

RESOLUTION NO. 22-202

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH WASTE PRO USA, INC., FOR GRIT, RAG AND DEBRIS HAULING AND DISPOSAL, AT UNIT PRICES MORE SPECIFICALLY SET FORTH IN THE BODY OF THE RESOLUTION, AND IN THE ESTIMATED ANNUAL AMOUNT OF \$91,006.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement with Waste Pro USA, Inc., relating to the hauling and disposal of grit, rags and debris from the wastewater treatment plant, at the following unit prices:

10-12 cubic yard roll off container for grit/rags hauling	\$168/ haul
Disposal Tipping Fee—grit/rags	\$84.70/ton
30 cubic yard roll off container for general debris	\$168/haul
Disposal Tipping Fee—general debris	\$41/ton

(for an estimated annual amount of Ninety-One Thousand, Six Dollars (\$91,006), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 25th day of August, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

PCB22-71 WWTF - Grit, Rag & Debris Hauling & Disposal

Thursday, August 11, 2022
2:00PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	SEE ATTACHED PRICE SHEET	BID FORM	DRUG-FREE WORKPLACE	PUBLIC ENTRY CRIMES STATEMENT	E-VERIFY	NON-COLLUSION AFFIDAVIT	CONFLICT OF INTEREST	References	12yd Haul	Per Ton Disposal	30yd Haul	Per Ton Disposal	Liner Option	RESPONSIVE BID/PROPOSAL THE MINIMUM SPECIFICATIONS WERE PROVIDED
1	Hulls Environmental Services	08/11/22 @ 12:35PM (Hand)	X	X	X	X	X	X	X	X	\$215.00	\$90.00	\$215.00	\$90.00	\$38.00	X
2	Waste Pro	08/11/22 @ 1:48PM (Hand)	X	X	X	X	Not Complete	X	X	X	\$168.00	\$84.70	\$168.00	\$84.70	\$115.00	X
3	Coastal Waste & Recycling	08/10/22 @ 1:44PM (DemandStar)	X	X	X	X	X	X	X	X	\$250.00	\$90.00	\$335.00	\$90.00	\$100.00	X
4																
5																
6																
7																
8																
9																
10																
11																

PCB22-71 BID TABULATION PER ITEM

Item #	Description	Unit	Quantity	HULLS		Waste Pro		Coastal Waste & Recycling	
				Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount	Per Unit Bid Amount	TOTAL Bid Amount
1	10 -12 Yard Roll Off Containers for grit/rag hauling	EA	215	\$215.00	\$46,225.00	\$168.00	\$36,120.00	\$250.00	\$53,750.00
2	Grit/Rag Disposal Fee/Ton	TON	600	\$90.00	\$54,000.00	\$84.70	\$50,820.00	\$90.00	\$54,000.00
3	30 Yard Roll Off Containers for General Debris	EA	12	\$215.00	\$2,580.00	\$168.00	\$2,016.00	\$335.00	\$4,020.00
4	General Debris Disposal Fee/Ton	TON	50	\$45.00	\$2,250.00	\$41.00	\$2,050.00	\$45.00	\$2,250.00
	BASE BID TOTAL				\$105,055.00		\$91,006.00		\$114,020.00
5	Option - 6 mil polyethylene liner charge	EA	215	\$38.00	\$8,170.00	\$115.00	\$24,725.00	\$100.00	\$21,500.00
	BASE BID PLUS OPTION TOTAL				\$113,225.00		\$115,731.00		\$135,520.00

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida
 SUBMITTED: Aug. 11th, 2022.

PCB22-71 ITB Grit, Rag and Debris Hauling and Disposal Services

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to provide hauling and disposal services, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

BASE BID:

Item No.	Description	Estimated Quantity	Measure	Unit Price	Extended Price
1	10 – 12 cubic yard roll off container for grit/rags hauling	215	HAUL	\$ 168. ⁰⁰	\$ 36120. ⁰⁰
2	Disposal Tipping Fee – grit/rags	600	TON	\$ 84. ⁷⁰	\$ 50820. ⁰⁰
3	30 cubic yard roll off container for general debris	12	HAUL	\$ 168. ⁰⁰	\$ 2016. ⁰⁰
4	Disposal Tipping Fee – general debris	50	TON	\$ 41. ⁰⁰	\$ 2050. ⁰⁰
				BASE BID TOTAL	\$ 91006. ⁰⁰

ADDITIVE ALTERNATIVE #1

Item No.	Description	Estimated Quantity	Measure	Unit Price	Extended Price
1	6 mil polyethylene Liner Charge – Hauler to provide and install liner for grit/rag containers	215	EACH LINER	\$ 115. ⁰⁰	\$ 24725. ⁰⁰
TOTAL BASE BID PLUS ALTERNATIVE					\$ 11579. ⁰⁰

*Estimated quantities mentioned above is for bid evaluation purposes only. This is estimated monthly average quantity, and actual quantity may be higher or lower depending upon plants usage.

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB City of Panama City Beach, Wastewater Treatment Plant.
3. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or combination of bid and delivery time whichever the City deems to be in his best interest.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

BIDDER:

Waste Pro
 Name of Business
12310 PCB Pkwy, PCB FL 32407
 Address
Twhite@waste.prousa.com
 Email Address

Todd White
 Name of Bidder
850-872-1800
 Phone Number

Todd White
 Signature of Authorized Representative of Firm/Contractor

8-11-22
 Date

[END OF BID PROPOSAL FORM]

REFERENCES

Bidder shall provide a minimum of four (4) references, for which BIDDER is currently providing or previously provided this type of service within the State of Florida.

BIDDER submits the following four (4) professional references of contracts of equivalent size and scope as follows:

1. Client: Hoff Homes Contact: Matt 850-978-2064
 Job Name: Waterseal
 Job Start Date: _____ Job Completion Date: _____

2. Client: Shuckum's Contact: Cindy 850-819-6232
 Job Name: Shuckum's Oyster Bar
 Job Start Date: _____ Job Completion Date: _____

3. Client: DL Harbert Int Contact: Carey Riley 205-532-2597
 Job Name: Tynell Air Force Base
 Job Start Date: _____ Job Completion Date: _____

4. Client: CA Murren and Sons Contact: Andrew Colapso 404-978-7626
 Job Name: Tynell Air Force Base
 Job Start Date: _____ Job Completion Date: _____

**DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO
BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the City for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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



BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES
FORM
SWORN STATEMENT UNDER 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
AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to The City of Panama City Beach

by Todd White

For ITB# PCB 22-71

Whose business address is

12310 Panama City Beach Pkwy
Panama City Beach, FL 32407

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

54-3701285

(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 Section 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 with the United States, including,
but not limited to, any bid, proposal, reply, or contract for goods or services, any lease
for real property, or any contract for the construction or repair of a public building or
public work, involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (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.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any 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 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.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: Todd White

Print name: Todd White

Its: Sales Manager

Sworn to and subscribed before me this 11th day of Aug, 2022

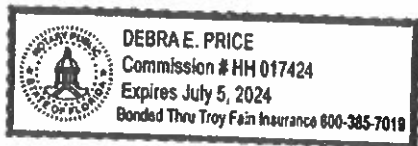
Personally known _____ OR Produced identification ✓ AL DL

Notary Public- State of FL Florida

My commission expires 07/05/2024

Debra E Price Debra E Price

[printed, typed, or stamped
Commissioned Name of Notary Public]



[END OF PUBLIC ENTITY CRIMES]

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Waste Pro

SIGNATURE: Todd White

NAME: Todd White

TITLE: Coastal Region Sales Manager

DATE: 8-11-2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NON-COLLUSION
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Bay

Todd M. Mitchell being, first duly sworn, deposes and says that he is of Sales Manager of Waste Pro, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Todd Mitchell
Affiant

Sworn to and subscribed before me this 11th day of Aug, 2022.



Debra E. Price
Notary Public

Debra E. Price

CONTRACTOR E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF FLORIDA _____
COUNTY OF Bay _____

Authorized Signature
Todd M. White
Printed Name
Sales Manager
Title

Name of Entity/Corporation

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this _____ day of _____, 20____, by

_____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

**GRIT, RAGS and DEBRIS HAULING AND DISPOSAL SERVICES
AGREEMENT**

THIS GRIT, RAGS and DEBRIS HAULING AND DISPOSAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Waste Pro, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide grit, rags and debris hauling and disposal services to the City of Panama City Beach's Wastewater Treatment Facility and Contractor shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB22-71 ITB Grit, Rags and Debris Hauling and Disposal Services.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

- A. As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid prices submitted on PCB22-71 ITB Grit, Rags and Debris Hauling and Disposal Services Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the Total COST per Haul, plus Tonnage as contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s). The unit prices shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the City of Panama City Beach may consider a price change in any of the renewal years based on verifiable changes in the marketplace.
- B. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or

make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of two years with two (2) one-year optional renewals.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

10. CHOICE OF LAW and VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

CERTIFICATION REGARDING LOBBYING

Statement Under Section 287.087, Florida Statutes, On
Preference To Businesses With Drug-Free Workplace
Programs

Public Entity Crimes Statement

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS (FEDERAL)

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20____

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413

ATTENTION: _____
Drew Whitman, City Manager

Fax No.: _____
(850) 233-5108

If to Contractor:

Waste Pro, Inc.

ATTENTION: _____

Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST: THE CITY OF PANAMA CITY BEACH, FLORIDA,
a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager

Exhibit A
Insurance Requirements