



## Gateway Utility Service Inc.

8892 Normandy Blvd. • Jacksonville, Florida 32205 • Phone: 904-783-1830

October 1, 1991

Ms. Joyce Bradley  
Nassau County Dentention Facility  
P.O. Box 1010  
Fernandina Beach, Fl. 32034  
(904)879-1029



Re: Operation and Analysis of Water and Wastewater Treatment Facilities  
located at: Nassau County Dentention Facility  
A1A & Bobby Moore Circle  
Yulee, Fl. 32097  
Mr. Doyle Powell (904)631-7277

1. Contractor hereby agrees to maintain the referenced facilities as hereinafter described; and keep said facilities in as efficient operation as the condition of the plant permits keeping the owner informed of the conditions that exist, and in a manner that complies with the rules and regulations of the Department of Environmental Regulations insofar as the frequency of on-site operation, herein stipulated, permits.

The frequency of on-site operation is 5/Weekly ; and in all cases excludes Sundays, and all normally observed holidays.

2. Contractor agrees to perform "monthly" laboratory analysis on one set of samples per month in accordance with the analytical procedure acceptable to the Department of Environmental Regulations. Contractor will collect grab samples for this analysis. These analyses include: BOD sample; a T. S. S.; pH and DO on Raw, Final and Air Tank; Settleable Solids to be checked weekly; fecal coliform and TKN when required.

Test results will be forwarded, in duplicate, to DER, on their form, with one copy to the Owner, by the fifteenth of the month following the month in which the tests were conducted.

3. Contractor agrees to perform "daily" analysis and observations as per the Department of Environmental Regulations for "DER - PERM 14-21 Operation Report for Commercial Installations." These are to include all items on this form but applicable only to the days that the contractor is contracted for as per stipulated in Section 1., Paragraph 2 above. Special Notations: (1) Daily Flows will be calculated only where a metering facility acceptable to the contractor exists; (2) Imhoff Cone settleable solids determinations may be made in less than the standard one hour analysis duration, in which cases the time duration will be noted. Results of these analyses and observations will be forwarded in the same manner as per Section 2, Paragraph 2 above.

4. Contractor will supply appropriate lubricants, and will perform all routine equipment lubrications in a timely and correct manner.

5. At no additional cost to Owner, Contractor will effect pump unclogging during the period of normal operation as per stipulated in Section 1, Paragraph 2 above. This includes raw sewage, return sludge, scum return and/or effluent pumps.

However, wet pit suspended, submersible and turbine-type pumps are not included in the aforementioned service, and will be unclogged by Contractor only on an additional cost basis. As noted in paragraph 14.

6. At no additional cost to Owner, Contractor will make routine, necessary, minor adjustments in the following:

- (a) Air Distribution Valving and/or
- (b) Blower running time programming and/or
- (c) Return Sludge and skimmer flow rates and/or
- (d) Pumping station pump cycles and/or
- (e) Chlorinator rate of application.

7. Contractor, at his discretion and on his authority, shall "waste" sludge to the digester, as needed. Contractor shall not be responsible, under this agreement, for costs of final sludge disposal from the digester.

8. Contractor will hose-wash all inside tank surfaces at the water line, using sufficient and accessible water supply and hose permanently installed by the Owner. Where applicable, all non-mechanically cleaned settling tank hopper bottoms will be scraped or squeegee cleaned by the Contractor. The service provided in this section will be accomplished in conjunction with, and at least as often as the days of normal operation delineated in Section 1, above.

9. Contractor will maintain a chlorine supply on site, subject to the limitations imposed by the frequency of operations noted in Section 1, above. Contractor shall maintain and be responsible for the required post-chlorination residual. Chlorine, in the form of Hypochloride / Gas, will be supplied by the Owner.

10. Contractor shall make personal contact with the Owner, or the Owner's agent, whenever the Contractor is on site. Further, whenever, and as soon as possible, Contractor shall make Owner or Owner's agent aware of any malfunction or potential malfunction of the facilities, and/or any other situation or circumstance which may effect the proper operation of the facilities, in whole or in part.

11. Required repairs, maintenance, supplies and/or other expenditures not specifically noted in this agreement may be accomplished and/or supplied by the Contractor, but only at an additional cost to the Owner, and never without the prior approval of the Owner.

12. It is agreed that this is, essentially, a labor contract, only, and that Contractor is obligated to provide no labor or supplies not specifically covered by this agreement.

13. Contractor hereby agrees to furnish the Owner with a certificate of insurance upon request or evidence of coverages for Workmen's Compensation, Public Liability and Auto Liability.

14. Other than the normal plant operations required under this agreement, any request by the Owner for the Contractor to be on-site shall be considered a Service Call, subject to additional compensation to the Contractor, on the following schedule:

- (a) Personnel, with service vehicle, \$23.50 per hour.
- (b) Minimum charge for any one service call shall be \$35.00
- (c) Labor and Materials are charged out on a Cost Plus Basis with thirty percent (30%) added for Profit and Overhead (P & O).
- (d) On larger jobs, or when requested, Proposal Bids will be given before work is done.
- (e) Service call charges will be based on total elapsed time from Contractor's employee (s) departure to his return to the departure point.

15. Contractor agrees to maintain a twenty-four-hour telephone answering service, but the cost of any telephone calls by the Owner to the Contractor shall be borne by the Owner.
16. Owner agrees to keep the facilities in a proper state of repair, and to maintain the grounds and vegetation in the vicinity of the facilities.
17. Owner and Contractor agree that there will be a thirty (30) day waiting period before any price changes can become effective, or before this contract can be voided except in the case of nonpayment.
18. As is standard procedure for Utility Service Companies, your monthly service contract charge will be billed monthly, in advance.
19. All invoices for normal or additional services and/or supplies provided by the Contractor are due and payable upon receipt by the Owner. Such invoices will be considered delinquent if not paid by the Owner within thirty (30) days from the date of the invoice and delinquent charge of 1 1/2% on the unpaid balance per month will be charged. Contractor may institute legal action for collection of amounts not paid within sixty (60) days from the date of the invoice, with legal and/or collection fees agreed to be paid by the Owner.
20. The charge for the above service will be \$495.00 per month.
21. This service to commence on October 1, 1991.

Respectfully submitted as a contract proposal,

Accepted as a contract this

GATEWAY UTILITY SERVICE, INC.

12th day of August, 19 91.

1st. day of October, 1991.

Owner/Purchaser

By:

Lewis G. Parrish

By: Jim B. Higginbotham

Title: President

Title: Chairman

#### ADDENDUM TO CONTRACT

Should there be a conflict between the terms of this contract and the bid specifications utilized for the bidding of this contract, the terms of the bid specifications shall supersede the terms of this contract as written. A copy of said bid specifications are attached hereto.

SPECIFICATIONS  
OPERATIONS AND MAINTENANCE  
WATER AND WASTEWATER TREATMENT FACILITIES  
NASSAU COUNTY DETENTION FACILITY

TERMS: Period of one year with customer's option to renew yearly on anniversary date.

SERVICES: Operations shall include all adjustments, whether mechanical, chemical, or biological, necessary to affect optimum treatment, 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 all applicable federal, state and local agency permit requirements. Other operations will include routine servicing, motors and other components requiring lubricating or adjusting.

LOCATION: Nassau County Detention Facility, Yulee, Florida.

CLASSIFICATION OF LICENSE:

Wastewater: Class C and Lift Station  
Water: Class C

MAINTENANCE: The operator will be responsible for reporting to the owner any maintenance necessary to the water or wastewater treatment facility to ensure proper operation and minimize equipment down time. Maintenance other than described herein will be billed separately and is not a part of this contract.

REPORTS: The operator will be responsible for answering all Department of Environmental Regulation and other inspection reports.

REQUIREMENTS: Operator will be required to make five (5) visits per week, of which one visit must be on the weekend. The operator will be responsible for notifying the owner of the two (2) days of the week in which they will not be inspecting. The two days must not be consecutive.

BREAKDOWNS: Operator is subject to call for repairs caused by breakdowns. Emergencies must be responded to within two (2) hours.

OTHER REQUIREMENTS: Operator will be responsible for cleaning of lift station basket and/or bar screen basket during every visit; for keeping trash from being left on the grounds or on the plant; for keeping the plant washed down when dirty; ordering chlorine for both systems (to be billed separately from this contract); alternate use of retention/percolation ponds to avoid overflows; operator will be required a minimum of one (1) hour spent daily between the two facilities; operator will be required to furnish all tools, equipment, and supplies necessary to fulfill the operating and maintenance requirements; operator will be responsible for placing all trash and debris in an approved plastic bag, sealed and then placed in a closed container which the owner will dispose of. The operator will be required to perform any other duties necessary for the proper operations of both facilities.