

## AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Baler & Compactor Hydraulic Service LLC**, located at 5050 Stepp Ave., Jacksonville, FL 32216, possessing FEIN# 47-2390506 (hereinafter referred to as "SUPPLIER") under seal for the Supply of Standard Size Solid Waste Compactors and Containers, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on December 21, 2021 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #21B-255 - Supply of Standard Size Solid Waste Compactors and Containers, the Offer, Solicitation Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation, and Certificate of Insurance.**

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

**Section 4 – Term.** This Work (defined herein) shall commence upon the last signature date set forth below through December 31, 2023, with an option to renew for two (2) additional one (1) year terms; pending mutual agreement (the "Term"). All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** SUPPLIER shall complete the Work for Project 21B-255, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

**Section 6 – Compensation.** COUNTY shall make payment upon completion of the services as described in Section 2 of this agreement to SUPPLIER under COUNTY's established procedure and according to pricing set below, (the "Agreement Price"). SUPPLIER may request a price increase during the term with a written justification from the manufacturer. A CPI (Consumer Price Index) increase, up to 3%, may also be requested by SUPPLIER, annually, with written justification. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

Description	Unit Price
2 Cubic Yard (CY) Stationary Garbage Compactor	\$17,738.00
40 Cubic Yard (CY) Compact Container	\$12,482.00
20 Cubic Yard (CY) Open Top (Tub Style) Roll-Off Container	\$7,565.00
40 Cubic Yard (CY) Open Top (Tub Style) Roll-Off Container	\$9,832.00

**Section 7 – Assignment.** SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 – Books and Records.** SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marionfl.org](mailto:publicrelations@marionfl.org)**

**B. SUPPLIER shall comply with public records laws, specifically:**

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY’s custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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 the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY’s custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.**

**Section 12 – Indemnification.** SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

**Section 13 – Insurance.** As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M.

Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- 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.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

#### COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

#### BUSINESS 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.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Section 14 – Independent Contractor.** In the performance of this Agreement, SUPPLIER will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.095, F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for at least one (1) year after the date of termination.
- h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 20 – Force Majeure.** Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as



reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

**Section 21 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 22 – SUPPLIER Conduct.** These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER’s employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER’s work or at the SUPPLIER’s express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

**Section 23 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

**Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
  - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
  - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
  - b. Engaged in a boycott of Israel.

- B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
  2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
  3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
    - c. Been engaged in business operations in Cuba or Syria; or
    - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
  4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
    - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
    - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
    - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
  2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

**Section 26 – Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

**Section 27 – On-Going Compliance.** The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

**Section 28 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – SCOPE OF WORK.**

**Section 29 – Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER:           Baler & Compactor Hydraulic Service LLC  
                          d/b/a, BC Hydraulic Service  
                          5050 Stepp Ave., Jacksonville, FL 32216  
                          CONTACT PERSON: | Phone: 904-432-1210

COUNTY: Marion County Solid Waste  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: bchdraulicservice@gmail.com and bchdraulicsales@gmail.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

G. C. Harrell 12/21/2021  
GREGORY C. HARRELL, DATE  
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Carl Zalak III 12/21/2021  
CARL ZALAK III DATE  
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: December 21, 2021  
21B-255| Supply of Standard Size Solid Waste Compactors and Containers

AND LEGAL SUFFICIENCY

Matthew G. Minter 1/3/2022  
FOR MATTHEW G. MINTER, DATE  
MARION COUNTY ATTORNEY

WITNESS:

Norma Sands  
SIGNATURE  
Norma Sands  
PRINTED NAME

BALER & COMPACTOR HYDRAULIC SERVICE LLC, D/B/A BC HYDRAULIC SERVICE

Kenzo Kawasaki 12/27/2021  
BY: DATE  
Kenzo Kawasaki  
PRINTED:  
PRESIDENT / MANAGER / OWNER  
ITS: (TITLE)

WITNESS:

Lisa Tolosi  
SIGNATURE  
Lisa Tolosi  
PRINTED NAME



## 21B-255 Supply of Standard Size Solid Waste Compactors and Containers EXHIBIT A- SCOPE OF WORK

This scope of service is to provide specifications for the purchase of 2 Cubic Yard Stationary Garbage Compactors, 40 Cubic Yard Garbage Compactor Receiver Roll-Off Containers, 20 Cubic Yard Open Top Roll-Off Containers, and 40 Cubic Yard Open Top Roll-Off Containers. Pricing provided shall include the freight and delivery charges that may be associated with the units. Suppliers are required to follow all specifications as provided. Specifications for each unit type are provided below:

All orders (containers and compactors) are to be shipped and delivered to: Baseline Landfill & Recycle Center – 5601 SE 66<sup>th</sup> Street, Ocala, FL 34480. Supplier will communicate with the project manager on delivery date.

### 2 CUBIC YARD (CY) STATIONARY GARBAGE COMPACTOR UNITS:

**Material Standards:** The body of the compactors shall be fabricated from commercial quality sheet steel.

**Safety Standards:** Compactors must be in compliance with all applicable OSHA standards.

#### 1. FRAME CONSTRUCTION SPECIFICATIONS:

- a. Floor to be ½ inch thick and sides are to be ¼ inch thick.
- b. A container guide must be provided with the compactor unit.
- c. An angel iron frame is to be welded on the sides of the mouth of the compactor so that when the compactor box attaches to it, there are no gaps on the sides. These are to be provided by the vendor and installed at the time of installation of the unit.

#### 2. ELECTRICAL AND HYDRAULIC MOTOR SPECIFICATIONS:

- a. 15 Horse Power Weg motors, ¾ inch shafts and pumps 220/480 volt (3 phase) or County Approved equal.
- b. Power unit should be mounted on top of the compactor.
- c. Advanced full warning light(s).
- d. Compactor to include three phase power unit with cable.
- e. Four button push station (start, key lock start, reverse, emergency stop) on one side of the compactor.
- f. Three button push station (start, reverse, emergency stop) on the opposite side of the compactor.
- g. All start buttons to be wired to provide a continuous cycling service only when engaged, the ram should run in and out with the cycle complete in the open position.
- h. Push button station should be mounted on each side of the compactors, above the ram, before it compacts.
- i. Twenty gallon minimum hydraulic oil reservoirs.
- j. All valves shall be rated 3,000 PSI.
- k. Maximum ram force should be 55,000 lbs.
- l. Six-inch diameter cylinder.
- m. UL (United Laboratories) or ETI (Electro Test Inc.) certified.
- n. The maximum cycle time shall be 56 seconds.
- o. The ram must ride on a wear pad, or must have a guide as needed.
- p. Paint – Compactors shall be scraped, ground and free of sharp edges. All surfaces to be thoroughly cleaned and primed with one coat of Kern-Flash E61A 700 Low V.O.C. primer or equivalent, followed by one coat dark green or equivalent paint; standard colors only.
- q. Decals must be in compliance with all safety regulations.
- r. Compactor must be equipped with a Multi-cycle timer – PSI VERSA PAK or County Approved Equal.
- s. Compactor must be equipped with a corded remote for the power pack.

### 40 CUBIC YARD (CY) COMPACTION CONTAINERS – (276 inch long, 96 inch wide and minimum 102 inch height)

1. FLOOR – 3/16 inch steel plate.



2. UNDERSTRUCTURE – 3-inch structural channel with 12-inch centers.
3. RAILS (Outside) – 2-inch x 6-inch x ¼ inch structural tubing with 1/2 –inch wear strips with solid steel fronts, with 4-inch x 8-inch fully welded railing supports for 22 ½ foot gussets. (The railing is to guide the box up on to the truck needs to be welded to each support and then gusset plates to give it more support.)
4. REAR CORNER POST – 10-inch wide formed channel
5. VERTICAL POST – 5-inch structural channel per foot. No straps are needed.
6. FRONT – 3/16 inch steel plate, with 2, 5-inch x 6.7 channel vertical support posts and a push plate.
7. FRONT HOOK – 1 inch plate shall be welded through the floor to a 3/8 inch thickness steel plate on a 10 inch x 10 inch hook plate.
8. FRONT TAB/GROUND ROLLERS – 8 inch diameter heavy wall pipe, 4.5 inch O.D. machined casting with a machined 1 C.R. axle with recessed grease fittings.
9. SIDES – 3/16 inch steel plate tapered construction, fully gusseted at the vertical post.
10. REAR DOOR – 3/16 inch steel plate with a 4 inch x 3 inch x 3/16 inch angle. The compactor opening is framed by 6 inch x 4 inch x 3/8 inch structural angle to fit over the compactor bezel. Five inch structural channels are used for the vertical framing.
11. HINGES – Minimum of two door hinges. Triple joint with grease fittings: 2 inch flat bar and plate with heavy pipe to accommodate a 1 inch hinge pin. Large surface washers are between the joints for east rear door operation.
12. DOOR LOCKS – Minimum of two door locks. Cam type door locks without linkage and sure lock system. Equip for operation from the driver's side of vehicle.
13. DOOR GUIDE – Plate with a 1 inch solid round guide pin.
14. PAINT – Containers shall be scraped, ground and free of sharp edges. All surfaces to be thoroughly cleaned and primed with one coat of Kern-Flash E61A 700 Low V.O.C. primer or equivalent, followed by one coat dark green or equivalent paint; standard colors only.
15. DECALS must be in compliance with all standard safety regulations.

**20 CUBIC YARD (CY) OPEN TOP (Tub Style) ROLL-OFF CONTAINERS – (22 foot long, 8 feet wide and 42 inch height)**

1. FLOOR – 3/16 inch steel plate with 72 inch wide floor sheets.
2. UNDERSTRUCTURE – 3 inch structural channel on average with 12 inch centers.
3. SIDES – 3/16 inch steel plate with tapered sides, fully gusseted at the vertical posts.
4. RAILS (Inside/Outside) – 3/16 inch tube, one piece main rails 22 ½ foot, with a solid bull nose.
5. REAR CORNER POSTS – Minimum 3 inch by 6 inch structural tubing.
6. PULL HOOK – Front and rear ½ inch plate welded through floor to a hook plate (Lifetime Guarantee)
7. FRONT TAB/GROUND ROLLERS – 4 inch heavy wall pipe x 4 inch machined casting nose rollers with 1C.R. axle. With recessed grease fittings and bull nose support for each roller to withstand abuse.
8. FRONT GROUND ROLLERS – 4 inch heavy wall pipe x 4 inch long on 5/8 inch thick wheel mounts, with grease fitting from ground roller, must not extend more than the width of the container. (Industry standard is 8" x 8")
9. REAR GROUND ROLLERS – 4 inch heavy wall pipe x 4 inch long on 5/8 inch thick wheel mounts with grease fitting. (Industry standard is 8" x 8")
10. DOOR – 3/16 inch steel plate, 3 inch x 3 inch x 3/8 inch tubing with three vertical support posts.
11. DOOR HINGES – Minimum of two hinges per container. Triple joint hinges with grease fittings on 5/8 inch flat bar supported by 3/8 inch structural pipe bearing surface.
12. DOOR LOCK ASSEMBLY – Slam lock, sure lock system with driver's side operation. Ratchet locking system safety lock.
13. DOOR GUIDE – Full tailgate seal required.
14. PAINT – Containers shall be scraped, ground and free of sharp edges. All surfaces to be thoroughly cleaned and primed with one coat of Kern-Flash E61A 700 Low V.O.C. primer or equivalent, followed by one coat dark green or equivalent paint; standard colors only.
15. DECALS must be in compliance with all standard safety regulations.

16. VERTICAL POSTS – Two in the back, One in the middle of the door, 1 on each side and Two in the front (2x6 steel box tubing)

**40 CUBIC YARD (CY) OPEN TOP (Tub Style) ROLL-OFF CONTAINERS – (22 foot long, 8 foot wide and 84 inch height)**

1. FLOOR – 3/16 inch steel plate.
2. UNDERSTRUCTURE – 3 inch structural channel with 12 inch centers.
3. SIDES – 3/16 inch steel plate with tapered sides, fully gusseted at the vertical posts.
4. RAIL (Outside) – 2 inch x 6 inch x ¼ inch structural tubing with solid steel fronts, with 4 inch x 8 inch fully welded railing supports for 22 ½ foot gussets.
5. REAR CORNER POSTS – 10 inch wide x formed channel.
6. VERTICAL POST – 5 inch channel per foot.
7. FRONT – 3/16 inch steel plate with two, 5 inch by 6.7 inch channel vertical support posts and a push plate.
8. FRONT HOOK – 1 inch plate shall be welded through the floor to a 3/8 inch thickness on a 10 inch x 10 inch hook plate.
9. FRONT TAB/GROUND ROLLERS – 8 inch diameter heavy wall pipe, 4 inch O.D. machined casting with a machined I.C.R. axle with recessed grease fittings. (Industry standard 8" x 8")
10. REAR DOOR – 3/16 inch steel plate with 4 inch x 3 inch x 3/16 inch angel. Five inch structural channels are to be used for the vertical framing.
11. HINGES- Minimum of two door hinges. Triple joint with grease fittings: 2 inch flat bar and plate with heavy pipe to accommodate a 1 inch hinge pin. Large surface washers are between the joints for easy rear door operation. Hinges shall be places on driver's side of the containers.
12. DOOR LOCKS – Minimum of two door locks. Cam type door locks without linkage and sure lock system. Door locks shall be located on the passenger side of the container.
13. DOOR GUIDE – Plate with a 1 inch solid round guide pin.
14. PAINT – Containers shall be scraped, ground and free of sharp edges. All surfaces to be thoroughly cleaned and primed with one coat of Kern-Flash E61A 700 Low V.O.C. primer or equivalent, followed by one coat dark green or equivalent paint; standard colors only.
15. DECALS shall be in compliance with all standard safety regulations.
16. VERTICAL POSTS – Two in the back, One in the middle of the door, One on each side, and Two in the front (2x6 steel box tubing).