

CONTRACT FOR YARD WASTE PROCESSING

This Contract entered into on the 9th day of February 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Sandhill Recycle Center, Inc., (hereinafter referred to as "COMPANY").

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

SCOPE OF WORK:

Company shall provide all equipment and personnel required to process clean, green, untreated wood 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 the County shall 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 materials 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 will submit an invoice to the County within ten (10) days after completion of the processing of all accumulated yard waste material at the site. The invoice shall contain the dates the materials 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 thirty (30) days of receipt of the invoice.

Price per Ton (as determined by the above Weight Method)

\$12.50 *

OR

Price per Cubic Yard (as determined by the above Cubic Yard Method)

\$3.00 *

* Subject to the Exceptions and Clarifications to Yard Waste Processing Bid as Submitted by Company and attached hereto as Exhibit "A".

TERMS OF CONTRACT:

The Contract is for the remainder of this year terminating September 30, 2005, 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, 2005. Either party may terminate this agreement by giving thirty (30) days written notice.

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Solid Waste and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Director of Solid Waste or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Solid Waste or his/her designee, and the County Attorney and the County Administrator and the Director of Solid Waste or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant.

Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

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 damage to or loss of the property of anyone (including County and Company, and employees of County and Company) arising out of 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. The liability insurance shall show the County as an additional insured. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to County.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



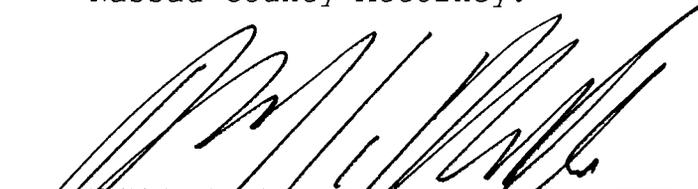
ANSLEY N. ACREE
Its: Chairman

ATTEST:



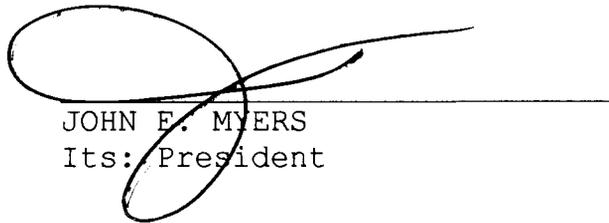
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SANDHILL RECYCLE CENTER, INC.



JOHN E. MYERS
Its: President

EXHIBIT "A"

***EXCEPTIONS AND CLARIFICATIONS TO
YARD WASTE PROCESSING BID***

- 1) ***Price per Ton: \$ 12.50 per ton.*** The tonnage shall be determined by using the West Nassau County Landfill's(Landfill) incoming scale weight(tonnage) for all applicable material(Clean, Green, Untreated Wood and Yard Waste) to be processed that was received at the Landfill since the last time such material was processed.
- 2) ***Price per Cubic Yard: \$ 3.00 per cubic yard.*** If scale weights are not available, the County and authorized representatives of SandHill Recycle Center Inc.(SandHill) will meet and measure the accumulated waste piles to be processed. 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 (Length x Width x Avg. Height) and dividing by 27 to determine the cubic yards to be processed. Material will not be compacted prior to measurement. This number of cubic yards will be used for billing purposes.
- 3) ***Price Per Hour: No Bid***
- 4) ***Flat Rate per Quarter: \$ 12,000.00.*** This rate is for one time only, and is for the grinding of the yard waste accumulated since the last grinding/processing of the defined material. Notice to proceed with the grinding must be received by Tuesday, February 1,2005 for this option to be valid.
- 5) ***Natural Disaster and Emergences:*** If SandHill is awarded the contract for Yard Waste processing we will honor the tonnage rate and the cubic yard rate for grinding/processing off site, waste caused by Natural Disasters. SandHill will accept yard waste at our State of Florida approved yard waste processing facility at the rate of \$15.00 per ton. SandHill is more than willing to consider other services that may be required by the "**emergency clause**" referred to in the specifications, but not defined, but would reserve the right to negotiate if needed.
- 6) ***Notice to Process:*** The County shall provide a minimum of ten (10) calendar days notice before the work is to begin. During this time the parties shall meet to determine the tonnage or volume of material to be processed. The County and SandHill shall agree on the amount to be process.
- 7) ***Billing:*** Our invoice will contain the dates the material was processed, the volume or tonnage as described above and the amount owed for the services. **Payment terms are Two percent discount if paid in Ten Days, Net Thirty Days (2/10, Net Thirty).**
- 8) ***Safety:*** SandHill would request that the County consider closing the processing area to the public during the grinding operation.
- 9) ***Insurance Requirements:*** None were listed in the specifications. We are attaching our proof of insurance, which is on file with the County.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID #
SANDH-1
DATE (MM/DD/YYYY)
12/30/04

PRODUCER
John T. Ferreira Ins., Inc.
500 Centre Street
Fernandina Beach FL 32034
Phone: 904-261-5571 Fax: 904-261-4621

INSURED
Sandhill Recycle Center Inc.
Mr. Terry Lohman
153326 County Road
Yulee FL 32097

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	Bridgefield Casualty Ins Co	10701
INSURER C:	Great American Insurance Co.	16691
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	GEC001078403	01/03/05	01/03/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AEC001078303	01/03/05	01/03/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER 855600	01/03/05	01/03/06	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		Equipment Floater	IMP135019002	01/04/05	01/04/06	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
NASSA63
Nassau County Board of Co. Comm.
Solid Waste
P.O. Box 1010
Fernandina Bch FL 32085-1010

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Halley Channery