

Contract No. N/A
Bid/Proposal No.:

RENEWAL OF THE LANDFILL COMPLIANCE MONITORING
SERVICE AGREEMENT

THIS ADDENDUM entered into this 13th day of August, 2008 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 **SPECTRUM DATA SOLUTIONS, INC.**, 11250-15 Old St. Augustine Road, Suite 328, Jacksonville, Florida 32257, (hereinafter referred to as "Contractor"), for the contractor to conduct Field, Consulting, and Laboratory Services for Lofton Creek Landfill, Bryceville Landfill, and the West Nassau Landfill.

WHEREAS, the parties entered into an Agreement dated November 13, 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 vendor 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 agreement provided for renewal for a term equal to its original term, upon agreement by both parties; and

WHEREAS the parties entered into subsequent renewals for the period of November 13, 2001 to September 30, 2008; and

WHEREAS, Spectrum Data Solutions, Inc., has agreed to extend the term of the Agreement for another one year period for Fiscal Year 2008-2009 for said services. Due to drastic increases in fuel costs and necessary additional testing, it is necessary to increase the total budget amount by approximately 1.5%, not to exceed \$ 1,500.00.

WHEREAS, the parties desire to amend and extend said Agreement for another one year period commencing October 1, 2008 through September 30, 2009.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The attached Estimated Budget as submitted by the vendor, attached hereto as Exhibit "A" for annual monitoring services is hereby renewed for a one year period commencing on October 1, 2008 and ending on September 30, 2009. 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. The dispute language shall be amended as follows:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the ~~Vendor~~ Contractor as set forth herein. Disputes shall be set forth in writing to the County ~~Administrator~~ Coordinator with a copy to the Department Head or Contractor, depending on which party initiates the dispute, ~~Solid Waste Director~~ and provided by overnight mail, UPS, FedEx, or certified mail₇. A response shall be provided in the same manner prior to any the initial meetings with the County Coordinator, the Department Head (or their designee), and a of representatives of the Contractor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to be with the County Administrator Coordinator and the Solid Waste Director or their designee and a representative of the Vendor. If the dispute is not settled at ~~that level~~ the initial meeting, the County Coordinator shall immediately notify the County

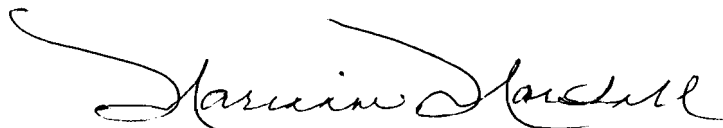
Attorney. ~~shall be notified in writing by the Solid Waste Director~~ The Department Head (or his/her designee), and the County Attorney, and the County ~~Administrator~~ Coordinator and ~~the Solid Waste Director or their designee(s)~~ shall meet with the ~~Vender's~~ Contractor's representative(s) within thirty (30) days of the County Coordinator's notification to the County Attorney of the continued dispute. ~~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. Mediator shall be chosen by the County and the cost of mediation shall be borne by the ~~Vender~~ Contractor. If either party initiates a Court proceeding, and ~~or~~ the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor ~~Vender~~. ~~Vender~~ 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 provisions of said Agreement entered into on November 13, 2000, not in conflict with this Addendum shall remain in full force and effect.

5. Time is of the essence.

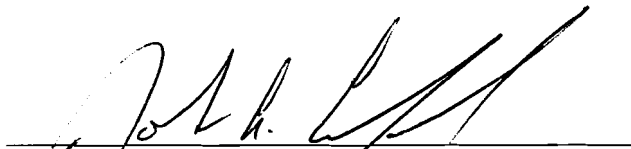
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL

Its: Chair

ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

EBK 8/13/08


Approved as to form and legality by the
Nassau County Attorney:



DAVID A. HALLMAN

[Contractor Signature on next page]

SPECTRUM DATA SOLUTIONS, INC.


By: Pedro S. Munho
Its: _____

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared,
PEDRO MONTERO, 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 11th day of
AUGUST, 2008.


Notary Signature

Notary-Public-State of FLORIDA at large
My Commission expires: 9/18/11



Exhibit "A"

**Estimated Budget
Annual Monitoring
Nassau County, Florida
April 14, 2008**

Annual Cost To Perform Monitoring from October 1, 2008 to September 30, 2009.

West Nassau Landfill Vertical Expansion and Closure area	\$ 44,630
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>
	\$ 95,628
*Estimated Total for the Annual Monitoring program For the three Nassau County Landfills	\$ 95,628
Fuel Surcharge Cost of 1.5% of total budget not to exceed	\$1500.00

*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. A fuel surcharge cost of 1.5% of total budget will be added to the total cost per invoice on a separate line item for field services. Fuel surcharge will not be charge once fuel prices drop below the two dollar eight cents mark.

Exhibit "A"

West Nassau Landfill
2008-2009
Budget

	Analisis Type	Cost persample	Number of Samples	Total
Nov-08				
Surface waters	Attachment 6	\$328.00	5	\$1,640.00
Groundwaters	Appendix I	\$239.00	28	\$6,692.00
Blanks	Appendix I	\$239.00	2	\$478.00
Mar-09				
Surface waters	Attachment 6	\$328.00	5	\$1,640.00
Groundwaters	Appendix I	\$239.00	18	\$4,302.00
Blanks	Appendix I	\$239.00	2	\$478.00
Jun-09				
Surface waters	Attachment 6	\$328.00	5	\$1,640.00
Groundwaters	Appendix I	\$239.00	28	\$6,692.00
Blanks	Appendix I	\$239.00	2	\$478.00
Sep-09				
Surface waters	Attachment 6	\$328.00	5	\$1,640.00
Groundwaters	Appendix I	\$239.00	28	\$6,692.00
Blanks	Appendix I	\$239.00	2	\$478.00
Reporting and Sampling for year 2008-2009		\$9,980.00	1	\$9,980.00
Request increase for sampling time due to increase of wells	10 hours per event @ 45.00 per hour	\$450.00	4	\$1,800.00
Total for year 2008-2009 for West Nassau Landfill				\$44,630.00

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

Exhibit "A"

Bryceville Landfill 2008-2009 Budget

	Analysis Type	Cost Per Sample	Number of samples	Total
Dec-08				
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-09				
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 2008-2009		\$5,416.00	1	\$5,416.00
Total for Year 2008-2009 of Bryceville Landfill				\$11,716.00

Exhibit "A"

Lofton Creek Landfill
2008-2009
Budget

	Analysis Type	Cost Per Sample	Number of samples	Total
Dec-08				
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-09	Attachment 3 of permit	\$174.00	5	\$870.00
Jun-09				
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 2008-2009		\$9,990.00	1	\$9,990.00
Total for Year 2008-2009 for Lofton Creek Landfill				\$36,198.00

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 store, 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 on 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 or expense, including attorney's fees, (hereafter collectively called "Loss" arising out of or 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, except 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

Exhibit "B"

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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 owned 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, costs and expenses, including staff time at current billing rates, court cost and other disincurred 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 attorney's fees, staff time at current billing rates and reproduction expenses. Any

Exhibit "B"

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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 copies of Spectrum Data Solutions are prepared. *THE STATE OF FLA.*