

Contract No. CM1010-R1

**FOURTH RENEWAL OF THE DAILY COVER
AT THE WEST NASSAU LANDFILL
AGREEMENT WITH GEORGE B. WITTMER ASSOCIATES, INC.**

This Fourth Renewal Agreement entered into this ~~25th~~^{22nd} day of JUNE, 2009 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"), Post Office Box 1010, Fernandina Beach, Florida 32035, and **GEORGE B. WITTMER ASSOCIATES, INC.**, (hereinafter referred to as "GBWA"), whose address is 625 Oak Street, Green Cove Springs, Florida 32043.

WHEREAS, the County and GBWA entered into an agreement on the 27th day of June 2005 for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill located in Callahan, Florida; and

WHEREAS, the original agreement provided for an initial one (1) year period which expired June 26, 2006; and

WHEREAS, the original agreement contained the provision that "this Contract may be renewed subject to mutual agreement by both parties; and

WHEREAS, the parties entered into subsequent one year renewal periods for the period of June 27, 2006 through June 26, 2009; and

WHEREAS, the parties desire to amend and extend said Agreement for an additional one year.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Agreement for Daily Cover at the West Nassau Landfill dated the 27th day of June 2005, is hereby renewed for a fourth one-year period beginning June 27, 2009 and ending June 26, 2010.

2. County shall pay GBWA a unit price of \$2.00 per cubic yard actually hauled and supplied to the West Nassau Landfill.

3. Termination of Agreement

3.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to GBWA. In such event, GBWA shall be paid its compensation for services performed prior to the termination date. In the event that the GBWA abandons this Agreement or causes it to be terminated, GBWA is liable to the County for any and all loss pertaining to this termination.

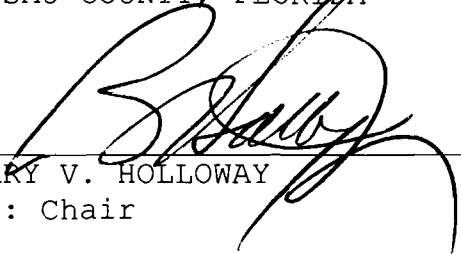
3.2 Default by GBWA: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the GBWA neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for GBWA to cure.

3.3 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

4. All other terms and conditions of the existing Agreement for the transportation, delivery and supplying of daily cover material to the West Nassau Landfill in Callahan, Florida, not in conflict with this Addendum shall remain in full force and effect.



5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



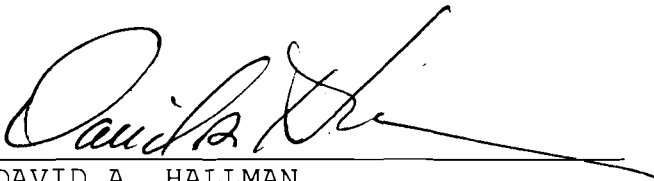
BARRY V. HOLLOWAY
Its: Chair

ATTEST TO AUTHENTICITY OF
CHAIR'S SIGNATURE

JOHN A. CRAWFORD
Its: Ex-officio Clerk 29K 7/2/09

Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN

[See GBWA signature on next page)

George B. Wittmer Associates, Inc.



By: ~~DAVID PERDICK~~ George B. Wittmer
Its: ~~Operations Manager~~ President

STATE OF North Carolina
COUNTY OF Rutherford

Before me personally appeared,
George B. Wittmer, who is personally known or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29th day of
JUNE, 2009.

Victoria H. Coggins
Notary Signature

Notary-Public-State of North Carolina at large
My Commission expires: 10-16-2009

