CS-05-182

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:

Coverage	Minimum limits of Liability
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