

910 South 8th Street, Suite RC - 9
Fernandina Beach, Florida 32034
(904) 277-2770

December 13, 1995

Mr. Jack D'Amato, Public Works Director
Nassau County Public Works Department
2290 S.R. 200
Fernandina Beach, FL 32034

Dear Mr. D'Amato:

Meier Engineering is pleased to submit this proposal for Technical Services in connection with the operations of the Nassau County Building and Zoning Department.

My Services will consist of the determination of Flood Zones for various properties in connection with building permit approval and the performance other appropriate and acceptable Technical Services for the Nassau County Building and Zoning Department upon request. Nassau County will furnish me with all pertinent existing information concerning the requested services and full information as to their requirements.

Nassau County will compensate me on an hourly basis at a rate of thirty five (35) dollars per hour for the services described above.

If Nassau County desires additional services which are not described above, Meier Engineering and Nassau County may agree to extend this agreement. Compensation will be at Meier Engineering's standard hourly rates of \$35/hour for Technical Services. Technical Services are defined as services which require engineering knowledge but not the expertise of a licensed Professional Engineer.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice. In the event of any termination, Meier Engineering will be paid for all services rendered to the date of termination and all termination expenses.

If Nassau County fails to make any payment due Meier Engineering for services as set forth herein, the amounts due Meier Engineering will be increased at a rate of 1% per month from the time payment is due. In addition, Meier Engineering may, after giving seven days' written notice to the Owner, suspend services under this Agreement until Meier Engineering has been paid in full all amounts due for services.

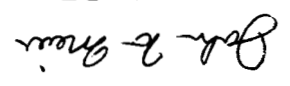
Meier Engineering will not be held liable for disputes or claims arising from its interpretation of the National Flood Insurance Program FIRM maps. In addition, Nassau County hereby agrees that to fullest extent permitted by law Meier Engineering's total liability to the Owner for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to these Services or this Agreement from any cause or causes including but not limited to Meier Engineering's negligence, errors, omissions, strict liability, breach of contract shall not exceed the total compensation received by Meier Engineering under this Agreement.

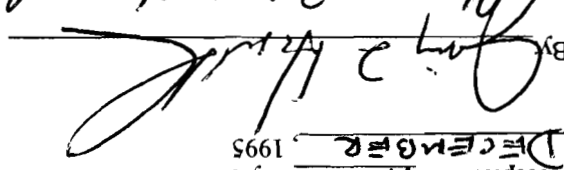
This Proposal and the General Provisions consisting of two (2) pages represent the entire understanding between Nassau County and Meier Engineering in respect of this agreement and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, I would appreciate your signing both

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enclosed copies of this letter in the space provided below and returning one copy to me. This proposal will be open for acceptance until December 29, 1995, unless changed by us in writing.

Sincerely,
Meier Engineering

John H. Meier, P.E.

Accepted this 19th day of DECEMBER, 1995
By 
The Shawmut Design & Construction Co.