

# 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 - \$8,000

2-25-04  
Approved  
Expense

12-13  
Approved  
Expense

#### 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. NCBCC 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.

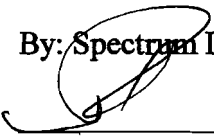
(b) CONTRACTOR is liable for loss and/or damage to subsurface due to subsurface sampling, and for loss and/or damage to the surface due to subsurface damages, resulting from CONTRACTOR's gross negligence or willful misconduct.

(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: Spectrum Data Solutions

  
\_\_\_\_\_

Name: Pedro S. Montero

Title: President

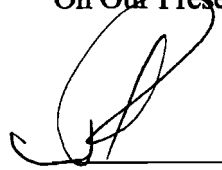
Telephone: (904) 880-8480

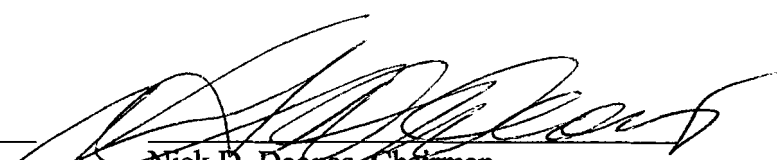
Address: 11250-15 Old St. Augustine Road  
Suite 328 Jacksonville, FL 32257

Date: 11/2/2000

Signed, Sealed and Delivered  
On Our Presence at Witness

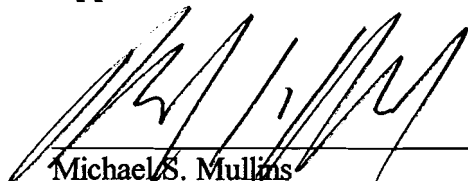
NASSAU COUNTY BOARD OF  
COUNTY COMMISSIONERS

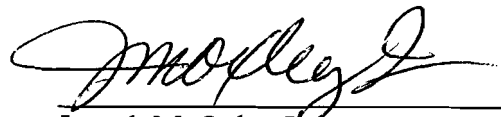
  
\_\_\_\_\_

  
\_\_\_\_\_  
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
<b>Totals</b>	<b>\$81,573.00</b>	<b>\$18,600.00</b>

Site	Total Costs							
	Year 2		Year 3		Year 4		Year 5	
	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	\$7,580.00
West Nassau Landfill Closure Area	\$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	\$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	\$4,210.00
<b>Totals</b>	<b>\$114,036.00</b>	<b>\$8,300.00</b>	<b>\$64,948.00</b>	<b>\$18,600.00</b>	<b>\$64,948.00</b>	<b>\$8,300.00</b>	<b>\$64,948.00</b>	<b>\$18,600.00</b>

**Notes:**

- (1) Year 1 for West Nassau 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: December 13, 2004

Department: Solid Waste Management

Background: Spectrum Data Solutions has provided the County with monitoring services since 2000. They will continue to provide us with services for the next three years at the same contract price.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual cost required by Specific Conditions to permits.

Action requested and recommendation: Request the Board to approve the automatic renewal article of the service agreement with Spectrum Data Solutions through September 2008.

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

Funding Source: 70341534- professional Services- Landfill Operations  
70361534- Professional Services- West Nassau Old PC  
70363534- Professional Services- Bryceville PC  
70364534- Professional Services – Lofton Creek PC  
Total per year \$105,701

Reviewed by:

Department Head

*Lee Pichitt*

Legal

see attached

Finance

\_\_\_\_\_

Chairman

*Harold Vanzant*

**APPROVED**

DATE 12/13/04  
G

RECEIVED  
COUNTY COORDINATOR'S  
OFFICE  
04 DEC -6 AM 10:12

Agenda Request For: October 25, 2004

Department: Solid Waste Management

Background: Spectrum Data Solutions has provided the County with Monitoring services since 2000. They will continue to provide us services for the next three years at the same contract price.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual cost required by Specific Conditions to permits.

Action requested and recommendation: Request the Board to approve the automatic renewal article of the service agreement with Spectrum Data Solutions through September 2008.

*Assume Solid Waste Department has verified pricing against 2000 contract, with changes as approved by BCC.*

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

Funding Source: 70341534- Professional Services- Landfill Operations  
70361534- Professional Services- West Nassau Old PC  
70363534- Professional Services- Bryceville PC  
70364534- Professional Services – Lofton Creek PC

Total per year \$105,701  
*+ total of \$1,016,29 budgeted for this contract.*

Reviewed by:

Department Head

*Lu Pichett*

Legal

\_\_\_\_\_

Finance

\_\_\_\_\_

Chairman

\_\_\_\_\_

Grants

\_\_\_\_\_

OCT 19 AM 10:54

RECEIVED  
COUNTY COORDINATORS  
OFFICE

10/19/2004  
15:10:21

BOARD OF COMMISSIONERS  
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PAGE 1  
bgnyrpts

PROJECTION: 20051 2004/2005 Budget

FOR PERIOD 99

ACCOUNTS FOR:	2003	2004	2004	2004	2004	2004	2005	PCT
SOLID WASTE MGMT FUND	ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION		FINAL CHANGE	
-----								
70341534 LANDFILL OPERATIONS								
70341534 531311 PS-W NASSA	33,841.00	33,088.00	36,588.00	33,548.00	38,172.00	52,225.00	42.7%	
TOTAL LANDFILL OPERATIONS	33,841.00	33,088.00	36,588.00	33,548.00	38,172.00	52,225.00	42.7%	
TOTAL SOLID WASTE MGMT FUND	33,841.00	33,088.00	36,588.00	33,548.00	38,172.00	52,225.00	42.7%	
GRAND TOTAL	33,841.00	33,088.00	36,588.00	33,548.00	38,172.00	52,225.00	42.7%	

ESDS \$110,629  
budget  
for 04/05

10/19/2004  
15:11:47

BOARD OF COMMISSIONERS  
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

PAGE 1  
bgnyrpts

PROJECTION: 20051 2004/2005 Budget

FOR PERIOD 99

ACCOUNTS FOR:	2003 ACTUAL	2004 ORIG BUD	2004 REVISED BUD	2004 ACTUAL	2004 PROJECTION	2005 FINAL	PCT CHANGE
-----							
70361534 WN PH I OLD POST-CLOSURE							
70361534 531000 PROFESSION	4,562.00	10,900.00	7,845.00	.00	7,875.00	19,256.00	145.5%
TOTAL WN PH I OLD POST-CLOSURE	4,562.00	10,900.00	7,845.00	.00	7,875.00	19,256.00	145.5%
70362534 WN PH II NEW PC & CLOSURE							
70362534 531000 PROF SVCS	.00	.00	.00	.00	.00	.00	.0%
TOTAL WN PH II NEW PC & CLOS	.00	.00	.00	.00	.00	.00	.0%
70363534 LOFTON CREEK POST-CLOSURE							
70363534 531000 PROFESSION	.00	40,313.00	37,758.00	30,569.00	36,332.00	40,532.00	7.3%
TOTAL LOFTON CREEK POST-CLOS	.00	40,313.00	37,758.00	30,569.00	36,332.00	40,532.00	7.3%
70364534 BRYCEVILLE POST-CLOSURE							
70364534 531000 PROFESSION	.00	17,387.00	15,012.00	8,386.00	20,063.00	17,387.00	15.8%
TOTAL BRYCEVILLE POST-CLOSUR	.00	17,387.00	15,012.00	8,386.00	20,063.00	17,387.00	15.8%
TOTAL SOLID WASTE MGMT FUND	4,562.00	68,600.00	60,615.00	38,955.00	64,270.00	77,175.00	27.3%
GRAND TOTAL	4,562.00	68,600.00	60,615.00	38,955.00	64,270.00	77,175.00	27.3%

SDS \$4562

SDS \$39,932

SDS \$13,910



# Nassau County Department of Solid Waste Management

ROBERT P. McINTYRE  
Director

46026 LANDFILL ROAD  
CALLAHAN, FLORIDA 32011

### FACSIMILE TRANSMITTAL SHEET

TO	<i>Cathy Lewis</i>	FROM	<i>Mulin</i>
COMPANY		DATE	<i>7/11/04</i>
FAX NUMBER		TOTAL NO OF PAGES INCLUDING COVER	<i>3</i>
PHONE NUMBER		SENDER'S REFERENCE NUMBER	
RE		YOUR REFERENCE NUMBER	

URGENT    FOR REVIEW    PLEASE COMMENT    PLEASE REPLY    PLEASE RECYCLE

NOTES/COMMENTS.

## *Phase Review & Advice*

Spoke with Melissa 7/11/04 @ 12:40 pm to clarify that per Spectrum Data Solutions Inc, Pedro S. Montero letter dated 7/1/04 that there are No Additional Charges and that the contract prices of the 2000 Bid will be honored for contract renewal for the next 3 years after Sept 30, 2005. I suggested that Melissa attached all information and documents be attached to her agenda Request supporting this information include a copy of the 2000 Bid. See below

## Cathy Lewis

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**From:** Cathy Lewis  
**Sent:** Friday, June 11, 2004 8:46 AM  
**To:** Melissa Ransom; Lee Pickett  
**Cc:** Larry Myers  
**Subject:** RE: knb CONTRACTS

Have you heard from SDS? Please follow up, BCC needs to approve there 04/05 contract and extension.

Cathy Lewis  
Administrative Services Department  
Nassau County Board of County Commissioners  
220 Nassau Place  
Yulee, FL 32097  
(904)321-5915 phone  
(904)321-5917 fax

-----Original Message-----

**From:** Melissa Ransom  
**Sent:** Friday, June 11, 2004 8:33 AM  
**To:** Joyce Bradley  
**Cc:** Cathy Lewis  
**Subject:** knb CONTRACTS

I WILL BE SENDING YOU BOTH OVER KNB NEW PROPOSED CONTRACTS FOR REVIEW BEFORE I PLACE AS AN AGENDS ITEM. CALL ME IF ANY QUESTIONS

MELISSA

**Cathy Lewis**

---

**From:** Cathy Lewis  
**Sent:** Thursday, May 13, 2004 7:47 AM  
**To:** Melissa Ransom; Lee Pickett  
**Cc:** Larry Myers  
**Subject:** RE: Spectrum Data Contract Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

He was going to double check with Wendy to make sure he had all testing required per permits, etc. Does proposal cover C-13 and C-14 new wells? Please refer to my 2/17/04 email to you. Also the Board is to consider extending the contract out past 04/05 (last year of original contract). Could Pedro prepare proposal to go out several more years? Please check with Mr. Myers as to additional length. If you and Lee are comfortable with proposal, then proceed with agenda item.

Cathy Lewis  
Administrative Services Department  
Nassau County Board of County Commissioners  
220 Nassau Place  
Yulee, FL 32097  
(904)321-5915 phone  
(904)321-5917 fax

-----Original Message-----

**From:** Melissa Ransom  
**Sent:** Wednesday, May 12, 2004 4:30 PM  
**To:** Cathy Lewis  
**Cc:** Lee Pickett; 'sdsinc2@comcast.net'  
**Subject:** Spectrum Data Contract Renewal

Pedro called from Spectrum called doing a follow up on his contract renewal. After our last email discussion you needed questions answered from him & he faxed them back to you & I and he wanted to follow up to see what the next step would be. And also please advise me if I need to prepare a BOCC agenda item for this contract.

Thanks & Have a Great Day..

Melissa



**Cathy Lewis**

**From:** Cathy Lewis  
**Sent:** Tuesday, February 17, 2004 11:41 AM  
**To:** Melissa Ransom  
**Subject:** RE: Spectrum Data

Just a few comments:

- all in wn new not official  
closed per FDEP.*
1. Estimated Budget for West Nassau needs to be split between active (new) wn and closed (old) wn.
  2. Why a 47% increase in wn from 2004? 2003-\$37,150 here for 04/05 is \$54,703. These amounts are for the entire wn landfill which must be split as noted in 1. above.
  3. The additional work of \$1,084 related to ground water samples from wells D-13 thru D-16. See 9/11/03 letter from Pedro I am sending you interoffice. Is this still applicable for 04/05? Old or new wn landfill?
  4. See January 22, 2004 letter from SDS. Will this occur in 04/05 also? Is it incorporated into the proposal? Old? New?
  5. I am attaching what was approved 9/11/03 for SDS for 03/04 and support from the initial proposal in 2000. Please review and make sure you (or interim SW director) is comfortable with the 04/05 proposal as it relates to 03/04 contract information, the 1/22/04 sds letter regarding \$3,500 and the FDEP requirements per the various permits.

I don't know when an interim solid waste director is to be hired, but I would review this proposal carefully and perhaps after Pedro answers the above questions, go over with Mr. Myers before ever putting this on the agenda. I am sending you a package interoffice today. thanks.

Cathy Lewis  
 Administrative Services Officer  
 Nassau County Board of County Commissioners  
 (904) 321-5915  
 clewis@nassaucountyfl.com

*Pedro to review again  
with Wendy VJ checks  
2/18/04*

-----Original Message-----

**From:** Melissa Ransom  
**Sent:** Tuesday, February 17, 2004 10:22 AM  
**To:** Cathy Lewis  
**Subject:** RE: Spectrum Data

Thanks

-----Original Message-----

**From:** Cathy Lewis  
**Sent:** Tuesday, February 17, 2004 10:20 AM  
**To:** Melissa Ransom  
**Subject:** RE: Spectrum Data

reviewing today, will let you know

Cathy Lewis  
 Administrative Services Officer  
 Nassau County Board of County Commissioners  
 (904) 321-5915  
 clewis@nassaucountyfl.com

-----Original Message-----

**From:** Melissa Ransom  
**Sent:** Friday, February 13, 2004 3:37 PM  
**To:** Cathy Lewis  
**Subject:** Spectrum Data

Please advise me when you have reviewed all the figures for the Spectrum contract renewal so I can prepare for the Board Agenda.

Thanks

Melissa Ransom

Please have Mike review this and sign off on the contract form. I have attached the dispute language. And there are notes from where he reviewed the contract prior and made some strike throughs.

Return to Melissa for submittal to Sabrina for the agenda packets.

Thanks.

J

**CONTRACT SIGN OFF**

PROJECT NAME Monitoring Svc. - Landfills PROJECT # \_\_\_\_\_

VENDOR Spectrum Data Solutions

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CONTRACT AMOUNT See attached

DATE REC'D 11-5-04

FUNDING SOURCE: See attached

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_

REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR \_\_\_\_\_

REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR \_\_\_\_\_

REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY \_\_\_\_\_

REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK \_\_\_\_\_

REC'D CLERK \_\_\_\_\_

**CONTRACT APPROVAL**

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY  \_\_\_\_\_ DATE 11/18/04

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

*no change*



**SPECTRUM DATA SOLUTIONS, INC.**

July 9, 2004

Mr Lee Pickett  
Nassau County Solid Waste Department  
440 N Kings Road  
Callahan, Florida 32011

RE: Contract Extension and Costs

Dear Lee:

As per your request, this letter is inform you and request the renewal of the groundwater and surface water monitoring contract for the next three years after September 30, 2005. The contract prices of the 2000 bid will be honored for the contract renewals. If any landfill permit changes are required by the FDEP the same pricing per analysis and labor will be honored as in the 2000 bid contract. The pricing structure will be honored for any project mandated by the Nassau Board of County Commissioners and also will includes the groundwater and surface water monitoring for all three county landfills: Lofton Creek, Bryceville and West Nassau.

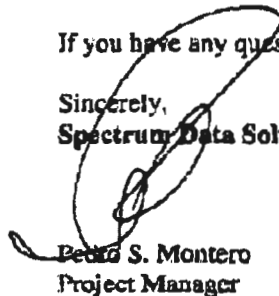
The tasks associated with the groundwater monitoring and surface water monitoring include:

- Regular monitoring and contamination assessment monitoring for the Lofton Creek Landfill
- Regular monitoring for The Bryceville Landfill
- Regular monitoring and Assessment Monitoring for the West Nassau Landfill

The pricing structure reflects no cost increase from the 2000 bid contracted prices.

If you have any questions or comments please call me.

Sincerely,  
Spectrum Data Solutions Inc.



Pedro S. Montero  
Project Manager

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

Phone: 904-880-8480  
Fax: 904-292-0536  
Email: sdainc2@comcast.net





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

Jim Higginbotham  
Ansley Acree  
Tom Branan  
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

December 16, 2004

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

MICHAEL S. MULLIN  
County Attorney

MIKE MAHANEY  
County Administrator

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

RE: Nassau County Landfills  
Monitoring services for Lofton Creek, West Nassau and Bryceville Landfills

Dear Mr. Montero:

During a regular session of the Nassau County Board of County Commissioners held December 13, 2004, the Board approved the automatic renewal article of the referenced agreement through September 2008. A copy of the agreement is enclosed for your records.

If I can be of further service to you, please let me know.

Sincerely,

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

CC: Lee Pickett, Interim Solid Waste Director  
Cathy Lewis, Interim Administrative Services Director