

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

THIS CONTRACT entered into this 9th day of January, 2017, 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 **RS&H, Inc., 10748 Deerwood Park Boulevard South, Jacksonville, Florida 32256** 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. NC16-031, on November 17, 2016 at 10:00 a.m.; and

WHEREAS, the Solid Waste Department determined that RS&H, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; 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 Groundwater and Surface Water Monitoring services as further described in the Scope of Services attached hereto as Attachment "A" and made a part hereof.

SECTION 2. Receiving/Payment/Invoicing

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 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, with the contract number referenced thereon and mailed to the Nassau County Solid Waste Department at 46026 Landfill Road, Callahan, Florida 32011. Payment in advance of receipt of 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 Services

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets bid specifications and conditions. Should the 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 services. Should a representative of the County agree to accept the 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. Firm Prices

Prices for services covered in the specifications shall be firm; no additional fees or charges shall be accepted.

SECTION 5. 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 6. Permits/Licenses/Fees

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

SECTION 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 or default of the Vendor.

SECTION 15. 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 16. 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 17. Vendor Responsibilities

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

SECTION 18. 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 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 provide services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 19. Period of Contract/Option to Extend or Renew

This Contract shall begin on January 1, 2017 and terminate December 31, 2018. 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 three (3) 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Disputes

Any dispute, except as to Section 14, arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, 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 Vendor. 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

Vendor'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 Vendor. 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 Vendor. Vendor 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.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

SECTION 26. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.


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.

[Signatures begin on next page]

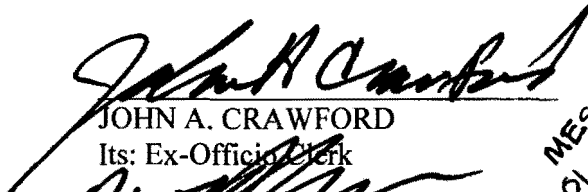
IN WITNESS WHEREOF, the parties have executed this contract, which shall be deemed an original on this day and year first above written.

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



DANIEL B. LEEPER
Its: Chairman

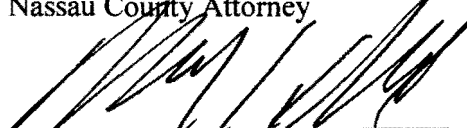
Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

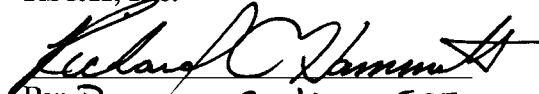
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Approved as to form and legality by the
Nassau County Attorney



MICHAEL S. MULLIN

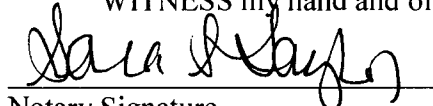
RS&H, Inc.


By: RICHARD C. HAMMETT
Its: VICE PRESIDENT

STATE OF Florida
COUNTY OF Duval

Before me personally appeared, RICHARD C. HAMMETT, 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 3rd day of January, 2017.


Notary Signature

Notary-Public-State of Florida at large

My Commission expires:

12/22/2018



ATTACHMENT "A" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK**Technical Specifications/Scope of Work
Groundwater and Surface Water Monitoring Services for the County Landfills
Bid Number NC16-031****1. Introduction**

Nassau County (COUNTY) operates and maintains three (3) closed landfills in accordance with the requirements of Long-Term Care permits issued by the Florida Department of Environmental Protection (FDEP). Each landfill permit includes a Water Quality Monitoring Plan (WQMP) made part of the permit, requiring routine groundwater and surface water sampling, analysis and reporting of monitoring results to the FDEP. Specific requirements, including identification/locations of monitoring wells and surface water stations, required monitoring parameters and electronic reporting instructions, are described in the WQMP for each closed landfill.

The Scope of Services for this RFP includes: Completion of regularly-occurring semi-annual groundwater and surface water monitoring requirements at each of the three landfills in accordance with the requirements of each landfill's WQMP issued by the FDEP. Primary service components include:

- Collection of groundwater/surface water samples, field sample testing and recording;
- Provision of a qualified analytical laboratory for sample analysis and reporting, and;
- Preparation of a written Semi-Annual Monitoring Report in accordance with, and addressing each of the reporting requirements of, each landfill WQMP and electronic submission of the report to the FDEP.

Nassau County's three landfills included in the Scope of Services for this RFP include:

- West Nassau Closed Class I Landfill (WACS Facility I.D.# 86315)
46026 Landfill Road, Callahan, Florida 32011
- Lofton Creek Closed Class I Landfill (WACS Facility I.D.# 37138)
2.5 miles east of Yulee on the south side of State Road AIA
Lofton Creek, Nassau County, Florida
- Bryceville Closed Landfill (WACS Facility I.D.# 37139)
12 miles south of County Road 108 off of County Road 121
Bryceville, Nassau County, Florida

The locations of the three landfills within Nassau County are shown on figures provided in EXHIBIT 1.

2. Facility Monitoring Networks

Site maps showing locations of monitoring wells, piezometers and surface water sampling stations at each facility are included in the following Exhibits:

EXHIBIT 2: West Nassau Landfill Monitoring Information Summary

- Sixteen (16) sampled monitoring wells
- Twenty-six (26) piezometers (water level only)
- One (1) surface water sampling station
- All monitoring wells/piezometers are 2-inch diameter PVC
- Laboratory groundwater parameter requirements are consistent at all wells
- Semi-Annual monitoring and reporting schedule
- Four (4) quarterly NPDES stormwater samples and DMR reporting in year 2018

EXHIBIT 3: Lofton Creek Landfill Monitoring Information Summary

- Thirty-seven (37) sampled monitoring wells
- Twenty (20) piezometers (water level only)
- Five (5) surface water sampling stations
- All monitoring wells/piezometers are 2-inch diameter PVC
- Laboratory groundwater parameter requirements vary from well to well
- Semi-Annual monitoring and reporting schedule

EXHIBIT 4: Bryceville Landfill Monitoring Information Summary

- Eight (8) sampled monitoring wells
- Four (4) piezometers (water level only)
- Two (2) surface water sampling stations
- All monitoring wells/piezometers are 2-inch diameter PVC
- Laboratory groundwater parameter requirements vary from well to well
- Semi-Annual monitoring and reporting schedule

Each landfill WQMP specifies completion of semi-annual sampling before June 30th and December 30th of each year.

A copy of the most recent FDEP issue of the WQMP for each landfill is presented in each of the Exhibits. The WQMP lists the Field and Laboratory Parameters required for semi-annual monitoring of groundwater and surface water at each landfill.

The list of laboratory parameters for groundwater at Lofton Creek and Bryceville are variable between monitoring wells:

- Monitoring well-specific groundwater parameters for Lofton Creek are listed in Appendix 3.3 of the landfill's WQMP.

- The list of monitoring wells and the list of monitoring well-specific groundwater parameters for Bryceville are listed in the WQMP and then amended by permit modification as reflected in Attachment A and Appendix 3.3, respectively, of the WQMP for this landfill.

The list of parameters for NPDES surface water sampling at West Nassau Landfill is included in EXHIBIT 6.

3. Water Sampling and Analysis Requirements

- 3.1 The CONTRACTOR shall provide qualified and experienced personnel to complete field sampling and testing activities at groundwater monitoring wells and surface water sampling stations in strict accordance with the requirements of the latest issue of the FDEP Standard Operating Procedures for Field Activities (DEP-SOP-001/01);
- 3.2 The CONTRACTOR shall coordinate field sampling activities with the COUNTY and provide notice to the COUNTY of proposed sampling activities at each landfill at least 14 days prior to mobilization;
- 3.3 The CONTRACTOR shall provide the services of a qualified commercial analytical laboratory for chemical analysis of collected groundwater and surface water samples. The laboratory shall complete analyses of collected samples in strict accordance with the requirements of the latest issue of the FDEP Standard Operating Procedures for Laboratory Activities (DEP-SOP-002/01). Laboratory minimum detection limits shall be less than the Chapter 62-777, F.A.C. Groundwater Cleanup Target Level (GCTL) for each parameter analyzed. The laboratory shall be capable, experienced and up to date with the FDEP electronic data reporting program (ADaPT) for solid waste disposal facilities;
- 3.4 The CONTRACTOR shall first measure and record water levels in all monitoring wells and piezometers within an 8-hour period prior to commencement of groundwater sampling activities at each landfill;
- 3.5 The CONTRACTOR shall ensure that all monitoring wells listed in the FDEP Water Quality Monitoring Plan for each landfill are sampled and analyzed for the parameters listed for each well at each landfill. In the event that unsuitable sampling conditions are noted at any well, the CONTRACTOR shall record the reason(s) for not sampling the well on the FDEP Groundwater Sampling Log. In the event that unsuitable surface water conditions are noted at surface water monitoring stations such conditions shall be noted on the FDEP Surface Water Sampling Log;

- 3.6 The CONTRACTOR shall ensure that all collected samples are timely delivered to the analytical laboratory to allow for chemical analyses within acceptable holding times for each constituent;
- 3.7 The CONTRACTOR shall ensure that all monitoring wellheads are returned to covered and locked condition at the conclusion of sampling activities;
- 3.8 The CONTRACTOR shall ensure that low-flow sampling methods (0.05 to 0.07 gpm) are used at Bryceville monitoring well MW-2i for well purging and sampling;
- 3.9 The CONTRACTOR shall, at the time of sampling, conduct a visual inspection of each well to identify any damage or malfunction to the well, well casing, protective well cover, lock and locking system, labeling, well pad, protective bollards and surrounding fencing. Any noted issues or damage shall be immediately reported to the COUNTY no later than 24 hours after inspection, and;
- 3.10 The COUNTY will make a determination on the necessary monitoring well repairs no later than 4 working days after notification. If repairs are to be performed by the CONTRACTOR, then the necessary work shall be completed within a 60-day period. If the repairs are performed by the COUNTY, the work shall be completed within a 60-day period. If a monitoring well is unable to be sampled during its normal time frame, the CONTRACTOR shall sample the well within 30 days of repair and results submitted to the COUNTY within 30 days and to the FDEP within 60 days. Costs of any monitoring well repairs shall be agreed upon between the COUNTY and the CONTRACTOR prior to commencement of any remedial work by the CONTRACTOR.
- 3.11 The CONTRACTOR shall complete analytical monitoring for surface water location SW-3, as shown on Exhibit 2, Figure 1. Samples shall be taken quarterly during years 2 and 4 of the NPDES permit and after a qualifying rain event with results reported in accordance with the facility's NPDES permit. Year two of the permit is January 1, 2017 through December 31, 2017. In the event that no qualifying rainfall or discharge events occur during any quarter in year 2017 or 2019, the CONTRACTOR shall submit a DMR to the FDEP indicating "no discharge" for that quarter.

4. Data Analysis and Reporting

- 4.1 The CONTRACTOR shall review the laboratory reports within five (5) working days of receipt from the analytical laboratory and notify the COUNTY of results that exceed GCTLs and warrant, in the CONSULTANTS opinion, consideration of resampling of the well(s) for confirmation of the original results. Confirmation sampling (resampling) shall be completed within thirty (30) days of receipt of the original laboratory report;

- 4.2 The CONTRACTOR shall prepare a written Semi-Annual Water Quality Monitoring Report (Monitoring Report) for each landfill. The Monitoring Report shall meet the requirements for reporting specified in each landfill WQMP, Item n: Report Submittals;
- 4.3 The Monitoring Report shall be prepared in draft for review and approval of the COUNTY prior to submission to the FDEP. The review draft shall include report text, tables and groundwater contour map(s). The CONTRACTOR will provide a draft copy of each Monitoring Report (text, tables and contour maps) in Adobe PDF Format to the COUNTY for review purposes within thirty (30) days of receipt of laboratory analytical reports. A completed Ground Water Monitoring Report Certification Form (DEP Form #62-520.900(2)) shall be sent to the COUNTY for signature and inclusion with each Monitoring Report;
- 4.4 Upon approval of the draft report by the COUNTY, the CONTRACTOR shall prepare the final Monitoring Report suitable for submission to the FDEP. The report shall be submitted electronically to the FDEP in accordance with the latest issue of "Guidance for Submitting Electronic Water Quality Data to the Solid & Hazardous Waste Programs" provided in Appendix 5.
- 4.5 The NPDES Discharge Monitoring Report (DMR) shall be completed by the CONTRACTOR and submitted to the FDEP at the address listed in "Guidance for the Reporting Requirements of the State of Florida's Multi-Sector Generic Permit for Stormwater Discharges Associated with Industrial Activity (MSGP)" provided in EXHIBIT 6.

* * * * *

SEMI-ANNUAL FDEP WATER QUALITY MONITORING AT
NASSAU COUNTY CLOSED LANDFILLS

BID FORM

Instructions for completing this form: This form has been locked except for those cells highlighted in yellow. Please enter your "Cost per Sample" or "Event" and the spreadsheet will automatically total.

Bidder's Name: RS&H, Inc.

WEST NASSAU LANDFILL						
Item	Field Component		Schedule	Cost per Event	Events per Year	Annual Cost
1	Field Sampling Groundwater and Surface Water		Semi-Annual	\$ 768.00	2	\$ 1,536.00
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
2	Groundwater Analysis	Semi-Annual	\$ 208.00	16	2	\$ 6,656.00
3	Surface Water Analysis	Semi-Annual	\$ 289.00	1	2	\$ 578.00
4	NPDES Surface Water (Year 2017 & 2019)	Quarterly & Per Rain Event	\$ 23.00	1	4	\$ 92.00
5	GW Equipment Blanks	Semi-Annual	\$ 208.00	2	2	\$ 832.00
6	SW Equipment Blanks	Semi-Annual	\$ 289.00	1	2	\$ 578.00
7	Groundwater Trip Blanks	Semi-Annual	\$ 0.00	1	2	\$ 0.00
8	Surface Water Trip Blanks	Semi-Annual	\$ 0.00	1	2	\$ 0.00
9	GW Duplicate Samples	Semi-Annual	\$ 208.00	2	2	\$ 832.00
10	SW Duplicate Samples	Semi-Annual	\$ 289.00	1	2	\$ 578.00
Item	Reporting Component		Schedule	Cost per Event	Events per Year	Annual Cost
11	WQMP Report Preparation and FDEP Submission		Semi-Annual	\$ 1,375.00	2	\$ 2,750.00
12	NPDES DMR Preparation and FDEP Submission		Quarterly & Annually	\$ 230.00	5	\$ 1,150.00
WEST NASSAU LANDFILL TOTAL						\$ 15,582.00
Item	Add/Alternate ^{1b}		Number of Resamples		Cost per Resample	
13	Field Resampling Groundwater		1 to 4		\$ 198.00	
14	Field Resampling Groundwater		More than 4		\$ 396.00	
15	Field Resampling Surface Water		1		\$ 198.00	
LOFTON CREEK LANDFILL						
Item	Field Component		Schedule	Cost per Event	Events per Year	Annual Cost
16	Field Sampling Groundwater		Semi-Annual	\$ 1,535.00	2	\$ 3,070.00
17	Field Sampling Surface Water		Semi-Annual	\$ 50.00	2	\$ 100.00
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost
18	Groundwater Analysis	Semi-Annual		37	2	
18A	MW-1S	Semi-Annual	\$ 165.00	1	2	\$ 330.00
18B	MW-1I	Semi-Annual	\$ 165.00	1	2	\$ 330.00
18C	MW-2S	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18D	MW-2I	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18E	MW-3S	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18F	MW-4S	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18G	MW-4I	Semi-Annual	\$ 132.00	1	2	\$ 264.00
18H	MW-5S	Semi-Annual	\$ 132.00	1	2	\$ 264.00
18I	MW-5I	Semi-Annual	\$ 15.00	1	2	\$ 30.00
18J	MW-6S	Semi-Annual	\$ 132.00	1	2	\$ 264.00
18K	MW-6I	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18L	MW-7S	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18M	MW-7I	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18N	MW-8S	Semi-Annual	\$ 132.00	1	2	\$ 264.00
18O	MW-8I	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18P	MW-9S	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18Q	MW-9I	Semi-Annual	\$ 143.00	1	2	\$ 286.00
18R	MW-10S	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18S	MW-10I	Semi-Annual	\$ 132.00	1	2	\$ 264.00
18T	MW-12S	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18U	MW-12I	Semi-Annual	\$ 75.00	1	2	\$ 150.00
18V	MW-13S	Semi-Annual	\$ 165.00	1	2	\$ 330.00
18W	MW-13I	Semi-Annual	\$ 165.00	1	2	\$ 330.00
18X	MW-15S	Semi-Annual	\$ 75.00	1	2	\$ 150.00

**SEMI-ANNUAL FDEP WATER QUALITY MONITORING AT
NASSAU COUNTY CLOSED LANDFILLS**

BID FORM

18Y	MW-15I	Semi-Annual	\$ 132.00	1	2	\$	264.00
18Z	MW-18S	Semi-Annual	\$ 132.00	1	2	\$	264.00
18AA	MW-18I	Semi-Annual	\$ 132.00	1	2	\$	264.00
18BB	MW-19S	Semi-Annual	\$ 75.00	1	2	\$	150.00
18CC	MW-19I	Semi-Annual	\$ 86.00	1	2	\$	172.00
18DD	MW-21S	Semi-Annual	\$ 154.00	1	2	\$	308.00
18EE	MW-21I	Semi-Annual	\$ 143.00	1	2	\$	286.00
18FF	MW-22S	Semi-Annual	\$ 86.00	1	2	\$	172.00
18GG	MW-22I	Semi-Annual	\$ 86.00	1	2	\$	172.00
18HH	MW-23S	Semi-Annual	\$ 143.00	1	2	\$	286.00
18II	MW-23I	Semi-Annual	\$ 86.00	1	2	\$	172.00
18JJ	MW-25S	Semi-Annual	\$ 97.00	1	2	\$	194.00
18KK	MW-25I	Semi-Annual	\$ 143.00	1	2	\$	286.00
19	Surface Water Analysis	Semi-Annual	\$ 321.00	5	2	\$	3,210.00
20	GW Equipment Blanks	Semi-Annual	\$ 165.00	4	2	\$	1,320.00
21	SW Equipment Blanks	Semi-Annual	\$ 321.00	1	2	\$	642.00
22	GW Trip Blanks	Semi-Annual	\$ 0.00	3	2	\$	0.00
23	SW Trip Blanks	Semi-Annual	\$ 0.00	1	2	\$	0.00
24	GW Duplicate Samples	Semi-Annual	\$ 165.00	3	2	\$	990.00
25	SW Duplicate Samples	Semi-Annual	\$ 321.00	1	2	\$	642.00
Item	Reporting Component	Schedule	Cost per Event	Events per Year	Annual Cost		
26	WQMP Report Preparation and FDEP Submission	Semi-Annual	\$ 2,375.00	2	\$ 4,750.00		
LOFTON CREEK LANDFILL TOTAL						\$	23,436.00
Item	Add/Alternate ¹⁾	Number of Resamples		Cost per Resample			
27	Field Resampling Groundwater	1 to 4		\$ 198.00			
28	Field Resampling Groundwater	More than 4		\$ 396.00			
29	Field Resampling Surface Water	1 to 4		\$ 198.00			
BRYCEVILLE LANDFILL							
Item	Field Component	Schedule	Cost per Event	Events per Year	Annual Cost		
30	Field Sampling Groundwater	Semi-Annual	\$ 445.00	2	\$ 890.00		
31	Field Sampling Surface Water	Semi-Annual	\$ 28.00	2	\$ 56.00		
Item	Analytical Component	Schedule	Cost per Sample	Samples per Event	Events per Year	Annual Cost	
32	Groundwater Analysis	Semi-Annual		8	2		
32A	MW-1S	Semi-Annual	\$ 71.00	1	2	\$ 142.00	
32B	MW-2S	Semi-Annual	\$ 50.00	1	2	\$ 100.00	
32C	MW-2I	Semi-Annual	\$ 60.00	1	2	\$ 120.00	
32D	MW-3S	Semi-Annual	\$ 50.00	1	2	\$ 100.00	
32E	MW-3I	Semi-Annual	\$ 50.00	1	2	\$ 100.00	
32F	MW-4S	Semi-Annual	\$ 38.00	1	2	\$ 76.00	
32G	MW-4D	Semi-Annual	\$ 11.00	1	2	\$ 22.00	
32H	MW-5I	Semi-Annual	\$ 11.00	1	2	\$ 22.00	
33	Surface Water Analysis	Semi-Annual	\$ 350.00	2	2	\$ 1,400.00	
34	GW Equipment Blanks	Semi-Annual	\$ 71.00	2	2	\$ 284.00	
35	SW Equipment Blanks	Semi-Annual	\$ 350.00	1	2	\$ 700.00	
36	GW Trip Blanks	Semi-Annual	\$ 0.00	2	2	\$ 0.00	
37	SW Trip Blanks	Semi-Annual	\$ 0.00	1	2	\$ 0.00	
38	GW Duplicate Samples	Semi-Annual	\$ 71.00	1	2	\$ 142.00	
39	SW Duplicate Samples	Semi-Annual	\$ 350.00	1	2	\$ 700.00	
Item	Reporting Component	Schedule	Cost per Event	Events per Year	Annual Cost		
40	WQMP Report Preparation and FDEP Submission	Semi-Annual	\$ 400.00	2	\$ 800.00		
BRYCEVILLE LANDFILL TOTAL						\$	5,654.00
Item	Add/Alternate ¹⁾	Number of Resamples		Cost per Resample			
41	Field Resampling Groundwater	1 to 4		\$ 198.00			
42	Field Resampling Groundwater	More than 4		\$ 396.00			
43	Field Resampling Surface Water	1 to 4		\$ 198.00			

**SEMI-ANNUAL FDEP WATER QUALITY MONITORING AT
NASSAU COUNTY CLOSED LANDFILLS**

BID FORM
BID SUMMARY

Nassau County Landfill	Annual Cost
West Nassau Landfill	\$ 15,582.00
Lofton Creek Landfill	\$ 23,436.00
Bryceville Landfill	\$ 5,654.00
TOTAL ANNUAL COST	\$ 44,672.00

Notes: a). The Add/Alternate Items for each landfill are not to be included in the Landfill Subtotal or the Bid Total. These costs will still be considered in the Bid analyses by assuming a hypothetical number of resampling:

- Field Resampling Groundwater (1 to 4): 1
- Field Resampling Groundwater (More than 4): 5
- Field Resampling Surface Water (1 to 4): 1

b). The Lofton Creek and Bryceville landfills are nearing the end of long term care in 2017 and water quality monitoring could end at Bryceville Landfill and be reduced at the Lofton Creek Landfill. Therefore, this Scope of Services during the Contract Period does not guarantee a maximum or minimum number or frequency of samples to be analyzed during the Contract Period for each of the landfill facility locations; the numbers given are best estimates of quantities as currently permitted. Should the number of samples or the frequency of analysis for any parameter be increased or decreased, the CONTRACTOR shall honor the unit price indicated on the Bid Form.

Richard Hammett, VP.
Bidder's Name


Signature of Authorized Representative

11/14/16
Date

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202	CONTACT NAME: Todd Peters PHONE (A/C, No. Ext): 904-354-3785 FAX (A/C, No.): 904-634-1302 E-MAIL ADDRESS: tpeters@hardeninsight.com												
INSURER(S) AFFORDING COVERAGE													
INSURED REYNO-1 RS&H, Inc. 10748 Deerwood Park Blvd S Jacksonville FL 32256	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INSURER A: Charter Oak Fire Insurance Co</td> <td style="text-align: right;">25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td style="text-align: right;">25658</td> </tr> <tr> <td>INSURER C: Travelers Property/Casualty Co</td> <td style="text-align: right;">25674</td> </tr> <tr> <td>INSURER D: Phoenix Insurance Company</td> <td style="text-align: right;">25623</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td style="text-align: right;">85202</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Charter Oak Fire Insurance Co	25615	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property/Casualty Co	25674	INSURER D: Phoenix Insurance Company	25623	INSURER E: Lloyds of London	85202	INSURER F:	
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INSURER D: Phoenix Insurance Company	25623												
INSURER E: Lloyds of London	85202												
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 1000059392** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY	Y		6304711N755	6/28/2016	6/28/2017	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			8104621M601	6/28/2016	6/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Comp/Coll Deductible \$1,000/\$1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP4711N755	6/28/2016	6/28/2017	EACH OCCURRENCE \$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
C D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	PJUB915K337416 PVYCNBUB5388B307	12/1/2016 12/1/2016	12/1/2017 12/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
E E	<input type="checkbox"/> Professional Liability with Contractors Pollution Liab.			DR1600805 DR1600807	6/28/2016 6/28/2016	6/28/2017 6/28/2017	Per Claim Aggregate Retention \$5,000,000 \$50,000
	<input type="checkbox"/> Claims Made; 1/1/42 Retro Date						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Description of Operations: Groundwater and Surface Water Monitoring and County Landfills

Nassau County, a political subdivision of the State of Florida, its officers, employees and agents is listed as additional insured on the General Liability.

30 Day NOC is provided except for non-payment of premium.

CERTIFICATE HOLDER Nassau County Contract Management 96135 Nassau Place, Suite 2 Yulee FL 32097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Toddy Peters</i>
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