

**AGREEMENT RELATING TO
WASTE SERVICES, LARGE MACHINE MOWING (P.D. 17-18.051)**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3735170, whose principal address is 251 East Johnson Avenue, Pensacola, FL 32514, and whose mailing address is 1765 East Nine Mile Road, Suite 1, #110, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on April 17, 2018, the County issued an Invitation to Bidders (P.D. 17-18.051) seeking a contractor to provide routine large machine mowing and trimming of grassed and vegetated areas on the grounds of the Perdido Landfill; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement, the Agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the initial term and any subsequent renewals, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement on a month-to-month basis for up to an additional six (6) months. The County shall provide written notice of the desire to renew/extend the Agreement thirty (30) days prior to the expiration of the current term. The total duration of this Agreement, including the exercise of all options to renew the term and/or extend on an interim basis, shall not exceed forty-one months.
3. **Scope.** Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Resolicit Escambia County Waste Services Large Machine Mowing at Perdido Landfill, Specification No. P.D. 17-18.051*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** County shall pay Contractor for services in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit

adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned pursuant to a work order may be compensated.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. **Insurance.** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease; and
- (d) Pollution/Environmental Impairment Liability with \$1,000,000 per occurrence.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Environmental
Contractors, Inc.
Attention: Tracy Hayes
251 East Johnson Avenue
Pensacola, Florida 32514

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to: Tracy Hayes, President
1765 East Nine Mile Road
Suite 1, #110
Pensacola, FL 32514

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: *Angie Criley*

By: *Jack R. Brown for JB*
Jack R. Brown, County Administrator

Witness: *Judith H. Witterstater*

Date: *9/19/18*

BCC Approved: *6/21/18*

Witness: *[Signature]*

**CONTRACTOR: GULF COAST
ENVIRONMENTAL CONTRACTORS, INC.**

Witness: *Ky B*

By: *Tracy C. Hayes*
Tracy C. Hayes, President

Date: *9/17/18*

Corporate Secretary

[SEAL]

Seal

Approved as to form and legal
sufficiency,
By/Title: *[Signature]*
Date: *6/8/18*

ATTACHMENT A

SCOPE OF WORK

Scope of Services:

The work specified consists of routine large machine mowing and trimming of grassed and vegetated areas at the Perdido Landfill.

Description:

Contractor to provide typically large machine mowing and trimming service for Waste Services (the Department) during the typical growing season. Work consists of routine mowing and trimming of grass and/or vegetation at Perdido Landfill; along Beulah Road from Kingsfield Road up to and including Range Road; and Gulf Power Road up to the flare with conventional mowing/trimming equipment. Vegetation consists of planted and or natural grasses, weeds and other vegetation within the area to be mowed. The use of specialized equipment or hand labor will be required to perform specific work in certain areas. The Contractor shall furnish a complete proposal of his plan for accomplishing the required work, including a list of the equipment and personnel to be utilized, prior to the execution of the Contract. The Contractor shall also furnish insurance as required by County Resolution R2006-169.

Types of Mowing/Trimming:

Large machine mowing includes the routinely mowed areas of large gently sloped terrain to steep slopes greater or steeper than 3 horizontal to 1 vertical, roadside ditch bottoms, pond berms, front and back slopes of terrace swales. All hand labor required to perform specified work around appurtenances shall be incidental to the type of mowing. Appurtenances shall include but not be limited to groundwater monitoring wells, gas boundary probes, air injection pipes and limits of waste markers. All monitoring wells should be trimmed at a minimum of 4 feet, 360 degrees around each well or cluster of wells. In addition, vehicle access to all groundwater-monitoring wells shall be mowed and/or trimmed at each service cycle.

Frequency of Mowing/Trimming:

The area and limits of mowing and trimming have been previously established and are distinguishable in the field. The Contractor shall mow and trim up to the limits maintained by the Department and around existing appurtenances located within the areas to be mowed. Perdido Landfill is to cut once per month starting in April and ending in October, approximately seven cycles per year.

Extreme weather conditions (wet or dry), which influence vegetation growth, may impact total number of mow and trim cycles per year.

The Department shall determine estimated number of acres to be accomplished within a specified number of calendar days for each site, when to begin each mowing cycle and the total number of cycles.

The Department can submit via fax or phone a request for service at least five days in advance to the contractor when service is needed. Upon receipt of request, contractor is to mobilize within a five working-day period and begin work. Contractor shall provide



PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

sufficient resources to perform mowing and trimming service in a timely manner. Upon completion of service, contractor is to notify landfill designee that service is complete. Department will inspect work and notify contractor if service is satisfactory or if additional work needed prior to payment. Contractor shall submit invoice for payment upon completion of each service cycle.

Equipment:

All mowing equipment shall be equipped with slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor and operating, protective devices on mowers and trimmers to prevent objects from being thrown, and safety devices installed by the manufacturer. Safety devices shall be properly installed and maintained at all times the equipment is in use.

If the Department determines that any equipment is deficient in safety devices, the contractor shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the department. Inspection of the contractor's equipment by the department shall not relieve the contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor will it relieve the contractor of the responsibility to meet the established time for completion of the mowing cycle.

Mowing and trimming equipment shall be maintained so as to produce a clean, sharp cut at all times. The contractor shall furnish sufficient resources to accomplish the work satisfactorily within the specified cycle time.

Method of Operation:

The contractor shall not begin any cutting cycle without notification to the Department. Contractor will be expected to respond and begin work within five working days of notification. Contractor shall notify the Department when a cycle is started and when work is interrupted for any reason. All mowing and trimming shall progress concurrently within the limits of the area to be worked. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. When work by County forces, other contractors or weather conditions prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Department may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

The contractor shall exercise the necessary care to preclude any source of litter by the contractor's operation. All work to be performed during daylight hours.

Quality:

All grass and vegetation shall be cut to a minimum height of six (6) inches. No streaking or scalping shall be allowed in the areas mowed. The height of all grasses and vegetation on slopes or around appurtenances when cut using hand tools shall be cut to the same height and quality as the surrounding mowed area. Negligence by the contractor which results in property damage public or private shall be repaired or replaced by the contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the contractor's invoice for work accomplished during the cycle. The Contractor is not required to remove

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

grass or other vegetation cuttings from the areas mowed or required to rake or pick up the cuttings. The Contractor is responsible for complying with Department's Personal Protective Equipment Policy while performing work for the Department. Policy can be obtained from Waste Services.

Contractor Liability:

Negligence by the Contractor resulting in public or private property damage, and/or injury to persons shall be remedied by the Contractor to the satisfaction of the Department at no additional cost to the Department. Repairs or replacement should be completed prior to the submission of the Contractor's invoice for work accomplished during the cycle.

Final Acceptance for Payment:

Waste Services reserves the right to withhold payment for services if the Department has reasonable doubt as to the integrity of any part of the completed work prior to final acceptance. The Department will not allow payment until the Contractor has remedied the work to the satisfaction of the Department. The Department reserves the right to cancel contract if due diligence is not provided to satisfactorily comply with all requirements of this contract.

Maintenance Schedule for Perdido Landfill

Service	OCT	APR	MAY	JUN	JUL	AUG	SEP
Mow Existing Vegetation	1	1	1	1	1	1	1
Mow Beulah Rd: Kingsfield Rd to Range	1	1	1	1	1	1	1
Mow North Side of Range Road to Gate	1	1	1	1	1	1	1
Mow Gulf Power Road to the Flare	1	1	1	1	1	1	1
Trim Air Injection Pipes	1	1	1	1	1	1	1
Trim Landfill Gas Boundary Probes	1	1	1	1	1	1	1
Trim Surface Monitoring Points	1	1	1	1	1	1	1
Trim Groundwater Wells	1	1	1	1	1	1	1

PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

**SOLICITATION, OFFER AND BID FORM
SUBMIT OFFERS TO:**

**Paul Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager**
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

**Escambia County Waste Services Large
Machine Mowing at Perdido Landfill**

SOLICITATION NUMBER: PD 17-18.051

SOLICITATION

MAILING DATE: April 17, 2018

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CST, April 30, 2018 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

59-3735170

TERMS OF PAYMENT:

Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Gulf Coast Environmental Contractors, Inc.

ADDRESS: 1765 E. Nine Mile Rd. Ste. 1, #110

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 433-1677

TOLL FREE NO.: () N/A

FAX NO.: (850) 435-9326

REASON FOR NO OFFER:

N/A

BID BOND ATTACHED \$ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Tracy Hayes President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

Tracy Hayes
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

BID FORM

Service Performed	Est. Quantity	Unit of Measure	Unit Price	Annual Service	Unit of Measure	Annual Cost
Mow Existing Vegetation	109	Acres	61.00	7	Months	\$0.00 46,543.00
Mow Beulah Road Kingsfield Road to Range Road	6.25	Acres	70.00	7	Months	\$0.00 3,062.50
Mow Gulf Power Road and around Flare	2.25	Acres	70.00	7	Months	\$0.00 1,102.50
Trim Air Injection Pipes	4	Each	15.00	7	Months	\$0.00 420.00
Trim Groundwater Monitoring Wells	24	Each	14.00	7	Months	\$0.00 2,352.00
Trim Landfill Boundary Probes	8	Each	15.00	7	Months	\$0.00 840.00
Total						\$0.00 54,320.00



PD 17-18.051, Escambia County Waste Services Large Machine Mowing at Perdido Landfill

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).

Yes No

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 4/26/18 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number PO1000074466

Occupational License No. 73349

Person to contact concerning this bid:

Name: Scott Hayes OR Kyle Brown

Phone: 850-776-9968 OR 850-776-9712

Email: Kyle@egrecinc.com

Person to contact for emergency service:

Name: Kyle Brown

Phone: 850-776-9712

Email: Kyle@egrecinc.com