

CONTRACT FOR YARD WASTE PROCESSING

This contract entered into on this date January 10, 2000, by and between Nassau County Board of County Commissioners (County) (herein after referred to as "County"); and Myers Tractor Service (herein after referred to as "Company"). The parties agree as follows:

Scope of Work

Company shall provide all equipment and personnel required to process vegetative yard waste into a usable mulch. All sizes of incoming yard waste will be processed under this agreement including stumps, limbs, and wood debris from trimming operations. All equipment utilized on this project will be delivered to and from and transported between each site by Company solely at its cost. In the event that contaminants such as rock, buck, metals, concrete, plastic, dirt, etc. is present in the material to be processed, every effort will be made to remove them before or during processing. They will be separated at each site for disposal by the County.

All processing to be done on an "On Call" basis with a minimum of 10 working days notice being given by the County before work is scheduled to begin. In the event of an emergency or a natural disaster, Company shall respond to the County's request for services immediately. Prior to beginning processing, the County shall submit to Company all incoming scale weights (tonnage) for all yard waste to be processed that was received at the Site since the last time such material was processed. Company and the County shall agree to the weight present to be processed. This weight shall be used to invoice the County for processing services, including the weight of all yard waste received and processed while Company is processing the Site.

In the event that incoming scale weights are not available; prior to beginning processing, the County and Company shall measure the accumulated yard waste piles in order to determine Cubic Yard measurement for billing purposes. The method of measurement will be based on determining the length, width, and average height of each pile of material in feet, multiplying these numbers, and dividing by 27 cubic feet per yard. The resulting number will determine the cubic yards of material to be processed and this number will be used by Company for billing purposes. Material will not be compacted with machinery at the landfill prior to measurement.

Company shall submit an invoice to the County within 10 days after completion of the processing of all accumulated yard waste material at the site. The invoice shall contain the dates the material was processed, the measured volume as determined by the above method and the amount owed for the service based upon the prices listed below. The County shall pay Company for these services based on this invoice within 30 days of receipt of the invoice.

Price per Ton (As determined by the above Weight method) \$6.95

OR

Price per Cubic Yard (As determined by the above Cubic Yard method) \$1.60

Terms of Contract

The contract is for the remainder of this year terminating September 30, 2000 with two (2) one-year renewal options with the written agreement of both parties. Said renewals must be executed at least thirty (30) days prior to September 30, 2000. Either party may terminate this agreement by giving 30 days written notice.

Disputes

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

Indemnification

Company shall indemnify, defend and hold harmless County and its respective officers, directors, employees and agents, from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorneys' fees, arising under federal, state or local laws, regulations or ordinances relating to protection of the environment, or resulting from injury (including death) to the person or ordinances relating to protection of the environment, or resulting from injury (including death) to the person or damage to or loss of the property of anyone (including County and Company, and employees or County and Company) arising out or in connection with the processing of the yard waste by Company; provided, however, that such indemnification shall not apply to claims for loss, damage, injury or death if caused by the sole negligence of County.

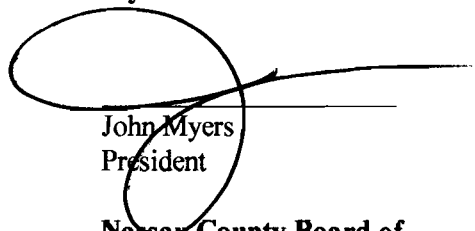
Company shall be responsible for and shall pay or reimburse County for any and all expenses incurred by County as a result of breaches by Company of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by Company.

Company shall maintain in full force and effect throughout the term of this contract the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 Combined single limit
Automobile Liability	\$1,000,000 Combined single limit

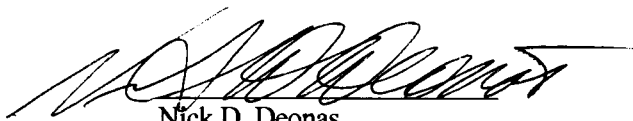
All insurance will be by insurers authorized to do business in the State of Florida. Prior to Company being allowed on landfill premises, Company shall provide County certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to County.

Myers Tractor Service



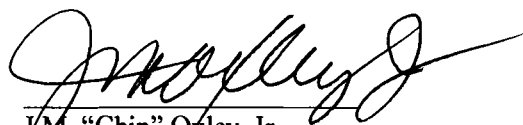
John Myers
President

**Nassau County Board of
County Commissioners**



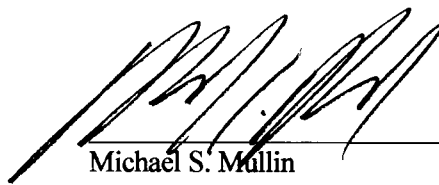
Nick D. Deonas
Chairman

ATTEST:



J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved As to Form:



Michael S. Mullin
Nassau County Attorney