

Contract Number CM1401  
Bid Number NC08-Q009

**CONTRACT FOR DISPOSAL OF COUNTY GENERATED YARD/LAND  
CLEARING WASTE AND CONSTRUCTION & DEMOLITION DEBRIS**

This contract entered into this 11th day of March, 2009 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.**, 153326 County Road 108, Yulee, FL, 32097, (hereinafter referred to as "Contractor").

**WHEREAS**, the County reviewed quotes received, by 5 p.m. November 21, 2008, for a Request for Quotes for Disposal of County Generated Yard/Land Clearing Waste and Construction/Demolition debris (NC08-Q009); and

**WHEREAS**, Sandhill Recycle Center, Inc. was evaluated to be the most cost effective bidder; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Contractor agree as follows:

**1. Scope of Work:** Contractor shall provide the County capacity for disposal of Land Clearing/Yard Waste Debris.

**1.1** Contractor shall dispose of all yard trash and vegetative waste delivered by the County. The Contractor shall accept the land clearing/yard waste as processed (chipped) or unprocessed.

**1.2** Contractor shall process and recycle construction and demolition debris delivered by the County. Construction and Demolition Debris can include, but are not limited to: construction material, demolition material, concrete, tile products,

drywall, plaster, fiberglass, flooring products, glass, lumber products, plastic, Styrofoam, vegetation, dirt, soil and cardboard.

- 1.3 Contractor shall provide a permitted Class C & D disposal site. All activities by the Contractor will be conducted in full compliance with all applicable Federal, State, and local laws, regulations and guidelines.
- 1.4 Contractor shall be responsible for obtaining any required permits.
- 1.5 Contractor shall measure and record all work performed by providing gate tickets for each truck entering the Contractor's facility, documenting the tonnage of material entering the facility.
- 1.6 The County does not guarantee a minimum or maximum volume of material. The County reserves the right to utilize other disposal services for any and all types of debris.
- 1.7 Contractor shall provide adequate disposal capacity to accommodate all county debris, including debris caused by hurricanes and tropical storms which can impact the tonnages of material that is brought into the facility's processing site. No guarantee is stated or implied.
- 1.8 The Contractor 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.

1.9 Contractor shall be responsible for providing off site beneficial reuse, marketing, resale, and end use of recyclable material.

1.10 Contractor's operating hours are Monday through Friday 7:00 AM to 5:00 PM, and Saturday 8:00 AM to 12:00 PM. All incoming trucks should be at the scale house fifteen (15) minutes before closing. Any changes to normal operating hours, outside of emergency situations, should be provided to the County in writing with two weeks notice prior to change taking effect. 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.

**2. Term of Contract:** The Contract is for an initial three (3) year term with an option to renew the Contract for two additional one (1) year terms. 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) day written notice.

**3. Invoices and Payments:** Contractor shall submit an invoice to the County no less than once a month for debris received. The invoice shall contain the date, tonnage, and transaction number of each load received. The invoice amount for Yard Trash and Vegetative Waste will be based on Eighteen Dollars (\$18.00) per ton as determined by the weight method described in the Scope of Work. The invoice amount for Construction and Demolition Debris will be based on Twenty-Eight Dollars (\$28.00) per ton as determined by the weight method described in the Scope of Work. The Contractor reserves the right to change the frequency of the invoicing during times of emergencies (i.e. storm cleanup). The County shall pay the Contractor for these

services based on this invoice within forty-five (45) days of receipt of the invoice, pursuant to Florida Prompt Payment Act, F.S. 255.0705.

**4. Modifications:** The Contractor 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 Contractor will be required to give the County thirty (30) days written notice of this change and the incremental increase in the price. This Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**5. Disputes:** Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Road and Bridge Superintendent or Contractor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Road and Bridge Superintendent (or their designee), and a representative of the Contractor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Road and Bridge Superintendent (or his/her designee), the County Attorney, and the County Coordinator shall meet with the Contractor's representative(s) within

thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

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, 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 Contractor. 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 Contractor. Contractor 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.

**6. Indemnification:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

**7. Insurance:** The Contractor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

**Workers' Compensation:** The Contractor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim,

\$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto. Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage

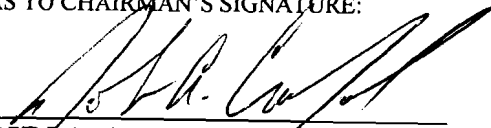
thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

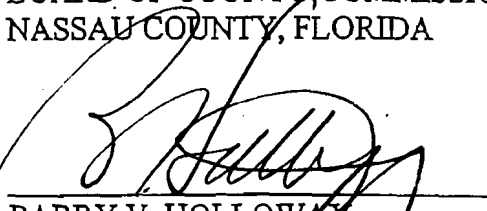
8. Laws Governing this Contract: This contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

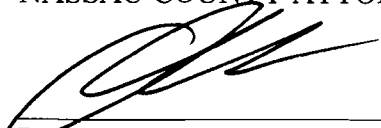
ATTESTATION: ONLY TO AUTHENTICITY  
AS TO CHAIRMAN'S SIGNATURE:

  
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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk *8611 3/13/09*

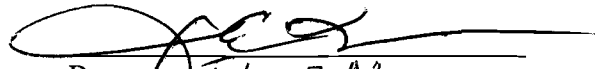
  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chair



APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY

  
\_\_\_\_\_  
DAVID A. HALLMAN

SANDHILL RECYCLE CENTER, INC.

  
By: John E. Myers  
Its: President

STATE OF FL  
COUNTY OF NASSAU

Before me personally appeared, John E. Myers,  
who is personally known \_\_\_\_\_ or produced  
Personally Known as identification, known to be  
the person described in and who executed the foregoing  
instrument, and acknowledged to and before me that he/she  
executed said instrument for the purposes therein  
expressed.

WITNESS my hand and official seal, this 13 day of  
FEB, 2009.

  
\_\_\_\_\_  
Notary Signature

Notary-Public-State of Florida at large  
My

