

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SERVICE AGREEMENT**

This Service Agreement ("AGREEMENT") is made and entered into this 13th day of November 2000 by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("CLIENT") and (CONTRACTOR) **Spectrum Data Solutions**.

In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I - SERVICES

The specific services (the "Services") to be performed by CONTRACTOR on behalf of CLIENT are as described by the attached Technical Specifications. All Services authorized by referencing this AGREEMENT shall be subject to the terms of this AGREEMENT except as otherwise modified in writing by mutual consent.

ARTICLE II - COMPENSATIONS FOR SERVICES

CLIENT shall compensate CONTRACTOR in accordance with the provisions of the attached Cost Schedule. CLIENT agrees to pay all sales, use, excise, gross receipts or other taxes, including any waste fees or taxes, imposed upon the Services rendered by CONTRACTOR; any taxes shall be added to the total compensation due CONTRACTOR.

ARTICLE III - INVOICES AND PAYMENTS

(a) Invoices shall be submitted once a month or upon completion of the Services, whichever occurs first. Invoices shall be due and payable upon receipt. Any unpaid balances shall draw interest at the lesser of one and one half percent (1 1/2 %) per month or the highest rate allowed by law commencing ninety (90) days after date of receipt of invoice. All invoices not contested in writing within ten (10) business days of receipt are deemed accepted by CLIENT as true and accurate and are payable in full.

(b) Invoices shall provide the following information: (i) facility name; (ii) work performance (i.e. field sampling); and (iii) unit cost for work.

(c) All payments should be remitted to the address indicated by the CONTRACTOR in the invoice.

6-18-01
Agreement renewed
for FY 2001-2002

9-30-02
Renewed for
FY 2002-2003

4-9-03
- Approved \$2000. increase
- Authorized Contamination Assessment
Plan - 1# 8,000

2-25-04
Approved
by [signature]

12-15-04
Approved
by [signature]

ARTICLE IV – TERM

- (a) This AGREEMENT shall become effective as of the date of execution and the initial term shall be for 1 year.
- (b) This AGREEMENT shall automatically renew for additional periods of one (1) year unless either party notifies the other, at least sixty (60) days prior to the expiration of the then current term, of its desire to terminate the AGREEMENT.

ARTICLE V - PERMIT ASSISTANCE

CONTRACTOR shall be responsible for identifying all required permits, obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services.

ARTICLE VI COMPLIANCE WITH LAWS AND PROFESSIONAL STANDARDS

CONTRACTOR shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules and regulations. If CONTRACTOR believes compliance with CLIENT's directions could violate applicable professional standards or ethics, or applicable governmental laws, rules or regulations, then CONTRACTOR shall so advise CLIENT. CLIENT and CONTRACTOR shall immediately enter into discussions to arrive at a mutually satisfactory solution.

ARTICLE VII – STANDARD OF CARE

The Services will be performed on behalf of and solely for the exclusive use of CLIENT and for no other project. The Services performed by CONTRACTOR shall be conducted in a manner consistent with level of care and skill ordinarily exercised by members of the engineering and consulting professions in the same locale acting under similar circumstances and conditions. CONTRACTOR may employ such CONTRACTOR's consultants as CONTRACTOR deems necessary to assist in the performance or furnishing of services hereunder.

ARTICLE VIII – DELIVERABLES

All deliverables including, but not limited to, any and all reports and drawings, prepared by CONTRACTOR hereunder shall become CLIENT's property upon payment for CONTRACTOR's Services. CONTRACTOR shall retain copies of all deliverables for its files.

ARTICLES IX – INSURANCE

CONTRACTOR shall maintain during this AGREEMENT, at least the following insurance:

	<u>Coverage</u>	<u>Limits</u>
(a)	Worker's Compensation	Statutory
(b)	Employer's Liability	\$500,000
(c)	Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
(d)	Comprehensive Automobile Liability each occurrence (combined single limit)	\$1,000,000
(e)	Professional Liability	\$1,000,000 any one claim \$1,000,000 aggregate

Prior to commencement of work, the CONTRACTOR shall furnish copies of insurance certificates evidencing it maintains at least the above insurance coverage. NCBC shall be named as additional insured for items (c) and (d) of this ARTICLE.

ARTICLE X – LIMITATION OF LIABILITY TO CLIENT

Except for circumstances caused by the willful misconduct of CONTRACTOR, all claims for damages asserted against by CLIENT, including claims against CONTRACTOR's directors, officers, shareholders, employees and agents, are limited to the greater of (i) fifty thousand dollars (\$50,000); or (ii) the total dollar value of the work. CONTRACTOR is responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by CLIENT as a result of CONTRACTOR's performance or nonperformance of Services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONTRACTOR within one (1) year after completion of the Services with respect to which the claim is made.

ARTICLE XI – CONTRACTOR INDEMNIFICATION OF CLIENT

Except as provided in or limited by Article X, CONTRACTOR shall indemnify and hold harmless CLIENT and its directors, officers, employees and agents from and against any and all

losses, damages, claims, liability and costs and expenses incidental thereto (including costs of defense, settlement and responsible attorney's fees) which any or all of them may hereafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions or willful misconduct of CONTRACTOR in the performance of the Services.

ARTICLE XII – SAFETY OF CONTRACTOR EMPLOYEES

If at any time during the performance of the Services, CONTRACTOR believes the safety of its employees, agents, subcontractors or any other person is in jeopardy, CONTRACTOR reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remedied to the satisfaction of CONTRACTOR, CONTRACTOR may terminate this AGREEMENT in accordance with Article XVIII.

ARTICLE XIII – REQUIRED DISCLOSURE BY CLIENT

(d) CLIENT shall provide CONTRACTOR all information, which is known or readily accessible to CLIENT, which may be reasonable and/or necessary for completion of the Services by CONTRACTOR.

(e) Prior to the commencement of the Services on a Project, or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to CONTRACTOR of known or potential hazardous conditions or risks to the health or safety of CONTRACTOR's employees, agents and subcontractors which may be encountered at the Project site or in connection with the performance of the Services.

ARTICLE XIV – CLIENT RESPONSIBILITIES

Except as otherwise provided, CLIENT shall do the following in a timely manner so as not to delay the services of CONTRACTOR and shall bear all costs incident thereto:

(a) Designate in writing a person to act as CLIENT representative with respect to the services to be performed or furnished by CONTRACTOR under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONTRACTOR's services for the project.

(b) Provide criteria and information as to CLIENT's requirements for the Project.

(c) Assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the Project including previous reports and any other data relative to the successful completion of the Project.

CLIENT shall not be responsible for the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. CONTRACTOR may use such reports, data and information in performing or furnishing services under this Agreement, but assumes responsibility for the use thereof. The identity of any individual or entity employed who performed prior services will be disclosed to CONTRACTOR.

ARTICLE XV – MODIFICATIONS TO WORK ORDERS

CLIENT or CONTRACTOR may request modifications or changes in the scope of Services to be performed under this Agreement. Any changes, which are mutually agreed upon, shall be incorporated into a written modification to this Agreement and shall be signed by both CONTRACTOR and CLIENT.

ARTICLE XVI FORCE MAJEURE

Neither the CLIENT nor CONTRACTOR shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this AGREEMENT shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this AGREEMENT in accordance with ARTICLE XVIII.

ARTICLE XVII – PROJECT DELAYS

If CONTRACTOR is delayed at any time in the progress of the Services for any specific activity under this AGREEMENT (i) by an act, or failure to act, or neglect of CLIENT or CLIENT's employees or any other party; (ii) by changes in the scope of Services; or (iii) by delay authorized by CLIENT and agreed to by CONTRACTOR; then the time for completion shall be extended and an equitable adjustment made to the compensation if delays caused by any of the above events result in additional costs to CONTRACTOR. Failing to achievement of such a revision may terminate this AGREEMENT in accordance with Article XVIII.

ARTICLE XVIII – TERMINATION

(a) This AGREEMENT may be terminated by either party upon thirty (30) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party; or (ii) whenever the right to terminate is otherwise provided in this AGREEMENT.

(b) CLIENT shall, within sixty (60) days of termination, compensate CONTRACTOR for costs incurred up to the time of termination, as mutually agreed.

ARTICLE XIX – LEGAL PROCEEDINGS

(a) In the event legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

(b) Venue shall be in Nassau County, Florida.

(c) 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.

ARTICLE XX – SITE ACCESS AND CONTROL

(a) CLIENT grants to CONTRACTOR the right of entry to the Project site by CONTRACTOR, its employees, agents and subcontractors, to perform the Services. If CLIENT does not own the Project site, CLIENT warrants and represents to CONTRACTOR that CLIENT has the authority and permission of the owner and occupant of the Project site to grant this right of entry to CONTRACTOR.

(b) If CONTRACTOR damages or alters a Project site, owned by a third party or owned by the CLIENT, CONTRACTOR agrees to pay the cost of restoring the Project site to the condition of the Project site prior to the performance of the Services.

ARTICLE XXI – INDEPENDENT CONTRACTOR

CONTRACTOR shall have the status of an independent contractor, not of an agent or employee. CONTRACTOR shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.

ARTICLE XXII - ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding and agreement between the parties relating to the Services provided by CONTRACTOR to CLIENT and supersedes any and all prior agreements, whether written or oral, which may exist between the parties regarding the Services. This AGREEMENT may be amended only by a written instrument signed by each party.

ARTICLE XXIII – PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any CLIENT - issued purchase order, requisition, notice to proceed, or like document regarding the Services.

ARTICLE XXIV – GOVERNING LAW

This AGREEMENT shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

ARTICLE XXV – SEVERABILITY

If any provision of this AGREEMENT is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this AGREEMENT will remain in full force and effect.

ARTICLE XXVI – SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and CONTRACTOR shall survive the completion of Services hereunder and the termination of this AGREEMENT.

ARTICLE XXVII – WAIVER OF CONTRACT BREACH

The waiver by one party of any breach of this AGREEMENT, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this AGREEMENT, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any other provision, except for the particular instance.

ARTICLE XXVIII – SPECIAL CONDITIONS FOR SERVICES

(a) CONTRACTOR does not guarantee any specific results from sampling or analytical activity.

(b) CONTRACTOR is liable for loss and/or damage to subsurface due to subsurface sampling, and for loss and/or damage to the surface due to subsurface damages, resulting from CONTRACTOR's gross negligence or willful misconduct.

(c) CONTRACTOR will not be liable for loss or damage to wells as a result of subsurface trespass or from operation services including, but not limited to, pollution, contamination or loss of equipment in the well.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized agents as of the day and year above written.

CONTRACTOR:

By:  Data Solutions

Name: Pedro S. Montero

Title: President

Telephone: (904) 880-8480

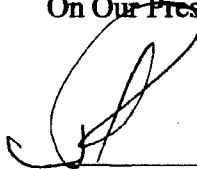
Address: 11250-15 Old St. Augustine Road

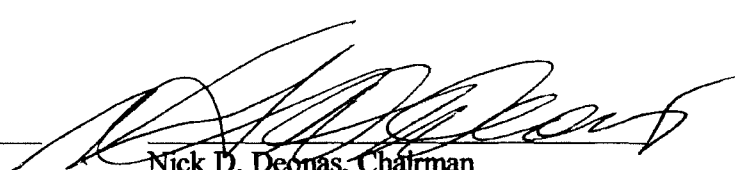
Suite 323 Jacksonville, FL 32257

Date: 11/2/2000

Signed, Sealed and Delivered
On Our Presence at Witness

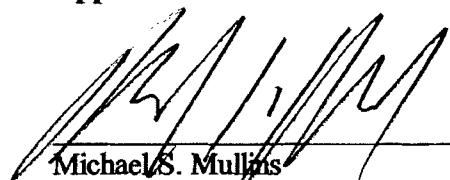
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

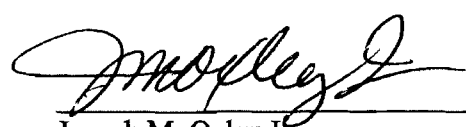



Nick D. Deonas, Chairman



Approved As To Form:


Michael S. Mullins
Nassau County Attorney


Joseph M. Oxley Jr.
Ex-Officio Clerk

1.6.5 Project Totals

Site	Total Cost Year 1	
	Sampling and Analysis	Reporting
West Nassau Class 1 Landfill	\$32,425.00	\$7,580.00
West Nassau Closure Area	\$9,050.00	NA
Lofton Creek/Meadowfield Bluff Subdivision	\$31,398.00	\$6,810.00
Bryceville Landfill	\$8,700.00	\$4,210.00
Totals	\$81,573.00	\$18,600.00

Site	Total Costs									
	Year 2		Year 3		Year 4		Year 5		RPT	
	S&A	RPT	S&A	RPT	S&A	RPT	S&A	RPT	S&A	RPT
West Nassau Class 1 Landfill	\$20,288.00	\$4,080.00	\$20,288.00	\$7,580.00	\$20,288.00	\$4,080.00	\$20,288.00	\$4,562.00	\$20,288.00	\$7,580.00
West Nassau Landfill Closure Area	\$4,562.00	NA	\$4,562.00	NA	\$4,562.00	NA	\$4,562.00	NA	\$4,562.00	NA
Lofton Creek Landfill	\$71,462.00	\$2,610.00	\$31,398.00	\$6,810.00	\$31,398.00	\$2,610.00	\$31,398.00	\$2,610.00	\$31,398.00	\$6,810.00
Bryceville Landfill	\$17,724.00	\$1,610.00	\$8,700.00	\$4,210.00	\$8,700.00	\$1,610.00	\$8,700.00	\$1,610.00	\$8,700.00	\$4,210.00
Totals	\$114,036.00	\$8,300.00	\$64,948.00	\$18,600.00	\$64,948.00	\$8,300.00	\$64,948.00	\$8,300.00	\$64,948.00	\$18,600.00

Notes:

- (1) Year 1 for West Nassu Class 1 and Closure Area Includes special 4th Quarter 2000 sampling and analyses and the Bi-annual Report
- (2) S&A = Sampling and Analysis, RPT = Reporting, NA = Not Applicable (reports combined with other landfill reports)
- (3) Costs for Year 2 through 5 should include special analyses and bi-annual reports, as required

Agenda Request For: 13 November 2000

Department: Solid Waste Management

Fund: West Nassau Class I Landfill, West Nassau Old Post-Closure, Lofton Creek Post-Closure, Bryceville Post-Closure

Action requested and recommendation: Request BOCC to approve and authorize Chairman to sign contract with Spectrum Data Systems for Ground and Surface Water Monitoring & Reporting for FY 00/01. Board approved 10/16/00

Funding Source: 70341534-531000 WN Class I Landfill-Professional Services
70361534-531000 WN Old Post-Closure-Professional Services
70363534-531000 Lofton Creek Post-Closure-Professional Services
70364534-531000 Bryceville Post-Closure - Professional Services

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual Cost

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal 

Finance

Coordinator 

06 OCT 30 AM 10:18
NASSAU COUNTY
COUNTY BOARD OF DIRECTORS
OFFICE

AGENDA REQUEST

Agenda Request For: January 14, 2002

Department: Solid Waste Management

Fund: Solid Waste

Action requested and recommendation: Request the Board approve an increase of \$11,340 in the annual expenses for the contract for Ground Water and Surface Water Monitoring with Spectrum Data Solutions Inc. Request the Board also approve and authorize the Chairman to sign the Budget transfer, Solid Waste-21, to cover the above increase for accounts with insufficient budget.

Funding Source: 70341534 WN Landfill Operations, 70363534 Lofton Creek Post-Closure

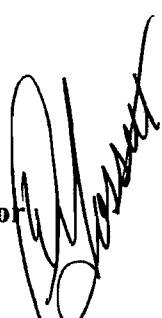
Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Contamination assessment monitoring must be incorporated into future contracts for groundwater and surface water monitoring contracts.

Reviewed by:

Legal

Finance

Coordinator

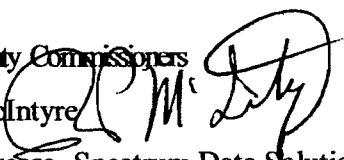


RECEIVED
COUNTY COORDINATOR'S
OFFICE
01 DEC 17 AM 9:31

APPROVED

DATE 1-14-02 *JKB*


Memorandum

TO: Board of County Commissioners
FROM: Robert P. McIntyre 
SUBJECT: Contract Increase- Spectrum Data Solutions, Inc.
DATE: Thursday, December 13, 2001

Due to additional parameters required by FDEP related to contamination assessment monitoring at the West Nassau and Lofton Creek Landfills, we need to increase the existing contract with Spectrum Data Solutions, Inc. for Groundwater and Surface Water Monitoring Services from the original contract price of \$122,336, approved by the Board on June 18, 2001, by \$11,340.

The \$11,340 increase represents 8.5% of the proposed increased contract price of \$133,676.

APPROVED

DATE 1-14-02 

DEPARTMENT: WN LANDFILL OPERATIONS (70341534), LOFTON CREEK PC(70363534)

FUND: SOLID WASTE-21

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

BUDGET TRANSFER AUTHORIZATION FORM

		ACCOUNT NUMBER	ACCOUNT DESCRIPTION	REVISED BUDGET BEFORE TRANSFER	AMOUNT REQUESTED TRANSFER IN (OUT)	REVISED BUDGET AFTER TRANSFER
FROM		70341534-531311	PROF SVCS-WEST NASSAU	\$ 35,032	\$ (2,444)	\$ 32,588
TO		70363534-531000	PROFESSIONAL SERVICES	\$ 74,072	\$ 2,444	\$ 76,516
FROM		70341534-531302	PROF SVCS-GOLDER	\$ 88,999	\$ (676)	\$ 88,323
TO		70363534-531000	PROFESSIONAL SERVICES	\$ 76,516	\$ 676	\$ 77,192
FROM						
TO						
FROM						
TO						
FROM						
TO						

REQUESTED BY: [Signature] APPROVED: [Signature] BOCC
 O demp 12/12/01
 DATE: 12/13/01

DATE: 1-14-02 DATE: 1-14-02

EXPLANATION: TO COVER INCREASE IN SPECTRUM DATA SOLUTIONS CONTRACT PRICE DUE TO FDEP REQUIREMENT CHANGES REGARDING CONTAMINATION ASSESSMENT AFTER CONTRACT AWARDED BY BOARD ON 6/18/01.

NCBCC				
SOLID WASTE DEPT				
SPECTRUM DATA SOLUTIONS, INC				
01/02 BUDGET				
		PER BCC 6/18/01	INCREASE	NEW CALCULATED
		CONTRACT	PER SDS	TOTAL FOR
		RENEWAL 01/02	12/12/01	YEAR 01/02
WN LANDFILL OPERATIONS	70341534-531311	\$ 24,368	\$ 8,220	\$ 32,588
WN PH I OLD POST-CLOSR	70361534-531000	\$ 4,562	\$ -	\$ 4,562
LOFTON CREEK POST-CLSR	70363534-531000	\$ 74,072	\$ 3,120	\$ 77,192
BRYCEVILLE POST-CLOSR	70364534-531000	\$ 19,334		\$ 19,334
TOTAL SPECTRUM		\$ 122,336	\$ 11,340	\$ 133,676

spectrum 121201 ltr
CONTRACT CALCULATION 01/02
12/13/01



**SPECTRUM DATA
SOLUTIONS, INC.**

December 12, 2001

Ms. Cathy Lewis
Administrative Services
3163 Bailey Road
Fernandina Beach, Florida 320034

RE: Request of budget increase

Dear Ms. Lewis:

As per our telephone conversation this letter is to request a budget increase for the Lofton Creek and West Nassau Landfill. In this letter I have outlined the new requirements and the monetary funds necessary to perform and comply, at the request of the FDEP, with the Contamination Assessment at the Lofton Creek and West Nassau Landfills. Keep in mind that this budget increases will be needed permanently in the groundwater and surface water monitoring programs for the Lofton Creek and West Nassau landfills.

1- Lofton Creek Landfill:

For the Lofton Creek Landfill the addition of two new monitoring wells required by the FDEP, already installed by Golder in the vicinity of Meadowfield Bluffs road, will need a budget increase to cover the costs of analysis, QA requirements and sampling. The supporting documentation from the Florida Department of Environmental Protection (FDEP) is included in attachment A. The cost to comply with the new requirements is as follows:

1) 2 samples for Priority Pollutant analysis	\$800.00	\$1,600.00
2) 1 Equipment Blanks for Priority Pollutant analysis	\$800.00	\$ 800.00
3) 3 Regular monitoring schedule parameters spring 2002	\$180.00	\$ 540.00
4) 4 hours sampling time	\$180.00	\$ 180.00

Budget increase requested **\$3, 120.00**

2 - West Nassau landfill

For the West Nassau Landfill the addition of annual and quarterly requirements for the detection wells and compliance wells due to the Contamination Assessment will need additional funds to comply with the FDEP requirements. The supporting documentation from the FDEP is included in attachment B. Please keep in mind that if more wells show contamination additional funds will be required for testing, analysis and sampling of additional wells. The funds needed to comply with the FDEP requirements at this time are:



11250-15 Old St. Augustine Road Phone: 904-880-8480
Suite 328 Fax: 904-292-0556
Jacksonville, Florida 32257 Email: SDSINC2@Mediacore.net


Ms. Cathy Lewis
Page 2
December 12, 2001

1) 5 samples for Appendix II analysis at \$800.00 each	\$ 4,000.00
2) 1 Equipment sample Appendix II analysis at 800.00 each	\$ 800.00
3) 12 samples for analysis (attachment 2 of permit) at \$ 240.00 each	\$ 2,880.00
4) 12 hours sampling time	\$ 540.00
Total	\$ 8,220.00

The total budget increase for the Lofton Creek and West Nassau Landfills is \$11,340.00

If you need more information or have any questions in reference to this matter please call me at (904) 880-8480 or (904) 612-4148.

Sincerely,
Spectrum Data Solutions Inc.


Pedro S. Montero
Project Manager

ATTACHMENT A

FACSIMILE TRANSMISSION

Date Sent: 12/01
 To: SDS
 From: Wendy
 Project No.: _____
 RE: _____

Total Pages (including cover): 3
 Hard copy to follow Yes No

MESSAGE

FYI - I'm not sure I understand (or agree) w/ Rick's reasoning, but this is probably best for County.

Wendy



Golder Associates

Golder Associates Inc.
 2933 Western Way, Suite 12
 Jacksonville, FL 32226
 Telephone (904) 365-3400
 Fax (904) 365-3445
 www.golder.com

Comprehensive Consulting Services in
 Environmental Remediation, Waste
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 Geotechnical Engineering

Air Resources

Contaminated Land Remediation

Ecological Services

Environmental Health & Safety Compliance
 Services

Geotechnical Services

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Property Acquisition and Development

Risk Assessments

Solid Waste Services

Toxicology Services

Water Resources

Offices in United States and Australia, Brazil,
 Canada, Chile, China, FJ, Finland,
 Germany, Hong Kong, Hungary, Indonesia,
 Italy, Peru, Philippines, Sweden, Thailand,
 and United Kingdom

PLEASE MARK TIME AFTER TRANSMISSION:

Sent at: _____ am/pm
 By: _____

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"More Protection, Less Paper"

Printed on recycled paper



Department of Environmental Protection

John Bush
Governor

Northeast District
7825 Baymeadows Way, Suite 8200
Jacksonville, Florida 32256-7330

David B. Strain
Secretary

July 2, 2001

COPY

Mr. Robert McIntyre, Director
Nassau County Department of Solid Waste Management
440 S. Kings Road
Callahan, Florida 32011

Dear Mr. McIntyre:

Linton Creek Landfill
Well Abandonment/Replacement
Nassau County - Solid Waste

The department has reviewed the proposal for well abandonment and replacement for the referenced facility submitted to the department by Golder Associates. The review comments are enclosed.

If you have questions concerning the enclosed comments, please contact me at the listed address or telephone number 904/807-3367.

Sincerely,

Sally B. Hauer
Sally B. Hauer
Environmental Specialist

SBH:m

Enclosure

cc: Wendy Karabiy, Golder Associates, Inc.
Walter D. Gossett, County Coordinator

Facility Name	7871	Date	8/1/01
To	Wendy Karabiy	From	Sally Hauer
Company	Golder Assoc.	On	FDEP
Phone 1		Phone 2	
Phone 3	362-3445	Phone 4	

"More Protection, Less Process"

Printed on recycled paper.

Memorandum


Florida Department of
Environmental Protection

Northeast District – Jacksonville

TO: Sally Heuer
Solid Waste Section

THROUGH: Mary Nogas, P.E.
Solid Waste Supervisor

Brian S. Cheary, Ph.D.
Manager, Waste Cleanup Section

 Richard S. Rachal, P.G.
Waste Cleanup Section

FROM: Craig D. Parke CDP
Waste Cleanup Section

DATE: June 28, 2001

SUBJECT: Well Abandonment/Replacement
Lorton Creek Landfill
Nassau County

COPY

I have reviewed the proposal prepared by Golder Associates (Golder) requesting approval for abandonment of certain monitoring wells/piezometers and the installation of a replacement well cluster. The Golder proposal was received by the Department of Environmental Protection on June 12, 2001.

Specific Well clusters that Golder is recommending for abandonment include MW-14, MW-16, MW-17, MW-20 (3 wells each) and P-A, P-B and MW-24S. A total of 15 wells and piezometers are recommended for abandonment. A monitoring well cluster labeled MW-14R is proposed for installation downgradient of MW-7. It is proposed by Golder that cluster MW-14R consist of two wells (shallow and intermediate).

Based upon a review of the Biennial Groundwater Monitoring Report prepared by Spectrum Data Solutions (SDS) for the period of 1999 through 2000; Richard Dasher's memoranda, dated December 28, 2000, January 31, 2001, and March 2, 2001; and the groundwater contour and flow maps prepared by SDS, my recommendation is to approve the Golder request.

However, rather than install the proposed well cluster MW-14R, shallow and intermediate wells should be installed in the vicinity of existing deep well MW-25D. Newly installed wells should be sampled for the parameter list and at the frequency outlined in the Monitoring Only Program dated March 24, 1999.

CDP/gs

ATTACHMENT B

Pedro S. Montaro

From: Heuer, Sally [Sally.Heuer@dep.state.fl.us]
Sent: Monday, September 10, 2001 10:36 AM
To: SDSINC2@mediasone.net
Subject: West Nassau Landfill

Pedro, to clarify our telephone conversation on 9/10/01 concerning the evaluation monitoring at West Nassau: the County was notified by letter on February 24, 2000 to initiate evaluation sampling. Within 90 days from receipt of the letter, samples from the background well and the affected detection wells were to have been analyzed for the parameters in 40 CFR Part 258, Appendix II. Results were due by May 29, 2000 and annually, thereafter. These results have not been received.

Within the same 90 day time frame samples from the same affected detection wells and the newly installed compliance wells were to have been analyzed for the parameters on attachment 2 of the permit. The results were due by May 29, 2000 and quarterly, thereafter. The results due May, August and November of 2000 have not been received.

I hope this clears up any question about what is due and when.

Sally Heuer

COPY

submitted by Golder to FDEP. This report included the analytical results for both the Appendix II sampling and the compliance well sampling.

Golder Associates Inc.

8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445



October 8, 2001

993-3928.33

Department of Environmental Protection
Northeast District
7825 Baymeadows Way
Suite 200-B
Jacksonville, Florida, 32256-7590

COPY

Attention: Ms. Mary C. Nogas, P.E.
Solid Waste Supervisor

**RE: REVIEW OF ASSESSMENT MONITORING SCHEDULE
WEST NASSAU CLASS I LANDFILL
NASSAU COUNTY, FLORIDA**

Dear Ms. Nogas:

Golder Associates Inc. (Golder) was requested by the Florida Department of Environmental Protection (FDEP) to provide a detailed description of the assessment monitoring schedule for the West Nassau Class I Landfill that was initiated in early 2000. This letter is intended to clarify the activities that have been conducted at the landfill since the assessment monitoring was requested by FDEP. The following is a time line of the activities:

- Nassau County Solid Waste Department (County) and Golder received a letter from FDEP dated February 24, 2000 that outlined the requirements of the assessment monitoring. This letter required that the affected detection wells and background well be sampled for Appendix II parameters, that compliance wells be installed associated with each affected detection well, and that the compliance wells be sampled for routine parameter list (plus others if detected on Appendix II list). This work was to be completed within 90 days of the receipt of the letter;
- The detection and background wells (D-9, D-10, D-11, and MW-25) were sampled for the Appendix II parameters and the compliance wells (C-9, C-10, and C-11) were installed during the week of April 3, 2000;
- Results of the Appendix II sampling were received by Golder on May 12, 2000;
- The compliance wells were sampled on May 25, 2000 (within the required 90 days);
- Results for the compliance wells were received by Golder on June 23, 2000; and
- A report on the compliance well installation and sampling dated August 11, 2000 was submitted by Golder to FDEP. This report included the analytical results for both the Appendix II sampling and the compliance well sampling.

Florida Department of Environmental Protection
Attn: Ms. Mary Nogas, P.E.

October 8, 2001
993-3928.33

-2-

It should be noted that Golder is not under contract to the County to perform monitoring services¹. However, Golder was contracted to address the assessment program, including the well installation and initial sampling associated with this task. Also, an assumption was made that the quarterly assessment sampling of the compliance wells would be conducted in conjunction with the other sampling conducted at the site by CAS/SDS (semi-annual groundwater sampling in June and December, and quarterly surface water sampling in September and March). Based on the above-listed activities, Golder did not believe sampling of the compliance wells would be necessary in June 2000, because of the timing of the May 25th sampling event (another sampling within one or two weeks would not necessarily provide useful information). Therefore, the compliance wells were not sampled as part of the semi-annual monitoring event in June 2000. The next quarterly sampling should have been conducted in September 2000. However, there was miscommunication between the County, CAS, and Golder and the wells were not sampled that quarter (i.e., Golder thought CAS was sampling, CAS thought Golder was sampling). Also, as stated in the footnote, September 2000 was the time period in which the County's contract with CAS was ending, complicating the situation. The next scheduled sampling event, the semi-annual event, was conducted in December 2000 by SDS and the compliance wells were sampled as required and the data was included in the semi-annual monitoring report by SDS. Each sampling event in 2001 has included the compliance wells as required by the assessment monitoring program.

Additionally, in accordance with 62-701.500(7), assessment monitoring is to include annual analyses of the affected detection wells and the background well for the Appendix II parameters. This sampling and analysis was conducted as the initial assessment monitoring, as described above, in April 2000. The Appendix II sampling was not conducted with the March 2001 quarterly sampling, but was conducted during the June 2001 sampling by SDS. In the future, the annual Appendix II sampling will be conducted during the June semi-annual sampling events. Therefore, although this sampling was not conducted within a year of the initial sampling event, it has been conducted in 2001 and will be conducted annually in June in the future.

Golder hopes the FDEP has a better understanding of the assessment monitoring activities that have taken place at the West Nassau Landfill. Although there was some miscommunication, we believe only one sampling event was missed and that we have the program on track to meet the requirements of the assessment monitoring program in the future. If there are any questions on any of the above information, please call the undersigned at 363-3430.

Very truly yours,

GOLDER ASSOCIATES INC.


Wendy D. Karably
Senior Project Manager/Associate

COPY

cc: Walter D. Gossett, County Coordinator
Robert P. McIntyre, Solid Waste Director

FN: G:\PROJECTS\993-3928-2\FDEPLTR-Assess Monitoring Update.doc

¹ Columbia Analytical Services, Inc. (CAS) was under contract with the County between October 1999 and September 2000, then SDS was contracted by the County starting in October 2000 and remains under contract until September 2001 (but the option for renewal will likely be exercised).

Golder Associates

Golder Associates Inc.
8933 Western Way, Suite 12
Jacksonville, FL USA 32256
Telephone (904) 363-3430
Fax (904) 363-3445



VIA FACSIMILE AND U.S.MAIL

September 4, 2001

Nassau County Solid Waste Management Department
440 South Kings Road
Callahan, Florida 32011

Attn: Mr. Robert P. McIntyre
Director, Nassau County Solid Waste Management Department

RE: ADDITIONAL APPENDIX II SAMPLING AND ANALYSES
WEST NASSAU CLASS I LANDFILL
NASSAU COUNTY, FLORIDA

993-3928.27

7034/534-
531311 CAS

01/02 Budget

Dear Mr. McIntyre:

Golder Associates Inc. (Golder) has been contracted by the County to perform sampling of two monitoring wells at the West Nassau Landfill as part of evaluation monitoring triggered by volatile organic compounds (VOCs) reported in a detection monitoring well (D-12). The sampling to be conducted under our current work order (993-3928.27) includes initially sampling wells MW-25 (background) and D-12. The samples collected are to be analyzed for the Appendix II parameters. In recent correspondence between Golder and the Florida Department of Environmental Protection (FDEP), FDEP indicated that as part of the evaluation (formerly assessment) monitoring initiated in early 2000 as a result of VOCs reported in wells D-9, D-10, and D-11, these detection wells and the background well (MW-25) are to be sampled and analyzed annually for the Appendix II parameters¹.

As with previous sampling efforts at the site conducted by Golder, it is assumed that Columbia Analytical Services, Inc. (CAS) will perform the analyses under its current contract with the County, at no cost to Golder. Therefore, Golder has contacted CAS and obtained the necessary sample kits to collect samples from all the wells required to have Appendix II analyses performed (MW-25, D-9, D-10, D-11, and D-12). For the purposes of obtaining a purchase order, this letter serves as notification to the County that analyses will be required by CAS that are out of its original scope of work. This letter also serves as notification that annual Appendix II sampling for these five wells will continue to be required throughout the evaluation monitoring period. Therefore, it is recommended that the County increase its annual budget for CAS to include these costs.

CAS is now Spectrum

¹ Analyses for the Appendix II parameters was conducted in 2000 as part of the initial component of the evaluation/assessment monitoring.

Nassau County Solid Waste Management Department
Attn: Mr. Robert P. McIntyre

September 4, 2001
993-3928.27

- 2 -

Golder appreciates the opportunity to provide continuing services to the County at the West Nassau Landfill. If there are any questions on the above, please call.

Very truly yours,

GOLDER ASSOCIATES INC.



Wendy D. Karably
Senior Project Manager/Associate

cc: Walt Gossett - County Coordinator

FN: G:\projects\993-3928\27\Bob ltr - CAS App II.doc



**SPECTRUM DATA
SOLUTIONS, INC.**

September 12, 2002

Mr. Robert P. McIntyre
Director
Nassau County Solid Waste Management
440 S. Kings Road
Callahan, Florida 32011

Re: Nassau County Landfills - Nassau County
Budget Request to Conduct 2002- 2003 Monitoring services for Lofton Creek,
West Nassau and Bryceville Landfills.

Dear Mr. McIntyre:

Spectrum Data Solutions, Inc. (SDS) has prepared this scope of work and estimated budget to conduct the Field, Consulting and Laboratory Services for Lofton Creek Landfill, Bryceville Landfill, and the West Nassau Landfill.

SCOPE OF WORK

Spectrum Data Solutions, Inc. will conduct compliance monitoring for the three Nassau County landfills. Monitoring will be conducted as stipulated in Florida Department of Environmental Protection (FDEP) Permits, provided to SDS by the County. The groundwater and surface water samples will be analyzed as listed on each permit. Monitoring reports will be submitted to Nassau County for review and comment prior to submittal to the FDEP. The monitoring report will be submitted to the FDEP as required by the permit.

BUDGET

The estimated cost to perform the groundwater monitoring in all three landfills for the calendar year 2002-2003 is \$94,888.00 (see attached Estimated Budget). Spectrum Data Solutions, Inc. bills for time and materials, consistent with the Bids proposal of September 2000.

11250-15 Old St. Augustine Road
Suite 328
Jacksonville, Florida 32257

Phone: 904-880-8480
Fax: 904-292-0356
Email: SDS@NC2@atbi.com

APPROVED

DATE 9-30-02 *JLR*

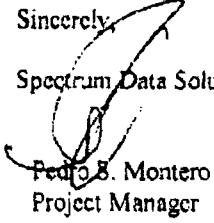
SCHEDULE

Spectrum Data Solutions, Inc. will begin work within 10 days of receiving written authorization to proceed.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications of the attached language must be accepted by both parties. Please call if you have questions.

Sincerely,

Spectrum Data Solutions, Inc.

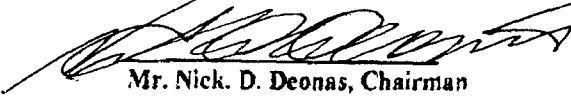


Pedro B. Montero
Project Manager

Attachments: Estimated Budget
Schedule of Charges
General Terms and Conditions

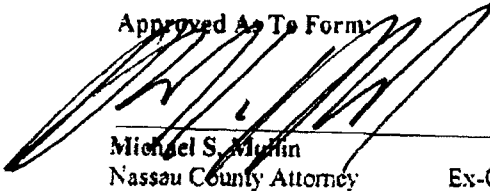
The above Budget Request, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges" and "General Terms and Conditions" form an express part of the Contract.

Signed Sealed and Delivered NASSAU BOARD OF
on Our Presence at Witness COUNTY COMMISSIONERS



Mr. Nick D. Deonas, Chairman

Approved As To Form:



Michael S. Munn
Nassau County Attorney



Joseph M. Oxley Jr.
Ex-Officio Clerk

**Estimated Budget
Annual Monitoring
Nassau County, Florida
September 12, 2002**

Annual Cost To Perform Monitoring from October 1, 2002 to September 30, 2003.

West Nassau Landfill Vertical Expansion	\$ 36,088
West Nassau Landfill Closure Area	\$ 4,562
Lofton Creek Landfill	\$ 41,328
Bryceville Landfill	<u>\$ 12,910</u>
	\$ 94,888

***Estimated Total for the Annual Monitoring program
For the three Nassau County Landfills**

\$ 94,888

*This estimated budget includes laboratory, field and consulting services to comply with the monitoring and requirements of the three Nassau County Landfills. The information was obtained from the permits provided to SDS by Nassau County.

**Spectrum Data Solutions Inc.
Nassau County
Rate Schedule**

Labor Category	Hourly Rate
Principal	\$70.00
Senior Chemist	\$65.00
Chemist	\$55.00
Field Chemist	\$45.00
Professional Geologist	\$65.00
Professional Engineer	\$75.00
Environmental Technician	\$25.00
CADD Operator	\$40.00

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Spectrum Data Solutions, Inc. shall perform services consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by Spectrum Data Solutions's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Nothing shall be construed or interpreted as requiring Spectrum Data Solutions Inc. to assume the status of owner, operator, generator, person who arranges for disposal transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable to any amounts that are due but unpaid within thirty (30) days from receipt of invoices, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Spectrum Data Solutions Inc. may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees to be earned by Spectrum Data Solutions Inc., CLIENT agrees to limit liability to Spectrum Data Solutions Inc., its officers, directors, shareholders, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to Spectrum Data Solutions Inc's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of Spectrum Data Solutions's fee. Failure of CLIENT to give written notice to Spectrum Data Solutions Inc. of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. Neither party shall be liable for any indirect, special or consequential loss or damages arising from this Agreement.

INDEMNIFICATION. Subject to the limitation of liability above, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost of expense, including attorneys fees, (hereafter collectively called "Loss" arising out of a) breach of this Agreement or b) willful misconduct or negligence in connection with performance of this Agreement.

In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify Spectrum Data Solutions Inc. to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of Spectrum Data Solutions Inc's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

TIME OR PERFORMANCE. Spectrum Data Solutions Inc. makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond Spectrum Data Solutions Inc's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extent completion date commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by Spectrum Data Solutions Inc. and which materially

affect Spectrum Data Solutions's ability to perform or which would materially increase the costs to Spectrum Data Solutions of performing, then Spectrum Data Solutions will notify CLIENT in writing, and Spectrum Data Solutions and CLIENT shall negotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement, provided, however, that upon any such termination, Spectrum Data Solutions shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT has fully informed Spectrum Data Solutions of, and shall immediately inform Spectrum Data Solutions when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate Spectrum Data Solutions if conditions require Spectrum Data Solutions to take emergency measures to protect the health and safety of the parties, the public or the environment.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to Spectrum Data Solutions plans which designate the location of all subsurface structures at the Project Site, and shall be responsible for any damage and shall indemnify Spectrum Data Solutions for all Loss inadvertently caused by Spectrum Data Solutions to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that Spectrum Data Solutions is entitled to and rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

RIGHT OF ENTRY CLIENT agrees to grant or arrange for right of entry at the Project Site, whether or not owner by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated in this Agreement and shall be borne by CLIENT.

REPORTING AND DISPOSAL. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, Spectrum Data Solutions may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT agent. CLIENT shall be solely responsible for arranging for and paying the cost to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries at this Agreement entitled to rely on any work performed or reports prepared by Spectrum Data Solutions hereunder for any purpose. CLIENT shall indemnify and hold Spectrum Data Solutions harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES; OWNERSHIP AND REUSE All designs, ideas, discoveries, inventions or improvements utilized or developed by Spectrum Data Solutions hereunder shall be deemed property of Spectrum Data Solutions. CLIENT is given no right in the form of ownership or license to such items. Any documents furnished by Spectrum Data Solutions are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by Spectrum Data Solutions for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to Spectrum Data Solutions. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. Spectrum Data Solutions disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, cost and expenses, including staff time at current billing rates, court cost and other claim-related expenses. If Spectrum Data Solutions is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by Spectrum Data Solutions, CLIENT agrees to pay all costs and expenses incurred by Spectrum Data Solutions not reimbursed by others in responding to such order, including attorneys' fees, staff time at current billing rates and reproduction expenses. Any

provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligation of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be subject to the laws of the state from which services of Spectrum Data Solutions are procured.

Copy to P
Waste Comp
MSA
9-20-02

Agenda Request For: September 30,2002

Department: Solid Waste Management

Fund: Professional Services- Landfill Operations
Professional Services- West Nassau I Old Post Closure
Professional Services- Bryceville Post Closure
Professional Services- Lofton Creek Post Closure

Action requested and recommendation: Request the board approve the automatic renewal article of the Service Agreement with Spectrum Data Solutions for water monitoring at the County's three landfill sites for FY 2002/2003.

Funding Source: 70341534, 70361534, 70363534, 70354534

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual cost required by Specific conditions to Permits

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator

02 SEP 18 PM 12: 02

PROVIDED
COUNTY CLERK/REGISTRARS
OFFICE



**SPECTRUM DATA
SOLUTIONS, INC.**

March 13, 2003

Mr. Robert P. McIntyre
Director
Nassau County Solid Waste Management
440 N. Kings Road
Callahan, Florida 32011

Re: Bryceville Landfill- Proposal to Implement Contamination Assessment Plan

Dear Mr. McIntyre:

Spectrum Data Solutions, Inc. has prepared this scope of work and estimated budget to conduct the Contamination Assessment Plan required for the Bryceville Landfill, in Bryceville Florida.

SCOPE OF WORK

Spectrum Data Solutions, Inc. will conduct and implement the Contamination Assessment Plan submitted to the FDEP on November 15, 2002. The contamination assessment plan requires groundwater analysis of monitoring wells in the vicinity and downgradient of MW-4S and to submit a Contamination Assessment Report to the FDEP by April 28, 2003.

BUDGET

The estimated cost to perform the Contamination Assessment Plan is \$8,000 (see attached Estimated Budget). This estimated budget is not to exceed the estimated amount. Spectrum Data Solutions, Inc. bills for time and materials, consistent with the Schedule of Charges submitted with the bid proposal of September 2000.

The estimated cost and proposed scope of work are based on information available to Spectrum Data Solutions, Inc. at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.



11250-15 Old St. Augustine Road
Suite 328
Jacksonville, FL 32257

Phone: 904-880-8480
Fax: 904-292-0556
Email: sdsinc2@attbi.com

Mr. Robert P. McIntyre
March 13, 2003
Page 2

SCHEDULE

Spectrum Data Solutions, Inc. will begin work within 2 days of receiving written authorization to proceed. The deadline to submit the contamination assessment report to the FDEP is April 28th 2003

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications of the attached language must be accepted by both parties. Please call if you have questions.

Sincerely,


Spectrum Data Solutions, Inc.

Pedro S. Montero
Project Manager

Attachments: Estimated Budget
Schedule of Charges
General Terms and Conditions

The above proposal, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges" and "General Terms and Conditions" form an express part of the Contract, as evidenced by my signature below:

**Mr. Robert P. McIntyre
Nassau County Solid Waste Management**

By 

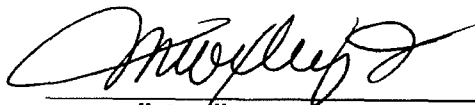
Date 4/9/03

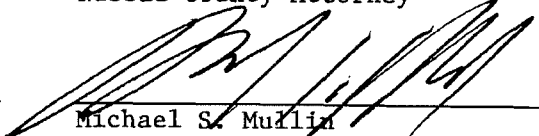
Name Vickie Samus

Chairman, Nassau County Board of
Title County Commissioners

ATTEST: (please print)

Approved as to Form by the
Nassau County Attorney


J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk


Michael S. Mullin

Estimated Budget
Bryceville Contamination Assessment Plan
Nassau County, Florida
March 13, 2003

Field Services and Analytical Costs

Groundwater sampling, water levels and Analytical Costs	\$1,000
Field Research CADD and Report Reproduction	\$1,500
Contamination Assessment Report Review, Draft and Seal	\$5,000
*Estimated Total (not to exceed) for the Contamination Assessment Plan Implementation	\$8,000

Golder Associates, Inc. The vote carried four to one with Chairman Samus casting the dissenting vote.

10:24 Mr. Steve Manning, an attorney representing Spectrum Data Solutions, Inc., and Mr. Montera with Spectrum were present to answer the Board's question. Chairman Samus acknowledged receipt of a letter challenging Spectrum's qualifications as required by the State, and, following discussion, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve a \$2,000 increase in the contract price for groundwater and surface water monitoring by Spectrum Data Solutions, Inc.; and authorize Spectrum Data Solutions, Inc. to conduct and implement the Contamination Assessment Plan submitted to the Florida Department of Environmental Protection, for a one time cost not to exceed \$8,000.

10:34 Mr. Tom Kochheiser, Director of Emergency Management, reviewed the recommendations for locations of the Fire/Rescue stations and an addendum to consider staffing costs. He indicated that the need was a direct result of the magnitude of residential and commercial development that is planned within the County. Following much discussion and review of maps, and upon the recommendation of the County Attorney, it was moved by



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

April 11, 2003

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Mr. Petro S. Montero, Project Manager
Spectrum Data Solutions, Inc.
11250-15 Old St. Augustine Road
Suite 328
Jacksonville, FL 32257

RE: Bryceville Landfill

Dear Mr. Montero:

During a regular session of the Nassau County Board of County Commissioners held April 9, 2003 the Board approved a \$2,000 increase in the contract price for groundwater and surface water monitoring by Spectrum; and authorized Spectrum to conduct and implement the Contamination Assessment Plan submitted to the Florida Department of Environmental Protection, for a one time cost not to exceed \$8,000. A copy of the executed Acceptance Letter is enclosed for your files.

Should you have any questions, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

Enclosure

H ✓

Agenda Request For: March 24, 2003

Department: Solid Waste Management

Fund: Bryceville Post-Closure

Action requested and recommendation: Request the Board authorize Spectrum Data Solutions, Inc. to conduct and implement the Contamination Assessment plan submitted to FDEP, At a cost not to exceed \$8000.00.

Background: The Contamination Assessment Plan (CAP), submitted to FDEP in November 2002 requires Groundwater analysis of the area, which has exceeded threshold limits, and to submit a Contamination Assessment Report (CAR) to FDEP by April 28, 2003. This request is time sensitive as it may require as much as 30 days for the field sampling, sample analysis and the creation and review of the CAR including signing and sealing before submittal. Historically Groundwater at Bryceville had tripped the threshold during periods of elevated water tables and had no exceedence during dry periods.

Funding Source: 70364534-531000

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: None, unanticipated occurrence.

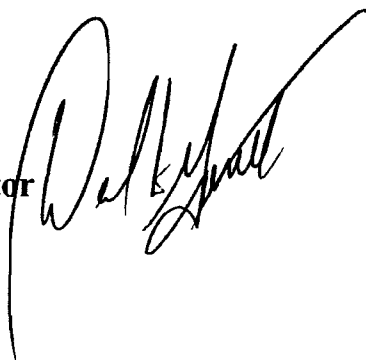
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator



03 MAR 14 PM 12: 29

COUNTY CLERK'S OFFICE



Nassau County Department of
Solid Waste Management

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

ROBERT P. McINTYRE
Director

Memorandum

TO: Board of County Commissioners
FROM: Robert McIntyre
SUBJECT: Groundwater Monitoring Reports
DATE: March 13, 2003

The Northeast District of the Florida Department of Environmental Protection informed us during one of their periodic inspections that our Water Monitoring reports must be signed and sealed by a Professional Geologist or Engineer before submitted to FDEP.

A telephone call to Ms. Mary Nogas at FDEP verified this requirement. If we do not have these reports signed and sealed we may be in violation of the Florida Administrative code.

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COMMUNICATIONS SECTION

Agenda Request For: February 24,2003

Department: Solid Waste Management

Fund: Lofton Creek Post Closure, Bryceville Post Closure, West Nassau Post Closure, West Nassau landfill.

Action requested and recommendation: Request the Board approve an increase of \$2000.00 in the contract price for the Groundwater and Surface Water Monitoring by Spectrum Data Solutions, Inc. for this year.

Background: The Florida Department of Environmental Protection, under Title XXXII chapter 492.3 FAC requires that all Ground Water and Surface Water Monitoring reports be signed and sealed by a professional Geologist or Engineer before submittal to the Department. These reports are due with Florida Department of Environmental protection quarterly, semi-annually, annually and bi-annually, at three closed and 1 active landfill. This item will be included in all future specifications for Ground Water and Surface Water monitoring events.

Funding Source: 70341534-531311, 70361534-531000, 70364534-531000, 70363534-531000.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual cost through post-closure care period.

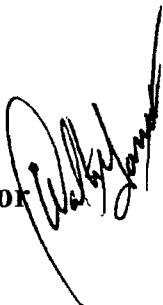
Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator



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RECEIVED
COUNTY COORDINATOR'S
OFFICE



SPECTRUM DATA SOLUTIONS, INC.

gjk

January 13, 2003

Mr. Robert P. McIntyre,
Nassau County Solid Waste Department
440 South Kings Road
Callahan, Florida 32011

RE: New FDEP Monitoring Report Requirements

Dear Mr McIntyre:

This letter is to inform you that as of November 8, 2002, Spectrum Data Solutions, Inc. has added Mr. Robert H. Young P.G. as an associate Geologist to sign and seal all Groundwater and Surface water monitoring reports in accordance with Title XXXII Chapter 492.3 of the Florida Statues. This also is in agreement of the Article VII of the service agreement between Nassau County and Spectrum Data Solutions, Inc.

Mr. Robert H. Young is not unfamiliar with the Nassau County projects. Mr. Young has conducted and was the responsible geologist for the Contamination Assessment of Lofton Creek and Bryceville landfills. Mr. Young has also sign and seal the most recent monitoring reports submitted for West Nassau, Lofton Creek and Bryceville landfills. Mr. Young's resume has been forwarded to your office in November 2002 for your office for review and record keeping. The additional costs to comply with this requirement is approximately \$2000.00 (two thousand dollars) per year.

Columbia Analytical Services, Inc. (CAS) the laboratory subcontractor has been analyzing the samples from all Nassau County landfills since 1994. I had several conversations with the laboratory director and had voice my deep disappointment with their delivery time. The lab director has assured me that all monitoring reports for Nassau County will be delivered within three weeks after submittal.

If you have any questions or comments please call me

Spectrum Data Solutions Inc.

[Signature]
Petro S. Montero
Project Manager



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