

**AGREEMENT**  
**BETWEEN NASSAU COUNTY AND BCX CORPORATION**  
**FOR LEACHATE TRANSPORTATION AND DISPOSAL**

This Agreement entered into this 22nd day of September, 2003, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and BCX Corporation (BCX).

**SCOPE OF WORK**

BCX 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: BCX 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 AM, response will not be later than 2:00 PM; if notified after 10:30 AM, response will not be later than 8:00 AM the next normal work day. All other times will be within 24 hours of notification.

2. Coordination: BCX will provide a dispatcher at their facility during normal working hours and two-way communication between transport vehicles and dispatcher.

3. Minimum Resources: BCX 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 and 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. Semi-annual sampling in compliance with Florida DEPT operating permit requirements and any Federal, State and local rules and regulations. Annual samples will be taken for the landfill and not from transport vehicles. The first sample will be taken within 30 days of contract commencement. Leachate and French drains must be sampled separately.

h. Manifests - BCX will provide a non-hazardous manifest for each loan 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 removed subject to mutual agreement by both parties.

**DISPUTES**

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. 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 from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

**PRICING**

County shall pay BCX a unit price of \$0.065 per gallon of leachate actually hauled and received at BCX facility.

**CONDITIONS**

All trucks will be manifested as non-hazardous. A copy of each manifest will be signed by a county representative and BCX's assigned driver at the time of pick up. The original copy, signed by BCX 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**

BCX shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the Clerk of Courts or his designee in order to establish charges and to enable compensation therefore by the COUNTY of each such invoice within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.


Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

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

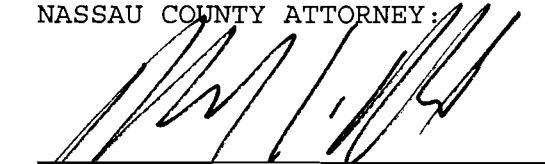
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
VICKIE SAMUS  
Its: Chairman

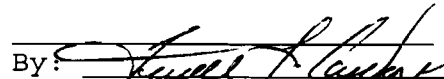
ATTEST:

  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
MICHAEL S. MULLIN

BCX CORPORATION

By:   
Its: President