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SIMS - EISMAN - RUSSO INC.

Professional Engineering & Planning Consultants
4241 Baymeadows Road, Suite 11, Jacksonville, Florida 32217
[904] 733-1478

PRINCIPALS
Johnny C. Sims, P.E.
Richard W. Eisman, P.E.
Thomas E. Russo, P.E., P.L.S.

January 18, 1988

Mr. Jim MacLaughlin, P.E.
Nassau County Engineer
2290 South 8th Street
Fernandina Beach, FL 32304

Reference: Traffic and Transportation Engineering Services
Additional Services
Intersection Improvements at Sadler Road and South
14th Street
Proposal No. 88-P221

Dear Jim:

Per our contract/agreement dated 07/07/87, as additional services will provide the following scope of services for the fee noted:

SCOPE OF SERVICES

Construction plans detailing the elements for construction for the intersection improvements as noted in the "INTERSECTION ANALYSIS" - Traffic/Design Report at Sadler Road and 14th Street South dated August 1987, on page 18-B items 1-4.

FEE

We will provide these services for the lump sum fee of \$16,750.00 payable per the above referenced contract/agreement. This project will be completed within 60 days of notice proceed.

CLOSURE


If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for thirty (30) days after the date of agreement by SIMS-EISMAN-RUSSO.

Mr. MacLaughlin
January 18, 1988
Page 2

We appreciate this opportunity to submit a proposal. Jeffrey W. Buckholz, P.E. has been selected to serve as project manager for this project. Please contact Jeff or me if you have any questions.

Very truly yours,

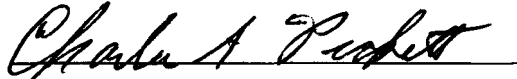
SIMS-EISMAN-RUSSO INC.


Johnny C. Sims, P.E.
Principal

JCS/aw

Approved:

By:



Title: Chairman

Witness:

George J. Bradley

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SIMS - EISMAN - RUSSO INC.

STANDARD PROVISIONS

(1) Payments for Services. Invoices will be submitted by the Engineer to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. When the Engineer's compensation is on a lump sum fee basis, the statements will be based upon the portion of total Services actually completed at the time of billing. If the Engineer's compensation is on an hourly basis, the statements shall be based on time actually expended in providing the Services at the rates provided in Exhibit B. Payment of each such invoice will be due within twenty-five (25) days of the receipt thereof. A service charge will be added to delinquent accounts at the maximum rate allowed by law for each month of delinquency. If the Owner fails to make any payment due the Engineer for services and expenses within sixty (60) days after the Engineer's transmittal of its invoice therefor, the Engineer may, after giving seven (7) days written notice to the Client suspend services under this Agreement until it has been paid in full amounts due for services and expenses.

(2) Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement.

(3) Estimates of Cost:

(a) Since the Engineer has no control over the cost of labor, materials, equipment or other services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions or probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the client will be paid for as Additional Services hereunder by the Client.

(b) If a limit with respect to construction or other costs is established by written agreement between the Client and the Engineer, the following will apply:

(i) The acceptance by the Client at any time during the performance of services hereunder of a revised opinion of probable cost in excess of the then established cost limit will constitute a corresponding revision in the previously agreed cost limit to the extent indicated in such revised opinion.

(ii) Any cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

(iii) The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the drawings and specifications prepared by it pursuant hereto and to make reasonable adjustments in the extent of the project to bring it within the cost limit.

(iv) If the bidding or negotiating phase of the project has not commenced within six (6) months after completion of the Engineer's design hereunder, the established cost limit will not be binding on the Engineer, and the Client shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Engineer's designs hereunder and the date on which proposals or bids are sought.

(v) If the lowest bona fide proposal or bid exceeds the established cost limit, the Client shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) cooperate in revising the project's extent or quality. In the case of (3), the Engineer shall, without additional charge, modify the plans and specifications prepared by it hereunder as necessary to bring the subject cost within the cost limit. The providing of such service will be the limit of the Engineer's responsibility in this regard and, having done so, the Engineer shall be entitled to payment for its services in accordance with this Agreement.

(4) Reuse of Documents. All documents including Drawings and Specifications prepared or furnished by the Engineer (and the Engineer's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect to the Project and the Engineer shall retain an ownership and property interest therein whether or not the Project is completed. At its expense, the Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Engineer or to the Engineer's independent professional associates or consultants, and the Client shall indemnify and hold harmless the Engineer and the Engineer's independent professional associates and

consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

(5) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

(6) Liability. The Engineer is protected by Worker's Compensation Insurance (and/or employer's liability insurance), and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to hold the Client harmless from loss, damage, injury, or liability arising directly from the negligent acts or omissions of the Engineer, its employees, agents, subcontractors and their employees and agents but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

(7) Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (6), the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against the Engineer on account of any and all design defects, errors, omissions, or professional negligence to the amount actually paid in compensation for, or with respect to, such liability, claim, cost, or expense under any policy or policies of professional liability insurance maintained by the Engineer. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or materialmen to install work in accordance with the plans and specifications.

(8) Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

(9) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and The Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Engineer and not for the benefit of any party. Neither the Client nor the Engineer shall assign, sublet or transfer any rights under interest in (including but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer may deem appropriate to assist in the performance of services hereunder.

(10) Confidentiality. The Client hereby consents to the use and dissemination by the Engineer of photographs of the Project and to the use by the Engineer of facts, data and information obtained by the Engineer in the performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Engineer shall use reasonable care to maintain the confidentiality of such identified material.

(11) Controlling Law. This Agreement to be governed by the law of the State of Florida.

(12) Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

(13) Merger; Amendment. This Agreement constitutes the entire Agreement between the Engineer and the Client, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

(14) Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions herof or affecting the validity or enforceability of such provision in any other jurisdiction.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Gene R. Blackwelder	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
John F. Claxton	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Charles A. Pickett	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

January 29, 1988

Mr. Johnny C. Sims, P.E.
Sims-Eisman-Russo, Inc.
4241 Baymeadows Road
Suite 11
Jacksonville, FL 32217

Dear Mr Sims:

The Board of County Commissioners has instructed this office to forward to you the enclosed copy of the agreement between your firm and Nassau County for Traffic and Transportation Engineering Services for Intersection Improvements at Sadler Road and South 14th Street. This agreement was approved by the Board on January 26, 1988.

If we can be of any further assistance, do not hesitate in contacting us.

Sincerely,

T. J. "Jerry" Greeson
Ex - Officio Clerk

TJG:jb

Enclosure

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SIMS - EISMAN - RUSSO INC.

Professional Engineering & Planning Consultants
4241 Baymeadows Road, Suite 11, Jacksonville, Florida 32217
(904) 733-1478

PRINCIPALS
Johnny C. Sims, P.E.
Richard W. Eisman, P.E.
Thomas E. Russo, P.E., P.L.S.

January 25, 1988

Mr. Jim MacLaughlin, P.E.
Nassau County Engineer
2290 South 8th Street
Fernandina Beach, FL 32304

Reference: Traffic and Transportation Engineering Services
Additional Services
24 Hour Machine Count on South 14th Street - North
of Sadler Road
Proposal No. 88-P223

Dear Jim:

Per our contract/agreement dated 07/07/87, as additional services will provide the following scope of services for the fee noted:

SCOPE OF SERVICES

A 24 hour traffic (volume) count on South 14th Street as noted in the "INTERSECTION ANALYSIS" - Traffic/Design Report at Sadler Road and 14th Street South dated August 1987, on page 18-B item 5.

FEE

We will provide these services for the lump sum fee of \$425.00 payable per the above referenced contract/agreement. This project will be completed within 45 days of notice to proceed.

CLOSURE

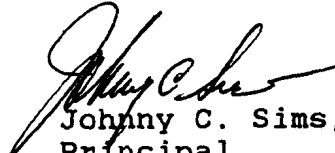
If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for thirty (30) days after the date of agreement by SIMS-EISMAN-RUSSO.

Mr. MacLaughlin
January 18, 1988
Page 2

We appreciate this opportunity to submit a proposal. Jeffrey W. Buckholz, P.E. has been selected to serve as project manager for this project. Please contact Jeff or me if you have any questions.

Very truly yours,

SIMS-EISMAN-RUSSO INC.


Johnny C. Sims, P.E.
Principal

JCS/aw

Approved:

By: Charles A. Pickett

Title: 2nd Vice President

Witness: W. J. [Signature]

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