

ENVIRO-SYSTEMS CONTROL, INC.

P. O. Box 1561 ● Orange Park, Florida 32067-1561
(904) 272-7900

OPERATIONS MANAGEMENT CONTRACT FOR WASTEWATER OR WATER TREATMENT FACILITIES

THIS AGREEMENT is made and entered into this 30th day of October, 19 86, by and between Board of County Commissioners of Nassau County Jail, hereinafter referred to as "Customer", and ENVIRO-SYSTEMS, INC. of Orange Park, Florida, hereinafter referred to as "ESC."

1. TERMS OF AGREEMENT. The Customer hereby engages ESC to perform the services hereinafter described and ESC agrees to perform such services subject to the terms and conditions of this agreement for a period of (See paragraph 12), commencing on November 1, 19 86, and ending (See paragraph 12), 19 .

2. SERVICES. ESC shall provide operational services for the treatment facilities of the Customer as follows: Operations shall include all adjustments, whether mechanical, chemical or biological, necessary to affect optimum treatment, subject to the limitations of design capability of the facility; maintenance of on-site logs and reports; preparation and submission of monitoring reports; and performance of all operational tests as required for proper plant performance in accordance with the applicable federal, state and local agency permit requirements on the effective date hereof as working conditions permit.

3. LOCATION: The location, type and/or classification of the facility of the Customer to be operated by ESC under this agreement is as follows:

Wastewater Class C and Lift Station Location: Nassau County Jail

Water Class C Location: Nassau County Jail

4. MAINTENANCE. The maintenance of all systems and appurtenances shall be the sole responsibility of the Customer. In order to ensure proper operating conditions, the Customer agrees to maintain all systems and equipment in accordance with manufacturers' specifications. Upon the request of the Customer, ESC will maintain the systems and equipment of Customer and provide the necessary labor and materials required for any repairs on a cost plus basis and such charges shall be billed separately as completed and shall be in addition to any other amounts due under this agreement.

5. SERVICE CHARGES. The monthly service charges of ESC for the operation of the facilities of the Customer are as follows:
\$225.00 per month for three visits per week

6. BILLING. ESC shall invoice the Customer for service charges thirty (30) days in advance and such charges shall be due and payable by the Customer upon receipt.

7. ADDITIONAL SERVICES. ESC will perform the following additional services:

(a) Additional Tests - ESC agrees to advise the Customer of any additional tests which may from time to time be required by any federal, state or local regulatory agency within a reasonable length of time pending notification by the agency. ESC shall further advise Customer of the additional monthly charge for the same and Customer hereby agrees to pay for the same.

(b) Permit Applications - ESC will prepare and submit operational permit applications and renewals to the appropriate agencies as required at a separate charge therefor and such charges shall be billed separately as performed and shall be in addition to any other amounts due under this agreement.

8. ACCESS. The Customer hereby grants ESC, its officers, agents and employees access to all of the treatment facilities to be operated under this agreement.

9. THIRD PARTIES. ESC shall not be responsible for abuse, accident, theft or damage to the facilities or equipment of the Customer due to repairs, or malfunctions due to adjustments by anyone other than an ESC employee. The Customer further agrees to notify ESC in advance and within a reasonable period of time, in writing, of any plant adjustments to be made by any person other than an ESC employee, which adjustments whether mechanical, chemical or biological would affect the operation of the plant in any way whatsoever.

10. NON-PERFORMANCE. ESC shall not be responsible for delays or inability to service caused directly or indirectly by strikes, fires, accidents, embargoes, "Acts of God" or any event beyond its control.

11. BREAKDOWNS. During prolonged breakdowns, ESC will make its best efforts to provide loaner equipment, provided that nothing contained herein shall be construed as an obligation of ESC to provide such equipment.

12. TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice to the other party, except for non-payment. In the event that any payment due under the terms of this agreement is not received within thirty (30) days of the date due, this agreement shall be automatically terminated and ESC shall be relieved of and from all liability and responsibility for the performance of any further services or obligations under this agreement.

13. RENEWAL. The Customer shall have the option to renew this agreement for a one (1) year period upon the expiration hereof, subject to terms and conditions acceptable to ESC.

14. JURISDICTION. This agreement is deemed executed in the State of Florida and shall be construed under the laws of the State of Florida, and jurisdiction as to any controversy shall be in the courts of Duval County, Florida.

15. COLLECTION. In the event that the Customer defaults in the payment of any of its obligations hereunder, Customer agrees to pay ESC reasonable collection costs, including charges of any collection agency or service. If ESC employs the services of an attorney to enforce any of the terms of this agreement, Customer agrees to pay reasonable attorney's fees and court costs incurred by ESC together with interest on all amounts due ESC from such date of default at the highest rate allowed by law.

16. EFFECTIVE DATE. This agreement shall become effective on the date set forth in paragraph 1 upon receipt by ESC of payment of the advance monthly charges specified above.

IN WITNESS WHEREOF the parties hereto have set their hands and seals and executed this agreement in duplicate and each acknowledges receipt of a copy hereof on the day and year first above written.

Nassau County Board of County Commissioners ENVIRO-SYSTEMS CONTROL, INC.

Customer

By: [Signature]

Authorized Agent

By: [Signature]

Thomas D. Ryan, III
President

CONTRACT
ENVIRO-SYSTEMS CONTROL, INC.

P. O. Box 1561 — Orange Park, Florida 32073

Phone (904) 272-7900

BUILDER OR OWNER: Nassau County Sheriff's Department
Board of County Commissioners
ADDRESS: 11 North 14th Street, Box 1
Fernandina Beach, FL 32034
Phone:

DATE: November 11, 1986

LOCATION OF JOB: Nassau County Jail

Legal Description: Lift Station

R E V I S E D

Repair Proposal # 8610-3

SPECIFICATIONS OF JOB

Replace slide rails package, install a trash basket on rails with a manual winch for lifting of pumps and basket. Also included in this proposal is a horn alarm with a larger transformer and the removal of the old comminutor.

We hereby offer to furnish all labor and materials necessary to complete the above described work in a good and workmanlike manner for the sum of Two thousand and no/one hundreds Dollars (\$ 2,000.00) or on a time and material basis, if no sum is indicated,

payable as follows: UPON COMPLETION

The contractor shall not be held responsible or liable for any loss, damage or delay due to causes beyond his control. All equipment and devices installed as a part of this proposal shall be guaranteed for a period of one year from date of completion except as otherwise noted, or in accordance with the manufacturer's warranty. Contractor's liability shall be limited to the replacement of defective parts. The Purchaser hereby waives presentment, protest and notice of protest and all benefit of valuation, appraisal and homestead or other exemption laws, and agrees to pay all expenses incurred in collection, including attorney's fees if placed with an attorney for collection after default. If any installment hereof is not paid when due, the total amount owing hereon shall become immediately due and payable at the option of the holder hereof.

This proposal may be withdrawn by us if not accepted within 10 days from above date. Work to start upon acceptance

ACCEPTANCE: When contract is accepted please sign and return one copy.

The above proposal and terms of payment are hereby accepted and you are authorized to do the work as specified.

Customer James E. [Signature]
SIGNATURE

Respectfully submitted,
Thomas D. Ryan, III
President

Date Signed 10-21-86

By [Signature]

CONTRACT
ENVIRO-SYSTEMS CONTROL, INC.

P. O. Box 1561 — Orange Park, Florida 32073

Phone (904) 272-7900

BUILDER OR OWNER: Nassau County Sheriff's Department
Board of county Commissioners
ADDRESS: 11 North 14th Street Box 1
Fernandina Beach, Florida 32034
Phone:

DATE: October 30, 1986

LOCATION OF JOB Nassau County Jail

Legal Description: Water Treatment Plant

Repair Proposal #8610-2

SPECIFICATIONS OF JOB

Pressure wash, spot blast rusted areas,
re-screen aerator, prime and paint water
treatment plant.

We hereby offer to furnish all labor and materials necessary to complete the above described work in a good and workmanlike manner

for the sum of One thousand five hundred and ^{no} one hundreds Dollars (\$ 1,500.00) or on a time and material basis, if no sum is indicated,

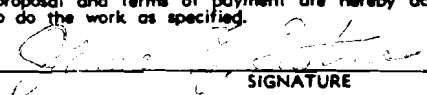
payable as follows: UPON COMPLETION

The contractor shall not be held responsible or liable for any loss, damage or delay due to causes beyond his control. All equipment and devices installed as a part of this proposal shall be guaranteed for a period of one year from date of completion except as otherwise noted, or in accordance with the manufacturer's warranty. Contractor's liability shall be limited to the replacement of defective parts. The Purchaser hereby waives presentment, protest and notice of protest and all benefit of valuation, appraisal and homestead or other exemption laws, and agrees to pay all expenses incurred in collection, including attorney's fees if placed with an attorney for collection after default. If any installment hereof is not paid when due, the total amount owing hereon shall become immediately due and payable at the option of the holder hereof.

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ACCEPTANCE: When contract is accepted please sign and return one copy.

The above proposal and terms of payment are hereby accepted and you are authorized to do the work as specified.

Customer 
SIGNATURE

Respectfully submitted,

Thomas D. Ryan, III
President

Date Signed 10-21-86

By 

can start sand blasting and painting by
 10-27-86.
 Other work as soon as materials
 can be received. (approx. two weeks)

Note: any welding will be furnished by County.

Wayle A. Powell

Materials and Labor: \$1800.00 to \$2000.00
 Sand blast and paint \$1500.00

1. Install Track Basket on Rails with hand crank.
2. Install Horn and larger transformer in control panel.
3. Replace slide rails for lift pumps.
4. Sand blast metal area and paint entire unit.
5. Remove commutator

From: Phone call with Tom Ryan - Enlino-Dyala

ask
 double check
 which approved
 10-21-86