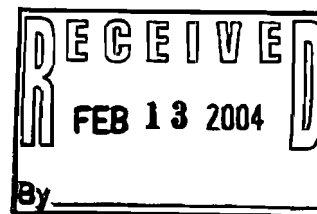




SPECTRUM DATA  
SOLUTIONS, INC.



February 5, 2004

Mr. Robert P. McIntyre  
Director  
Nassau County Solid Waste Management  
46026 Landfill Road  
Callahan, Florida 32011

Re: Nassau County Landfills - Nassau County  
Budget Request to Conduct 2004-2005 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 2004-2005 is \$105,701.00 (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, FL 32257

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

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 annual budget may require modifications

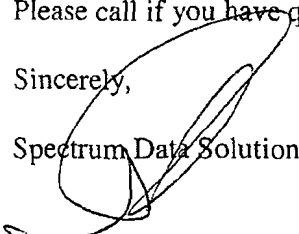
## **SCHEDULE**

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,

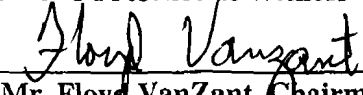
Spectrum Data Solutions, Inc.

  
Pedro S. 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.

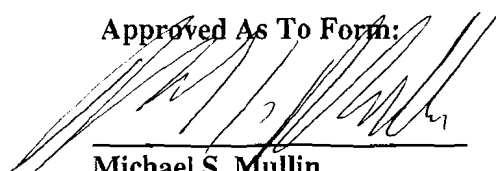
Signed Sealed and Delivered  
on Our Presence at Witness

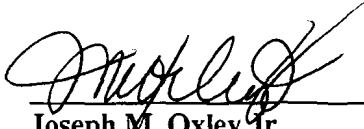
  
Mr. Floyd VanZant, Chairman

NASSAU BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_

Approved As To Form:

  
Michael S. Mullin  
Nassau County Attorney

  
Joseph M. Oxley Jr.  
Ex-Officio Clerk

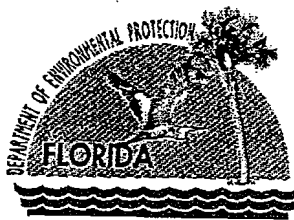
**Estimated Budget  
Annual Monitoring  
Nassau County, Florida  
February 12, 2004**

**Annual Cost To Perform Monitoring from October 1, 2004 to September 30, 2005.**

West Nassau Landfill Vertical Expansion and Closure area	\$ 54,703
Lofton Creek Landfill	\$ 36,198
Bryceville Landfill	\$ 11,716
Additional Work on the West Nassau landfill (Requested by Golder Associates)	\$ 1,084
Sign and Sealing of Documents	<u>\$ 2,000</u>
	\$ 105,701

<b>*Estimated Total for the Annual Monitoring program For the three Nassau County Landfills</b>	<b>\$ 105,701</b>
---	-------------------

\*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 and information provided to SDS by Nassau County and Golder Associates.



Jeb Bush  
Governor

# Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

Colleen M. Castille  
Secretary

ATTN:  
Pedro  
272-0556

May 28, 2004

The Honorable Vickie Samus Chairman  
Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Dear Chairman Samus:

Lofton Creek Landfill  
Nassau County - Solid Waste

As you are probably aware, the U.S. Environmental Protection Agency has adopted a new arsenic standard for drinking water systems of 0.010 mg/L (10 ug/L). The Florida Department of Environmental Protection (Department) adopted the same standard for drinking water systems and for groundwater quality on April 25, 2003, with an effective date of January 1, 2005.

The Department would like to inform you that your permit will be modified to require laboratory detection limits of 10 ug/L for arsenic in groundwater samples no later than January 1, 2005. In addition, we encourage you to request that your laboratory start meeting these lower limits before January 1, 2005.

If you have any questions concerning this letter, please contact me at the letterhead address or telephone number (904) 807-3355.

Sincerely,

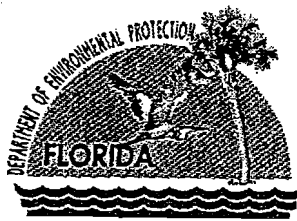
Mary C. Nogas, P. E.  
Solid Waste Supervisor

MCN:tf

RECEIVED  
COUNTY COORDINATORS  
OFFICE  
04 JUN -2 AM 11:36

"More Protection, Less Process"

Printed on recycled paper.



Jeb Bush  
Governor

# Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

Colleen M. Castille  
Secretary

May 28, 2004

The Honorable Vickie Samus Chairman  
Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Dear Chairman Samus:

Bryceville Landfill  
Nassau County - Solid Waste

As you are probably aware, the U.S. Environmental Protection Agency has adopted a new arsenic standard for drinking water systems of 0.010 mg/L (10 ug/L). The Florida Department of Environmental Protection (Department) adopted the same standard for drinking water systems and for groundwater quality on April 25, 2003, with an effective date of January 1, 2005.

The Department would like to inform you that your permit will be modified to require laboratory detection limits of 10 ug/L for arsenic in groundwater samples no later than January 1, 2005. In addition, we encourage you to request that your laboratory start meeting these lower limits before January 1, 2005.

If you have any questions concerning this letter, please contact me at the letterhead address or telephone number (904) 807-3355.

Sincerely,

Mary C. Nogas, P. E.  
Solid Waste Supervisor

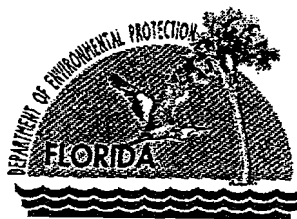
MCN:tf

04 JUN -2 AM 11:36

RECEIVED  
COUNTY COORDINATORS  
OFFICE

"More Protection, Less Process"

Printed on recycled paper.



Jeb Bush  
Governor

# Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

Colleen M. Castille  
Secretary

May 28, 2004

The Honorable Vickie Samus Chairman  
Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Dear Mr. Myers:

West Nassau Landfill  
Nassau County - Solid Waste

As you are probably aware, the U.S. Environmental Protection Agency has adopted a new arsenic standard for drinking water systems of 0.010 mg/L (10 ug/L). The Florida Department of Environmental Protection (Department) adopted the same standard for drinking water systems and for groundwater quality on April 25, 2003, with an effective date of January 1, 2005.

The Department would like to inform you that your permit will be modified to require laboratory detection limits of 10 ug/L for arsenic in groundwater samples no later than January 1, 2005. In addition, we encourage you to request that your laboratory start meeting these lower limits before January 1, 2005.

If you have any questions concerning this letter, please contact me at the letterhead address or telephone number (904) 807-3355.

Sincerely,

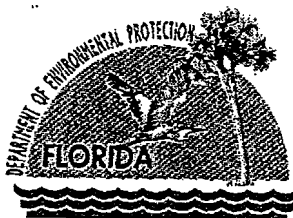
Mary C. Nogas, P. E.  
Solid Waste Supervisor

MCN:tf

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE  
04 JUN -2 AM 11:36

"More Protection, Less Process"

Printed on recycled paper.



Jeb Bush  
Governor

## Department of Environmental Protection

Northeast District  
7825 Baymeadows Way, Suite B200  
Jacksonville, Florida 32256-7590

Colleen M. Castille  
Secretary

To: Doug H.  
Daniel S  
Lee Pickett  
Wendy

May 28, 2004

The Honorable Vickie Samus Chairman  
Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035

Dear Mr. Myers:

West Nassau Landfill, Class I (Closed)  
Nassau County - Solid Waste

As you are probably aware, the U.S. Environmental Protection Agency has adopted a new arsenic standard for drinking water systems of 0.010 mg/L (10 ug/L). The Florida Department of Environmental Protection (Department) adopted the same standard for drinking water systems and for groundwater quality on April 25, 2003, with an effective date of January 1, 2005.

The Department would like to inform you that your permit will be modified to require laboratory detection limits of 10 ug/L for arsenic in groundwater samples no later than January 1, 2005. In addition, we encourage you to request that your laboratory start meeting these lower limits before January 1, 2005.

If you have any questions concerning this letter, please contact me at the letterhead address or telephone number (904) 807-3355.

Sincerely,

Mary C. Nogas, P. E.  
Solid Waste Supervisor

MCN:tf TF

RECEIVED  
COUNTY COORDINATORS  
OFFICE  
04 JUN -2 AM 11:36

"More Protection, Less Process"

Printed on recycled paper.

### 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 storcr, 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 or 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 or 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 copies of Spectrum Data Solutions are procured.

*THE STATE OF FLA.*

**DISPUTES:**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Interim Solid Waste Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Interim Solid Waste Director or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Interim Solid Waste Director or his/her designee, and the County Attorney and the County Administrator and the Interim Solid Waste Director or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

**Estimated Budget  
Annual Monitoring  
Nassau County, Florida  
February 9, 2004**

**Annual Cost To Perform Monitoring from October 1, 2004 to September 30, 2005.**

West Nassau Landfill Vertical Expansion and Closure area	\$ 54,703
Lofton Creek Landfill	\$ 36,198
Bryceville Landfill	\$ 11,716
Additional Work on the West Nassau landfill (Requested by Golder Associates)	\$ 1,084
Sign and Sealing of Documents	\$ <u>2,000</u>
	\$ 105,701

<b>*Estimated Total for the Annual Monitoring program For the three Nassau County Landfills</b>	<b>\$ 105,701</b>
---	-------------------

\*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 and information provided to SDS by Nassau County and Golder Associates.

## West Nassau Landfill 2004-2005 Budget

	Analysis Type	Cost persample	Number of Samples	Total
<b>Dec-04</b>				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix II	\$800.00	23	\$18,400.00
Blanks	Appendix II	\$800.00	2	\$1,600.00
<b>Mar-05</b>				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix I	\$239.00	13	\$3,107.00
Blanks	Appendix I	\$239.00	2	\$478.00
<b>Jun-05</b>				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix II	\$800.00	8	\$6,400.00
	Appendix I	\$239.00	15	\$3,585.00
Blanks	Appendix II	\$800.00	2	\$1,600.00
<b>Sep-05</b>				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix I	\$239.00	13	\$3,107.00
Blanks	Appendix I	\$239.00	2	\$478.00
<b>Reporting and Sampling for year five</b>		\$9,980.00	1	\$9,980.00
Request increase for sampling time due to increase of wells	3 hours per event @ 45.00 per hour	\$180.00	4	\$720.00
<b>Total for year 2004-2005 for West Nassau Landfill</b>				<b>\$54,703.00</b>

Changes from previous budget is due to change in permit conditions. All changes are in compliance to new permit conditions

## Lofton Creek Landfill 2004-2005 Budget

		Analysis Type	Cost Per Sample		Number of samples	Total
Dec-04						
Surface Waters		Attachment 7 of permit	\$357.00		6	\$2,142.00
Groundwater samples		Attachment 3 of permit	\$174.00		58	\$10,092.00
Blanks		Attachment 3 of permit	\$174.00		5	\$870.00
Jun-05						
Surface Waters		Attachment 7 of permit	\$357.00		6	\$2,142.00
Groundwater samples		Attachment 3 of permit	\$174.00		58	\$10,092.00
Blanks		Attachment 3 of permit	\$174.00		5	\$870.00
Sampling and Reporting for year 5			\$9,990.00		1	\$9,990.00
Total for Year 5 of Lofton Creek Landfill						\$36,198.00

## Bryceville Landfill 2004-2005 Budget

		Analysis Type	Cost Per Sample		Number of samples	Total
Dec-04						
Surface Waters		Attachment 7 of permit	\$357.00		2	\$714.00
Groundwater samples		Attachment 3 of permit	\$174.00		12	\$2,088.00
Blanks		Attachment 3 of permit	\$174.00		2	\$348.00
Jun-05						
Surface Waters		Attachment 7 of permit	\$357.00		2	\$714.00
Groundwater samples		Attachment 3 of permit	\$174.00		12	\$2,088.00
Blanks		Attachment 3 of permit	\$174.00		2	\$348.00
Sampling and Reporting for year 5			\$5,416.00		1	\$5,416.00
Total for Year 5 of Lofton Creek Landfill						\$11,716.00

Spectrum Data Solutions Inc.  
Rate Schedule

Labor Category	Hourly Rate
Principal/Project Manager	\$70.00
Professional Engineer, Professional Geologist, and Senior Scientist	\$65.00
Staff Engineer, Staff Geologist, and Staff Scientist	\$55.00
Field Specialist	\$45.00
CADD Operator	\$40.00
Clerical	\$25.00