

ADDENDUM TO CONTRACT
FOR DISPOSAL OF COUNTY GENERATED
YARD AND LAND CLEARING WASTE

THIS ADDENDUM entered into this 11th day of June, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and **SANDHILL RECYCLE CENTER, INC.**, 153326 County Road 108, Yulee, Florida 32097, (hereinafter referred to as "Company").

WHEREAS, the parties entered into a Contract dated May 11, 2005; and

WHEREAS, the parties desire to amend and extend said Contract.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed between parties that the Contract entered into by the parties on May 11, 2005, shall be amended as follows:

1. The provision under "Terms of Contract" of the attached agreement for Disposal of County Generated Yard and Land Clearing Waste shall be extended for a one (1) year renewal period from May 11, 2007 to May 11, 2008.
2. The Company shall provide its services under this amended contract, as set forth in the original Contract dated May 11, 2005.


3. All other provisions of the Contract dated May 11, 2005, not in conflict with this Addendum, shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
6/11/07 DATE 

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

SANDHILL RECYCLE CENTER, INC.



JOHN E. MYERS
Its: President

CONTRACT FOR DISPOSAL OF
COUNTY GENERATED
YARD AND LAND CLEARING WASTE

This Contract entered into on the 11th day of May 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 the County capacity for disposal of Land Clearing and Yard Waste debris at the Sandhill Recycle Center, located at 153326 County Road 108, Yulee, Florida. The Land Clearing for Yard waste will be accepted processed (chipped) or unprocessed. The Company shall maintain State of Florida certified scales. In case the scales are not functioning, the weight shall be determined by multiplying the rated size of the truck (in cubic yards), by four hundred (400) pounds. [i.e. 12 cubic yard truck x 400 lb. equals 4,800 lbs. Or 2.40 tons] The

driver will be given a copy of the scale ticket which shows the date, tonnage, and transaction number.

Company's operating hours shall be Monday through Friday 7:00 AM to 5:00 PM, and Saturday 8:00 AM to 4:00 PM. All incoming trucks should be at the scale house fifteen (15) minutes before closing. During emergency situations as declared by the state, the hours of operation would be subject to change as approved by the State of Florida Department of Environmental Protection.

The Company's facility shall be closed on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, and 4th of July.

Company will submit an invoice to the County every two (2) weeks for debris received. The invoice shall contain the date, tonnage, and transaction number of each load received. The invoice amount will be based on Fifteen Dollars (\$15.00) per ton as determined by the weight method described above. The Company reserves the right to change the frequency of the invoicing during times of emergencies (i.e. storm clean up). The County shall pay the Company for these services based on this invoice within thirty (30) days of receipt of the invoice.

The Company shall be entitled to an increase in the price if the local, state or federal laws, Rules or

Regulations that govern the operation of Yard and Land Clearing Waste Processing facilities change, and the change causes an increase in the operation cost of the facility. The Company will be required to give the County thirty (30) days written notice of this change and the incremental increase in the price.

TERMS OF CONTRACT:

The Contract is for two (2) years with an optional one (1) year renewal with the written agreement of both parties. Said renewals must be executed at least thirty (30) days prior to the renewal period. 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 Company as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Director of Road and Bridge 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 Road and bridge or their designee and a representative of the Company. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Director of Road and Bridge or his/her designee, and the County Attorney and the County

Administrator and the Director of Road and Bridge or their designee(s) shall meet with the Company'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 Company. 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 Company. The Company 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 and land clearing 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 the County.

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

The 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. The Company shall

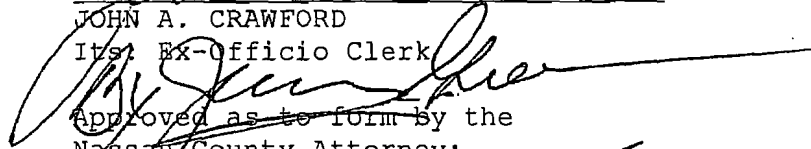
provide the County with certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. The liability insurance shall show the County as an additional insured. Said policies shall not thereafter be canceled, be permitted to expire, or be changed without thirty (30) days advance written notice to County.

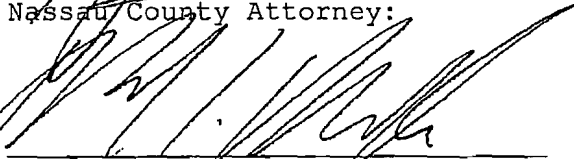
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


ANSLEY N. ACREE
Its: Chairman

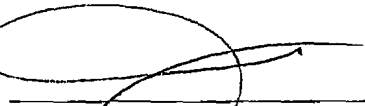
ATTEST:


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

SECOND RENEWAL OF CONTRACT
FOR YARD WASTE PROCESSING

This Second Renewal Contract entered into on the 1st day of October 2006, 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").

WHEREAS, the County and Company entered into a contract on the 9th day of February 2005 for Yard Waste Processing; and

WHEREAS, the original Contract was for a period ending September 30, 2005, with two (2) one-year renewal options with the written agreement of both parties; and

WHEREAS, the County exercised its option for one (1) one-year renewal and the parties entered into a Renewal of Contract for Yard Waste Processing on October 24, 2005; and

WHEREAS, the parties have agreed to renew the Contract for the second one (1) one-year renewal option; and

WHEREAS, the Company has agreed to extend the same terms and conditions of the agreement for another one year period at the same contract price for Yard Waste Processing services.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) 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 a one-year period commencing October 1, 2006 through September 30, 2007, with the following revised rates for processing services:

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

\$18.00 *

OR

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

\$4.00 *

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

2. All other terms and conditions of the existing Contract for Yard Waste Processing remaining in full force and effect.

3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



THOMAS D. BRANAN, JR.

Its: Chairman

Approved 8-14-06

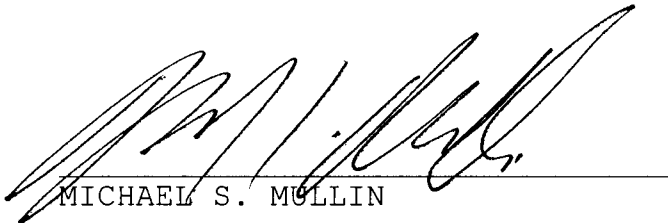
ATTEST:



JOHN A. CRAWFORD

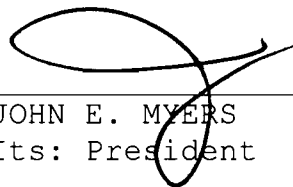
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SANDHILL RECYCLE CENTER, INC.



JOHN E. MYERS

Its: President

RENEWAL OF CONTRACT
FOR YARD WASTE PROCESSING

This Renewal Contract entered into on the 24th day of October 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").

WHEREAS, the County and Company entered into a contract on the 9th day of February 2005 for Yard Waste Processing; and

WHEREAS, the original Contract was for a period ending September 30, 2005, with two (2) one-year renewal options with the written agreement of both parties; and

WHEREAS, the parties have agreed to renew the Contract for one (1) one-year renewal option; and

WHEREAS, the Company has advised the County that due to drastic increases in fuel costs and steel prices, it is necessary to increase the price per ton and the price per cubic yard for Yard Waste Processing.

NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) 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 a one-year period commencing October 1, 2005 through September 30, 2006, with the following revised rates for processing services:

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

~~\$12.50~~ \$18.00 *

OR

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


~~\$3.00~~ \$4.00 *

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

2. All other terms and conditions of the existing Contract for Yard Waste Processing remaining in full force and effect.

3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



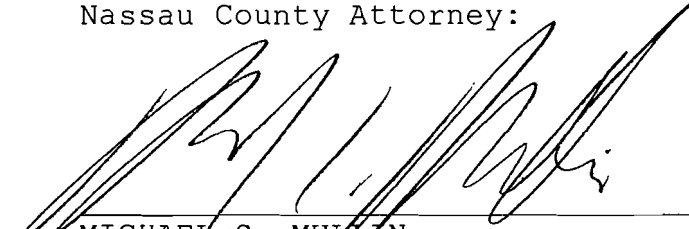
ANSLEY N. ACREE
Its: Chairman

ATTEST:



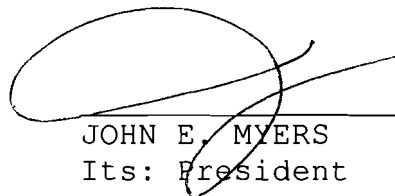
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SANDHILL RECYCLE CENTER, INC.



JOHN E. MYERS
Its: President

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.

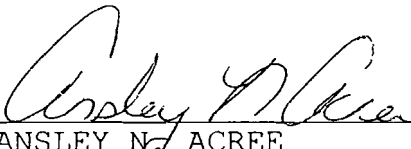
Company shall be responsible for and shall pay or reimburse County for any and all expenses incurred by County as a result of beaches by Company of its obligations hereunder, including but not limited to, fines and cleanup expenses resulting from services performed by Company.

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

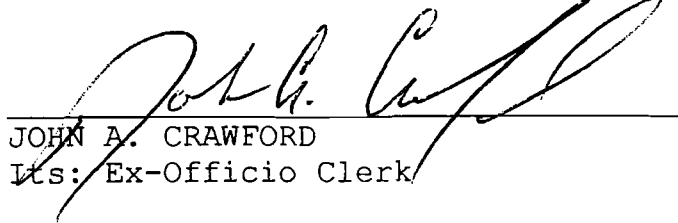
All insurance will be by insurers authorized to do business in the State of Florida. Prior to Company being allowed on landfill premises, Company shall provide County certificates of insurance or other satisfactory evidence that insurance has been procured and is in force. The liability insurance shall 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



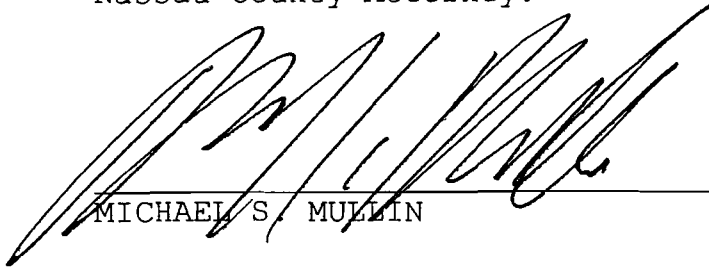
ANSLEY N. ACREE
Its: Chairman

ATTEST:



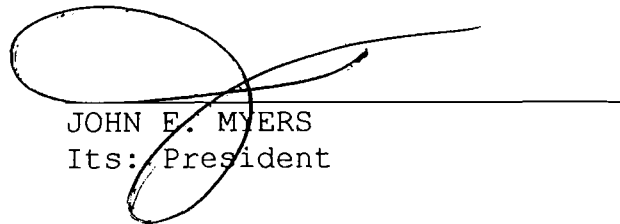
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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.