

**AMENDMENT TO
CONTRACT FOR YARD WASTE PROCESSING**

This Contract entered into on the 11th day of June, 2003, by and between the Board of County Commissioners of Nassau County, Florida, (hereinafter referred to as "County"), and Sandhill Recycle Center, Inc., (hereinafter referred to as "Company").

WHEREAS, the County has recently been cited by the Florida Department of Environmental Protection for storing vegetative matter at the Bailey Road Camp location; and

WHEREAS, the County does not want to utilize landfill space for vegetative matter; and

WHEREAS, it is in the best interest of the citizens of Nassau County, Florida that the parties enter into this amendment.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached contract for yard waste processing is hereby renewed for the period set forth pursuant to the terms of the contract. The contract shall terminate September 30, 2004, with one two-year renewal options with the

written agreement by both parties. Said renewals must be executed at least thirty (30) days prior to September 30, 2004. Either party may terminate this agreement by giving thirty days written notice.

2. The contract is amended to provide that the county may transport vegetative yard waste to the Company's recycle location and the Company shall charge the County \$7.50 per ton.
3. All other terms and conditions of the existing contract remain in full force and effect.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

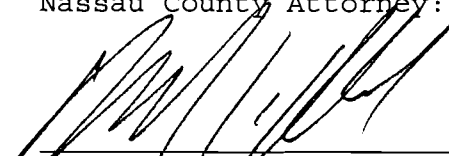


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



VICKIE SAMUS
Its: Chairman

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SANDHILL RECYCLE CENTER, INC.



JOHN MYERS
Its: President

CONTRACT FOR YARD WASTE PROCESSING

This contract entered into on this date February 12, 2001, by and between Nassau County Board of County Commissioners (County) (herein after referred to as "County"); and Sandhill Recycle Center, Inc. (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 a "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 service based on this invoice within 30 days if receipt of the invoice.

Price per Ton (As determined by the above Weight method)	\$7.50
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OR

Price per Cubic Yard (As determined by the above Cubic Yard method)	\$1.75
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Terms of Contract

The contract is for the remainder of this year terminating September 30, 2001 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, 2001. 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 holds 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.

Sandhill Recycle Center, Inc.




John Myers
President

**Nassau County Board of
County Commissioners**




Mariane Marshall
Chairperson

ATTEST:



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

Approved As to Form:



Michael S. Mullin
Nassau County Attorney

CONTRACT SIGN OFF

PROJECT NAME Yard Waste Processing

PROJECT # _____

VENDOR Sandhill Recycle Center

ADDRESS 2424 Russell Road
Fernandina Beach, FL 32034

CONTRACT AMOUNT \$7.50 per ton

DATE REC'D _____

FUNDING SOURCE: 70368590
70358590-549311

DATE TO PUBLIC WORKS DIRECTOR _____

REC'D PWD _____

DATE TO P.W. CONTRACT MGR _____

REC'D PWCM _____

DATE TO COUNTY COORDINATOR _____

REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 5-28-03

REC'D CO. ATTY _____

DATE TO CLERK 5-28-03

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE 6/2/03

CLERK _____

DATE 6/3/03

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____



SandHill Recycle Center

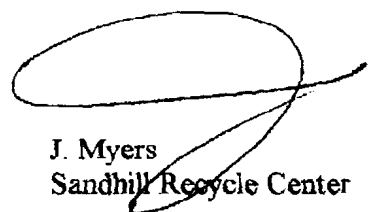


July 1, 2003

TO: Board of County Commissioners

RE: Debris Removal from Bailey Road Yard, Hilliard Yard and Sandhill Yard

Loader	\$85 per hour
Trucks – Demo Trailers	\$65 per hour
Roll-Offs	



J. Myers
Sandhill Recycle Center

JM/sl

2500 County Rd 108 • Yulee, FL 32097 • Phone: (904) 225-2801 • Fax: (904) 225-2316

11:09 The County Attorney provided an update on interim measures to address concurrency review services that could be performed by the Northeast Florida Regional Council in the amount of \$800 per study and \$50 per hour should more than the initial study be required, which is more than currently charged in the development review process. The Board reviewed some options, and it was moved by Commissioner Marshall and seconded by Commissioner Acree to move the recommendation of Chairman Samus to declare an emergency and authorize the Clerk and County Attorney to contact engineering firms for prices to supply traffic concurrency determinations and bring back this item for further consideration. The Development Review Coordinator suggested the Board to consider utilizing the Planner I for gathering the initial data and work in concert with whomever the Board chooses to make the final concurrency determination. The vote on the motion carried unanimously.

11:12 Ms. Jackson reported that there are approximately seven projects and eight site plans currently under consideration that require traffic concurrency review.

11:13 Upon the request of the Clerk, it was moved by Commissioner Marshall to authorize Myers Tree Service to haul and dispose of debris and tree limbs from the Sandhill

and Bailey Road yards. Following discussion of a funding source, the motion was amended to expend funds from Reserves. Commissioner Acree seconded the motion and the vote carried unanimously. The group noted the need for immediate action, and the County Attorney reported that he will apply for registration with the Department of Environmental Protection which will allow for placement on a particular location for a specific amount of time.

11:17 Following discussion of a funding source, it was moved by Commissioner Marshall, seconded by Commissioner Deonas and unanimously carried to pay CSX invoices in the amount of \$116,559 utilizing the Old Dixie Highway County Transportation Fund, Budget Transfer No. 55, for Rebuilding the crossing at Old Dixie Highway at 115 milepost (2); road improvement at crossing of CR108; and rehabilitate Ratliff Road Crossing (3); and readdress the Old Dixie Highway account during the next budget cycle. Chairman Samus suggested to budget funds in the future to address these issues.

11:22 The Clerk requested the Board to address outstanding change orders related to construction of the Public Services Building for which the contractor is entitled payment. Commissioner Marshall requested the Clerk to provide the total cost of the building to date. Mr.

May 22, 2003
2:30 PM

An advertised negotiation session was held this 22nd day of May 2003 at 2:30 PM with Mr. Johnny Myers of the Sandhill Recycling Center to discuss disposal of the county's yard waste at the Sandhill recycling Center facility. Present were: J. M. "Chip" Oxley, Jr., Ex-Officio Clerk; Johnny Myers; and Joyce Bradley, Recording Secretary.

The Clerk stated that the yard waste has been piling up at the road yards and stated that the county has directed that he negotiate with Mr. Myers for a per ton price for the yard waste.

Mr. Myers inquired if the waste would be brought to his facility. The Clerk stated that this was his understanding stating that it would be delivered to the site and brought through his scales, from both sides of the county.

Mr. Myers stated that the price is \$7.50 per ton. Mr. Myers stated that he currently has a contract with Nassau County at \$7.50 per ton to go grind it on site at the landfill.

Mr. Myers stated that if DEP will give permission to store it at Bailey Road, for instance, his company can go in with tractors and pick it up.

The Clerk stated that he understood that the permit was being applied for for the Bailey Road and the road camp in Hilliard to store temporarily.

Mr. Myers stated that, for the City of Fernandina Beach, they carry it to their yard and his company goes quarterly to pick it up and take it to Sandhill and they pay for the loader time and the grinding time and truck time. Mr. Myers stated that, for the county, it would be cost effective for the county to carry anything that is close to the Sandhill Recycle Center to carry it there. The Clerk stated that it would depend on where the crews are working.

Mr. Myers stated that his facility is in the center of the county.

The Clerk inquired that if the county wanted some debris picked up, if Mr. Myers would give a per ton price for that also. Mr. Myers stated that he would have to go get back with the Clerk on the calculations for hauling.

Mr. Myers inquired about the trucks that would be hauling and inquired if they had truck numbers. The Clerk stated that the trucks were numbered and bill on a monthly basis. Mr. Myers stated that he could give the driver a ticket. The Clerk stated

that the driver could take the ticket back to the yard. Mr. Myers stated that the ticket is signed, but inquired if it were necessary to obtain driver license information. The Clerk stated that would not be necessary, as a copy of the ticket would be available from Sandhill Recycling Center.

Mr. Myers stated that the hours of operation of the facility are 7 AM to 5:00 Monday through Friday and 8 AM to 4 PM on Saturday.

The yard waste facility can remain open longer if necessary, but DEP must be notified if this were necessary. The Clerk stated that he felt it would be on rare occasions to extend the hours of operation on Saturday.

Mr. Myers stated that he has been contacted by private individuals that desire to use his facility to dump and inquired if it would be possible to allow them to do that at his price. The Clerk stated that of the \$45 annual landfill fee, the citizen can dump free at the landfill and stated that he did not know of a way to separate that and charge it and pay for it. The Clerk stated that the county needs to make some decisions within the next year or so regarding landfill operations.

The term of the agreement with Sandhill Recycle Center shall be three years with a termination period of 90 days. Mr. Myers also requested a stipulation regarding consideration for any major changes in permitting with DEP. Said contract to be prepared by the County Attorney and placed on the June 11 agenda for the Board's consideration. The contact for the contract shall be Butch Hartman, interim Road and Bridge Supervisor. A draft of the contract shall be provided to Mr. Myers for his review prior to its consideration by the Board.

Reserve for Cont CT -

03999599 - 599001

Cap up to 25,000

Call Susan

261-3

