

**RENEWAL OF THE
LANDFILL COMPLIANCE MONITORING
SERVICE AGREEMENT**

This Renewal Agreement entered into this 28th day of August, 2006 by and between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, and Spectrum Data Solutions, Inc. (hereinafter referred to as Contractor), whose address is 11250-15 Old St. Augustine Road, Suite 328, Jacksonville, Florida 32257 for the Company to conduct Field, Consulting, and Laboratory Services for Lofton Creek Landfill, Bryceville Landfill, and the West Nassau Landfill.

WHEREAS, the County and Contractor entered into an agreement on the 13th day of November, 2000, for the Contractor to conduct compliance monitoring for the three Nassau County landfills, as indicated above. Monitoring will be conducted as stipulated in the Florida Department of Environmental Protection (FDEP) permits provided to the Contractor by the County. The groundwater and surface water samples will be analyzed as listed on each permit. Monitoring reports will be submitted to Nassau County for review and comment prior to submittal to the FDEP. The monitoring report will be submitted to the FDEP as required by the permit; and

WHEREAS, the original contract provided for renewal for a term equal to its original term, upon agreement by both parties; and

WHEREAS, Spectrum Data Solutions, Inc., has agreed to extend the term of the Agreement for another one year period for Fiscal Year 2006-2007 for said services at the same terms and conditions; and

WHEREAS, the Florida Department of Environmental Protection Operating Permit requires the performance of the services that will be provided by Spectrum Data Solutions, Inc.; and

WHEREAS, the Board desires to extend this Agreement for another one year period commencing October 1, 2006 through September 30, 2007.

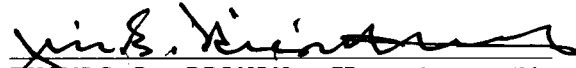
NOW, THEREFORE in the consideration of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. The attached Schedule of Charges and Estimated Budget as submitted by the Contractor, attached hereto as Exhibit "A" for annual monitoring services is hereby renewed for a one-year period commencing on October 1, 2006 and ending September 30, 2007. Either party may terminate this agreement by giving sixty (60) days written notice.
2. The General Terms and Conditions as set forth in the attached Exhibit "B" shall remain in full force and effect.

3. Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant/Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Solid Waste Director 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 County Administrator and the Solid Waste Director or their designee and a representative of the Consultant/Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Solid Waste Director or his/her designee, and the County Attorney and the County Administrator and the Solid Waste Director or their designee(s) shall meet with the Consultant's/Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. 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 Consultant/Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant/Contractor. Consultant/Contractor 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.


4. All other terms and conditions of the existing agreement entered into on November 13, 2000, and all subsequent renewals, are attached hereto as Exhibit "C" shall remain in full force and effect.
5. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



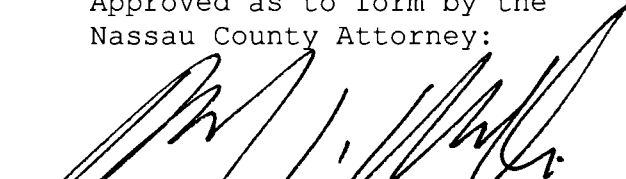
~~THOMAS D. BRANAN, JR.~~ Jim B. Higginbotham
Its: ~~Chairman~~ Vice Chairman

ATTEST:



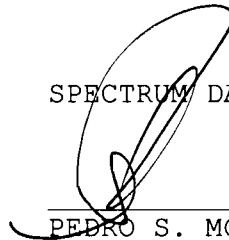
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

SPECTRUM DATA SOLUTIONS, INC.



PEDRO S. MONTERO
PROJECT MANAGER



**SPECTRUM DATA
SOLUTIONS, INC.**

July 17, 2006

Mr. Lee Pickett
Director
Nassau County Solid Waste Management
46026 Landfill Road
Callahan, Florida 32011

Re: Nassau County Landfills - Nassau County
Budget Request to Conduct 2006-2007 Monitoring services for Lofton Creek,
West Nassau and Bryceville Landfills.

Dear Lee:

Spectrum Data Solutions, Inc. (SDS) has prepared this scope of work and estimated budget to conduct the Field, Consulting and Laboratory Services for Lofton Creek Landfill, Bryceville Landfill, and the West Nassau Landfill.

SCOPE OF WORK

Spectrum Data Solutions, Inc. will conduct compliance monitoring for the three Nassau County landfills. Monitoring will be conducted as stipulated in Florida Department of Environmental Protection (FDEP) Permits, provided to SDS by the County. The groundwater and surface water samples will be analyzed as listed on each permit. Monitoring reports will be submitted to Nassau County for review and comment prior to submittal to the FDEP. The monitoring report will be submitted to the FDEP as required by the permit.

BUDGET

The estimated cost to perform the groundwater monitoring in all three landfills for the calendar year 2006-2007 is \$105,701.00 (see attached Estimated Budget). Spectrum Data Solutions, Inc. bills for time and materials, consistent with the Bids proposal of September 2000.

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

Phone: 904-813-5790
Fax: 904-292-0556
Email: sdsinc2@comcast.net



Spectrum Data Solutions, Inc.

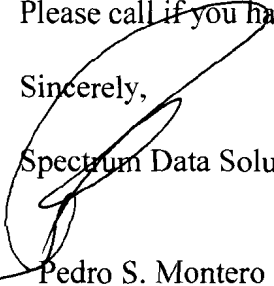
The estimated cost and proposed scope of work are based on information available to Spectrum Data solutions, Inc. at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the annual budget may require modifications

SCHEDULE

Spectrum Data Solutions, Inc. will begin work within 10 days of receiving written authorization to proceed.

Please indicate your approval of the proposal by signing below. After you have signed one original, please return the entire document and retain the other original for your records. Any modifications of the attached language must be accepted by both parties. Please call if you have questions.

Sincerely,


Spectrum Data Solutions, Inc.

Pedro S. Montero
Project Manager

Attachments: Estimated Budget
Schedule of Charges
General Terms and Conditions

The above Budget Request, including all attachments, has been read and understood and is hereby agreed to and accepted. It is agreed that the attached "Schedule of Charges" and "General Terms and Conditions" form an express part of the Contract.

**Signed Sealed and Delivered
on Our Presence at Witness**

NASSAU BOARD OF
COUNTY COMMISSIONERS

Mr. Thomas D. Branan, Jr., Chairman

Approved As To Form:

Michael S. Mullin
Nassau County Attorney

John Crawford.
Ex-Officio Clerk

Exhibit "A"

**Estimated Budget
Annual Monitoring
Nassau County, Florida
July 28, 2006**

Annual Cost To Perform Monitoring from October 1, 2006 to September 30, 2007.

West Nassau Landfill Vertical Expansion and Closure area	\$ 54,703
Lofton Creek Landfill	\$ 36,198
Bryceville Landfill	\$ 11,716
Additional Work on the West Nassau landfill (Requested by Golder Associates)	\$ 1,084
Sign and Sealing of Documents	<u>\$ 2,000</u>
	\$ 105,701
*Estimated Total for the Annual Monitoring program For the three Nassau County Landfills	\$ 105,701

*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 and information provided to SDS by Nassau County and Golder Associates.

Exhibit "A"
West Nassau Landfill
2006-2007 Budget

	Analysys Type	Cost persample	Number of Samples	Total
Nov-06				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix II	\$800.00	23	\$18,400.00
Blanks	Appendix II	\$800.00	2	\$1,600.00
Mar-07				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix I	\$239.00	13	\$3,107.00
Blanks	Appendix I	\$239.00	2	\$478.00
Jun-07				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix II	\$800.00	8	\$6,400.00
	Appendix I	\$239.00	15	\$3,585.00
Blanks	Appendix II	\$800.00	2	\$1,600.00
Sep-07				
Surface waters	Attachment 6	\$328.00	4	\$1,312.00
Groundwaters	Appendix I	\$239.00	13	\$3,107.00
Blanks	Appendix I	\$239.00	2	\$478.00
Reporting and Sampling for year 2006-2007		\$9,980.00	1	\$9,980.00
Request increase for sampling time due to increase of wells	4 hours per event @ 45.00 per hour	\$180.00	4	\$720.00
Total for year 2006-2007 for West Nassau Landfill				\$54,703.00

Changes from previous budget is due to change in permit conditions. All changes are in compliance to new permit conditions

Exhibit "A"
 Lofton Creek Landfill
 2006-2007 Budget

	Analysis Type	Cost Per Sample	Number of samples	Total
Dec-06				
Surface Waters	Attachment 7 of permit	\$357.00	6	\$2,142.00
Groundwater samples	Attachment 3 of permit	\$174.00	58	\$10,092.00
Blanks Jun-07	Attachment 3 of permit	\$174.00	5	\$870.00
Surface Waters	Attachment 7 of permit	\$357.00	6	\$2,142.00
Groundwater samples	Attachment 3 of permit	\$174.00	58	\$10,092.00
Blanks	Attachment 3 of permit	\$174.00	5	\$870.00
Sampling and Reporting for year 2006-2007		\$9,990.00	1	\$9,990.00
Total for Year 5 of Lofton Creek Landfill				\$36,198.00

Exhibit "A"
 Bryceville Landfill
 2006-2007 Budget

	Analysis Type	Cost Per Sample	Number of samples	Total
Dec-06				
Surface Waters	Attachment 7 of permit	\$357.00	2	\$714.00
Groundwater samples	Attachment 3 of permit	\$174.00	12	\$2,088.00
Blanks	Attachment 3 of permit	\$174.00	2	\$348.00
Jun-07				
Surface Waters	Attachment 7 of permit	\$357.00	2	\$714.00
Groundwater samples	Attachment 3 of permit	\$174.00	12	\$2,088.00
Blanks	Attachment 3 of permit	\$174.00	2	\$348.00
Sampling and Reporting for year 2006-2007		\$5,416.00	1	\$5,416.00
Total for Year 2006-2007 of Bryceville				\$11,716.00

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Spectrum Data Solutions, Inc. shall perform services consistent with skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by Spectrum Data Solutions's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Nothing shall be construed or interpreted as requiring Spectrum Data Solutions Inc. to assume the status of owner, operator, generator, person who arranges for disposal transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable to any amounts that are due but unpaid within thirty (30) days from receipt of invoices, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Spectrum Data Solutions Inc. may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees to be earned by Spectrum Data Solutions Inc., CLIENT agrees to limit liability to Spectrum Data Solutions Inc., its officers, directors, shareholders, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to Spectrum Data Solutions Inc's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of Spectrum Data Solutions's fee. Failure of CLIENT to give written notice to Spectrum Data Solutions Inc. of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. Neither party shall be liable for any indirect, special or consequential loss or damages arising from this Agreement.

INDEMNIFICATION. ~~Subject to the limitation of liability above, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost of expense, including attorneys fees, (hereafter collectively called "Loss" arising out of a) breach of this Agreement or b) willful misconduct or negligence in connection with performance of this Agreement.~~

in addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify Spectrum Data Solutions Inc. to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of Spectrum Data Solutions Inc's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

TIME OR PERFORMANCE. Spectrum Data Solutions Inc. makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond Spectrum Data Solutions Inc's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extent completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by Spectrum Data Solutions Inc. and which materially

affect Spectrum Data Solutions's ability to perform or which would materially increase the costs to Spectrum Data Solutions of performing, then Spectrum Data Solutions will notify CLIENT in writing, and Spectrum Data Solutions and CLIENT shall negotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement, provided, however, that upon any such termination, Spectrum Data Solutions shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT has fully informed Spectrum Data Solutions of, and shall immediately inform Spectrum Data Solutions when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate Spectrum Data Solutions if conditions require Spectrum Data Solutions to take emergency measures to protect the health and safety of the parties, the public or the environment.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to Spectrum Data Solutions plans which designate the location of all subsurface structures at the Project Site, and shall be responsible for any damage and shall indemnify Spectrum Data Solutions for all Loss inadvertently caused by Spectrum Data Solutions to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that Spectrum Data Solutions is entitled to and rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

RIGHT OF ENTRY CLIENT agrees to grant or arrange for right of entry at the Project Site, whether or not owner by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated in this Agreement and shall be borne by CLIENT.

REPORTING AND DISPOSAL. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, Spectrum Data Solutions may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT agent. CLIENT shall be solely responsible for arranging for and paying the cost to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries at this Agreement entitled to rely on any work performed or reports prepared by Spectrum Data Solutions hereunder for any purpose. CLIENT shall indemnify and hold Spectrum Data Solutions harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES, OWNERSHIP AND REUSE All designs, ideas, discoveries, inventions or improvements utilized or developed by Spectrum Data Solutions hereunder shall be deemed property of Spectrum Data Solutions. CLIENT is given no right in the form of ownership or license to such items. Any documents furnished by Spectrum Data Solutions are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by Spectrum Data Solutions for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to Spectrum Data Solutions. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. Spectrum Data Solutions disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, cost and expenses, including staff time at current billing rates, court cost and other claim-related expenses. If Spectrum Data Solutions is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by Spectrum Data Solutions, CLIENT agrees to pay all costs and expenses incurred by Spectrum Data Solutions not reimbursed by others in responding to such order, including attorneys' fees, staff time at current billing rates and reproduction expenses. Any

provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligation of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be subject to the laws of the state from which services of Spectrum Data Solutions are procured. *THE STATE OF Fla.*

EXHIBIT "C"

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SERVICE AGREEMENT**

This Service Agreement ("AGREEMENT") is made and entered into this 13th day of November 2000 by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("CLIENT") and (CONTRACTOR) **Spectrum Data Solutions**.

In consideration of the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I - SERVICES

The specific services (the "Services") to be performed by CONTRACTOR on behalf of CLIENT are as described by the attached Technical Specifications. All Services authorized by referencing this AGREEMENT shall be subject to the terms of this AGREEMENT except as otherwise modified in writing by mutual consent.

ARTICLE II - COMPENSATIONS FOR SERVICES

CLIENT shall compensate CONTRACTOR in accordance with the provisions of the attached Cost Schedule. CLIENT agrees to pay all sales, use, excise, gross receipts or other taxes, including any waste fees or taxes, imposed upon the Services rendered by CONTRACTOR; any taxes shall be added to the total compensation due CONTRACTOR.

ARTICLE III - INVOICES AND PAYMENTS

(a) Invoices shall be submitted once a month or upon completion of the Services, whichever occurs first. Invoices shall be due and payable upon receipt. Any unpaid balances shall draw interest at the lesser of one and one half percent (1 1/2 %) per month or the highest rate allowed by law commencing ninety (90) days after date of receipt of invoice. All invoices not contested in writing within ten (10) business days of receipt are deemed accepted by CLIENT as true and accurate and are payable in full.

(b) Invoices shall provide the following information: (i) facility name; (ii) work performance (i.e. field sampling); and (iii) unit cost for work.

(c) All payments should be remitted to the address indicated by the CONTRACTOR in the invoice.

6-18-01
Agreement renewed
for FY 2001-2002

9-30-02
Renewed for
FY 2002-2003

4-9-03
- Approved \$2000. increase
Authorized Contamination Assessment
Plan - \$8,000

2-25-04 12
Approved by
System ext

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.

ARTICLES IX – INSURANCE

CONTRACTOR shall maintain during this AGREEMENT, at least the following insurance:

	<u>Coverage</u>	<u>Limits</u>
(a)	Worker's Compensation	Statutory
(b)	Employer's Liability	\$500,000
(c)	Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
(d)	Comprehensive Automobile Liability each occurrence (combined single limit)	\$1,000,000
(e)	Professional Liability	\$1,000,000 any one claim \$1,000,000 aggregate

Prior to commencement of work, the CONTRACTOR shall furnish copies of insurance certificates evidencing it maintains at least the above insurance coverage. NCBC shall be named as additional insured for items (c) and (d) of this ARTICLE.

ARTICLE X – LIMITATION OF LIABILITY TO CLIENT

Except for circumstances caused by the willful misconduct of CONTRACTOR, all claims for damages asserted against by CLIENT, including claims against CONTRACTOR's directors, officers, shareholders, employees and agents, are limited to the greater of (i) fifty thousand dollars (\$50,000); or (ii) the total dollar value of the work. CONTRACTOR is responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by CLIENT as a result of CONTRACTOR's performance or nonperformance of Services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONTRACTOR within one (1) year after completion of the Services with respect to which the claim is made.

ARTICLE XI – CONTRACTOR INDEMNIFICATION OF CLIENT

Except as provided in or limited by Article X, CONTRACTOR shall indemnify and hold harmless CLIENT and its directors, officers, employees and agents from and against any and all

losses, damages, claims, liability and costs and expenses incidental thereto (including costs of defense, settlement and responsible attorney's fees) which any or all of them may hereafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions or willful misconduct of CONTRACTOR in the performance of the Services.

ARTICLE XII – SAFETY OF CONTRACTOR EMPLOYEES

If at any time during the performance of the Services, CONTRACTOR believes the safety of its employees, agents, subcontractors or any other person is in jeopardy, CONTRACTOR reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remedied to the satisfaction of CONTRACTOR, CONTRACTOR may terminate this AGREEMENT in accordance with Article XVIII.

ARTICLE XIII – REQUIRED DISCLOSURE BY CLIENT

(d) CLIENT shall provide CONTRACTOR all information, which is known or readily accessible to CLIENT, which may be reasonable and/or necessary for completion of the Services by CONTRACTOR.

(e) Prior to the commencement of the Services on a Project, or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to CONTRACTOR of known or potential hazardous conditions or risks to the health or safety of CONTRACTOR's employees, agents and subcontractors which may be encountered at the Project site or in connection with the performance of the Services.

ARTICLE XIV – CLIENT RESPONSIBILITIES

Except as otherwise provided, CLIENT shall do the following in a timely manner so as not to delay the services of CONTRACTOR and shall bear all costs incident thereto:

(a) Designate in writing a person to act as CLIENT representative with respect to the services to be performed or furnished by CONTRACTOR under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONTRACTOR's services for the project.

(b) Provide criteria and information as to CLIENT's requirements for the Project.

(c) Assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the Project including previous reports and any other data relative to the successful completion of the Project.

CLIENT shall not be responsible for the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. CONTRACTOR may use such reports, data and information in performing or furnishing services under this Agreement, but assumes responsibility for the use thereof. The identity of any individual or entity employed who performed prior services will be disclosed to CONTRACTOR.

ARTICLE XV – MODIFICATIONS TO WORK ORDERS

CLIENT or CONTRACTOR may request modifications or changes in the scope of Services to be performed under this Agreement. Any changes, which are mutually agreed upon, shall be incorporated into a written modification to this Agreement and shall be signed by both CONTRACTOR and CLIENT.

ARTICLE XVI FORCE MAJEURE

Neither the CLIENT nor CONTRACTOR shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this AGREEMENT shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this AGREEMENT in accordance with ARTICLE XVIII.

ARTICLE XVII – PROJECT DELAYS

If CONTRACTOR is delayed at any time in the progress of the Services for any specific activity under this AGREEMENT (i) by an act, or failure to act, or neglect of CLIENT or CLIENT's employees or any other party; (ii) by changes in the scope of Services; or (iii) by delay authorized by CLIENT and agreed to by CONTRACTOR; then the time for completion shall be extended and an equitable adjustment made to the compensation if delays caused by any of the above events result in additional costs to CONTRACTOR. Failing to achievement of such a revision may terminate this AGREEMENT in accordance with Article XVIII.

ARTICLE XVIII – TERMINATION

(a) This AGREEMENT may be terminated by either party upon thirty (30) days written notice (i) should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party; or (ii) whenever the right to terminate is otherwise provided in this AGREEMENT.

(b) CLIENT shall, within sixty (60) days of termination, compensate CONTRACTOR for costs incurred up to the time of termination, as mutually agreed.

ARTICLE XIX – LEGAL PROCEEDINGS

(a) In the event legal action is brought by either party against the other, the successful party shall be entitled to recover, as part of damages, its reasonable legal costs and expenses for bringing and maintaining any such action.

(b) Venue shall be in Nassau County, Florida.

(c) Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. 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 from the Supreme Court Approved List of Mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/CONTRACTOR. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

ARTICLE XX – SITE ACCESS AND CONTROL

(a) CLIENT grants to CONTRACTOR the right of entry to the Project site by CONTRACTOR, its employees, agents and subcontractors, to perform the Services. If CLIENT does not own the Project site, CLIENT warrants and represents to CONTRACTOR that CLIENT has the authority and permission of the owner and occupant of the Project site to grant this right of entry to CONTRACTOR.

(b) If CONTRACTOR damages or alters a Project site, owned by a third party or owned by the CLIENT, CONTRACTOR agrees to pay the cost of restoring the Project site to the condition of the Project site prior to the performance of the Services.

ARTICLE XXI – INDEPENDENT CONTRACTOR

CONTRACTOR shall have the status of an independent contractor, not of an agent or employee. CONTRACTOR shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.

ARTICLE XXII - ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding and agreement between the parties relating to the Services provided by CONTRACTOR to CLIENT and supersedes any and all prior agreements, whether written or oral, which may exist between the parties regarding the Services. This AGREEMENT may be amended only by a written instrument signed by each party.

ARTICLE XXIII – PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any CLIENT - issued purchase order, requisition, notice to proceed, or like document regarding the Services.

ARTICLE XXIV – GOVERNING LAW

This AGREEMENT shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

ARTICLE XXV – SEVERABILITY

If any provision of this AGREEMENT is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this AGREEMENT will remain in full force and effect.

ARTICLE XXVI – SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and CONTRACTOR shall survive the completion of Services hereunder and the termination of this AGREEMENT.

ARTICLE XXVII – WAIVER OF CONTRACT BREACH

The waiver by one party of any breach of this AGREEMENT, or the failure by one party to enforce at any time, or for any period of time, any of the terms and conditions of this AGREEMENT, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any other provision, except for the particular instance.

ARTICLE XXVIII – SPECIAL CONDITIONS FOR SERVICES

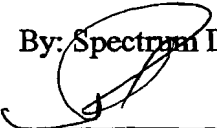
(a) CONTRACTOR does not guarantee any specific results from sampling or analytical activity.

(b) CONTRACTOR is liable for loss and/or damage to subsurface due to subsurface sampling, and for loss and/or damage to the surface due to subsurface damages, resulting from CONTRACTOR's gross negligence or willful misconduct.

(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:  Spectram Data Solutions

Name: Pedro S. Montero

Title: President

Telephone: (904) 880-8480


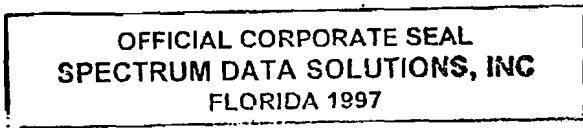
Address: 11250-15 Old St. Augustine Road

Suite 328 Jacksonville, FL 32257

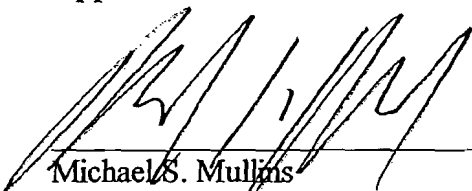
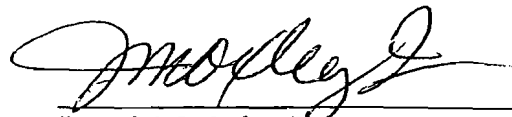
Date: 11/2/2000

Signed, Sealed and Delivered
On Our Presence at Witness

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS


Nick D. Deonas, Chairman

Approved As To Form:


Michael S. Mullins
Nassau County Attorney
Joseph M. Oxley Jr.
Ex-Officio Clerk