

Grants & Contracts - Transmittal Memo

DATE: November 17, 2017

FROM: Purchasing Division, Contracts

TO: Jamie Bailey

CONTRACT #: 10731

VENDOR: Pritchett Trucking, Inc.

DESCRIPTION: #10731 Pritchett Trucking, Inc. for annual back up and emergency hauling services Bid #17-66

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 11/14/2017

RECEIVED ON: 11/17/2017

TERM START: 11/14/2017

TERM END: 9/30/2019

AMOUNT: \$75,000.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #: Bid #17-66

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
Purchasing Division
File

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY
AND PRITCHETT TRUCKING, INC. FOR ANNUAL BACK-UP AND EMERGENCY
HAULING SERVICES BID# 17-66**

This Agreement is entered into this 14th day of November, 2017 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Pritchett Trucking, Inc.**, doing business at **1050 S.E. 6th Street, Lake Butler, Florida 32054**, hereinafter referred to as "Contractor." (Collectively, the County and Contractor are referred to herein as the "Parties".)

WITNESSETH

WHEREAS, the County issued Bid# 17-66 seeking bids from service providers to provide Annual back-Up and Emergency hauling Services the Alachua County Transfer Station Facility for the benefit of the Solid Waste & Resource Recovery Department; and

WHEREAS, after evaluating and considering all timely responses to Bid# 17-66, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid# 17-66 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

WHEREAS, the Contractor is qualified to provide these services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. **Term**. This Agreement is effective for two (2) year(s) commencing upon execution continuing through September 30, 2019, unless earlier terminated as provided herein. The County has the option of renewing this Agreement for two (2) additional two (2) year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County:

- 2.1. The Contractor shall provide back-up emergency hauling services as needed Monday – Saturday for Municipal Solid Waste (MSW) from the Alachua County Transfer Station located in the Leveda Brown Environmental Park, 5115 N.E. 63rd Avenue, Gainesville, Florida 32609.

- 2.2. All MSW shall be disposed of at the New River Landfill, located at 24276 N.E. 157th Street, Raiford, Florida 32083.
- 2.3. The Contractor shall provide walking floor trailers capable of hauling a minimum of 110 cubic yards of MSW. All vehicles used in the service of this Agreement shall at all times comply with FDEP emission requirements and State and Federal DOT safety regulations. Vehicles shall be capable of securing load as to prevent littering on public roadways.
- 2.4. The Contractor will provide service within twenty-four (24) hours of being notified by the County's designated representative, and the Contractor shall have access to enough equipment to provide the necessary service that will ensure there is no interruption in the operations of the Transfer Station.
- 2.5. **Spills and Emergencies in Transit:** If the Contractor's activities under this Agreement result in a spill or emergency on the highway, the Contractor shall implement its emergency plan. The Contractor shall promptly notify the appropriate authorities, as required by law. The Contractor shall promptly initiate and complete cleanup activities if necessary. The Contractor shall notify the County's designated contact verbally within twelve (12) hours and shall provide a written report to the contact within twenty-four (24) hours concerning the cause of the incident, the cleanup activities that were implemented, and the status of the situation.
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the services described.
 - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
 - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid an amount equal to \$11.00 per ton, with a minimum of 22 tons per load.
 - 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the

expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Solid Waste and Resource Recovery Department
ATTN: Transfer Station
5115 N.E. 63rd Avenue
Gainesville, Florida 32609

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

Pritchett Trucking, Inc.
ATTN: Jeff Woods
1050 S.E. 6th Street
Lake Butler, Florida 32054

4.4. Fuel Adjustment

- 4.4.1. Subject to the provisions in this section, the County shall pay or recover an additional fee to the Contractor based upon changes in the monthly fuel price. The fuel adjustment during the initial term shall be calculated from a base price established on the first week of the Month of the Commencement Date of the Agreement, and the first week of every month thereafter as reported by PADD (1c) Lower Atlantic No. 2 Low Sulfur Diesel fuel, found at https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm.

- 4.4.2. The amount of fuel adjustment to be added or subtracted shall be calculated by multiplying the per ton hauling fee by the amount equal to one percent (1.0%) for each ten cents (\$0.10) per gallon increase or decrease from the established Base price for Fuel.

5. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement. The County may amend the applicable Minimum Wage on or before October 1st of each year.

- 5.1. As of October 1, 2017, the current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour.
- 5.2. As of October 1, 2017, the current required Alachua County Minimum Wage is \$15.04 per hour when health benefits are not provided.
- 5.3. The Contractor must provide certification, **Attachment B**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement.
- 5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.
- 5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.
6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor:
 - 6.1. The County will load Contractors in a reasonable time.
 - 6.2. The County will provide scales for the weighing of vehicles prior to leaving the Transfer Station to prevent overloading or under loading.
7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:	Director Solid Waste and Resource Recovery Department 5620 N.W. 120 th Lane Gainesville, Florida 32653
Contractor:	Pritchett Trucking, Inc. ATTN: Jeff Wood P.O. Box 311 Lake Butler, Florida 32054

A copy of any notice, request or approval to the County must also be sent to:

Jesse K. Irby, II
Clerk of the Court
ATTN: Finance and Accounting
12 S.E. 1st Street
Gainesville, Florida 32602

Procurement Division
ATTN: Contracts/Grants
12 S.E. 1st Street
and Gainesville, Florida 32601

8. Default and Termination.

- 8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

9. Project Records.

9.1. General Provisions:

- 9.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official

business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

9.1.2. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.



9.2. Confidential Information:

9.2.1. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

9.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and

expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 9.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4. **Compliance**

- 9.4.1. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- 9.4.2. A Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10.

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DIRECTOR OF SOLID WASTE , AT 352-548-1282, SCP@ALACHUACOUNTY.US, 5620 N.W. 120th LANE, GAINESVILLE, FLORIDA 32653

10. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "A"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**.

11. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

12. Laws & Regulations. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

13. Indemnification.

13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employee's agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

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

14. Assignment of Interest. The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

15. Successors and Assigns. The County and Contractor each bind the other and their

respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
22. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This Agreement may be executed in any number of and by the different

parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

28. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: [Signature]

, Chair

Board of County Commissioners

Date: 11/16/2017

ATTEST:

[Signature]

Jesse K. Irby II, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)

By: [Signature]

Print: PHILIP PRITCHETT

Title: VP

By: [Signature]

Print: JEFF WOOD

Title: DIRECTOR

Date: 10/27/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

ATTACHMENT A: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

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

COMMERCIAL GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

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

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or Agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

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

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES TO:

Risk Management
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601
dryon@alachuacounty.us
Phone: 352-374-5297
Fax: 352-381-0168
Attn: Darlene Ryon

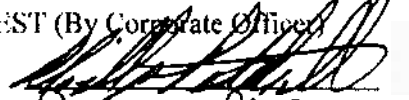
EXHIBIT 1: CERTIFICATE OF INSURANCE

ATTACHMENT B: Certification of Meeting Alachua County Wage Ordinance

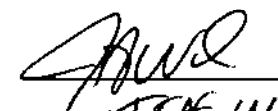
The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Pritchett Trucking, Inc.
Address: P.O. Box 311
1050 S.E. 6th Street
City/State/Zip: Lake Butler, Florida 32054
Phone Number: (386) 496-2630
Point of Contact: Derrick Rudd

Project Description: This Agreement will allow for Pritchett Trucking, Inc. to provide Alachua County's Solid Waste and Resource Recovery Department with Annual Back-Up and Emergency Hauling Services at the Alachua County Transfer Station.

ATTEST (By Corporate Officer)
By: 
Print: PAUL P. PRITCHETT
Title: VP

CONTRACTOR

By: 
Print: JEFF WOOD
Title: DIRECTOR
Date: 10/27/17

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium
Second Floor
12 SE 1st Street
9:00AM

November 14, 2017 BoCC Regular Meeting 9:00AM

Agenda Item #61.

Agenda Item Name:

Agreement with Pritchett Trucking, Inc. for Annual Backup and Emergency Hauling Services -CONTRACT

Presenter:

Sally Palmi, 352-548-1282

Item Description:

Request approval of the Agreement with Pritchett Trucking, Inc. for Annual Backup and Emergency Hauling Services for the Leveda Brown Environmental Park and Transfer Station.

Recommended Action:

Approve the Agreement with Pritchett Trucking, Inc. for Annual Backup and Emergency Hauling Services for the Leveda Brown Environmental Park and Transfer Station.

Prior Board Motions

The County went to Bid for Annual Backup and Emergency Hauling Services at the Leveda Brown Environmental Park and Transfer Station (Bid #17-66) and Pritchett Trucking, Inc. was the only contractor to respond to this Bid. On February 14, 2017, the Board of County Commissioners approved staff to negotiate an Agreement with Pritchett Trucking, Inc.

Fiscal Consideration:

Alachua County is required by a Florida Department of Environmental Protection Permit to remove all waste received at the Transfer Station within 48 hours. If this Agreement is not approved, the County will not be able to comply with this Permit. Amount currently budgeted is \$75,000 in 400.76.7631.534.42.00.

Background:

The Leveda Brown Environmental Park and Transfer Station (LBEP) is a Florida Department of Environmental Protection (FDEP) permitted Transfer Station. The Alachua County Transfer Station hauls approximately 700-800 tons of solid waste per day. This Agreement will ensure that putrescible waste will be removed within the 48 hour time frame allowed by FDEP. The Agreement is effective for a two (2) year period, commencing on the date of execution and continuing through September 30, 2019. The County will have the option to renew this Agreement for two (2) additional two (2) year periods.

The Alachua County Solid Waste and Resource Recovery Department through the Transfer Station, provides