

**CONTRACT FOR GROUNDWATER AND SURFACE WATER MONITORING FOR  
COUNTY LANDFILLS**

THIS CONTRACT entered into this 18th day of November, 2013, 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, Jacksonville, FL 32257 hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida opened sealed bids for Groundwater and Surface Water Monitoring for County Landfills, Bid No. NC13-045, on October 9, 2013 at 10:00 a.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 Manager'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 it's 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 December 1, 2013 and terminate December 31, 2016. 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 not exceed five (5) years in length. 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 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

**Business Auto Policy:** The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 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 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, 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 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". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. 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 Manager 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 Manager, 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 Manager.

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

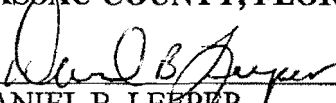
**SECTION 27. Entire Agreement**

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.

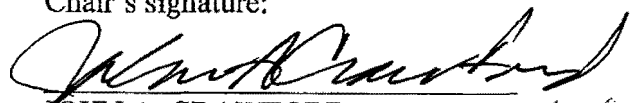


IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies,  
each of which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**


  
\_\_\_\_\_  
DANIEL B. LEEPER  
Its: Chair

Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
11/21/13

Approved as to form and legality by the  
Nassau County Attorney

  
\_\_\_\_\_  
DAVID A. HALLMAN

**SPECTRUM DATA SOLUTIONS, INC.**

By: Pedro S Montero  
Its: President

STATE OF FLORIDA  
COUNTY OF DOVAL

Before me personally appeared, PEDRO S 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 17 day of OCTOBER, 2013.

Jean Koerner  
Notary Signature

Notary-Public-State of FLORIDA at large  
My Commission expires: 11/5/2014



ATTACHMENT "B"

Bid Price Sheet (revised 10-1-2013)  
Groundwater and Surface Water Monitoring for County Landfills  
Bid Number NC13-045

PLEASE ENTER YOUR PRICE IN COST PER EVENT/SAMPLE/RESAMPLE BOXES. FORMULAS HAVE BEEN CREATED TO CALCULATE ANNUAL COST , LANDFILL TOTALS, AND PROJECT TOTALS TO ALLEVIATE MATHEMATICAL ERRORS

WEST NASSAU CLASS 1 LANDFILL						
Item	Field Component		Schedule	Cost per Event	Events per Year	Annual Cost
1	Field Sampling GW/SW		Semi-Annual <sup>1</sup>	\$ 800.00	2	\$ 1,600.00
2	Field Sampling GW/SW		Quarterly <sup>1</sup>	\$ 600.00	2	\$ 1,200.00
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
3	Groundwater	Semi-Annual GW	\$ 135.00	23	2	\$ 6,210.00
3A	Groundwater	Quarterly GW	\$ 135.00	13	2	\$ 3,510.00
4	Surface Water	Semi-Annual SW <sup>1</sup>	\$ 223.00	5	2	\$ 2,230.00
5	Surface Water	Quarter 1 and 3 <sup>1</sup>	\$ 223.00	2	2	\$ 892.00
5A	NPDES Surface Water	Per Qualifying Rain Event	\$ 25.00	2	as needed	\$ 50.00
6	GW/SW Equipment Blanks	Semi-Annual GW	\$ 135.00	2	2	\$ 540.00
7	GW/SW Equipment Blanks	Semi-Annual SW	\$ 223.00	1	2	\$ 446.00
8	GW/SW Duplicates	Semi-Annual GW	\$ 135.00	2	2	\$ 540.00
9	GW/SW Duplicates	Semi-Annual SW	\$ 1.00	1	2	\$ 2.00
10	GW/SW Trip Blanks	Semi-Annual GW	\$ 1.00	1	2	\$ 2.00
11	GW/SW Trip Blanks	Semi-Annual SW	\$ 1.00	1	2	\$ 2.00
Item	Reporting Component		Schedule	Cost per Event	Events per Year	Annual Cost
12	Electronic Data Transfer		GW and SW semi-annual	\$ 1.00	2	\$ 2.00
12A	Electronic Data Transfer		GW Quarterly	\$ 1.00	2	\$ 2.00
13	Reporting		Semi-Annual report	\$ 900.00	2	\$ 1,800.00
13A	Reporting		Quarterly report	\$ 700.00	2	\$ 1,400.00
14	Reporting		Quarterly DMR <sup>1</sup>	\$ 25.00	4	\$ 100.00
<b>West Nassau Landfill Total</b>						<b>\$ 20,528.00</b>
Item	Add/Alternate		Number of Resamples		Cost per Resample	
15	Field Resampling GW		1 to 4		\$ 100.00	
16	Field Resampling GW		More than 4		\$ 150.00	
17	Field Resampling SW		1 to 4		\$ 75.00	

Notes for West Nassau Landfill:

(1) Shall include Quarterly Sampling and DMR, as required, by the NPDES/MSGP permit.

ATTACHMENT "B"

Bid Price Sheet (revised 10-1-2013)  
Groundwater and Surface Water Monitoring for County Landfills  
Bid Number NC13-045

LOFTON CREEK LANDFILL/MEADOWFIELD BLUFF SUBDIVISION						
Item	Field Component		Schedule	Cost per Event	Events per Year	Annual Cost
18	Field Sampling GW		Semi-annual	\$ 900.00	2	\$ 1,800.00
18A	Field Sampling GW		November 2016	\$ 300.00	1	\$ 300.00
19	Field Sampling SW		Semi-annual	\$ 0 -	2	\$ 0 -
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
20	Groundwater	Semi-annual		39	2	
20A	MW-1S		\$ 94.00		2	\$ 188.00
20B	MW-1I		\$ 94.00		2	\$ 188.00
20C	MW-2S		\$ 45.00		2	\$ 90.00
20D	MW-2I		\$ 45.00		2	\$ 90.00
20E	MW-3S		\$ 82.00		2	\$ 164.00
20F	MW-4S		\$ 86.00		2	\$ 172.00
20G	MW-4I		\$ 82.00		2	\$ 164.00
20H	MW-5S		\$ 82.00		2	\$ 164.00
20I	MW-5I		\$ 45.00		2	\$ 90.00
20J	MW-6S		\$ 82.00		2	\$ 164.00
20K	MW-6I		\$ 49.00		2	\$ 98.00
20L	MW-7S		\$ 86.00		2	\$ 172.00
20M	MW-7I		\$ 86.00		2	\$ 172.00
20N	MW-8S		\$ 82.00		2	\$ 164.00
20O	MW-8I		\$ 86.00		2	\$ 172.00
20P	MW-9S		\$ 86.00		2	\$ 172.00
20Q	MW-9I		\$ 86.00		2	\$ 172.00
20R	MW-10S		\$ 45.00		2	\$ 90.00
20S	MW-10I		\$ 82.00		2	\$ 164.00
20T	MW-12S		\$ 45.00		2	\$ 90.00
20U	MW-12I		\$ 45.00		2	\$ 90.00
20V	MW-13S		\$ 94.00		2	\$ 188.00
20W	MW-13I		\$ 94.00		2	\$ 188.00
20X	MW-15S		\$ 45.00		2	\$ 90.00
20Y	MW-15I		\$ 82.00		2	\$ 164.00
20Z	MW-18S		\$ 82.00		2	\$ 164.00
20AA	MW-18I		\$ 82.00		2	\$ 164.00
20BB	MW-19S		\$ 45.00		2	\$ 90.00
20CC	MW-19I		\$ 49.00		2	\$ 98.00
20DD	MW-21S		\$ 90.00		2	\$ 180.00
20EE	MW-21I		\$ 86.00		2	\$ 172.00
20FF	MW-22S		\$ 49.00		2	\$ 98.00
20GG	MW-22I		\$ 49.00		2	\$ 98.00
20HH	MW-23S		\$ 86.00		2	\$ 172.00
20II	MW-23I		\$ 49.00		2	\$ 98.00
20JJ	MW-24S <sup>a</sup>		\$ 1.00		2	\$ 2.00
20KK	MW-24I <sup>a</sup>		\$ 1.00		2	\$ 2.00
20LL	MW-25S		\$ 53.00		2	\$ 106.00
20MM	MW-25I		\$ 86.00		2	\$ 172.00
21	Groundwater	November 2016 <sup>a</sup>	\$ 110.00	59	1	\$ 6,490.00
22	Surface Water	Semi-annual SW	\$ 227.50	5	2	\$ 2,275.00
23	GW/SW Equipment Blanks	Semi-Annual GW	\$ 94.00	4	2	\$ 752.00
23A	GW/SW Equipment Blanks	Semi-annual SW	\$ 227.50	1	2	\$ 455.00
24	GW/SW Duplicates	Semi-Annual GW	\$ 45.00	3	2	\$ 270.00
24A	GW/SW Duplicates	Semi-annual SW	\$ 1.00	1	2	\$ 2.00

ATTACHMENT "B"

Bid Price Sheet (revised 10-1-2013)  
Groundwater and Surface Water Monitoring for County Landfills  
Bid Number NC13-045

LOFTON CREEK LANDFILL MEADOWFIELD BLUFF SUBDIVISION (continued)						
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
25	GW/SW Trip Blanks	Semi-Annual GW	\$ 1.00	3	2	\$ 6.00
25A	GW/SW Trip Blanks	Semi-annual SW	\$ 1.00	1	2	\$ 2.00
Item	Reporting Component	Schedule	Cost per Event	Events per Year	Annual Cost	
26	Electronic Data Transfer	Semi-annual	\$ 1.00	2	\$ 2.00	
27	Reporting	Semi-annual data	\$ 750.00	2	\$ 1,500.00	
28	Reporting	Stabilization report <sup>2</sup>	\$3,500.00	1	\$ 3,500.00	
<b>Lofton Creek Landfill Total</b>						<b>\$ 22,630.00</b>
Item	Add/Alternate	Number of Resamples		Cost per Resample		
29	Field Resampling GW	1 to 4		\$ 100.00		
30	Field Resampling GW	More than 4		\$ 150.00		
31	Field Resampling SW	1 to 4		\$ 75.00		

**Notes for Lofton Creek Landfill:**

- (1) The November 216 sampling event is a one time event that replaces the routine semi-annual sampling event for this time period. The annual costs shown under this event should be the ADDITIONAL costs as compared to the semi-annual event.
- (2) The stabilization report for the Lofton Creek Landfill is due to FDEP by December 29, 2016.
- (3) Per the Semi-Annual Groundwater Parameters, as provided in Lofton Creek FDEP Permit.

ATTACHMENT "B"

Bid Price Sheet (revised 10-1-2013)  
Groundwater and Surface Water Monitoring for County Landfills  
Bid Number NC13-045

BRYCEVILLE LANDFILL						
Item	Field Component		Schedule	Cost per Event	Events per Year	Annual Cost
32	Field Sampling GW		Semi-annual	\$ 400.00	2	\$ 800.00
32A	Field Sampling GW		November 2016	\$ 200.00	1	\$ 200.00
33	Field Sampling SW		Semi-annual	\$ 0 -	2	\$ 0 -
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
34	Groundwater	Semi-annual		8	2	
34A	MW-1S		\$ 35.00		2	\$ 70.00
34B	MW-2S		\$ 26.00		2	\$ 52.00
34C	MW-2I		\$ 30.00		2	\$ 60.00
34D	MW-3S		\$ 26.00		2	\$ 52.00
34E	MW-3I		\$ 26.00		2	\$ 52.00
34F	MW-4S		\$ 22.00		2	\$ 44.00
34G	MW-4D		\$ 4.00		2	\$ 8.00
34H	MW-5I		\$ 4.00		2	\$ 8.00
35	Groundwater	November 2016 <sup>1</sup>	\$ 110.00	12	1	\$ 1,320.00
36	Surface Water	Semi-annual SW	\$ 225.00	2	2	\$ 900.00
37	GW/SW Equipment Blanks	Semi-Annual GW	\$ 35.00	3	2	\$ 210.00
37A	GW/SW Equipment Blanks	Semi-annual SW	\$ 225.00	1	2	\$ 450.00
38	GW/SW Duplicates	Semi-Annual GW	\$ 22.00	2	2	\$ 88.00
38A	GW/SW Duplicates	Semi-annual SW	\$ 1.00	1	2	\$ 2.00
39	GW/SW Trip Blanks	Semi-Annual GW	\$ 1.00	2	2	\$ 4.00
39A	GW/SW Trip Blanks	Semi-annual SW	\$ 1.00	1	2	\$ 2.00
Item	Reporting Component		Schedule	Cost per Event	Events per Year	Annual Cost
40	Electronic Data Transfer		Semi-annual	\$ 1.00	2	\$ 2.00
41	Reporting		Semi-annual data	\$ 500.00	2	\$ 1,000.00
42	Reporting		Stabilization report <sup>2</sup>	\$2,500.00	1	\$ 2,500.00
<b>Bryceville Landfill Total</b>						<b>\$ 7,824.00</b>
Item	Add/Alternate		Number of Resamples		Cost per Resample	
43	Field Resampling GW		1 to 4		\$ 100.00	
44	Field Resampling GW		More than 4		\$ 150.00	
45	Field Resampling SW		1 to 4		\$ 75.00	

Notes for the Bryceville Landfill:

- (1) The November 216 sampling event is a one time event that replaces the routine semi-annual sampling event for this time period. The annual costs shown under this event should be the ADDITIONAL costs as compared to the semi-annual event.
- (2) The stabilization report for the Bryceville Landfill is due to FDEP by December 29, 2016.

ATTACHMENT "B"

Bid Price Sheet (revised 10-1-2013)  
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Bid Number NC13-045

PROJECT TOTALS			
SITE	Year 1 Sampling & Analysis	Year 1 Reporting	Total By Landfill for Year 1
West Nassau Class 1 Landfill	\$ 17,224.00	\$ 3,304.00	\$ 20,528.00
Lofton Creek Landfill	\$ 10,838.00	\$ 1,502.00	\$ 12,340.00
Bryceville Landfill	\$ 2,802.00	\$ 1,002.00	\$ 3,804.00
<b>Total Year 1</b>	<b>\$ 30,864.00</b>	<b>\$ 5,808.00</b>	<b>\$ 36,672.00</b>

PROJECT TOTALS			
SITE	Year 2 Sampling & Analysis	Year 2 Reporting	Total By Landfill for Year 2
West Nassau Class 1 Landfill	\$ 17,224.00	\$ 3,304.00	\$ 20,528.00
Lofton Creek Landfill	\$ 10,838.00	\$ 1,502.00	\$ 12,340.00
Bryceville Landfill	\$ 2,802.00	\$ 1,002.00	\$ 3,804.00
<b>Total Year 2</b>	<b>\$ 30,864.00</b>	<b>\$ 5,808.00</b>	<b>\$ 36,672.00</b>

PROJECT TOTALS			
SITE	Year 3 Sampling & Analysis	Year 3 Reporting	Total By Landfill for Year 3
West Nassau Class 1 Landfill	\$ 17,224.00	\$ 3,304.00	\$ 20,528.00
Lofton Creek Landfill	\$ 17,628.00	\$ 5,002.00	\$ 22,630.00
Bryceville Landfill	\$ 4,322.00	\$ 3,502.00	\$ 7,824.00
<b>Total Year 3</b>	<b>\$ 39,174.00</b>	<b>\$ 11,808.00</b>	<b>\$ 50,982.00</b>

Signature: 

Company Name: Spectrum Data Solutions, Inc

Address: 11250-15 Old St Augustine Road #328

City, State, Zip: Jacksonville, Florida 32257

Contact Person: Pedro S. Montero

Contact's Email Address: sdsinc2@comcast.net or psmontero@comcast.net

Phone: 904-813-5790

Fax: 904-292-0556

REMINDER: THIS FORM IS TO BE INCLUDED WITH THE BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

**ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**Technical Specifications/Scope of Work  
Groundwater and Surface Water Monitoring Services for the County Landfills  
Bid Number NC13-045**

The work includes water quality monitoring services for the three closed landfills in Nassau County, Florida. This scope of work includes field sampling, laboratory analysis, and reporting of groundwater and surface water at West Nassau Landfill, Lofton Creek Landfill, and Bryceville Landfill. The work shall be in conformance with the associated Florida Department of Environmental Protection (FDEP) Solid Waste and National Pollution Discharge Elimination System (NPDES) permits. The initial contract shall begin upon execution and end December 31, 2016. There will be an option for two extensions of one year in length.

**MONITORING PROGRAMS BY LANDFILL:**

**WEST NASSAU LANDFILL**

FDEP Permit Numbers: 0002870-014-SF and Modification 0002870-015-MM

Location: 46026 Landfill Road  
Callahan, Florida 32011  
West Nassau Landfill is located approximately 3 miles north of the intersection of U.S. Highway 1 and U.S. Highway 301 in Callahan, Florida.

Site Layout: See Figure 2-1

**GROUNDWATER**

Sampling Schedule: Semi-annual samples will be obtained before June 30 and December 30 during each year of the permit. The final reports shall be submitted to FDEP not later than the 15<sup>th</sup> day of the month immediately following the end of the sampling period.

Sampling Locations: The Groundwater Monitoring Plan consists of the following wells and piezometers:

Background Well:	MW-25
Detection Wells inside Slurry Wall:	D-8 through D-17
Detection Wells outside Slurry Wall:	MW-2 (C-18) MW-3R (C-20) MW-4(C-4) MW-5 (C-19) MW-8 (C-3) MW-9 (C-7)
Existing Compliance Wells:	C-9 through C-14
Proposed Compliance Wells:	C-8*, C-15*, C-16*, C-17*



Wells/Piezometers in Stratum III  
and Below the Slurry Wall:

MW-3D\*\*  
MW-10\*\*  
MW-10D\*\*  
MW-12\*\*  
MW-14\*\*  
PZ-CF-1\*\* through PZ-CF-11\*\*

\* To be installed if exceedance detected in corresponding detection well  
\*\* For water level measurement only

Groundwater levels shall be collected and recorded prior to evacuating the well for sample collection. Groundwater level measurements shall be collected semi-annually from the following monitoring wells and piezometers, as indicated in the permit: MW-25, D-8, D-9, D-10, D-11, D-12, D-13, D-14, D-15, D-16, D-17, 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, PZ-CF-11, MW-2, MW-3R, MW-3D, MW-4, MW-5, MW-8, MW-9, MW-10, MW-10D, MW-12, and MW-14, C-9, C-10, C-11, C-12, C-13, and C-14. Elevation measurements, referenced to a consistent, nationally recognized datum, shall include groundwater surface elevation, the top of well casing, and land surface at each site at a precision of plus or minus 0.01 feet. A map shall be constructed depicting locations of wells and piezometers and corresponding groundwater elevations. This information shall be submitted to DEP semi-annually in conjunction with the semi-annual groundwater sampling results.

Parameter List: All groundwater background, detection, and compliance monitoring wells shall be sampled and analyzed semi-annually for the parameters listed in Exhibit 2.

For the November 2013 report, groundwater samples will be obtained from all background and compliance wells and analyzed for the parameters listed 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. Field quality control shall be in accordance with the permits, Chapter 62-160, Rule 62-520.600 F.A.C., DEP-SOP-001/01 (December 2008) and DEP-SOP-002/01 (December 2008).

Evaluation Monitoring: Quarterly Evaluation Monitoring is currently being conducted and is required for the following wells:

Existing Compliance Wells: C-9 through C-14  
Detection Wells Inside the Slurry Wall: D-9 through D-14  
Background Well: MW-25

First and third quarter sampling of the wells is in addition to the regular semi-annual events. The wells shall be sampled and analyzed for the parameters listed in Exhibit 2 and sampling shall be in accordance with Rule 62-701.510(6)(a)(3) F.A.C.

## SPECIAL REPORTING

**Requirements:** Elevation measurements, referenced to the National Geodetic Vertical Datum (NGVD), shall include groundwater surface elevation, the top of well casing, and land surface at each site at a precision of plus or minus 0.01 feet. A map shall be constructed depicting locations of wells and piezometers and corresponding groundwater elevations. This information shall be submitted to FDEP semi-annually, in conjunction with the semi-annual groundwater sampling results.

Per the permit, a technical report shall be submitted every two and one-half years during the active life of the Facility and every five years during the long-term care period in accordance with Rule 62-701.510(10)(b) F.A.C.; the last report was submitted on May 15, 2011, therefore the next report is due by November 15, 2013 and every 5 year and every 5 years thereafter. The report shall include a graphic plot of analytical laboratory data over time for the surface water sampling parameters. The groundwater and surface water monitoring programs shall be evaluated and the adequacy of the monitoring frequency and analyses shall be determined. The report shall be prepared, signed, and sealed by a professional geologist or qualified professional engineer.

FDEP groundwater and surface water reporting guidance can be found in Exhibit 5.

## SURFACE WATER

**Sampling Schedule:** Surface waters shall be sampled and analyzed semi-annually in conjunction with the groundwater sampling. Surface waters shall be sampled before June 30 and December 31 during each year of the permit. The results shall be submitted to FDEP not later than the 15<sup>th</sup> day of the month immediately following the end of the sampling period.

**Sampling Locations:** Surface water sampling locations SW-2 and SW-3, as shown on FIGURE 2-1, will be at the outfall structures while discharging. If discharge is not occurring at the time of sampling, surface water samples shall be collected from the approximate center of the wet detention pond.  
Surface water sampling locations SW-1, SW-4, and SW-5, as shown on FIGURE 2-1, will be sampled at the center of the respective area/ditch.

**Parameter List:** All surface water sampling locations shall be sampled and analyzed semi-annually for the parameters listed in Exhibit 2.

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

**NPDES**

FDEP NPDES Facility Identification Number: FLR05G139 [Under the Multi-Sector Generic Permit (MSGP) for Stormwater Discharge Associated with Industrial Activity]

Sampling Schedule: Analytical monitoring is to be completed each quarter during years 2 and 4 of the permit, with year two being 1/1/12 through 12/31/12. The results shall be reported by March 31<sup>st</sup> of the following year. Per the Discharge Monitoring Reports for Year 2 approval, dated August 28, 2013, Exhibit 8, Year 4 analytical monitoring will not be required.

Sampling Locations: Surface water sampling locations SW-2 and SW-3, as shown on FIGURE 2-1, will be at the outfall structures while discharging. If discharge is not occurring at the time of sampling, a Discharge Monitoring Report (DMR) must still be completed.

Parameter List: Grab samples shall be taken quarterly and during a rain event and assess key visual indicators of stormwater pollution – color, odor, clarity, floating solids, settled solids, suspended solids, foam, oil sheen, and other qualitative markers of pollution. The specific parameters are listed on the MSGP DMR sheets, provided in Exhibit 6. Guidance and DMR forms are included in Exhibit 6.

**LOFTON CREEK LANDFILL / MEADOWFIELD BLUFF SUBDIVISION**

FDEP Permit Numbers: 006699-006-SF/0064999-006-SF and Modification 64999-007-MM

Location: Lofton Creek Landfill is located approximately 2.5 miles east of Yulee on the south side of State Road A1A at latitude/longitude N30°37'30" /W82°33'40", in Nassau County, Florida.

Site Layout: See Figure 3-1

**GROUNDWATER**

Sampling Schedule: Semi-annual samples will be obtained before June 30 and December 30 during each year of the permit. The final reports shall be submitted to FDEP not later than the 15<sup>th</sup> day of the month immediately following the end of the sampling period.

Sampling Locations: The Groundwater Monitoring Plan consists of the following wells and piezometers:

Background Wells: Well Cluster\* MW-1 S,I  
Well Cluster\* MW-13 S,I

Detection Wells: Well Cluster\* MW-2 S,I  
Well Cluster\* MW-3 S

Well Cluster\* MW-4 S,I  
Well Cluster\* MW-5 S,I  
Well Cluster\* MW-6 S,I  
Well Cluster\* MW-7 S,I  
Well Cluster\* MW-8 S,I  
Well Cluster\* MW-9 S,I  
Well Cluster\* MW-10 S,I  
Well Cluster\* MW-12 S,I

Compliance Wells: Well Cluster\* MW-15 S,I  
Well Cluster\* MW-18 S,I  
Well Cluster\* MW-19 S,I  
Well Cluster\* MW-21 S,I  
Well Cluster\* MW-22 S,I  
Well Cluster\* MW-23 S,I  
Well Cluster\* MW-25 S,I

Water Level: MW-1 D  
MW-2D  
MW-3 I,D  
MW-4D  
MW-5D  
MW-6D  
MW-7D  
MW-8D  
MW-9D  
MW-10D  
MW-12 D  
MW-13 D  
MW-15 D  
MW-18D  
MW-19D  
MW-21 D  
MW-22D  
MW-23 D  
MW-25D

(\* ) Well clusters to consist of shallow (S), intermediate (I), and deep (D) screen interval wells

Groundwater levels shall be collected and recorded prior to evacuating the well for sample collection. Groundwater level measurements shall be collected semi-annually from monitoring well clusters MW-1 (S, I, D), MW-2 (S, I, D), MW-3 (S, I, D), MW-4 (S, I, D), MW-5 (S, I, D), MW-6 (S, I, D), MW-7 (S, I, D), MW-8 (S, I, D), MW-9 (S, I, D), MW-10 (S, I, D), MW-12 (S, I, D), MW-13 (S, I, D), MW-15 (S, I, D), MW-18 (S, I, D), MW-19 (S, I, D), MW-21 (S, I, D), MW-22 (S, I, D), MW-23 (S, I, D), and MW-25 (S, I, D).

**Parameter List:** All groundwater background, detection, and compliance monitoring wells shall be sampled and analyzed semi-annually for the parameters listed in Exhibit 3. Compliance with groundwater standards and/ or criteria shall be determined by analysis of unfiltered groundwater samples, unless the requirements of Rule 62-520.310(5) FAC., are satisfied.

**Field QC Samples:** Minimum of three (3) equipment blanks, three (3) trip blank, and three (3) duplicates will be collected for each sampling event. Field quality control shall be in accordance with the permits, Chapter 62-160, Rule 62-520.600 F.A.C., DEP-SOP-001/01 (December 2008) and DEP-SOP-002/01 (December 2008).

### **SPECIAL REPORTING**

**Requirements:** Elevation measurements, referenced to the National Geodetic Vertical Datum (NGVD), shall include groundwater surface elevation, the top of well casing, and land surface at each site at a precision of plus or minus 0.01 feet. A groundwater surface contour map shall be constructed by a professional geologist or qualified professional engineer, depicting the locations of wells and corresponding groundwater elevations. This information shall be submitted to FDEP in conjunction with the semiannual groundwater monitoring report forms.

A technical report shall be submitted by June 11, 2017, which is 61 days prior to the expiration of the standard 20-year long term care period (which ends on August 11, 2017). It shall contain the following:

- 1) Tabular displays of any data that shows a monitoring parameter has been detected, and graphical displays of any detected leachate key indicator parameters (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium, and iron), including hydrographs for all monitoring wells;
- 2) Trend analyses of any monitoring parameters consistently detected;
- 3) Comparisons among shallow, middle, and deep zone wells;
- 4) Comparisons between background water quality and the water quality in detection and compliance wells;
- 5) Correlations between related parameters such as total dissolved solids and specific conductance;
- 6) Discussion of erratic and/or poorly correlated data;
- 7) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
- 8) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.

The report shall contain an evaluation of the ground and surface water monitoring programs, and the adequacy of the monitoring frequency and analyses shall be determined. The report shall be prepared, signed, and sealed by a professional geologist or qualified professional engineer.

FDEP groundwater and surface water reporting guidance can be found in Exhibit 5.

Please note, per note (1) on the Bid Sheet, the November 2016 monitoring event replaces the semi-annual event for December 2016. This sampling event is intended to supplement the Stabilization Report with is due Decemebr 2016. At the present time, Nassau County intends for the following wells to be sampled for the parameters on the attached sheet; a total of 59 wells shall be sampled:

Background Wells:      Well Cluster\* MW-1 S, I, D  
                                    Well Cluster\* MW-13 S, I, D

Detection Wells:              Well Cluster\* MW-2 S, I, D  
                                    Well Cluster\* MW-3 S, I, D  
                                    Well Cluster\* MW-4 S, I, D  
                                    Well Cluster\* MW-5 S, I, D  
                                    Well Cluster\* MW-6 S, I, D  
                                    Well Cluster\* MW-7 S, I, D  
                                    Well Cluster\* MW-8 S, I, D  
                                    Well Cluster\* MW-9 S, I, D  
                                    Well Cluster\* MW-10 S, I, D  
                                    Well Cluster\* MW-12 S, I, D

Compliance Wells:      Well Cluster\* MW-15 S, I, D  
                                    Well Cluster\* MW-18 S, I, D  
                                    Well Cluster\* MW-19 S, I, D  
                                    Well Cluster\* MW-21 S, I, D  
                                    Well Cluster\* MW-22 S, I, D  
                                    Well Cluster\* MW-23 S, I, D  
                                    Well Cluster\* MW-25 S, I, D  
                                    MW-24 I, D

(\*) Well Clusters to consist of shallow (S), intermediate (I), and deep (D) screen interval wells

## **SURFACE WATER**

**Sampling Schedule:** Surface waters shall be sampled, analyzed, and reported semi-annually in conjunction with the groundwater sampling.

**Sampling Locations:** Surface water samples shall be collected from the approximate locations designated as SW-1, SW-2, SW-4, SW-5, and SW-6 on FIGURE 3-1. If the pond(s) are discharging, the sampling locations shall be at the point of discharge. If discharge is not occurring at the time of sampling, surface water samples shall be collected from the approximate center of the retention pond(s).

- Parameter List: All surface water sampling points shall be sampled and analyzed on a semiannual basis for the parameters listed in Exhibit 3.
- Field QC Samples: Minimum of one (1) equipment blank will be collected for each sampling event. Field quality control shall be in accordance with the permits, Chapter 62-160, Rule 62-520.600 F.A.C., DEP-SOP-001/01 (December 2008) and DEP-SOP-002/01 (December 2008).

### BRYCEVILLE LANDFILL

FDEP Permit Numbers: 0066724-006-SF and Modification 66724-007-MM

Location: Bryceville Class I Landfill is located approximately 12 miles south of County Road 108, off of State Road 121 at latitude/longitude N30026'54"/W82°00'25", in Nassau County, Florida.

Site Layout: See Figure 4-1

### **GROUNDWATER**

Sampling Schedule: Semi-annual samples will be obtained before June 30 and December 30 during each year of the permit. The final reports shall be submitted to FDEP not later than the 15<sup>th</sup> day of the month immediately following the end of the sampling period.

Sampling Locations: The Groundwater Monitoring Plan consists of the following wells and piezometers:

Background Well:	MW-1
Compliance Wells:	MW-2S & MW-2I
	MW-3S & MW-3I
	MW-4S & MW-4D
	MW-5I
Groundwater Elevation Only:	MW-4I
	MW-5S
	MW-6S & MW-6I

Groundwater levels shall be collected and recorded prior to evacuating the well for sample collection.

- Parameter List: All groundwater background, detection, and compliance monitoring wells shall be sampled and analyzed semi-annually for the parameters listed in Exhibit 4.
- Field QC Samples: Minimum of two (2) equipment blanks, two (2) trip blank, and two (2) duplicates will be collected for each sampling event.

## SPECIAL REPORTING

Requirements: Elevation measurements, referenced to the National Geodetic Vertical Datum (NGVD), shall include groundwater surface elevation, the top of well casing, and land surface at each site at a precision of plus or minus 0.01 feet. A groundwater surface contour map shall be constructed by a professional geologist or qualified professional engineer, depicting the locations of wells and corresponding groundwater elevations. This information shall be submitted to FDEP in conjunction with the semiannual groundwater monitoring report forms.

A technical report shall be submitted by December 29, 2016, which is 61 days prior to the expiration of the standard 20-year long term care period (which ends on February 28, 2017). It shall contain the following:

- 1) Tabular displays of any data that shows a monitoring parameter has been detected, and graphical displays of any detected leachate key indicator parameters (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium, and iron), including hydrographs for all monitoring wells;
- 2) Trend analyses of any monitoring parameters consistently detected;
- 3) Comparisons among shallow, middle, and deep zone wells;
- 4) Comparisons between background water quality and the water quality in detection and compliance wells;
- 5) Correlations between related parameters such as total dissolved solids and specific conductance;
- 6) Discussion of erratic and/or poorly correlated data;
- 7) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
- 8) An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.

The report shall contain an evaluation of the ground and surface water monitoring programs, and the adequacy of the monitoring frequency and analyses shall be determined. The report shall be prepared, signed, and sealed by a professional geologist or qualified professional engineer.

FDEP groundwater and surface water reporting guidance can be found in Exhibit 5.

Please note, per note (1) on the Bid Sheet, the November 2016 monitoring event replaces the semi-annual event for December 2016. This sampling event is intended to supplement the Stabilization Report which is due in December 2016. At the present time, Nassau County intends for the following wells to be sampled for the parameters on the attached sheet; a total of 12 wells shall be sampled:

Background Wells: MW-1 (Class 1)

Detection Wells: Well Cluster MW-2S, MW-2I  
Well Cluster MW-3S, MW-3I  
Well Cluster MW-4S, MW-4I, MW-4D



Well Cluster MW-5S, MW-5I  
Well Cluster MW-6S, MW-6I

**SURFACE WATER**

**Sampling Schedule:** Surface waters shall be sampled, analyzed, and reported semi-annually in conjunction with the groundwater sampling.

**Sampling Locations:** Surface water samples shall be collected from the approximate locations designated as SW-1 and SW-2 on FIGURE 4-1. If the pond(s) are discharging, the sampling locations shall be at the point of discharge. If discharge is not occurring at the time of sampling, surface water samples shall be collected from the approximate center of the retention pond(s).

**Parameter List:** All surface water sampling points shall be sampled and analyzed on a semiannual basis for the parameters listed in Exhibit 4.

**Field QC Samples:** Minimum of one (1) equipment blank will be collected for each sampling event.

**The Permits for all landfills are available for download at the below address:**  
**<https://app.box.com/s/bizfkedhzapn9jh4rk8g>**