

Contract Number: CM1477  
Bid/Proposal No.: NC09-026

**CONTRACT FOR GROUNDWATER AND SURFACE WATER  
MONITORING SERVICES**

THIS CONTRACT entered into this 28th day of September, 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **SPECTRUM DATA SOLUTIONS, INC.**, 11250-15 Old St. Augustine Road, Suite 328, Jacksonville, Florida 32257, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Groundwater and Surface Water Monitoring Services, Bid No. NC09-026, on August 27, 2009 at 2:00 p.m.; and

WHEREAS, the Solid Waste Department determined that Spectrum Data Solutions, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services to be Provided**

The County does hereby retain the Vendor to furnish materials or services as further described in the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required materials and service shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

**SECTION 2. Receiving/Payment/Invoicing**

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services have been received,

inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

### **SECTION 3. Acceptance of Goods/Services**

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Coordinator's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

### **SECTION 4. Inspection/Acceptance Title**

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or its using Department.

### **SECTION 5. Firm Prices**

Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

### **SECTION 6. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal

Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 7. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

**SECTION 8. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 9. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 10. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 11. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 12. Assignment & Subcontracting**

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 13. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and

independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 14. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

**SECTION 15. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

**SECTION 16. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 17. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 18. Vendor Responsibilities**

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

#### **SECTION 19. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

#### **SECTION 20. Period of Contract/Option to Extend or Renew**

This Contract shall begin on the date of execution of this contract and terminate September 30, 2012. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

#### **SECTION 21. Exercise of Option**

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

#### **SECTION 22. Probationary Period**

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated; based on the performance of the Vendor, and a new award be granted without another formal bid.

#### **SECTION 23. Escalation Clause**

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended

to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

**SECTION 24. Supervision**

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

**SECTION 25. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**Workers' Compensation:** The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

**Business Auto Policy:** The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General

Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

#### **SECTION 26. 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 Coordinator with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Coordinator, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Coordinator.

If the dispute is not settled at the initial meeting, the County Coordinator shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Coordinator, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute.

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, 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



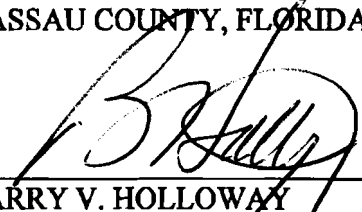
cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

**SECTION 27. Entire Agreement**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
BARRY V. HOLLOWAY  
Its: Chair

Attest to authenticity of  
Chair's signature:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

EAK 11/12/09

Approved as to form by the  
Nassau County Attorney

  
DAVID A. HALLMAN

SPECTRUM DATA SOLUTIONS, INC.

By: PEDRO MONTERO  
Its: PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me personally appeared, PEDRO MONTERO, who is personally known ☒ or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 29<sup>th</sup> day of OCTOBER, 2009.

Janet L. Sanford  
Notary Signature

Notary-Public-State of FLORIDA at large  
My Commission expires:



**ATTACHEMENT "B"**  
**BID PRICE SHEETS**  
 (Revised 8/25/09 - Addendum #4)

West Nassau Class I Landfill

FIELD COMPONENT	SCHEDULE	COST/EVENT	EVENTS/ YEAR	ANNUAL COST
Field Sampling GW/SW	Semi-annual	\$900.00	2	\$1,800.00
Field Sampling GW/SW	Quarterly	\$600.00	2	\$1,200.00
Field Sampling Leachate	Annual	\$0.00	1	\$0.00

ANALYTICAL COMPONENT	SCHEDULE	COST/ SAMPLE	SAMPLES/ EVENT	EVENTS/YEAR	ANNUAL COST
Groundwater	Semi-annual GW	\$131.00	23	2	\$6,026.00
	Quarterly GW	\$131.00	13	2	\$3,406.00
	June 2010	\$311.50	23	1	\$7,164.50
Surface Water	Quarter 1 and 3	\$226.50	5	2	\$2,265.00
	Quarter 2 and 4	\$226.50	5	2	\$2,265.00
GW/SW	Semi-annual GW	\$131.00	2	2	\$524.00
	Quarterly GW	\$131.00	1	2	\$262.00
Equipment Blanks	SW Quarter 1 and 3	\$226.50	1	2	\$453.00
	SW Quarter 2 and 4	\$226.50	1	2	\$453.00
GW/SW Duplicates	Semi-annual GW	\$131.00	2	2	\$524.00
	Quarterly GW	\$131.00	1	2	\$262.00
	SW Quarter 1 and 3	\$226.50	1	2	\$453.00
	SW Quarter 2 and 4	\$226.50	1	2	\$453.00
GW/SW Trip Blanks	Semi-annual GW	\$0.00	1	2	\$0.00
	Quarterly GW	\$0.00	1	2	\$0.00
	SW Quarter 1 and 3	\$0.00	1	2	\$0.00
	SW Quarter 2 and 4	\$0.00	1	2	\$0.00
Leachate	Annual	\$446.50	3	1	\$1,339.50

1 The June 2010 sampling event is a one-time event that replaces the routine semi-annual sampling event for this time period. The annual cost shown under this event should be the ADDITIONAL cost as compared to the semi-annual event

## Exhibit "A"

REPORTING COMPONENT	SCHEDULE	COST/ EVENT	Events per Year	ANNUAL COST
Electronic Data Transfer	GW and SW Semi-annual	\$5.00	2	\$10.00
	SW Quarterly	\$5.00	2	\$10.00
Reporting (1)	Semi-annual Report	\$900.00	2	\$1,800.00
	Quarterly Report	\$700.00	2	\$1,400.00
	Biannual Report (2)	\$3,500.00	1	\$3,500.00
Total				\$6,720.00

ADD/ALTERNATE	NUMBER OF RESAMPLES	COST/RESAMPLE
GW Resampling GW	1 to 4	\$100.00
GW Resampling GW	More than 4	45/hr
SW Resampling SW	1 to 4	\$100.00

Report to include West Nassau Closure Area sampling and analysis information/evaluation. Leachate samples are to be reported in the Semi-annual Report that corresponds to the leachate sampling event. The Bi-annual report for West Nassau Landfill is due to FDEP by May 15, 2011, and every 2 years thereafter.

Exhibit "A"

Lofton Creek Landfill/Meadowfield Bluff Subdivision

FIELD COMPONENT	SCHEDULE	COST/EVENT	EVENTS/ YEAR	ANNUAL COST
Field Sampling	Semi-annual GW	\$1,300.00	2	\$2,600.00
Field Sampling	Semi-annual SW	\$150.00	2	\$300.00

ANALYTICAL COMPONENT	SCHEDULE	COST/ SAMPLE	SAMPLES/ EVENT	EVENTS/YEAR	ANNUAL COST
Groundwater	Semi-annual GW	\$108.00	57	2	\$12,312.00
	November 2011	\$358.50	57	1	\$20,434.50
Surface Water	Semi-annual SW	\$212.00	6	2	\$2,544.00
GW/SW Equipment Blanks	Semi-annual	\$108.00	4	2	\$864.00
GW/SW Duplicates	Semi-annual	\$108.00	3	2	\$648.00
GW/SW/Trip Blanks	Semi-annual	\$0.00	3	2	\$0.00

REPORTING COMPONENT	SCHEDULE	COST/ EVENT	Events per Year	ANNUAL COST
Electronic Data Transfer	Semi-annual	\$5.00	2	\$10.00
Reporting (1)	Semi-annual Data	\$900.00	2	\$1,800.00
	Bi-annual Report (1)	\$4,500.00	1	\$4,500.00
Total				\$6,310.00

ADD/ALTERNATE	NUMBER OF RESAMPLES	COST/RESAMPLE
GW Resampling GW	1 to 4	\$100.00
GW Resampling GW	More than 4	45/hr
GW Resampling SW	1 to 6	\$100.00

(1) The bi-annual report for the Lofton Creek Landfill is due to FDEP by February, 2011 and every two years thereafter.

(2) The November 2011 sampling event is one-time event that replaces the routine semi-annual sampling event for this time period. The annual cost shown under this event should be the ADDITIONAL cost as compared to the semi-annual event.

## Exhibit "A"

## Bryceville Landfill

FIELD COMPONENT	SCHEDULE	COST/EVENT	EVENTS/ YEAR	ANNUAL COST
Field Sampling	Semi-annual GW	\$500.00	2	\$1,000.00
Field Sampling	Semi-annual SW	\$0.00	2	\$0.00

ANALYTICAL COMPONENT	SCHEDULE	COST/ SAMPLE	SAMPLES/ EVENT	EVENTS/YEAR	ANNUAL COST
Groundwater	Semi-annual	\$72.00	12	2	\$1,728.00
	November 2011	\$378.00	12	1	\$4,536.00
Surface Water	Semi-annual	\$212.00	2	2	\$848.00
GW/SW Equipment Blanks	Semi-annual	\$72.00	3	2	\$432.00
GW/SW Duplicates	Semi-annual	\$72.00	2	2	\$288.00
GW/SW/Trip Blanks	Semi-annual	\$0.00	2	2	\$0.00

REPORTING COMPONENT	SCHEDULE	COST/ EVENT	Events per Year	ANNUAL COST
Electronic Data Transfer	Semi-annual	\$5.00	2	\$10.00
Reporting (1)	Semi-annual Data	\$700.00	2	\$1,400.00
	Bi-annual Report (1)	\$2,800.00	1	\$2,800.00
Total				\$4,210.00

ALTERNATE	NUMBER OF RESAMPLES	COST/RESAMPLE
Sampling GW	1 to 4	\$100.00
Sampling GW	More than 4	45/hr
Sampling SW	1 to 2	\$100.00

The annual report for the Bryceville Landfill is due to FDEP by February 1, 2011 and every two years

The November 2011 sampling event is a one-time event that replaces the routine semi-annual sampling event for the period. The annual cost shown under this event should be the ADDITIONAL cost as compared to the routine event.

Bid Price Sheets (Revised 8/25/09)

## Exhibit "A"

## Project Totals

SITE	TOTAL COSTS YEAR 1	
	Sampling and Analysis	Reporting
West Nassau Class 1 Landfill	\$ 28,850.00	\$ 3,220.00
Lofton Creek/Meadowfield Bluff Subdivision	\$ 19,268.00	\$ 1,810.00
Bryceville Landfill	\$ 4,296.00	\$ 1,410.00
TOTALS	\$ 52,414.00	\$ 6,440.00

SITE	TOTAL COSTS			
	Year 2		Year 3	
	S&A	RPT	S&A	RPT
West Nassau Class 1 Landfill	\$ 21,685.50	\$ 6,720.00	\$ 21,685.50	\$ 3,220.00
Lofton Creek/Meadowfield Bluff Subdivision	\$ 39,702.50	\$ 6,310.00	\$ 19,268.00	\$ 1,810.00
Bryceville Landfill	\$ 8,832.00	\$ 4,210.00	\$ 4,296.00	\$ 1,410.00
TOTALS	\$ 70,220.00	\$ 17,240.00	\$ 45,249.50	\$ 6,440.00

Notes: S&amp;A = Sampling and Analysis

RPT = Reporting

Company Name: Spectrum Data Solutions, Inc.

Signature: \_\_\_\_\_

Date: 8/27/2009Printed Name: Pedro S MonteroTitle: PresidentAddress: 11250 Old St. Augustine Rd. 328City: JacksonvilleState: Florida Zip: 32257Phone Number: (904) 813-6790Fax No: (904) 292-0556 Mobile No. (904) 955-6404Email Address: sdsinc2@comcast.net

## ATTACHMENT "A"

## TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The work includes water quality monitoring services for the three landfills in Nassau County, Florida. This scope of work includes field sampling, laboratory analysis, and reporting of the groundwater, surface water, and leachate quality at the West Nassau Landfill; and the field sampling, laboratory analysis, and reporting of the groundwater and surface water quality at both the Lofton Creek Landfill and the Bryceville Landfill. Figure 1-1 presents the location of these sites within the County.

## MONITORING PROGRAMS BY LANDFILL

## WEST NASSAU LANDFILL

FDEP Permit No. 0002870-010 and 011

**Location:** 43026 Landfill Road  
Callahan, Florida 32011  
Approximately 3 miles north of the intersection of U.S. Highway No. 1  
and U.S. Highway 301 in Callahan, Florida (see Figure 1-2).

**Site Layout:** See Figure 2-1 in Exhibit 2

## GROUNDWATER

**Sampling Schedule:** Semi-annual samples will be obtained for routine detection monitoring. Quarterly samples will be obtained for assessment monitoring. Semi-annual samples in any year will be obtained prior to June 30 and December 30, while quarterly samples will be obtained prior to March 30 and September 30. Final reports will be submitted to FDEP no later than the 15<sup>th</sup> day of the month immediately following the end of the sampling period.

**Sampling Locations:** Water levels and groundwater samples will be obtained from the following background, detection and compliance monitoring wells for the routine (semi-annual) sampling: MW-25, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, D-17, C-9, C-10, C-11, C-12, C-13, C-14, MW-2, MW-3R, MW-4, MW-5, MW-8, and MW-9. Water levels only will be obtained during the routine (semi-annual) sampling event at the following monitoring well and piezometer locations (in addition to those collected from the sampled wells): MW-10, MW-10D, MW-12 and MW-14, PZ-CF-1, PZ-CF-2, PZ-CF-3, PZ-CF-4, PZ-CF-5, PZ-CF-6, PZ-CF-7, PZ-CF-8, PZ-CF-9, PZ-CF-10, and PZ-CF-11.

Water levels and groundwater samples will be obtained from the following background compliance, detection monitoring wells for the assessment (quarterly) sampling: MW-25, D-9, D-10, D-11, D-12, D-13, D-14, C-9, C-10, C-11, C-12, C-13, and C-14. Water levels only will be obtained from the following wells quarterly: MW-25, D-8, D-15, D-16, D-17, MW-2, MW-3R, MW-4, MW-5, MW-8, MW-9, MW-10, MW-10D, MW-12, MW-14, PZ-CF-1, PZ-CF-2, PZ-CF-3, PZ-CF-4, PZ-CF-5, PZ-CF-6, PZ-CF-7, PZ-CF-8, PZ-CF-9, PZ-CF-10, and PZ-CF-11.



During the month of June 2010, groundwater samples will be obtained from the monitoring program wells and analyzed for the expanded list in Table 2.1-1. These wells include: MW-25, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, D-17, MW-2, MW-3R, MW-4, MW-5, MW-8, and MW-9. All wells are shown on Figure 2-1 in Exhibit 2.

**Field QC Samples:** Minimum of two (2) equipment blanks, one (1) trip blank, and two (2) duplicates will be collected for each sampling event.

**Parameter List:** See Table 2-1 in Exhibit 2 for semi-annual and quarterly parameters. During the month of June 2010, groundwater samples from all wells listed for routine sampling in the monitoring program shall be collected for the analytical parameters listed in Table 2-2 in Exhibit 2.

### **SPECIAL REPORTING**

**Requirements:** Groundwater levels shall be recorded prior to evacuating the well for sample collection. Measurements shall include groundwater surface relative to top of casing and land surface at each site to a precision of 0.01 feet. Table 2-3 in Exhibit 2 includes top-of-casing elevations, referenced to National Geodetic Vertical Datum (NGVD), and the total depth for each well location. The groundwater measurement data, including groundwater surface depth and elevation, shall be submitted as part of each sampling report. In accordance with F.A.C. Rule 62-701.510(9)(b), a report (biennial report) shall be submitted every two years. The report shall evaluate the groundwater, surface water, and leachate monitoring programs and determine the adequacy of the monitoring frequency and analyses. The next scheduled biennial report will be submitted by May 15, 2011 or at a date as indicated by FDEP in the next operating permit<sup>1</sup>. The Biennial Report shall be sealed by a professional geologist or qualified professional engineer.

### **SURFACE WATER**

**Sampling Schedule:** Quarterly samples in any year will be obtained prior to March 30, June 30, September 30, and December 30 and shall be performed in conjunction with the ground water sampling.

**Sampling Locations:** Sampling locations SW-2 and SW-3, indicated on Figure 2-1 in Exhibit 2, will be at the outfall structures while discharging. Sampling locations SW-1, SW-4, and SW-5 are at the locations indicated on Figure 2-1 in Exhibit 2, and will be sampled at the center of the respective area/ditch.

**Field QC Samples:** Minimum of one (1) equipment blank, one (1) trip blank, and one (1) duplicate.

**Parameter List** See Table 2-4 in Exhibit 2 for surface water parameters.

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<sup>1</sup> The current permit will expire on February 20, 2011. Therefore, the biennial reporting requirements will be outlined in the permit issued following that date.

## LEACHATE

- Sampling Schedule:** Annual samples will be obtained prior to December 30 and shall be performed in conjunction with the ground water sampling. The analytical results will be submitted as part of the semi-annual report.
- Sampling Locations:** Leachate shall be sampled at sampling ports, provided in the force main, at the connection to the sideslope riser pipes. The three sample locations are indicated on Figure 2-1 in Exhibit 2.
- Parameter List:** See Table 2-5 in Exhibit 2 for leachate parameters.

## LOFTON CREEK LANDFILL/MEADOWFIELD BLUFF SUBDIVISION

FDEP Permit No. 0064999-001-SF.

- Location:** Approximately 2.5 miles east of Yulee and south of State Road A1A in Nassau County, Florida (see Figure 1-3).
- Site Layout:** See Figure 3-1 in Exhibit 3.

## GROUND WATER

- Sampling Schedule:** Semi-Annual samples in any year will be obtained prior to June 30 and December 30, with final reports submitted to FDEP no later than July 31 and January 31, respectively.
- Groundwater:** Groundwater samples will be obtained from 57 monitoring wells: MW-1S, MW-1I, MW-1D, MW-2S, MW-2I, MW-2D, MW-3S, MW-3I, MW-3D, MW-4S, MW-4I, MW-4D, MW-5S, MW-5I, MW-5D, MW-6S, MW-6I, MW-6D, MW-7S, MW-7I, MW-7D, MW-8S, MW-8I, MW-8D, MW-9S, MW-9I, MW-9D, MW-10S, MW-10I, MW-10D, MW-12S, MW-12I, MW-12D, MW-13S, MW-13I, MW-13D, MW-15S, MW-15I, MW-15D, MW-18S, MW-18I, MW-18D, MW-19S, MW-19I, MW-19D, MW-21S, MW-21I, MW-21D, MW-22S, MW-22I, MW-22D, MW-23S, MW-23I, MW-23D, MW-25S, MW-25I, and MW-25D.
- Field QC Samples:** Minimum of three (3) equipment blanks, three (3) trip blanks, and three (3) duplicates.
- Parameter List:** See Exhibit 3, Table 3-1 for Lofton Creek/Meadowfield Bluff semi-annual groundwater parameters. During the month of November 2011, groundwater samples will be obtained from all background and compliance wells and analyzed for the expanded list in Table 3-2 in Exhibit 3.

## SPECIAL REPORTING

- Requirements:** Groundwater levels shall be recorded prior to evacuating the well for sample collection. Measurements shall include groundwater surface relative to top of casing and land surface at each site to a precision of 0.01 feet. Table 3-3 in Exhibit 3 includes top-of-casing elevations, referenced to National Geodetic Vertical Datum (NGVD), and the total well depth for each well location. The groundwater measurement data, including groundwater surface depth and elevation, shall be submitted as part of each sampling report.

6. Potentiometric maps for monitoring zones indicating the locations of the monitoring wells and corresponding water level measurements for the Lofton Creek and Bryceville Landfills. Water level evaluation with respect to the slurry wall will be included for the West Nassau Vertical Expansion and Closure Area Landfills.

A total of six reports shall be submitted for each landfill monitoring event. Along with the hardcopies, each written report shall be accompanied by a CD-ROM containing the entire report in Adobe pdf format and the appropriate ADaPT data package.

Compliance with groundwater standard and/or criteria for Class G-II groundwater shall be determined by analysis of unfiltered groundwater samples. If at any time ground water standards and/or criteria are exceeded, the Contractor shall immediately notify the NCSWM upon discovery. Pending approval by NCSWM, the Contractor shall resample the monitor wells(s) within 14 days from the receipt of the laboratory analysis. The Contractor shall submit to the NCSWM the results of the resampled well(s) immediately following the sampling event.

Groundwater levels shall be measured and recorded prior to evacuating the well for sample collection. Measurements, referenced to NGVD, shall include groundwater surface relative to top-of-casing and land surface of each site to a precision of 0.01 feet. A groundwater surface contour map shall be constructed from measurements collected from each well for the Lofton Creek and Bryceville Landfills. The water level data collected from the West Nassau Landfill Vertical Expansion and the West Nassau Landfill Closure Area will be compared to water levels collected from well/piezometer locations on the opposite side of the slurry wall from the wells. Evaluation of the effectiveness of the slurry wall and French drain system will be included. The measurement data and groundwater contour or data map shall be submitted as part of each sampling report.

## **Surface Water Monitoring**

### **Sampling Frequency and Analytical Parameters**

Surface water quality monitoring in the landfill storm water management system will be conducted in conjunction with the monitoring well sampling. The surface water sampling will be performed on its own if monitoring well sampling is not to be performed. The following surface water monitoring programs will be conducted concurrently at the site:

1. Surface water sampling and analysis as required by the FDEP Permits, semi-annually at Bryceville and Lofton Creek Landfills; and
2. Quarterly surface water sampling and analysis as required by National Pollutant Discharge Elimination System (NPDES) permit and FDEP permits at the West Nassau Landfill.

Surface water samples will be collected and analyzed for the parameters listed in in the above sections.

## Exhibit "B"

A report (biennial report) shall be submitted every two years. The report shall evaluate the groundwater and surface water monitoring programs and determine the adequacy of the monitoring frequency and analyses. The next scheduled biennial report will be submitted by February 1, 2011. This Biennial Report shall be sealed by a professional geologist or qualified professional engineer.

### **SURFACE WATER**

- Sampling Schedule:** Semi-annual samples in any year will be obtained prior to June 30 and December 30, and shall be performed in conjunction with the groundwater sampling.
- Sampling Locations:** Sampling locations will be at the outfall structures while discharging or pond centers if there is no discharge. Samples will be obtained from the six (6) designated surface water sampling points as shown on Figure 3-1 in Exhibit 3.
- Field QC Samples:** Minimum of one (1) equipment blank.
- Parameter List:** See Table 3-4 in Exhibit 3 for surface water parameters.

### **BRYCEVILLE LANDFILL**

FDEP Permit No. 0066724-001-SF.

- Location:** Approximately 12 miles south of County Road 108 off of State Road 121 in Nassau County, Florida (see Figure 1-4).
- Site Layout:** See Figure 4-1 in Exhibit 4.

### **GROUND WATER**

- Sampling Schedule:** Semi-annual samples in any year will be obtained prior to June 30 and December 30. A final report will be submitted to FDEP no later than July 31 and January 31, respectively.
- Groundwater:** Groundwater samples will be obtained from 12 monitoring wells: MW-1, MW-2S, MW-2L, MW-3S, MW-3L, MW-4S, MW-4L, MW-4D, MW-5S, MW-5L, MW-6S, and MW-6L.
- Field QC Samples:** Minimum of two (2) equipment blanks, two (2) trip blanks, and two (2) duplicates.
- Parameter List:** See Exhibit 4, Table 4-1 for semi-annual groundwater parameters. During the month of November 2011, groundwater samples will be obtained from all background and compliance wells and analyzed for the expanded list in Table 4-2 in Exhibit 4.

### **SPECIAL REPORTING**

- Requirements:** Groundwater levels shall be recorded prior to evacuating the well for sample collection. Measurements shall include groundwater surface relative to top of casing and land surface at each site to a precision of 0.01 feet. Table 4-3 includes top-of-casing elevations, referenced to National Geodetic Vertical Datum (NGVD), and the total well depth for each well location. The groundwater measurement data, including groundwater surface depth and elevation, shall be submitted as part of each sampling report.

A report (biennial report) shall be submitted every two years. The report shall evaluate the groundwater and surface water and determine the adequacy of the monitoring frequency and analyses. The next scheduled biennial report will be submitted by February 1, 2011. This Biennial Report shall be sealed by a professional geologist or qualified professional engineer.

#### **SURFACE WATER**

- Sampling Schedule:** Semi-annual samples in any year will be obtained prior to June 30 and December 30 and shall be performed in conjunction with the groundwater sampling.
- Sampling Locations:** Sampling locations will be at the outfall structures while discharging or pond centers if there is no discharge. Samples will be obtained from the two (2) designated surface water sampling points as shown on Figure 4-1 in Exhibit 4.
- Field QC Samples:** Minimum of one (1) equipment blank.
- Parameter List:** See Table 4-4 in Exhibit 4 for surface water parameters.

## **GENERAL MONITORING PROCEDURES**

### **Groundwater Sampling and Analysis**

#### **Sampling Frequency and Analytical Parameters**

Groundwater monitoring for the sites will be performed as defined in the above sections. The monitoring wells will be sampled and analyzed for the parameters and at the frequencies as listed above. The minimum number of Field Quality Control samples listed in the above sections will be collected.

#### **Sampling Protocols**

Groundwater elevations will be recorded prior to evacuating the well for sample collection. Groundwater sampling will be conducted in accordance with the permit requirements for the Site and in accordance with FDEP's Standard Operating Procedures (DEP-SOP-001/01) for groundwater sampling (FS-2200). Samples can be collected following stabilization of field parameters. Purging will be performed using appropriate pumps and single use tubing. All purge water will be stored in drums or similar containers provided by the Contractor until the results of the analyses of groundwater are received. Based on the results of the analyses, the stored purge water may be disposed as applicable for the site and permit conditions. Tables providing the well elevations and total depth for each site are included in Exhibits 2 through 4 for the respective sites. Field parameters, including pH, specific conductance, turbidity, and temperature, will be collected, in addition to depth to water for monitoring of drawdown. Due care will be exercised to minimize the potential for contamination and/or cross-contamination of wells and samples.

#### **Groundwater Reporting Requirements**

A written report containing ground water sampling results will be submitted to Nassau County Solid Waste Management (NCSWM) no later than the 12<sup>th</sup> day of the month immediately following the end of the sampling event. This report will include the following information:

1. A narrative description of the sampling activities, including purging rates and volumes, etc.;
2. Laboratory analytical results indicating the analytical method, the MDL, and the dilution factor used. Groundwater detection limits must be lower than the maximum contaminant levels as per Rule 62-550 F.A.C.;
3. Laboratory and Field EDDs that are compatible with Automated Data Processing Tool (ADaPT) software and the ADaPT error log(s). [ftp://ftp.dep.state.fl.us/pub/ WACS-ADaPT/](ftp://ftp.dep.state.fl.us/pub/WACS-ADaPT/) (Rules 62-160.240 and 62-160.340, F.A.C.)
4. The report shall show in columnar form the analysis results and, where applicable, the corresponding Florida Ground Water Standards and/or criteria;
5. All peaks greater than the MDL for the analytical method shall be identified; and

Surface Water Sampling Protocols

All surface water sampling at the landfill will be conducted in accordance with the FDEP and USEPA approved procedures.

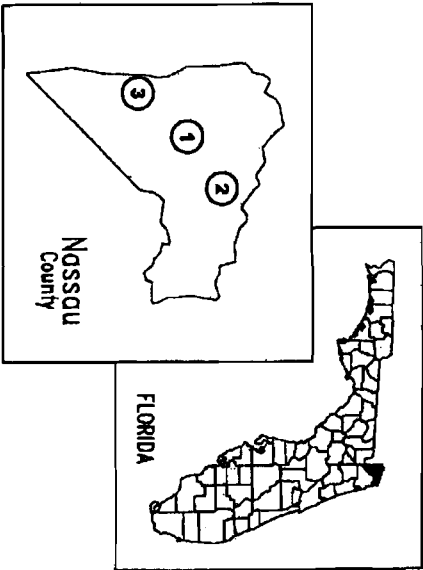
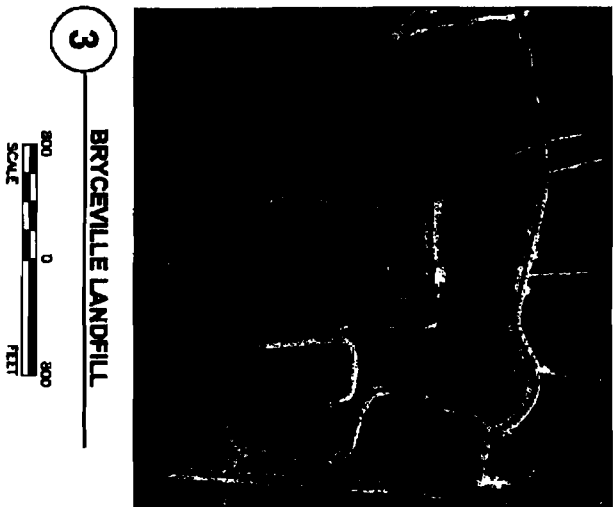
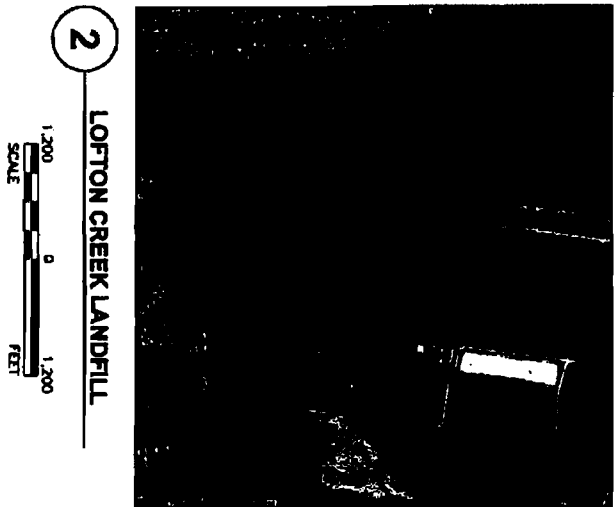
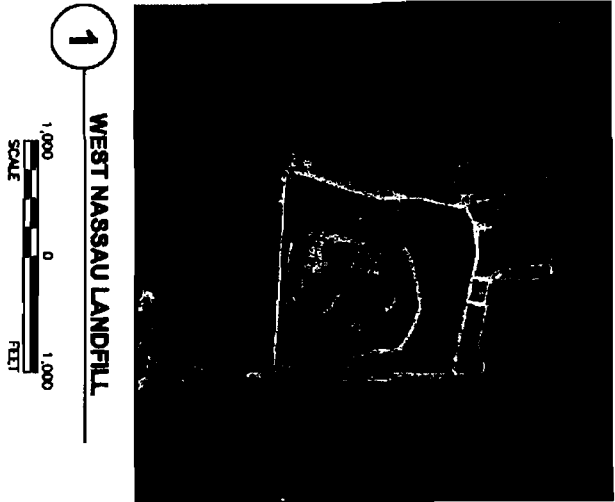
Surface Water Reporting Requirements

A written report containing surface water sampling results will be submitted to NCSWM after the end of each calendar quarter and no later than the 12<sup>th</sup> day immediately following the sampling event. This report will include the following information:

1. A narrative description of sampling activities;
2. Laboratory and Field EDDs that are compatible with ADaPT software and the ADaPT error log(s). <ftp://ftp.dep.state.fl.us/pub/WACS-ADaPT/> (Rules 62-160.240 and 62-160.340, F.A.C.);
3. Analytical laboratory reports must be submitted along with the report. The laboratory report shall indicate the analytical method, the MDL, and the dilution factor used on each data sheet; and
4. The report shall show in columnar form the analysis results and, where applicable, the corresponding Florida Ground Water Standards and/or criteria; and
5. All peaks greater than the MDL for the analytical method shall be identified.

A total of six reports shall be submitted for each landfill for each monitoring event. The surface water monitoring should be included in the groundwater monitoring reports when sampling is conducted concurrently. Along with the hardcopies, each written report shall be accompanied by a CD-ROM containing the entire report in Adobe pdf format and the appropriate ADaPT data package.

Compliance with drinking water of Class III surface water standard and/or criteria shall be determined. If at any time drinking water or surface water standard and/or criteria are exceeded, the Contractor shall immediately notify NCSWM upon discovery. Pending approval by NCSWM, the Contractor shall resample the surface site(s) within 14 days from the receipt of the laboratory analysis. The Contractor shall submit to the NCSWM the results of the resampled surface site(s) no later than the 12<sup>th</sup> day of the following month.



**FIGURE 1-1**

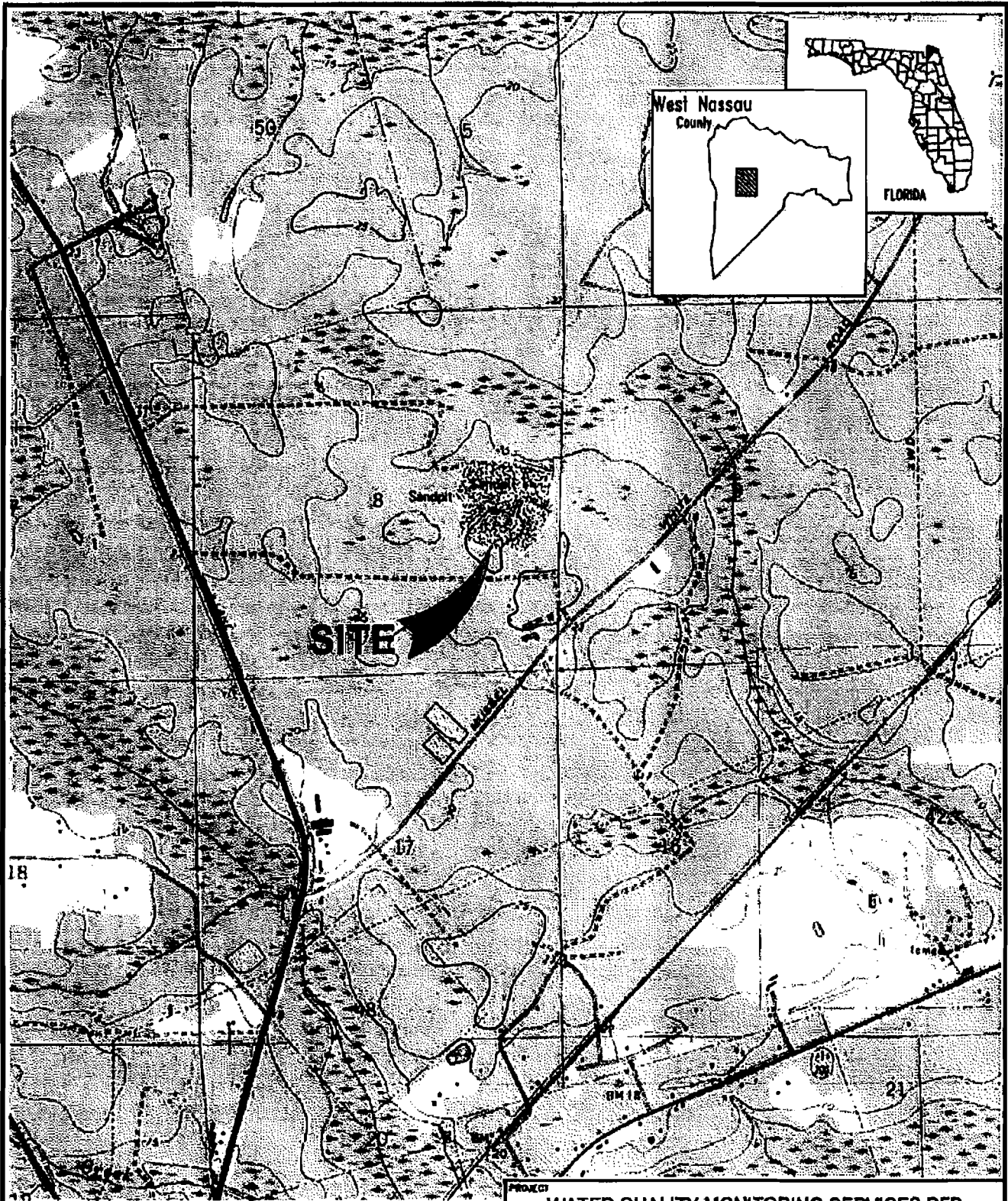
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CHECKED BY 07/24/08
REVIEWED BY 07/24/08

TITLE
NASSAU COUNTY LANDFILL LOCATIONS

PROJECT
WATER QUALITY MONITORING SERVICES RFP NASSAU COUNTY/FL

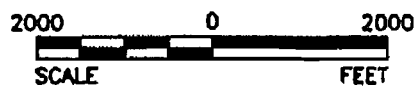






## REFERENCES

- 1.) USGS TOPOGRAPHIC MAP, 7.5 MIN. QUADRANGLE MAP SERIES: CALLAHAN QUADRANGLE, NASSAU COUNTY, FLORIDA



PROJECT WATER QUALITY MONITORING SERVICES RFP  
NASSAU COUNTY/FL

## WEST NASSAU LANDFILL SITE LOCATION

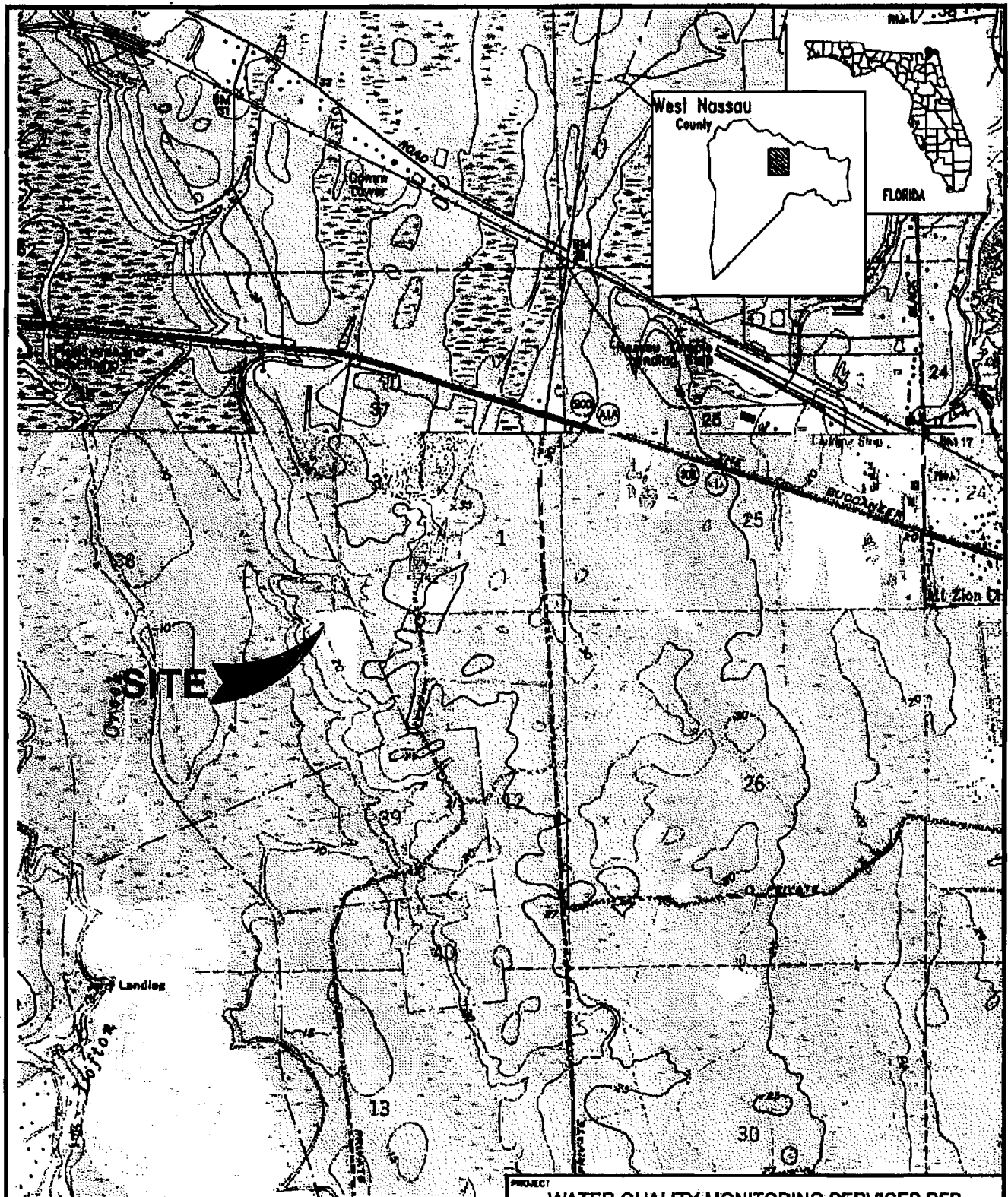


**Golder  
Associates**  
Jacksonville, Florida

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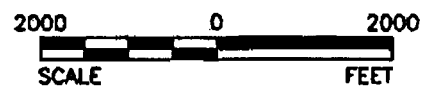
SCALE AS SHOWN REV. 01

**FIGURE 1-2**



# REFERENCES

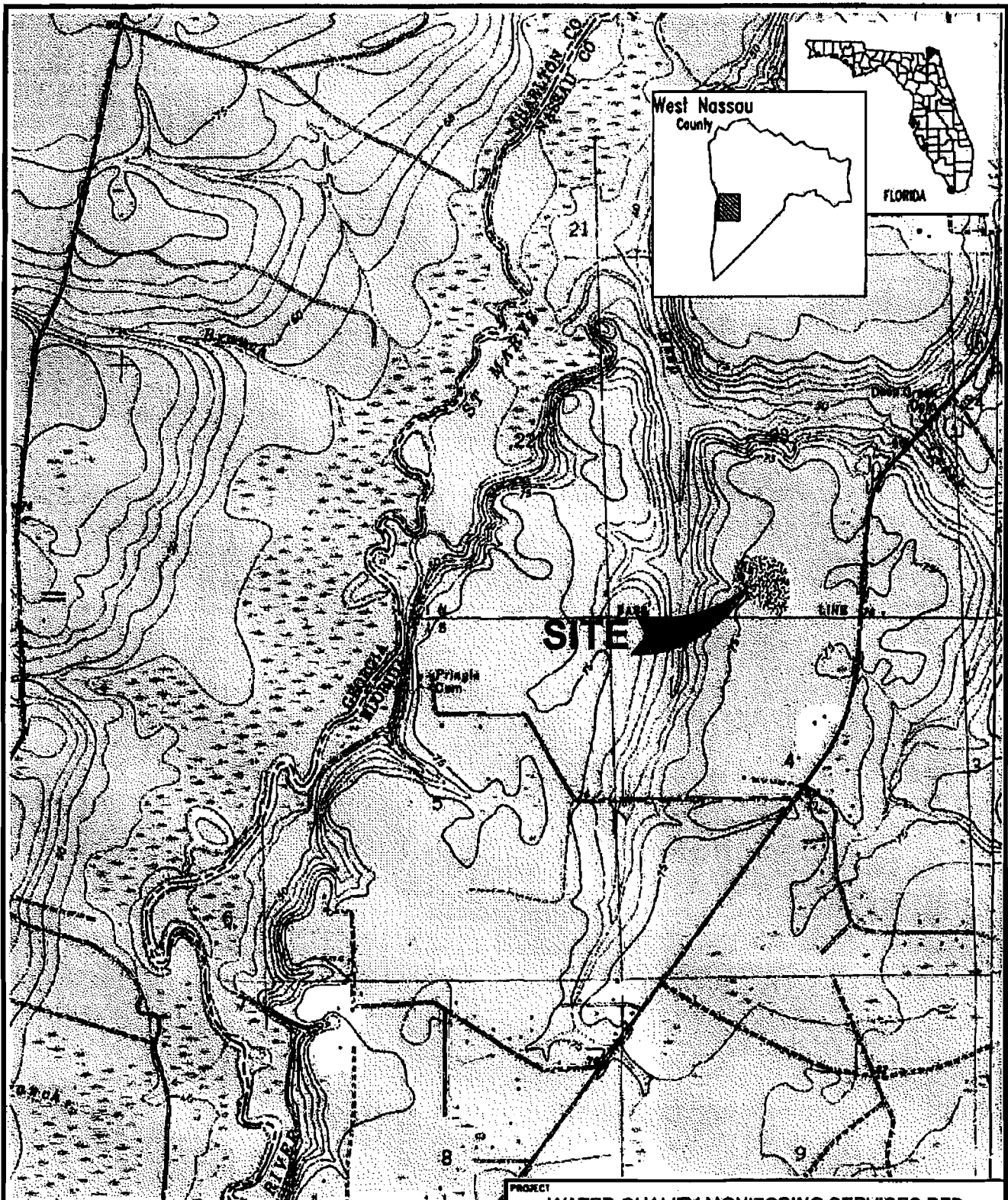
- 1.) USGS TOPOGRAPHIC MAP, 7.5 MIN. QUADRANGLE MAP SERIES: HEDGES QUADRANGLE, NASSAU COUNTY, FLORIDA



PROJECT				WATER QUALITY MONITORING SERVICES RFP NASSAU COUNTY/FL			
TITLE				LOFTON CREEK LANDFILL SITE LOCATION			
PROJECT NO.		953-2826		FILE NO.		953-2826-2000	
DESIGN	DATE	07/26/09	SCALE	AS SHOWN	REV.	0	
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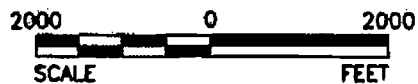


FIGURE 1-3



## REFERENCES

- 1.) USGS TOPOGRAPHIC MAP, 7.5 MIN. QUADRANGLE MAP SERIES: BRYCEVILLE QUADRANGLE, NASSAU COUNTY, FLORIDA



PROJECT  
WATER QUALITY MONITORING SERVICES RFP  
NASSAU COUNTY/FL

RTLE

## BRYCEVILLE LANDFILL SITE LOCATION



**Golder  
Associates**  
Jacksonville, Florida

PROJECT No.	993-3638	FILE No.	9933628-3007
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CHECK	DEL	07/26/08	
REVIEW	WOK	07/26/08	

**FIGURE 1-4**