

Tab H Request authorization to negotiate extension of
Spectrum Data Solutions contract.

APPROVED

DATE 2/25/04
cr



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

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

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

MICHAEL S. MULLIN
County Attorney

MEMORANDUM

TO: LARRY MYERS, INTERIM COUNTY ADMINISTRATOR
FROM: THE MANAGEMENT COMMITTEE
DATE: FEBRUARY 10, 2004
RE: WEST NASSAU, LOFTON CREEK AND BRYCEVILLE LANDFILLS

The Management Committee received copies of your memorandum dated February 6, 2004 regarding the above referenced.

The Management Committee recommends that this matter be placed on the next Board agenda for their consideration and action.

Thank you for your assistance in this matter.

MSM:Jb

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COUNTY COORDINATOR'S
OFFICE
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OUT FEB 11 PM 12:24

MEMORANDUM

TO: Management Committee

FROM: Larry Myers, Interim County Administrator

SUBJECT: West Nassau, Lofton Creek, and Bryceville Landfills

DATE: February 06, 2004

Dictated but not proof read by
Larry Myers - Mailed in his
absence to avoid delay. *LM*

The Board of County Commissioners approved the original agreement October 16, 2000 for one year with automatic additional periods of one year, (see attachment #1) Spectrum Data Solutions has followed a five year path, (as shown on attachment #2) that runs through fiscal year 2004/2005.

Looking to the future, there are two choices available to continue their services beyond September 2005:

1. Request a cost proposal from Spectrum Data Solutions to continue the services.
2. Prepare bid documents, advertise and seek proposals for a new ground water monitoring contract.

In preliminary discussions with Golder Associates, the rough estimate to prepare the bid package, receive, and evaluate proposals would be \$25,000.00 to \$35,000.00. Both Solid Waste Management Director and Golder Associates are satisfied with the work and reports provided by Spectrum Data Solutions. Further, Pedro Montero, President, has provided continuous monitoring services for the West Nassau, Lofton Creek, and Bryceville Landfills. Spectrum Data Solutions has field knowledge of all three sites.

In view of the above, I would recommend first seeking a proposal for additional years of monitoring services from Spectrum Data Solutions and if satisfactory, then extend the existing contract.

If not, then we should seek a detailed estimate from Golder Associates to prepare a bid package to seek technical testing firms for these services.

(904) 225-2610 Board Room; 321-5782, (800) 789-6673

An Affirmative Action / Equal Opportunity Employer

It is advantageous to have an independent third party technical firm providing these ground water monitoring services. We should not lump these monitoring services in with our Engineer of Record in its Landfill, Golder Associates.


I look forward to discussing this with you further.

Thank you.

cc: Bob McIntyre, Solid Waste Management Director
Cathy Lewis, Administrative Services

MEMORANDUM

TO: Larry Myers, Interim County Administrator

FROM: Cathy Lewis, Administrative Services Department 

DATE: February 2, 2004

SUBJECT: Spectrum Data Solutions, Inc. (SDS) agreement information

Per your request of today, I am attaching information regarding the Agreement Nassau County Board of County Commissioners has with SDS. If additional information is needed, I'll be happy to provide. Thank you.

Attachment

SPECTRUM DATA SOLUTIONS, INC

ORIGINAL AGREEMENT COPY WITH
* PROPOSAL ~~Commit~~

BCC APPROVED 10/16/00

* Certain pages as requested

G 2/2/04

ATTACHMENT #1

ARTICLE IV - TERM

(a) This AGREEMENT shall become effective as of the date of execution and the initial term shall be for 1 year.

(b) This AGREEMENT shall automatically renew for additional periods of one (1) year unless either party notifies the other, at least sixty (60) days prior to the expiration of the then current term, of its desire to terminate the AGREEMENT. ★

ARTICLE V - PERMIT ASSISTANCE

CONTRACTOR shall be responsible for identifying all required permits, obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services.

ARTICLE VI COMPLIANCE WITH LAWS AND PROFESSIONAL STANDARDS

CONTRACTOR shall perform the Services in accordance with prevailing professional standards and ethics, and in compliance with valid and applicable governmental laws, rules and regulations. If CONTRACTOR believes compliance with CLIENT's directions could violate applicable professional standards or ethics, or applicable governmental laws, rules or regulations, then CONTRACTOR shall so advise CLIENT. CLIENT and CONTRACTOR shall immediately enter into discussions to arrive at a mutually satisfactory solution.

ARTICLE VII - STANDARD OF CARE

The Services will be performed on behalf of and solely for the exclusive use of CLIENT and for no other project. The Services performed by CONTRACTOR shall be conducted in a manner consistent with level of care and skill ordinarily exercised by members of the engineering and consulting professions in the same locale acting under similar circumstances and conditions. CONTRACTOR may employ such CONTRACTOR's consultants as CONTRACTOR deems necessary to assist in the performance or furnishing of services hereunder.

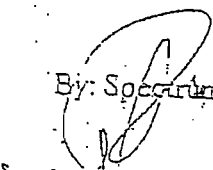
ARTICLE VIII - DELIVERABLES

All deliverables including, but not limited to, any and all reports and drawings, prepared by CONTRACTOR hereunder shall become CLIENT's property upon payment for CONTRACTOR's Services. CONTRACTOR shall retain copies of all deliverables for its files.

(c) CONTRACTOR will not be liable for loss or damage to wells as a result of subsurface trespass or from operation services including, but not limited to, pollution, contamination or loss of equipment in the well.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized agents as of the day and year above written.

CONTRACTOR:

By:  Spectrum Data Solutions

Name: Pedro S. Montero

Title: President

Telephone: (904) 880-8480

Address: 11250 - 15 Old St. Augustine Road

Suite 328 Jacksonville, FL 32257

Date: 11/2/2000

Signed, Sealed and Delivered
On Our Presence at Witness

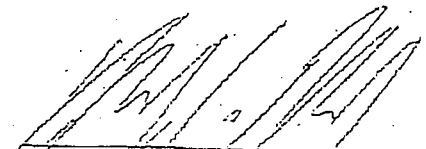
NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

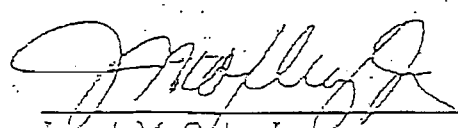
BCCap 10
10/16/00


Nick D. Deonas, Chairman

OFFICIAL CORPORATE SEAL
SPECTRUM DATA SOLUTIONS, INC
FLORIDA 1997

Approved As To Form:


Michael S. Mullins
Nassau County


Joseph M. Oakley Jr.

ATTACHMENT #2

PROPOSAL FOR THE GROUND WATER AND SURFACE WATER
MONITORING SERVICES FOR THE WEST NASSAU, LOFTON
CREEK AND BRYCEVILLE LANDFILLS

Prepared for:

Nassau County Board of County Commissioners
Nassau County, Florida

September 26, 2000

SUBMITTED BY

SPECTRUM DATA SOLUTIONS, INC.
11250-15 OLD ST. AUGUSTINE ROAD
SUITE 328
JACKSONVILLE, FLORIDA 32257

1.6.5 Project Totals

00/00

Site	Total Cost Year 1	
	Sampling and Analysis	Reporting
West Nassau Class 1 Landfill	\$32,425.00	\$7,580.00
West Nassau Closure Area	\$9,050.00	NA
Loflon Creek/Meadowfield Bluff Subdivision	\$31,398.00	\$6,810.00
Bryceville Landfill	\$8,700.00	\$4,210.00
Totals	\$81,573.00	\$18,600.00

9/26/00 Proposed

01/02

02/03

03/04

04/05

Site	Total Costs							
	Year 2		Year 3		Year 4		Year 5	
	S&A	RPT	S&A	RPT	S&A	RPT	S&A	RPT
West Nassau Class 1 Landfill	\$20,288.00	\$4,080.00	\$20,288.00	\$7,580.00	\$20,288.00	\$4,080.00	\$20,288.00	\$7,580.00
West Nassau Landfill Closure Area	\$4,562.00	NA	\$4,562.00	NA	\$4,562.00	NA	\$4,562.00	NA
Loflon Creek Landfill	\$71,462.00	\$2,610.00	\$31,398.00	\$6,810.00	\$31,398.00	\$2,610.00	\$31,398.00	\$6,810.00
Bryceville Landfill	\$17,724.00	\$1,610.00	\$8,700.00	\$4,210.00	\$8,700.00	\$1,610.00	\$8,700.00	\$4,210.00
Totals	\$114,036.00	\$8,300.00	\$64,948.00	\$18,600.00	\$64,948.00	\$8,300.00	\$64,948.00	\$18,600.00

\$ 122,336

\$ 83,548

\$ 73,248

\$ 83,548

Notes:

- (1) Year 1 for West Nassau Class 1 and Closure Area includes special 4th Quarter 2000 sampling and analyses and the Bi-annual Report
- (2) S&A = Sampling and Analysis, RPT = Reporting, NA = Not Applicable (reports combined with other landfill reports)
- (3) Costs for Year 2 through 5 should include special analyses and bi-annual reports, as required

SPECTRUM DATA SOLUTIONS, INC

AGREEMENT INCREASE \$11,340

BOARD APPROVED 1/14/02 (w 04/02

BCC approved 9/30/02
02/03 Final

Estimated Budget
Annual Monitoring
Nassau County, Florida
September 12, 2002

Annual Cost To Perform Monitoring from October 1, 2002 to September 30, 2003.

West Nassau Landfill Vertical Expansion	\$ 36,088
West Nassau Landfill Closure Area	\$ 4,562
Lofion Creek Landfill	\$ 41,328
Bryceville Landfill	<u>\$ 12,910</u>
	\$ 94,888

*Estimated Total for the Annual Monitoring program
For the three Nassau County Landfills

\$ 94,888

*This estimated budget includes laboratory, field and consulting services to comply with the monitoring and requirements of the three Nassau County Landfills. The information was obtained from the permits provided to SDS by Nassau County.

BCC appx 10
9/22/03
03/04 Fiscal yr.

Estimated Budget
Annual Monitoring
Nassau County, Florida
September 11, 2003

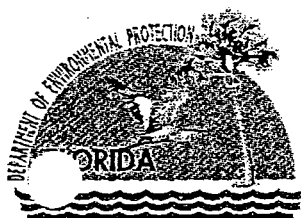
Annual Cost To Perform Monitoring from October 1, 2003 to September 30, 2004.

West Nassau Landfill Vertical Expansion	\$ 32,588
West Nassau Landfill Closure Area	\$ 4,562
Lofton Creek Landfill	\$ 35,232
Bryceville Landfill	\$ 10,310
Additional Work on the West Nassau landfill (Requested by Golder Associates)	\$ 1,084
Sign and Sealing of Documents	\$ <u>2,000</u>
	\$ 85,776

*Estimated Total for the Annual Monitoring program
For the three Nassau County Landfills

\$ 85,776

*This estimated budget includes laboratory, field and consulting services to comply with the monitoring and requirements of the three Nassau County Landfills. The information was obtained from the permits provided to SDS by Nassau County.



Jeb Bush
Governor

Department of Environmental Protection

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

David B. Struhs
Secretary

January 30, 2004

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

Dear Chairman Samus:

West Nassau County Class I Landfill
Permit Number 0002870-002-SC
Warning Letter No. WL03-0655SW45NED
Nassau - Solid Waste Enforcement

The Department has received and reviewed Nassau County's January 22 letter and January 29 facsimile requesting an additional 30-day extension in order to complete the corrective actions requested by the Department in Warning Letters WL03-0650SW45NED and WL03-0655SW45NED.

The Department hereby grants an additional 30 days to be added to the January 30, 2004 corrective actions completion due date specified on pages three and four of Department Warning Letter WL03-0655SW45NED. West Nassau County Class I Landfill shall now have until March 2, 2004 to complete the corrective actions specified in Department Warning Letters WL03-0650SW45NED and WL03-0655SW45NED.

Thank you for your continued cooperation in the resolution this matter. If you have any questions regarding this letter or would like to schedule a meeting to discuss this matter further, please contact Brian Durden at 904/807-3367.

Sincerely,

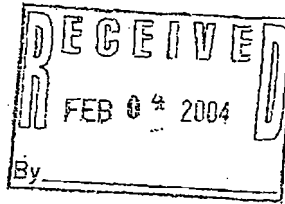
Michael J. Fitzsimmons
Waste Program Administrator

MJF:bd:ml
8D

cc: Robert McIntyre, West Nassau Landfill
Michael Mullin, County Attorney



SPECTRUM DATA
SOLUTIONS, INC.



COPY

January 15, 2004

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

RE: Response open well incident

Dear Mr McIntyre:

In response to your letter dated 12/31/2003 Spectrum Data Solutions, Inc., has initiated a new procedure to make sure that all the wells sampled during the monitoring events are capped and locked at the end of the event. At the West Nassau landfill SDS, Inc. will go around the site twice at the end of the sampling event to make double check and make sure all the wells sampled are secure. In the West Nassau landfill, a county employee, will be notified at the end of the monitoring event so he can also make his round to double check that the wells are secured.

Also to relieve your concerns of possible contamination in monitoring well C-11 the results of analysis (semiannual report) for the December 21, 2003 indicated that no contamination was detected in the groundwater sample. Furthermore, SDS, Inc. resampled monitoring well C-11 for volatile organics on January 3, 2004, and the results of analysis (attached to this letter) indicate that no contaminants were detected in the groundwater sample. The retesting of the groundwater in monitoring well C-11 has been performed at no cost to the county.

If you have any questions or comments, please call

Sincerely,

Spectrum Data Solutions Inc.

Pedro S. Montero
Project Manager

cc. Mr. Brian Durden, FDEP Northeast District.



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

Phone: 904-880-8480
Fax: 904-292-0556
Email: sdsinc2@comcast.net

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