

Tracking Number CM1166-A1

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES WITH GOLDER ASSOCIATES INC.

THIS AGREEMENT made and entered into this 21st day of January, 2009 by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and **Golder Associates Inc.**, 9428 Baymeadows Road, Suite 400, Jacksonville, Florida 32256, hereinafter referred to as "Consultant".

WHEREAS, the Board entered into agreement with Consultant on February 16, 1999 to perform certain technical services, including but not limited to, environmental engineering and technological services; site assessment and evaluation of site restoration alternatives; engineering design; oversight of remedial action; or other related professional engineering or consulting services; and

WHEREAS, the Board awarded this contract in response to a Request for Qualifications for General Engineering Services/Solid Waste Management for the landfill; and

WHEREAS, pursuant to Florida Statute 287.055 Consultants' Competitive Negotiation Act, all continuing contracts must include a termination clause; and,

WHEREAS, it has become necessary to amend the agreement entered into on February 16, 1999, specifically Section 21 regarding termination to include termination for convenience; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and understanding contained herein, the parties hereto do mutually agree as follows:

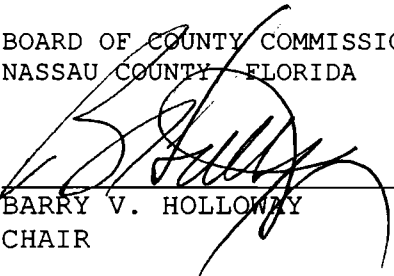
1. **TERMINATION FOR CONVENIENCE:**

County may, at its option, terminate the Agreement in whole or in part at any time by written notice thereof to Consultant, whether or not Consultant is in default. Upon any such termination, County shall pay for all Services performed to the date of the notice of termination. No amount shall be allowed for anticipated profit on unperformed Services provided, however, Consultant shall be reimbursed for any termination costs, including, but not limited to, cost related to demobilization and termination of subcontractors and vendors. Consultant may complete such analyses and records as are reasonably necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination shall include all direct costs of Consultant in completing such analyses, records and reports.

2. This Agreement shall be amended in writing from time to time by mutual consent of parties.

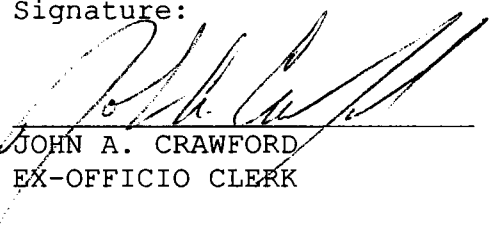
IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the Chair of the Board of County Commissioners of Nassau County, Florida this 21st day of January, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY FLORIDA



BARRY V. HOLLOWAY
CHAIR

ATTEST as to Chair's
Signature:



JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

[GOLDER ASSOCIATES INC. SIGNATURES ON NEXT PAGE]

GOLDER ASSOCIATES INC.

Wendy D. Karably
By: Wendy D. Karably
Its: Principal

STATE OF Florida
COUNTY OF Duval

Before me personally appeared, Wendy D. Karably,
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 30th day of
January, 2009.

Alice M. Shportun
Notary Signature

Notary-Public-State of Florida at large
My Commission expires: March 30, 2009

