

Agreement Between Nassau County and Industrial Water Services, Inc. for Leachate Transportation and Disposal

This contract entered into this date June 23, 1997, by and between Nassau County Board of County Commissioners (County) and Industrial Water Services, Inc. (IWS).

SCOPE OF WORK

IWS will transport, treat, and dispose of non-hazardous leachate water from the Nassau County Solid Waste Landfill located in Callahan, Florida.

The following requirements and specifications will be a necessary part of the total leachate management system at the West Nassau Landfill:

1. Availability - IWS will have the resources available for service six (6) days a week, during normal landfill operating hours. However, some emergency service may be required. If emergency service is necessary, response time during normal working hours will be: If notified by 10:30 a.m., response will not be later than 2:00 p.m.; if notified after 10:30 a.m., response will not be later than 8:00 a.m. the next normal work day. All other times will be within 24 hours of notification.
2. Coordination - IWS will provide a dispatcher at their facility during normal working hours and 2-way communication via C.B. radio between transport vehicles and dispatcher and transport vehicles and landfill office.
3. Minimum Resources - IWS will provide or have available the following resources at no additional charge:
 - a. hoses for connection between storage tanks and transport vehicle, between leachate sumps and transport vehicle, between frac tank and transport vehicle, etc.
 - b. valves for all connections as required
 - c. pumps necessary to remove leachate from collection point to transport vehicle.
 - d. 20,000 gallon frac tank.

e. Vacuum truck

f. a minimum of four fully operational self contained tank transport units.

g. annual sampling in compliance with Florida DEP operating permit requirements and any Federal, State, and local rules and regulations. Annual samples will be taken from the landfill and not from transport vehicles. The first sample will be taken within 30 days of contract commencement.

4. Manifests - IWS will provide a non-hazardous manifest for each load before removal from the landfill.

TERM OF CONTRACT

Contract shall be for a one (1) year period, beginning on the date on which this Agreement shall become fully executed. This contract may be renewed subject to mutual agreement by both parties.

PRICING

County shall pay IWS a unit price of \$0.055 per gallon of leachate actually hauled and received at IWS' facility.

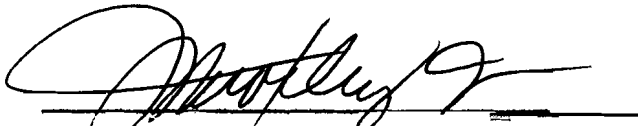
CONDITIONS

All trucks will be manifested as non-hazardous. A copy of each manifest will be signed by a county representative and IWS' assigned driver at the time of pick up. The original copy, signed by IWS at the receiving facility, will be returned to the Landfill. The County will receive a copy of the completed manifest with the invoice for record keeping purposes.

Payment Terms: Net 30 Days.


IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first written above.

ATTEST:



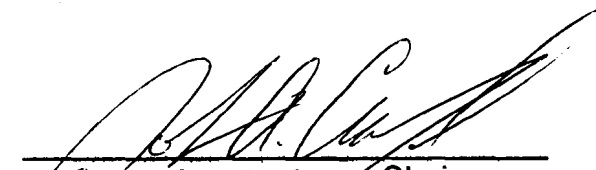
Joseph M. Oxley, Jr. Ex-Officio Clerk

APPROVED AS TO FORM:



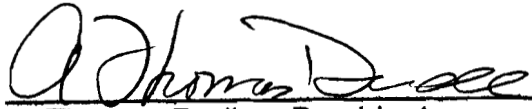
Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS



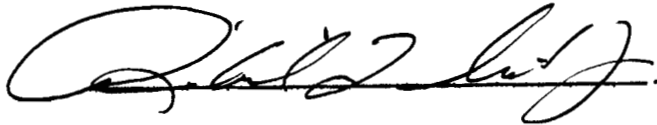
John A. Crawford - Chairman

INDUSTRIAL WATER SERVICES, INC.



A. Thomas Dudley, President

WITNESS:





Nassau County Department of Solid Waste Management

ROUTE 1, BOX 178
CALLAHAN, FL 32011

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make 8 copies

To: Board of County Commissioners
From: Bob McIntyre *Bob*
Subject: Renewal of Leachate Transportation and Disposal Contract
Date: June 16, 1997

Respectfully request the Board to authorize the Chairman to sign a renewal of the Contract with Industrial Water Services, Inc. for the Transportation and Disposal of Leachate from the West Nassau Landfill for one year. The existing contract expires July 22nd 1997. The cost is the same as last year and does not escalate during the term of the contract. Funds for this contract are budgeted in 70341-53111 and 70361-53101.

*Our original
for our files
2 cpy sent to
Secky 6-30-97
1 for her to send to
IWS
1 for her to keep
for her files*

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