

**AGREEMENT
BETWEEN NASSAU COUNTY
AND MATANZAS GEOSCIENCES, INC.
FOR LIMITED CONTAMINATION ASSESSMENT REPORT
(LCAR)**

This Agreement entered into this 14th day of June, 2006, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Matanzas Geosciences, Inc. (Matanzas).

SECTION 1. SCOPE OF WORK

Matanzas will complete the requirements for the submittal of a Limited Contamination Assessment Report (LCAR) in accordance with the Florida Department of Environmental Protection (FDEP) LCAR Guidance dated June 9, 2000. This Guidance requires a historic summary of prior assessment and remediation activities, in addition to groundwater analytical data that is no more than nine months old. This LCAR shall be prepared for the Nassau County Transportation Department, located at 3163 Bailey Road, Fernandina Beach, Florida 32034.

Task 1: Groundwater Sample Collection and Analyses

Prior to the collection of groundwater samples, depth to groundwater will be measured using an electronic water level gauge and the groundwater flow direction will be determined.

MATANZAS shall be responsible for replacing or rehabilitating wells that are determined to be unsuitable for sampling.

One groundwater sample will be collected from each of the existing nine monitor wells in accordance with the guidelines established in FDEP Standard Operating Procedures (SOP)-001/01, revision date July 1, 2002. These monitor wells include: MW-1B, MW-2B, MW-3B, MW-4B, MW-6B, MW-7B, MW-8B, MW-9B, and MW-10B. Groundwater samples will be submitted to a state-approved laboratory for the following analyses:

Area	Samples	Analyses
Former Tank area	9 shallow	8021 (VOAs), 8310 (PAHs), TRPH (FL-PRO)

Task 2: Report Preparation

A LCAR will be prepared summarizing prior investigations and documenting the results of MATANZAS' investigation. The LCAR will be prepared in accordance with the FDEP LCAR Guidance. The report will include a section that describes a course of action that is proposed to achieve site rehabilitation with an estimated cost. A detailed breakdown of the costs will be provided.

Task 3: Regulatory and Client Meetings

MATANZAS will provide a senior level Professional Geologist to assist the Client with regulatory follow-up questions and negotiations. The Professional Geologist will be available to participate in teleconferences or on-site meetings with

regulatory agents and Nassau County officials. Sixteen hours have been set aside for this task. However, the County will not be charged for unbilled hours to this task.

SECTION 2. PRICING

COST ESTIMATE:

Task 1-Groundwater Sample Collection (Labor & equipment)	\$1,830.00
Groundwater Analyses	\$2,565.00
Task 2-Report Preparation	<u>\$1,840.00</u>
TOTAL	\$6,235.00
Conditional Expenses	
Task 3-Regulatory and Client Meetings	\$1,510.00

All work associated with Tasks 1 and 2 of this Scope of Work will be billed on a lump sum basis not to exceed \$6,235.00. MATANZAS will obtain the County's approval and authorized access to the site before proceeding with the proposed work. MATANZAS shall complete the work within thirty (30) working days of receipt of the Notice to Proceed. Analytical samples will be processed with a standard two-week turn around time.

SECTION 3. PAYMENT

MATANZAS shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the Clerk of Courts or his designee in order to establish charges and to enable compensation therefore by the COUNTY of each such invoice within forty five (45) days

and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

SECTION 4. TERMINATION

(a) The County may, by written notice to the Vendor terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its Agreement obligations. Upon receipt of such notice, the Vendor shall immediately discontinue all services affected unless the notice directs otherwise

(b) If the termination is for the convenience of the County, the Vendor shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the Vendor to fulfill its Agreement obligations, the County may take over the work AND PROSECUTE THE SAME TO COMPLETION BY OTHER Agreements or otherwise. In such case, the Vendor shall be liable to the County for all reasonable additional costs occasioned to the County thereby. The Vendor shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Vendor, provided, however, that the Vendor shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and

unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the Vendor.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the Vendor had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the County. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 5. EQUAL OPPORTUNITY EMPLOYMENT

The Vendor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 6. 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 the Work, 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 contractor 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 Nassau County's review or acceptance of insurance maintained by the Vendor as not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

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

Business Auto Policy: The Vendor shall agree to maintain Business automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not

own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

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

SECTION 7. DISPUTES

Any dispute 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 Department Director with a copy to the County Administrator and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the

same manner prior to any meetings of representatives. The initial meeting shall be with the Department Director or their designee and a representative of the Vendor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Director or his/her designee, and the County Attorney and the County Administrator and the Department Director or their designee(s) shall meet with the Vendor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Department Director. 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, if not disposed of by agreement as set forth herein, 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. The 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.

SECTION 8. CONTROLLING LAWS AND VENUE

The validity, interpretation, and performance of this Agreement shall be controlled and construed under the Ordinances of Nassau County, along with the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement, shall be held in Nassau County, Florida.

SECTION 9. MODIFICATION

This writing contains the entire Agreement of the parties, and shall supercede all previous written and/or oral representations, and/or agreements respecting the same subject matter between the parties. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 10. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 11. SEVERABILITY


If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 12. 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 hereto have executed or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



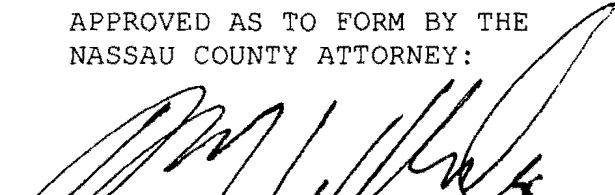
THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

MATANZAS GEOSCIENCES, INC.


By: R. BRUCE HALLETT
Its: President