
<i>TAMPA, FLORIDA 33624</i>	Fax #:
<i>BRIAN GARRETT</i>	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
6) <i>Consolidated Resource Recovery, Inc.</i>	Name: <i>Edward Lee</i>
<i>3025 Whitfield Ave</i>	Phone #: <i>941-756-0977</i>
<i>Sarasota FL, 34243</i>	Fax #: <i>941-751-6942</i>
	Email Address: <i>edl@resourcerecovery.com</i>



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Annex Bldg – 6 <sup>th</sup> Floor	Fax #: 727-464-3925
Clearwater, FL 33756	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
8) Pinellas County Dept. of Solid Waste	Name: Deb Bush
3095 114 <sup>th</sup> Ave N	Phone #: 727 464 7803
St. Petersburg FL 33706	Fax #: 727 464 7713
	Email Address: dbush@pinellascounty.org

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
9) Pinellas County Solid Waste Dept	Name: Bob Hauser
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"	Fax #: 727 464 - 7713
	Email Address: rhauser@pinellascounty.org

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
10) Pinellas County Solid Waste	Name: Joe Going
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"	Fax #: 727-464-7713
	Email Address: JGoing@pinellascounty.org

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
11)	Name:
	Phone #:
	Fax #:
	Email Address:

COMPANY NAME & FULL ADDRESS	COMPANY REPRESENTATIVE
12)	Name:
	Phone #:
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BOARD OF COUNTY  
COMMISSIONERS

ROBERT B. STEWART - CHAIRMAN  
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CALVIN D. HARRIS  
SUSAN LATVALA  
JOHN MORRONI  
KAREN WILLIAMS SEEL  
RONNIE DUNCAN



Joseph Lauro, CPPO/CPPB  
Director

February 22, 2008

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: LANDFILL OPERATION-BRIDGEWAY ACRES

PROPOSAL NUMBER: 078-0117-P (AM)

PROPOSAL SUBMITTAL IS DUE: FEBRUARY 29, 2008 @ 3:00 PM

**PROPOSAL SUBMITTAL IS RESCHEDULED TO: MARCH 14, 2008 @ 3:00 PM**

**ADDENDUM NO. 1**

Following are additional information, clarifications to question received relative to referenced Request for Proposal (RFP):

**NOTICE IS HEREBY GIVEN THAT THE SUBMITTAL DUE DATE FOR THE REFERENCED RFP HAS BEEN RE-SCHEDULED TO MARCH 14, 2008 AT 3:00 P.M.**

**Section A – General Conditions**

1. Question: **Is the language in #13 meant to be a most favored nation's clause for the benefit of any other state agency that may require the same services?**

Answer: Yes. Proposers are advised that they may take exceptions to any of the terms contained in the RFP. These exceptions must be identified in the response provided for the RFP. Failure to do so may lead the County to declare any such terms non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. Question: **If the County unilaterally adds or deletes services after an award has been made will Contractor be entitled to adjust its rates to cover any increased costs?**

Answer: The County will adjust rates up or down for the specific service change.

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



## **PAGE 2- CONTINUED**

3. Question: **Is the County requiring one bond for both Performance and Payment or are they requiring two bonds, one for Performance and a second for Payment?**

Answer: One bond is required for both.

4. Question: **There is a discrepancy in the General Conditions as to the amount of the Performance / Payment Bond, what is the amount that is required? 100% or 125%? And is the bond an annual bond which amount is revised each year based on the current years contract price?**

Answer: The amount of the Performance/Payment Bond is revised to read one hundred percent **(100%)**. The Performance and Payment Bond or irrevocable letter of credit should be issued by a banking institution acceptable to the County in an amount of one hundred percent (100%) of the first year of the then current term and in amount of the contract cost for each subsequent years or renewal period or negotiated final price as security for the continued faithful performance of this Contract, and for the payment of all persons performing labor and furnishing materials in connection with this Contract.

5. Question: **Is the bid bond requirement for 5% of the total three (3) year contract price or 5% of the contract price for the first year?**

Answer: The requirement is 5% of the contract price for the first year.

### **Section B – Special Conditions**

6. Question: **Will the County offer an extension for the proposal submittals (February 29, 2008)?**

Answer: The County is extending the proposal submittal date to March 14, 2008.

### **Section E - Scope of Work**

7. Question: **If Contractor is required to purchase and provide new equipment for the current Mini-hand Unload Station and the County constructs a new station during the contract term, will Contractor's equipment be compatible with the new system that is contemplated by the County? If not, will Contractor be required to again purchase new equipment? If so, will Contractor be compensated for such costs?**

Answer: The roll-off containers will be compatible. Any new equipment required for operation of the new mini-hand unload will be included in the lump sum payment.

8. Question: **What type of lawsuits is the County requiring the proposer to provide in its response to financial capability? Does the County only want lawsuits that pertain to the type of work contemplated by this RFP and not sundry type lawsuits, such as collection matters, etc? Is the County only interested in lawsuits against the company that are filed in Florida?**

Answer: **See Section E, page 24 as it refers to "Financial Capability", Item B5 it states: "any and all lawsuits filed against the Proposer since January 1, 2002, and a statement as to the outcome or current status of each lawsuit."**

**PAGE 3- CONTINUED**

9. Question: **Requiring the Contractor to police loads and exclude cardboard and metal at the face of the landfill will compromise safe and sound operating practices. Will the County consider allowing metals and cardboard mixed with waste to be disposed of at the landfill?**

Answer: Cardboard should be deleted. As for metals, "Such removal of metals shall not compromise safe landfill practices." The County is only looking for the removal of metals from the working face "within reason." The County reserves the right to determine what is "within reason".

10. Question: **The County's permit requires the top six (6) inches of intermediate cover to be soil or mulch. If incoming yardwaste quantities are insufficient, who will provide the additional mulch or dirt? At what unit cost?**

Answer: The County will provide additional cover material as necessary to a stockpile as indicated by the contractor.

11. Question: **Does the County have minimum specifications for litter fencing? Four (4) foot high construction safety fence? Eight (8) foot high mobile sectional fencing? Twenty (20) foot high stationary fence?**

Answer: The County does not have specific requirements, except that the contractor is responsible for litter control.

12. Question: **Can the County provide the average number of customers who utilize the mini-hand unload station so the Contractor can determine the number of spotters needed?**

Answer:

January 1, 2007 – January 31, 2008: Monday through Friday

Total of 35,000 loads

January 6, 2007 – January 26, 2008: Saturdays (peak day)

Total of 12, 500 loads

13. Question: **Where will the Contractor provide the County with a lump sum price to operate the new Mini Hand Unload Station as there is no provision in the Fee Schedule in Section G?**

Answer: There is no separate lump sum paid to the contractor to operate the new mini-hand unloads station. Payment will be per pull, as indicated in the Fee schedule in Section G.

14. Question: **Can the County provide Microsoft Word document forms for proposal submission?**

Answer: **See Forms provided as attachment in Word format.**

15. Question: **Can the County provide historical (past 3 years) average and maximum vehicles per day along with average and maximum Tonnages per day received at the Class I Landfill and the Class III Landfill so that the Contractor can determine personnel and equipment requirements?**

Answer: See attachments for these figures. Currently, the County is not able to separate the number of loads by landfill class. The data attached is the number of total loads.

**PAGE 4- CONTINUED**

16. Question: **Does the County have any Customer Service Standards, such as maximum vehicle turnaround time or maximum allowable vehicle unloading time, so that Contractor can determine work face size, personnel and equipment requirements?**

Answer: There are no specific standards. The County expects the contractor to operate the site in an efficient and safe manner in order to ensure minimal queuing times.

17. Question: **Can the County explain the relationship between the Standby Equipment versus all the equipment to be utilized for the operation of the Project?**

Answer: The standby equipment list represents the minimum equipment required by the County. The Contractor is expected to supply all equipment required to operate the site.

18. Question: **Does the yard waste processing equipment (grinder and loader) have to be 2006 or newer?**

Answer: No. This equipment is exempt from this requirement, but is still required to operate in a consistent manner.

19. Question: **The narrative component of the Contractor's proposal is limited to a maximum of 75 pages, double-spaced. However the Management and Operations Plan requires additional plans (i.e., Health and Safety Plan, Spill Prevention Plan, etc.) which when combined with other proposal requirements will surely exceed 75 pages, double-spaced. Can the county provide additional guidance to enable the Contractor to comply with all of the proposal submittal requirements?**

Answer: The narrative will be single-spaced and double-sided. The attachments are not included in this total.

**Section F – Proposal Page – Landfill Operations**

20. Question: **The County has provided estimated quantities for the next seven (7) years and states that quantities are dependent upon the performance of the WTE Facility and therefore may vary substantially. Can the County provide actual quantities from the previous five (5) years?**

Answer: See attachments.

21. Question: **Yard Waste Mulching in 2008 is estimated at 25,000 tons but the next page (or page 29/34) Section G Proposal Fee schedule has Yard Waste Mulching at 24,000 tons? Which number do they want us to use for the proposal?**

Answer: The correct weight is 24,000 tons.

**Section H – Proposal Unit Value**

22. Question: **The units for Excavation of Material are in Cubic Yards, however Section E states the Contractor will be paid by the Ton for Excavation of Material, which is the intended unit of payment?**

Answer: The correct unit is Cubic Yards.

## PAGE 5- CONTINUED

### General Conditions

23. Question: **General Condition 1 defines Class III Landfill as the area designated in the Contract Documents to receive waste tires and cardboard among other items, however, Section E – Scope of Work, states the Contractor shall prohibit waste tires and cardboard from being placed in the Class III Landfill. Can the County clarify their intent?**

Answer: The words “waste tires” should be removed from this definition, as they are not allowed in either Class I or Class III disposal sites. Cardboard is allowed.

### Specific Conditions

24. Question: **Specific Condition 7 states no offsite material will be used for cover. If the WTE facility is not producing aggregate and there is an insufficient quantity of mulch or stockpiled soil on-site, where will the cover material be obtained? Who will pay the cost?**

Answer: The County will provide additional cover material as necessary to a stockpile as indicated by the contractor. See Question and Answer No. 10 under Scope of Work, Page 3 of Addendum No. 1.

25. Question: **Over the past three (3) years Veolia has loaded and hauled, at no charge to the County, approximately 150,000 cubic yards of cover material from on-site soil and mulch stockpiles when aggregate material was not available due to planned and unplanned outages at the WTE facility. Will the County pay the Contractor to excavate, load and haul on-site soil for cover material if aggregate from the WTE facility is unavailable? If not, does the County have an annual estimate of the amount of soil cover material that the Contractor will have to excavate, load and haul at the Contractor’s expense?**

Answer: No, the county will not pay these hauling costs. The price will need to be included in the cost of operating the Class I and Class III disposal sites.

26. Question: **Specific Condition 16 states that County will be responsible for clean up, transportation and disposal of waste with the cleanup, transportation and disposal charge to be paid by the County with respect to prohibited waste, however, Specific Condition 17 says that these costs are the responsibility of Contractor. Who is responsible for these costs?**

Answer: The Contractor will be responsible for clean up, transportation and disposal of prohibited waste with the cleanup, transportation and disposal charge to be paid by the County. The exception is Hazardous Waste, FAC, which will be handled the County.

27. Question: **Specific Condition 19 is contradictory in stating that the County will have the chlorinated fluorocarbons (CFC) removed from accumulated white goods while also stating that the Contractor will need to supply the County with certification on the CFC removal and disposal. Who will be responsible for the CFC removal?**

Answer: Removal of CFC from white goods will be the responsibility of the contractor.

28. Question: **Will the new Ash Processing Building currently under construction, or any future planned improvements to the WTE facility, reduce the corrosivity of the Recovered Materials which must be hauled by the Contractor? Veolia has had to re-line and replace dump bodies on all dump trucks in addition to replacing equipment which did not last the length of the contract due to extensive corrosion damage.**



## **PAGE 6- CONTINUED**

Answer: The new Ash Processing Building will not have any impact on the corrosivity of the ash.

29. Question: **Specific Condition 26 states the number of tons upon which payment to the Contractor shall determined by weighing each disposal vehicle on scales provided and operated by the County. Currently, the vast majority of Class III waste and yard waste customers have their waste tonnages determined by using estimated vehicle tare weights. Will the County continue to use estimates in determining waste tonnages for these customers?**

Answer: Yes, this process will remain the same.

30. Question: **Specific Condition 33 states that Contractor may petition the County for rate adjustments based on substantial changes in State and Federal legislation. Can Contractor also petition the County for local changes in law that have any impact on the costs of performance? What is meant by “substantial changes”? Under what circumstances would the County deny Contractor’s petition? What happens if the County denies Contractor’s petition? Does this provision also include any changes in the interpretation of any laws as a right of Contractor to petition the County?**

Answer: Specific Condition No. 33 is changed to read as follow: “Any change in law by a governmental authority that affects the Contractor’s cost to perform the work may be petitioned to the Board of County Commissioners for a rate adjustment. The enactment into law of any federal, state or local discriminatory tax law, user fee or assessment after the Proposal Date having application to the Contractor as the Operator of the site shall be considered a Change in Law. In no event, however, shall any other change in tax law, federal, state, local or otherwise, be considered a Change in Law.”

31. Question: **Specific Conditions 6 and 7 require the Contractor to submit an Operation Plan including the Contractor’s specific landfilling sequence plan for the next year detailing disposal cells, grades, dimensions, volume estimates, stormwater control, etc. The Contractor’s Operation Plan and fill sequencing must be in accordance with the County’s FDEP approved Operation Plan and Fill Sequence Plan Drawings. Due to time constraints specified in the RFP, can the County provide the Contractor with Auto Cadd files of the FDEP approved Fill Sequence Drawings in order to facilitate the Contractor’s preparation of a specific landfilling sequence plan for the next year and also to insure compatibility with the FDEP approved plans?**

Answer: Currently, the County does not have these drawings in an electronic format, but will seek to provide them in the coming week.

### **Exhibit 1**

32. Question: **The Management and Operations Plan minimum requirements outline jumps from item 14 to item 19. Is this a typographical error?**

Answer: Yes, this is a typographical error. Item No. 19 should read Item No. 15.

### **Appendix A – 4**

33. Question: **Appendix A - 4 includes a form entitled Letter of Credit. Is a letter of Credit required in addition to a Performance/Payment Bond or is the Letter of Credit an alternative form of security that the Contractor may provide in lieu of a Performance/Payment Bond?**

## PAGE 7- CONTINUED

Answer: A Letter of Credit may be submitted in lieu of a Performance/Payment Bond.

### Appendix C

34. Question: **Appendix C contains a form entitled, “Mulch Spread On Site Report,” however the Index lists Appendix C as containing The Operation Plan – New Hand Unload Facility. Will the County provide a copy of the Operation Plan – New Hand Unload facility at this time or at some future date as construction of the new facility has not yet begun?**

Answer: See attachment.

35. Question: **What is the rough Engineer’s Estimate for Construction of the facility?**

Answer: There is no Engineer’s Estimate as this is not a construction project but an operations contract.

36. Question: **Schedule for construction start, and duration of construction?**

Answer: There is no construction. The operations contract start and duration are specified in the RFP.

37. Question: **Notable Scope of Work Items and their respective approximate quantities for construction of the Landfill, i.e.: earthwork, size of site, number of cells, acreage of ponds, piping, etc.**

Answer: These are not applicable. Quantities relevant to the operation of the landfill and payment categories are specified in the RFP.

38. Question: **Can the Bid Date be extended possibly one week to allow us more time to prepare our proposal?**

Answer: Please refer to the first page of the Addendum.

39. Question: **Is there any compensation (buy back) of the equipment at contract expiration?**

Answer: NO

40. Question: **Is yard waste subcontractor to be on-site at all times for the entire length of the contract?**

Answer: The yard waste area must be staffed at all times the facility is open to facilitate receiving and loading material. Material must be processed as necessary to maintain adequate inventory and permit compliance. In the past, it has not been necessary to have the processing (grinding) contractor on site at all times.

41. Question: **Are the posted estimated annual tonnages after the WTE Diversions?**

Answer: Yes, however they are estimates.

PAGE 8- CONTINUED

Please remember to acknowledge receipt of this Addendum in Section J, page 33 as Addendum No. 1 and return with the completed proposal package.

Sincerely,

  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing

SECTION D – VENDOR REFERENCES

Proposal Title: Landfill Operations – Bridgeway Acres  
Proposal Number: 078-0117-P (AM)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_ HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1	COMPANY NAME	2	COMPANY NAME
	CITY, STATE		CITY, STATE
	CONTACT PERSON		CONTACT PERSON
	TELEPHONE		TELEPHONE
	FAX		FAX
	EMAIL ADDRESS		EMAIL ADDRESS
3	COMPANY NAME	4	COMPANY NAME
	CITY, STATE		CITY, STATE
	CONTACT PERSON		CONTACT PERSON
	TELEPHONE		TELEPHONE
	FAX		FAX
	EMAIL ADDRESS		EMAIL ADDRESS

**FORM ADDENDUM #1****SECTION F – PROPOSAL PAGE- LANDFILL OPERATIONS**

The County will pay the Contractor for actual Tonnages of Solid Waste disposed or materials transported by the Contractor during the Contract Period. Estimated quantities for disposal or transportation each year by classification are listed below; however, quantities of waste are dependent upon the performance of the WTE Facility and may vary substantially. The County makes no minimum or maximum unit quantity guarantee, either written or implied, to the Contractor.

Estimated Annual Tonnage of Material\*  
for which the  
Contractor will be responsible

**BASE CONTRACT**

<b>Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>			
Class I (x 1,000 Tons)	175	175	175	100	100	100	100			
Class III (x 1,000 Tons)	120	120	120	100	100	100	100			
Yard Waste Mulching (x 1,000 Tons)	25	25	25	25	25	25	25			
Ash Residue (x 1,000 Tons)	300	300	300	300	300	300	300			

\* WTE Facility Operational

NOTE: For the purposes of evaluating the Proposals, all of these will be based on only the first year's estimated quantities.

There shall be no carry over of unused quantities or Dollars from one year to the next. At the end of each Contract year and the Contract Period, the County and the Contractor shall mutually reconcile all Dollars and units expended. The County will not release the Performance and Payment Bond at the end of the Contract until this requirement is met.

For purposes of proposal evaluation and Contract award, the following Proposal Schedule shall be completed by the Contractor. The estimated quantities associated with each Proposal item are based on the assumption that the existing 3,150 tons per day Waste-to-Energy Facility will be fully operational.

The Table of Recovered Materials may be found in the Specific Conditions and refers to the transportation of materials within the Project Limits.

The following is a synopsis of conditions which may affect estimated waste and recovered material quantities contained herein.

1. Complete or partial diversions of the solid waste stream from the existing WTE Facility.
2. Off site use of ash and Residue.
2. Natural disasters such as hurricanes, tornados, et. al.
3. Uncontrollable circumstances.
4. Availability of Plant.
5. Construction or renovation of the WTE Facility that may require diversion of waste.

## SECTION G – PROPOSAL FEE SCHEDULE

Proposers are to complete the Price Proposal in full. The total estimated price for the first Contract Year shall be indicated in **numerals and words**. Revisions shall be initialed by the Proposer.

Item	Estimated First Year Quantities	Units	Unit Price	Estimated First Year Price
Class I Landfill	175,000	Tons		
Class III Landfill	120,000	Tons		
Mini-Hand Unload Station	10,000	Pulls		
Yard Waste Mulching	24,000	Tons		
Transportation and Stockpiling of Recovered Material	300,000	Tons		
Landfill Maintenance	1	Lump Sum		
Standby Charge	1	Lump Sum		
<b>TOTAL COST</b>			<b>\$</b>	<b>\$</b>

**FORM ADDENDUM #1****SECTION H – PROPOSAL UNIT VALUE SCHEDULE**

Proposers are to complete the Unit Value Schedule in full. The unit values are an agreed upon cost per unit of work as noted for Miscellaneous Tasks as described in the Contract Documents. The Unit Value Schedule will not be included in the Proposers total price for the Work. The Proposer understands that the County does not guarantee that any work will be done under these unit prices.

Item	Units	Unit Value
Material Handling	Cubic Yards	
Excavation of Material	Cubic Yards	
Erosion Control	Cubic Yards	
Clearing and Grubbing	Square Yards	

**Based upon first year price – AF6 as delineated in Specific Condition 28**

**SECTION I – INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**Proposal Title: Landfill Operations – Bridgeway Acres**  
**Proposal No.: 078-0117-P (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **TEN (10)** copies.

\_\_\_\_\_  
Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see [www.sunbiz.org](http://www.sunbiz.org) website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Federal Employee ID No. (FEIN)

\_\_\_\_\_  
Account Representative Email Address

\_\_\_\_\_  
Company Email Address (for Electronic Solicitation Notifications)

**I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (print): \_\_\_\_\_

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**FORM ADDENDUM #1**

<b>SECTION J - ADDENDUM ACKNOWLEDGMENT FORM</b>
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**Proposal Title: Landfill Operation – Bridgeway Acres**

**Proposal No: 078-0117-P (AM)**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:**

**ADDENDUM NO.  
RECEIVED**

**SIGNATURE/PRINTED NAME**

**DATE**


**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), listed under category 'Bid Schedule'.

**FORM ADDENDUM #1**

**SECTION K – NO BID STATEMENT**

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately.  
***Thank you.***

Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **078-0117-P (AM) for  
LANDFILL OPERATIONS – BRIDGEWAY ACRES**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only  
(explain below).  
☐ Insufficient time to respond to the Request for Proposal.  
☐ We do not offer this product or service.  
☐ Our schedule would not permit us to perform.  
☐ Unable to meet specifications.  
☐ Unable to meet Bond requirement.  
☐ Specifications unclear (explain below).  
☐ Unable to Meet Insurance Requirements.  
☐ Remove Us from Your "Notification List" Altogether  
☐ Other (specify below).

REMARKS:

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We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Server: CMRS Report Date: February 19, 2008											
Tonnage Activity Report - Fiscal Year	Class I to Plant	Class I to Landfill	Class III Proc to Plant	Class III Proc to Landfill	Tires to Facility	Class I Non-Proc Landfill	Class III Non-Proc Landfill	Pit Rejects	Plant Total Tons	Landfill Total Tons	Total Refuse to Facility
Total FY 04/05											
Average	69,669	8,972	6,490	5,452	560	#DIV/0!	2,832	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Max	77,222	21,324	8,033	13,094	670	0	4,354	0	0	0	0
Total FY 05/06											
Average	67,750	8,503	8,179	14,274	565	239	3,670	57	75,722	26,685	102,407
Max	76,040	40,254	11,770	19,859	633	2,095	4,945	90	87,809	61,826	116,929
Total FY 06/07											
Average	64,200	9,224	8,174	9,688	605	6	3,808	72	72,232	22,725	94,958
Max	74,716	28,868	11,293	17,835	816	21	4,672	173	84,411	46,639	104,263

Average and Max Vehicles per day

Fy 05/06

Average 1,013

Max 1,385

Fly 06/07

Average 1,018

Max 1,361



## TONNAGE ACTIVITY

<u>Year</u>	<u>Landfill</u>	<u>WTE</u>
2003	202,559	879,239
2004	179,547	950,884
2005	253,984	890,064
2006	314,548	903,190
2007	217,353	902,264

5 YEAR TOTAL	1,167,991	4,525,641
5 YEAR AVERAGE	233,598	905,128

<u>FY</u>	<u>Landfill</u>	<u>WTE</u>
02/03	192,108	885,298
03/04	241,512	871,164
04/05	207,439	920,053
05/06	320,222	908,665
06/07	272,705	866,787

5 YEAR TOTAL	1,233,986	4,451,967
5 YEAR AVERAGE	246,797	890,393



**OPERATIONS PLAN  
NEW HAND UNLOAD FACILITY  
BRIDGEWAY ACRES (BWA) LANDFILL**

The new hand unload facility will be located west of the existing facility north of the east-west canal. All activities at the new Facility shall be performed in accordance with the Operations Plan and the permit conditions, and a copy of this plan will be kept at the Facility at all times and will be made available for inspection. The plan will be updated as operations change but no less frequently than upon renewal of the permit. The Florida Department of Environmental Protection (FDEP) will be notified of changes to the plan other than those required for routine maintenance.

**OPERATIONS OF THE NEW HAND/UNLOAD FACILITY**

The BWA facility serves all of Pinellas County. Vehicles directed to use the hand unload facility include vehicles that do not have a tipping device or other automatic unloading system. These vehicles may include private cars, vans, pickup trucks, vehicles pulling trailers, and box trucks. Materials accepted at the hand unload facility consist of all materials accepted at BWA, including metals and white goods.

Users of the new hand unload facility will drive to the drop-off area. There will be 20 spaces for vehicles to park in order to unload waste onto the loading floor located at about the same level as the vehicles. Several parking spaces on the southern end will be reserved for special wastes, such as cardboard, construction and demolition debris, tires, or metals. Also, various sections of the unloading area will be used to handle material that will be taken to our several disposal areas. The County's landfill contract operator will load this material into roll-off containers parked on the western side of the loading floor. The operator will use one or more small loaders to transfer waste from the loading floor to the roll-off containers. The contract operator will haul the containers to the Waste-to-Energy (WTE) facility, Class I landfill, Class III landfill or mulch area depending upon the material.

Operation of the new hand unload facility will include the following features:

- The operator will control the loading of the roll-off containers, so the containers will have full, even loads. The operator will have the opportunity to separate waste or to blend waste prior to placing the material in the containers.
- User unloading is not dependent on having empty roll-off containers in place. Users will be directed to back into any vacant unloading spot, unload, and depart.
- In addition to the observations performed by the spotter on the ground, the unloading activity can also be observed from the loaders to watch for materials not accepted at the hand unload facility, safety hazards, user accidents, etc.
- There is no fall hazard for users. If a user does accidentally step over the 24-inch curb, he or she can step back to the unloading area.

- There is room on the unloading slab for temporary storage of waste, while the operator puts empty roll-off containers in place or while the operator is directing a user or doing maintenance on the loader.

The unloading area and roll-off containers will be covered under a single roof.

## **HOURS AND DAYS OF OPERATION**

The facility will be open to accept waste from 6:00 a.m. to 6:00 p.m. (Monday through Friday) and 7:00 a.m. to 5:00 p.m. (Saturday). The actual hours of operation will be posted at the main entrance. All landfill users will be expected to follow all posted rules while on the site.

## **TRAINED OPERATOR AND SPOTTER**

All vehicles arriving at the hand unloading facility must check in with the spotter. The spotter performs an initial visual inspection and questions the driver as to the contents of the vehicle. If there are any unacceptable materials in the load, the spotter may allow the customer to unload the acceptable materials, and will then redirect the customer to the appropriate disposal location or refer them to the Solid Waste Operations (SWO) staff for direction on proper disposal of material. The spotter and the operator also observe the customer during unloading onto the loading floor to ensure that no prohibited materials are in the load that were not visible during the initial inspection.

Should the spotter or operator discover prohibited materials after the customer's departure, they will first notify the SWO Inspector.

A trained operator and spotter will be on duty at the facility at all times that the facility is operating. At least one heavy equipment operator who is also a trained spotter will be on duty at the facility at all times that the facility is operating. The heavy equipment operator will load materials into roll-off boxes located on the western side of the loading floor. Overall management of the site and hand unload facility operations will be the responsibility of the Landfill Contract Operator.



SECTION D – VENDOR REFERENCES

Proposal Title: Landfill Operations – Bridgeway Acres  
Proposal Number: 078-0117-P (AM)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_ HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

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	CONTACT PERSON		CONTACT PERSON
	TELEPHONE		TELEPHONE
	FAX		FAX
	EMAIL ADDRESS		EMAIL ADDRESS

**FORM ADDENDUM #1****SECTION F – PROPOSAL PAGE- LANDFILL OPERATIONS**

The County will pay the Contractor for actual Tonnages of Solid Waste disposed or materials transported by the Contractor during the Contract Period. Estimated quantities for disposal or transportation each year by classification are listed below; however, quantities of waste are dependent upon the performance of the WTE Facility and may vary substantially. The County makes no minimum or maximum unit quantity guarantee, either written or implied, to the Contractor.

Estimated Annual Tonnage of Material\*  
for which the  
Contractor will be responsible

**BASE CONTRACT**

<b>Years</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>			
Class I (x 1,000 Tons)	175	175	175	100	100	100	100			
Class III (x 1,000 Tons)	120	120	120	100	100	100	100			
Yard Waste Mulching (x 1,000 Tons)	25	25	25	25	25	25	25			
Ash Residue (x 1,000 Tons)	300	300	300	300	300	300	300			

\* WTE Facility Operational

NOTE: For the purposes of evaluating the Proposals, all of these will be based on only the first year's estimated quantities.

There shall be no carry over of unused quantities or Dollars from one year to the next. At the end of each Contract year and the Contract Period, the County and the Contractor shall mutually reconcile all Dollars and units expended. The County will not release the Performance and Payment Bond at the end of the Contract until this requirement is met.

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The following is a synopsis of conditions which may affect estimated waste and recovered material quantities contained herein.

1. Complete or partial diversions of the solid waste stream from the existing WTE Facility.
2. Off site use of ash and Residue.
2. Natural disasters such as hurricanes, tornados, et. al.
3. Uncontrollable circumstances.
4. Availability of Plant.
5. Construction or renovation of the WTE Facility that may require diversion of waste.

## SECTION G – PROPOSAL FEE SCHEDULE

Proposers are to complete the Price Proposal in full. The total estimated price for the first Contract Year shall be indicated in **numerals and words**. Revisions shall be initialed by the Proposer.

Item	Estimated First Year Quantities	Units	Unit Price	Estimated First Year Price
Class I Landfill	175,000	Tons		
Class III Landfill	120,000	Tons		
Mini-Hand Unload Station	10,000	Pulls		
Yard Waste Mulching	24,000	Tons		
Transportation and Stockpiling of Recovered Material	300,000	Tons		
Landfill Maintenance	1	Lump Sum		
Standby Charge	1	Lump Sum		
<b>TOTAL COST</b>			<b>\$</b>	<b>\$</b>

**FORM ADDENDUM #1****SECTION H – PROPOSAL UNIT VALUE SCHEDULE**

Proposers are to complete the Unit Value Schedule in full. The unit values are an agreed upon cost per unit of work as noted for Miscellaneous Tasks as described in the Contract Documents. The Unit Value Schedule will not be included in the Proposers total price for the Work. The Proposer understands that the County does not guarantee that any work will be done under these unit prices.

Item	Units	Unit Value
Material Handling	Cubic Yards	
Excavation of Material	Cubic Yards	
Erosion Control	Cubic Yards	
Clearing and Grubbing	Square Yards	

**Based upon first year price – AF6 as delineated in Specific Condition 28**

**SECTION I – INSTRUCTIONS FOR SUBMITTING PROPOSALS**

**Proposal Title: Landfill Operations – Bridgeway Acres**  
**Proposal No.: 078-0117-P (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and **TEN (10)** copies.

\_\_\_\_\_  
Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see [www.sunbiz.org](http://www.sunbiz.org) website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Federal Employee ID No. (FEIN)

\_\_\_\_\_  
Account Representative Email Address

\_\_\_\_\_  
Company Email Address (for Electronic Solicitation Notifications)

**I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.**

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (print): \_\_\_\_\_

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**FORM ADDENDUM #1**

<b>SECTION J - ADDENDUM ACKNOWLEDGMENT FORM</b>
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**Proposal Title: Landfill Operation – Bridgeway Acres**

**Proposal No: 078-0117-P (AM)**

**PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:**

**ADDENDUM NO.  
RECEIVED**

**SIGNATURE/PRINTED NAME**

**DATE**


**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), listed under category 'Bid Schedule'.

**FORM ADDENDUM #1**

**SECTION K – NO BID STATEMENT**

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately.  
***Thank you.***

Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **078-0117-P (AM) for  
LANDFILL OPERATIONS – BRIDGEWAY ACRES**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only  
(explain below).  
☐ Insufficient time to respond to the Request for Proposal.  
☐ We do not offer this product or service.  
☐ Our schedule would not permit us to perform.  
☐ Unable to meet specifications.  
☐ Unable to meet Bond requirement.  
☐ Specifications unclear (explain below).  
☐ Unable to Meet Insurance Requirements.  
☐ Remove Us from Your "Notification List" Altogether  
☐ Other (specify below).

REMARKS:

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We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_



**BOARD OF COUNTY  
COMMISSIONERS**

ROBERT B. STEWART - CHAIRMAN  
KENNETH T. WELCH - VICE CHAIRMAN  
CALVIN D. HARRIS  
SUSAN LATVALA  
JOHN MORRONI  
KAREN WILLIAMS SEEL  
RONNIE DUNCAN



Joseph Lauro, CPPO/CPPB  
Director

February 27, 2008

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: LANDFILL OPERATION-BRIDGEWAY ACRES

PROPOSAL NUMBER: 078-0117-P (AM)

PROPOSAL SUBMITTAL IS DUE: FEBRUARY 29, 2008 @ 3:00 PM

**PROPOSAL SUBMITTAL IS RESCHEDULED TO: MARCH 14, 2008 @ 3:00 PM**

**ADDENDUM NO. 2**

Following are additional information, clarifications to question received relative to referenced Request for Proposal (RFP):

In response to a request to provide the Contractor with Auto Cadd files of the FDEP approved Fill Sequence Drawings in order to facilitate the Contractor's preparation of a specific landfilling sequence plan for the next year and also to insure compatibility with the FDEP approved plans, the County is issuing a compact disc (CD) with the requested information.

The CD may be picked up or mailed to proposers who attended the Mandatory Pre-Proposal Conference held on February 27, 2008. Only one CD per vendor will be provided.

Please remember to acknowledge receipt of this Addendum in Section J, page 33 as Addendum No. 2 and return with the completed proposal package.

Sincerely,

  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)

