

**EXTENSION AGREEMENT**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between SUMTER COUNTY, FLORIDA, (County) and THE COLINAS GROUP, INC. (Consultant).

WHEREAS, the parties executed an agreement dated March 23, 2010 and extended the agreement for a professional consultant to perform groundwater testing and landfill gas migration reports for the closed landfill at the Solid Waste Department. The extended agreement is set to expire on April 15, 2013.

WHEREAS, the County desires to renewal this agreement at this time under the same terms and conditions as the initial term.

NOW, THEREFORE, the parties agree as follows:

1. That certain Agreement between the parties dated March 23, 2010, is hereby extended to April 15, 2014, using the same fee schedule, terms and conditions as the initial term.
2. No other terms or conditions of said agreement are affected in any way by this extension.

The Sumter County Board of County Commissioners directed that all vendors doing business with Sumter County as of August 1, 2012 must certify that they are E-Verify compliant, pursuant to that direction; this agreement is amended by adding the following paragraph:

E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

THIS AGREEMENT executed the day and year first above written.

\_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,  
SUMTER COUNTY, FLORIDA

Witness:

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Witness:

THE COLINAS GROUP, INC.  
  
\_\_\_\_\_  
By: RICHARD L. POTTS, JR.  
Title: VICE PRESIDENT

**EXTENSION AGREEMENT**

This agreement is made and entered into this 10 day of April, 2012, between SUMTER COUNTY, FLORIDA, (County) and THE COLINAS GROUP, INC. (Consultant).

WHEREAS, the parties executed an agreement dated March 23, 2010 and extended the agreement on March 22, 2011 for a professional consultant to perform groundwater testing and landfill gas migration reports for the closed landfill at the Solid Waste Department. The extended agreement is set to expire on April 15, 2012.

WHEREAS, the County desires to renewal this agreement at this time under the same terms and conditions as the initial term.

NOW, THEREFORE, the parties agree as follows:

1. That certain Agreement between the parties dated March 23, 2010, is hereby extended to April 15, 2013, using the same fee schedule, terms and conditions as the initial term.
2. No other terms or conditions of said agreement are affected in any way by this extension.

THIS AGREEMENT executed the day and year first above written.



[Signature]  
Clerk

BOARD OF COUNTY COMMISSIONERS,  
SUMTER COUNTY, FLORIDA

[Signature]  
By: GARRY BREEDEN  
Title: CHAIRMAN

Witness:

[Signature]  
Witness:

THE COLINAS GROUP, INC.  
[Signature]  
By: Richard L. Potts, Jr.  
Title: VICE PRESIDENT



## AGREEMENT FOR SERVICES

This agreement is made and entered into this 23<sup>rd</sup> day of March, 2010, between the Sumter County Board of County Commissioners (County) and The Colinas Group (TCG).

NOW, THEREFORE, the parties agree as follows:

- 1) This agreement shall go into effect on April 1, 2010, and shall expire on April 15, 2011, which is the due date for test reporting required by the Florida Department of Environmental Protection (FDEP) that TCG will be responsible for.
- 2) TCG shall provide four quarterly groundwater test following FDEP guidelines and requirements spelled out in the Sumter County Closed Landfill Permit issued by FDEP.
- 3) TCG shall provide four quarterly written reports and one electronic report as required by FDEP.
- 4) TCG shall provide two written reports to the County.
- 5) TCG shall perform one gas migration report following FDEP guidelines and requirements.
- 6) TCG shall provide one written gas migration report to FDEP and two written reports to the County.
- 7) TCG shall provide all equipment and personnel needed to provide the above written services.
- 8) TCG shall provide the above written services at a price not to exceed \$43,537.00
- 9) TCG shall provide to the County Risk Management Department proof of all insurance required by the County. This coverage will include general and aggregate liability, excess / umbrella, automobile, and workers compensation in amounts required by the County.
- 10) Any dispute arising from this Agreement shall be litigated in a court of competent jurisdiction in Sumter County, Florida.

THIS AGREEMENT executed the day and year first written above.



ATTEST: BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY, FL

DeLissa Elliott  
Deputy Clerk

By: [Signature]  
Doug Capin, Chairman

Approved as to form and content by Sumter County Attorney

[Signature]  
County Attorney

The Colinas Group

By: [Signature]

Name: RICHARD L. POTTS, JR.

Title: VICE PRESIDENT

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**THE COLINAS GROUP, INC.**  
HYDROGEOLOGISTS & ENGINEERS

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February 23, 2010

Mr. Jimmy Wise  
Sumter County Solid Waste Recycling Facility  
835 County Road 529  
Lake Panasoffkee, Florida 33538

Subj: Proposal for Hydrogeological Services  
Sumter County Closed Landfill  
Quarterly Water Quality Sampling, Analysis and Reporting  
Annual Gas Migration Sampling and Reporting  
Quarter II 2010 Through Quarter I 2011  
TCG Proposal No. P-431

Dear Mr. Wise:

The Colinas Group, Inc. (TCG) is pleased to submit this proposal and fee estimate to complete the following Scope of Services for routine FDEP monitoring for the Sumter County Closed Landfill. This proposal provides for professional services for:

Four (4) quarterly water quality sampling/reporting events over the period Quarter II 2010 through Quarter I 2011, and;

One (1) annual landfill gas migration sampling event and reporting due to the FDEP by December 15, 2010.

**SCOPE OF SERVICES**

TCG will provide qualified professional labor to complete the following work items to support Sumter County Solid Waste Department in compliance with FDEP long-term-care permit conditions and the groundwater monitoring requirements of FDEP Rule 62-701, F.A.C.:

1. Provide personnel and equipment to properly measure water levels and collect groundwater samples throughout the monitoring network at the Sumter County Closed Landfill, in accordance with the requirements of the latest issue of the FDEP SOP for Field Activities;

2. Provide certified commercial laboratory analytical services to analyze collected water samples and prepare analytical reports in accordance with FDEP formatting and reporting requirements;
3. Preparation of the Quarterly Groundwater Monitoring Report for the Sumter County Closed Landfill, suitable for submission to the FDEP, and;
4. Completion of one (1) landfill gas sampling event and preparation of a Gas Migration Report suitable for submission to the FDEP.

TCG will use groundwater level measurements, field test measurements and laboratory results from analyses of collected water samples to complete the quarterly data reporting requirements of the FDEP. The Quarterly Groundwater Monitoring Reports for the Sumter County Closed Landfill will be prepared in accordance with the requirements of FDEP Rule 62-701.510(9)(a), F.A.C.

The Quarterly Reports for Sumter County will include, but may not be limited to:

- a. Facility basic information, sample collection dates and laboratory analyses dates;
- b. Original laboratory report results, QA/QC notations for analytical results, method detection limits, applicable water quality standards and STORET code numbers for all parameters analyzed;
- c. Maps showing monitoring locations for groundwater and monitoring point identification numbers;
- d. Water level measurements, measuring point elevations and land surface elevations at each monitoring point reported to a precision of 0.01 feet NGVD(1929);
- e. Updated groundwater contour maps, with contour intervals no greater than 1 foot, indicating groundwater elevations and direction of groundwater flow;
- f. Summary of any water quality standards or criteria that are exceeded, and;
- g. FDEP Electronic Data Deliverable created with FDEP's ADaPT program.

The annual Gas Migration Report will include results of field methane gas measurements at gas vents, gas probes and inhabited closed work areas and a map showing locations of measuring points within the landfill property.

## **FEES AND COSTS**

TCG proposes to complete the above Scope of Services on a not-to-exceed fee basis in accordance with our personnel standard hourly fee rates. Analytical laboratory services will be subcontracted to an FDEP-approved and certified commercial analytical laboratory. Total professional fees, laboratory costs and

other direct costs to complete four (4) Quarterly Groundwater Monitoring Sampling Events and Reports and one (1) annual Gas Sampling/Reporting Event for the Sumter County Closed Landfill over the coming one-year period are presented below, as follows:

TCG Professional Labor	\$ 24,140.00
Subcontract Analytical Laboratory	18,097.00
TCG Other Direct Costs:	
Travel (1,000 miles @\$0.45/mi.)	450.00
Field instrument rental, expendable field sampling supplies, telephone charges, miscellaneous office supplies	<u>850.00</u>
<b>TOTAL FEES AND COSTS</b>	<b>\$ 43,537.00</b>

A breakdown of fees and directs costs to complete each of the four (4) routine quarterly sampling/reporting events and one (1) gas sampling/reporting event is provided below. A breakdown of professional labor fees is provided in Attachments A and B to this proposal.

#### Fees and Costs by Quarter

	QTR II 2010	QTR III 2010	QTR IV 2010	QTR I 2011	Total Cost
Professional Labor	\$ 5,785.00	\$ 5,785.00	\$ 6,785.00	\$ 5,785.00	\$ 24,140.00
Laboratory Cost	\$ 3,916.00	\$ 3,916.00	\$ 6,349.00	\$ 3,916.00	18,097.00
Other Direct Cost	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	1,300.00
Quarter Total	\$10,026.00	\$10,026.00	\$13,459.00	\$10,026.00	\$ 43,537.00
<b>Total One-Year Fees and Costs</b>					<b>\$ 43,537.00</b>

Higher total quarter cost for Quarter IV 2010 is the result of the annual gas sampling and reporting event required by the county's FDEP long-term-care permit, Specific Condition No.10 and increased laboratory costs required by the expanded once-per-year (Quarter IV) monitoring parameter list provided for in the FDEP long-term-care permit, Specific Condition No.16d.

#### PROJECT COMPLETION

We estimate approximately 45 days to complete each sampling event and deliver the written and bound Quarterly Groundwater Monitoring Report for each quarter, including the Gas Migration Report for Quarter IV 2010. TCG will prepare reports

for submission to the FDEP on or before the reporting deadlines for each quarter specified in the landfill's long-term-care permit.

TCG will prepare one (1) draft electronic copy of the report via email for review and approval by Sumter County. Upon approval, we will prepare and submit three (3) final copies of the report: One (1) report is intended for submission to the FDEP Southwest District Office in Tampa; the remaining two (2) reports are for the County's files.

I trust this proposal is suitable for your budget and contracting needs, if you have any questions or require further information, please do not hesitate to contact me at your convenience.

Very truly yours,  
**THE COLINAS GROUP, INC.**



Richard L. Potts, Jr., P.G.  
Principal Consultant  
FL P.G. Reg. No. 1113

**ATTACHMENT A**

**SUMTER COUNTY CLOSED LANDFILL  
QUARTERLY SAMPLING AND REPORTING**

**MAN-HOURS BY LABOR CATEGORY  
PER SAMPLING/REPORTING EVENT**

<b>Labor Category</b>	<b>Proj. Man. and Admin.</b>	<b>Field Sampling</b>	<b>Data Reduction</b>	<b>Lab QA/QC</b>	<b>Data Analysis</b>	<b>Report Prep.</b>	<b>Total Hours</b>
<b>Principal Consultant</b>	4	—	—	—	2	4	10
<b>Sr. Hydrogeologist</b>	—	2	4	2	8	8	24
<b>Field Personnel</b>	—	24	—	—	—	—	24
<b>Draftsperson</b>	—	—	—	—	—	4	4
<b>Clerk/Word Processor</b>	—	—	4	—	—	8	10

**PROFESSIONAL LABOR FEE**

Principal Consultant	10 Hours @ \$120.00/Hour.....	\$ 1,200.00
Sr. Hydrogeologist	24 Hours @ \$100.00/Hour.....	2,400.00
Field Personnel	24 Hours @ \$ 65.00/Hour.....	1,560.00
Draftsperson	4 Hours @ \$ 50.00/Hour.....	200.00
Clerk/Word Proc.	10 Hours @ \$ 42.50/Hour.....	425.00

**TOTAL LABOR FEE      \$ 5,785.00**

**ATTACHMENT B**

**SUMTER COUNTY CLOSED LANDFILL  
ANNUAL GAS MIGRATION SAMPLING/REPORTING**

**MAN-HOURS BY LABOR CATEGORY  
PER SAMPLING/REPORTING EVENT**

<b>Labor Category</b>	<b>Proj. Man. and Admin.</b>	<b>Field Sampling</b>	<b>Data Reduction</b>	<b>Lab QA/QC</b>	<b>Data Analysis</b>	<b>Report Prep.</b>	<b>Total Hours</b>
<b>Principal Consultant</b>	—	—	—	—	—	—	—
<b>Sr. Hydrogeologist</b>	1	—	—	—	—	2	3
<b>Field Personnel</b>	—	10	—	—	—	—	10
<b>Draftsperson</b>	—	—	—	—	—	1	1
<b>Clerk/Word Processor</b>	—	—	—	—	—	—	—

**PROFESSIONAL LABOR FEE**

Principal Consultant	0 Hours @ \$120.00/Hour.....	\$ 0.00
Sr. Hydrogeologist	3 Hours @ \$100.00/Hour.....	300.00
Field Personnel	10 Hours @ \$ 65.00/Hour.....	650.00
Draftsperson	1 Hours @ \$ 50.00/Hour.....	50.00
Clerk/Word Proc.	0 Hours @ \$ 42.50/Hour.....	0.00

**TOTAL LABOR FEE      \$ 1,000.00**