



Architectural, Engineering, Planning and Environmental Services

Reynolds, Smith and Hills, Inc.
4651 Salisbury Road
Jacksonville, Florida 32256-0901
904-296-2000
Fax: 904-279-2491

FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

January 29, 1999

Mr. Jack D'Amato, Jr., PE
Nassau County Director of Public Works
2290 State Road 200
Fernandina Beach, FL 32034

**Re: Additional Design Services
Nassau County Collector Road Improvement Program
NC001-98 CR 108 from CR 121 to US 1 in Callahan
NC002-98 CR 108 from US 1 in Hilliard to US 17 in Yulee
NC003-98 Amelia Island Parkway, Amelia Island Road, Philips Manor Road**

Dear Mr. D'Amato:

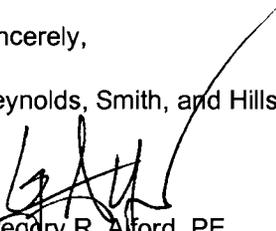
In accordance with your recent request I am sending this letter to offer additional design services to Nassau County for the above referenced project. I have included a detailed summary of services to be performed under this proposal for your review. A lump sum fee of \$26,043.28 has been estimated for the investigation and redesign of the water quality/quantity treatment system to mitigate the construction in the City of Callahan.

This effort will include siting, surveying, performing sufficient geotechnical exploration, designing, and revising the current construction plans for this water treatment facility. We will also obtain a modification to our existing SJRWMD permit for this facility.

As always, please feel free to call and discuss these terms or to let me know if I may be of further assistance.

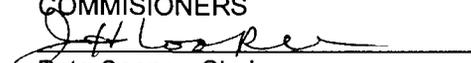
Sincerely,

Reynolds, Smith, and Hills, Inc.


Gregory R. Axford, PE
Project Manager

cc: Joe Debs (RS&H)
John McDowell (RS&H)
File

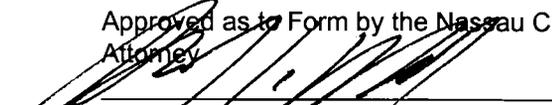
NASSAU COUNTY BOARD OF
COMMISSIONERS


Pete Cooper, Chairman

ATTEST:


J.M. Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the Nassau County
Attorney


Michael S. Mullin



**ESTIMATE OF WORK EFFORT AND FEE
COMPENSATORY POND DESIGN**

Estimator Gregory R. Alford
Date: 1/29/99
RSH Project No. 4017165000

Name of Job: Nassau County Collector Road Improvement Program

No./ACTIVITY	PROJECT MANAGER		CHIEF DESIGNER		SR. DESIGNER		DESIGNER		CADD TECHNICIAN		CLERICAL		BY ACTIVITY	SALARY COST BY ACTIVITY	AVG. HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE			
HIGHWAY TASK LIST															
A1 Drainage Analysis	18	42.00	36	31.25	36	21.63	36	19.23	36	18.50	16	11.00	178	\$4,194.00	\$23.56
A2 Drainage Plans	9	42.00	17	31.25	17	21.63	17	19.23	17	18.50	9	11.00	86	\$2,017.00	\$23.45
A3 Traffic Control Plans	1	42.00	2	31.25	2	21.63	2	19.23	2	18.50	3	11.00	12	\$256.00	\$21.33
A4 Permitting	5	42.00	10	31.25	10	21.63	10	19.23	10	18.50	5	11.00	50	\$1,171.00	\$23.42
TOTAL	33	\$168.00	65	\$125.00	65	\$86.52	65	\$76.92	65	\$74.00	33	\$44.00	326	\$7,638.00	\$23.43

TOTAL CONTRACT FEE COMPUTATIONS	
Total Activity Salary Costs	\$7,638.00
(a) Overhead Additives:	
(1) Admin. & General Percent	108.56%
(2) Fringe Benefits Percent	40.48%
(1) Admin. & General Cost	
(2) Fringe Benefits Cost	\$8,291.81
	\$3,091.86
Subtotal (Salary + Overhead)	\$19,021.68
(b) Profit Margin Percent	
	12.00%
(b) Profit Margin Cost	\$2,282.60
Subtotal (Salary related)	\$21,304.28
(c) Misc./Out-of-Pocket Expenses (Direct Reimbursables)	
	\$431.00
Subtotal (Basic Activities)	\$21,735.28
(d) Subcontract Items	
	\$0.00
(e) Other Lump Sum Items	
	\$0.00
BASIC LUMP SUM AMOUNT	\$21,735.28
(f) Design Survey	
	\$3,000.00
(g) Geotechnical Services (Law)	
	\$1,308.00
MAXIMUM AMOUNT	\$26,043.28

SHOP DRAWING (L.A.) = 0 HRS @ \$0.00 PER HR x 0.000 LABOR FACTOR = \$0.00



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FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

January 29, 1999

Mr. Jack D'Amato, Jr., PE
Nassau County Director of Public Works
2290 State Road 200
Fernandina Beach, FL 32034

**Re: Nassau County Collector Road Improvement Program
Post Design Services
NC001-98 CR 108 from CR 121 to US 1 in Callahan
NC002-98 CR 108 from US 1 in Hilliard to US 17 in Yulee
NC003-98 Amelia Island Parkway, Amelia Island Road, Philips Manor Road**

Dear Mr. D'Amato:

This letter is to serve as formal approval from Nassau County for Reynolds, Smith and Hills, Inc. to perform post design services on the above referenced projects. It is understood that these services shall be those requested from your staff based on project demand, providing engineering and consulting services for the duration of construction for these projects. For these services we shall work and be paid on an hourly basis. For invoicing purposes the following rates shall apply:

Project Officer	\$ 150.00/hr
Project Manager	\$ 109.10/hr
Senior Engineer	\$ 87.69/hr
Drainage Engineer	\$ 79.10/hr
Junior Engineer	\$ 62.70/hr
CADD Technician	\$ 55.90/hr
Clerical	\$ 38.20/hr

In addition to the above it may be necessary, during the course of project construction, to employ the services of Ron Woods, PE, the pavement design engineer of record for the project. Mr. Woods time will be billed at the rate for a senior engineer.

This agreement shall have an upset, or limiting amount of \$36,837. This total represents a weighted hourly rate of \$81.86 per hour applied at 9 hours per week across the project life of 50 weeks.

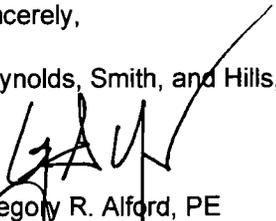
Reimbursable expenses are in addition to the above quoted hourly rates. Reimbursable expenses shall include photography, CADD plotting, reproduction costs, travel, phone, postage, and meals.

If this post design services proposal meets with your approval, please sign both copies of this letter and return one to my attention for our records.

Please feel free to call and discuss or to let me know if I may be of any assistance.

Sincerely,

Reynolds, Smith, and Hills, Inc.



Gregory R. Alford, PE
Project Manager

cc: Jeff Bowen
Cherylene Jeffords
File

Accepted this 8th day of February 1999. Authorization is hereby given.

NASSAU COUNTY BOARD OF COMMISSIONERS



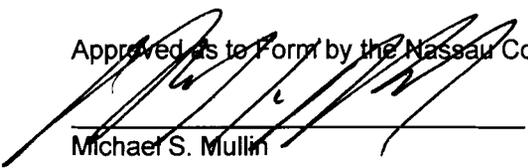
Chris Kirkland, Chairman
J. H. Cooper

ATTEST:



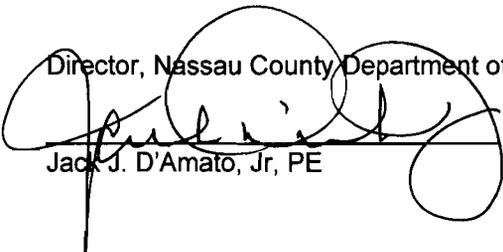
J.M. Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the Nassau County Attorney



Michael S. Mullin

Director, Nassau County Department of Public Works



Jack J. D'Amato, Jr, PE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

January 16, 1997

Mr. J. Donald Hinson, P.E.
Vice President
Reynolds, Smith & Hills
4651 Salisbury Road, Suite 400
Jacksonville, FL 32256

Dear Mr. Hinson:

This is to advise that the Board of County Commissioners has designated the Director of Public Works, Mr. Jack J. D'Amato, as the owner's representative pursuant to Section 4.1 of the contract between your company and the Board of County Commissioners.

Mr. D'Amato has the authority to transmit instructions, receive information and interpret and define the Board's policies with respect to your company's services pursuant to the contract.

Sincerely yours,

John A. Crawford
Chairman

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

JAC:jtb

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
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JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

January 16, 1997

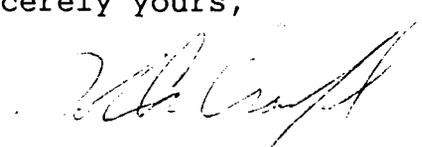
Mr. J. Donald Hinson, P.E.
Vice President
Reynolds, Smith & Hills
4651 Salisbury Road, Suite 400
Jacksonville, FL 32256

Dear Mr. Hinson:

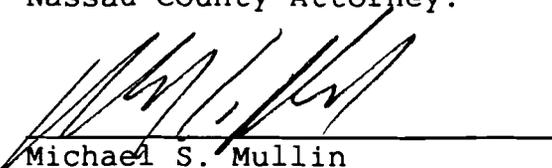
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Mr. D'Amato has the authority to transmit instructions, receive information and interpret and define the Board's policies with respect to your company's services pursuant to the contract.

Sincerely yours,


John A. Crawford
Chairman

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

JAC:jtb

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



Architectural, Engineering, Planning and Environmental Services

Reynolds, Smith and Hills, Inc.

4651 Salisbury Road
Jacksonville, Florida 32256-0901
904-296-2000
Fax: 904-279-2491

FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

June 15, 1999

Mr. Jack D'Amato, Jr., PE
Nassau County Director of Public Works
2290 State Road 200
Fernandina Beach, FL 32034

**Re: Nassau County Collector Road Improvement Program
Post Design Services
NC001-98 CR 108 from CR 121 to US 1 in Callahan
NC002-98 CR 108 from US 1 in Hilliard to US 17 in Yulee
NC003-98 Amelia Island Parkway, Amelia Island Road, Philips Manor Road**

Dear Mr. D'Amato:

This letter is to serve as a formal request to increase the upset or limiting amount from our original agreement dated February 5, 1999 for \$36,837, which was subsequently increased \$5,049.86 on March 26, 1999 to \$41,886.86. As of May 28, 1999 we have invoiced \$41,720.16, with \$166.70 remaining.

As previously agreed, these services shall be those requested from your staff based on project demand, providing engineering and consulting services for the duration of construction for these projects. For these additional services we shall continue to work and be paid on an hourly basis. For invoicing purposes the following rates shall still apply:

Project Officer	\$ 150.00/hr
Project Manager	\$ 109.10/hr
Senior Engineer	\$ 87.69/hr
Drainage Engineer	\$ 79.10/hr
Junior Engineer	\$ 62.70/hr
CADD Technician	\$ 55.90/hr
Clerical	\$ 38.20/hr

In addition to the above it may be necessary, during the course of project construction, to employ the services of Ron Woods, PE, the pavement design engineer of record for the project. Mr. Woods time will be billed at the rate for a senior engineer.

An increase of \$22,102.20 is requested to be added to the contract total. This total represents a weighted hourly rate of \$81.86 per hour applied at 9 hours per week across the remaining project life of approximately 30 weeks.

Reimbursable expenses are in addition to the above quoted hourly rates. Reimbursable expenses shall include photography, CADD plotting, reproduction costs, travel, phone, postage, and meals.

APPROVED

DATE 7/26/99 JRL

RECEIVED
7/21/99

If this post design services increase proposal meets with your approval, please sign both copies of this letter and return one to my attention for our records.

Please feel free to call and discuss or to let me know if I may be of any assistance.

Sincerely,

Reynolds, Smith, and Hills, Inc.


Gregory R. Alford, PE
Project Manager

Jeffery L. Bowen, PE
Vice President

cc: John McDowell
Jeff Bowen
Cherylene Jeffords
File

Accepted this 26th day of July 1999. Authorization is hereby given.

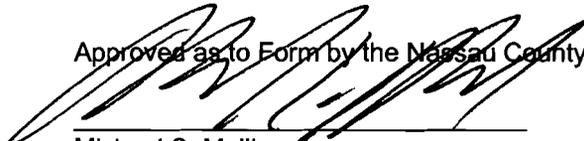
NASSAU COUNTY BOARD OF COMMISSIONERS


Pete Cooper, Chairman

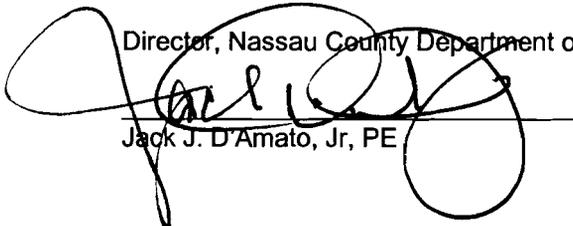
ATTEST:

J.M. Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the Nassau County Attorney


Michael S. Mullin

Director, Nassau County Department of Public Works


Jack J. D'Amato, Jr, PE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

August 3, 1999

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Gregory R. Alford, PE
Project Manager
Reynolds, Smith and Hills, Inc.
4651 Salisbury Road
Jacksonville, FL 32256-0901

Re: Nassau County Collector Road Improvement Program
Post Design Services
NC001-98 CR 108 from CR 121 to US 1 in Callahan
NC002-98 CR 108 from US 1 in Hilliard to US 17 in Yulee
NC003-98 Amelia Island Parkway, Amelia Island Road,
Philips Manor Road

Dear Mr. Alford:

Enclosed is a fully executed letter regarding an increase in the amount of the original agreement for the above listed projects as approved by the Nassau County Board of County Commissioners on July 26, 1999.

Please let us know if we may be of any further assistance.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jmg

Enclosure



Nassau County Public Works Department

2290 State Road 200
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE
Director of Public Works

Gary R. Larson, CBO
Building Official

Douglas Correia
Senior Planner

Dennis Close
Road & Bridge Superintendent

MEMORANDUM

TO : Joyce Bradley, Clerks Office

FROM : Robyn Mobley, Administrative Assistant *JM*

DATE : July 19, 1999

SUBJECT : BCC Agenda Item
Nassau County Collector Road Improvement Program

Attached you will find the original documents for the above referenced agenda item. The agenda item is scheduled to go before the Board on July 26, 1999.

If I can be of any assistance, please give me a call.



Nassau County Public Works Department

2290 State Road 200
Fernandina Beach, Florida 32034-3056

Jack D'Amato, Jr., PE
Director of Public Works

Gary R. Larson, CBO
Building Official

Douglas Correia
Senior Planner

Dennis Close
Road & Bridge Superintendent

MEMORANDUM

TO : Pete Cooper, Chairman

FROM : Jack D'Amato, Director of Public Works *JDA/RM*

DATE : July 14, 1999

SUBJECT : Nassau County Collector Road Improvement Program
Post Design Services
NC001-98 CR 108 to US 1 in Callahan
NC002-98 CR 108 (Hilliard) to US 17 in Yulee
NC003-98 Amelia Island Pkwy., Amelia Island Rd., Philip Manor Rd.

BACKGROUND:

The Nassau County Public Works Department is in receipt of a request to increase the invoiced amount of \$41,720.16 by an additional \$22,102.20. The increased amount will serve for engineering and consulting services for the duration of construction for the above referenced projects.

RECOMMENDATION:

Staff recommends approval of the additional funding.

APPROVED

DATE 7/26/99 *JDA*

FERNANDINA
(904) 321-5765 OR 321-5760
FAX (904) 321-5763

TOLL FREE
1-800-264-2065 1-800-948-3364

HILLIARD
(904) 845-3610
FAX (904) 845-1230



Architectural, Engineering, Planning and Environmental Services

Reynolds, Smith and Hills, Inc.

4651 Salisbury Road
Jacksonville, Florida 32256-0901
904-296-2000
Fax: 904-279-2491

FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

March 3, 1999

Mr. Jack D'Amato, Jr., PE
Nassau County Director of Public Works
2290 State Road 200
Fernandina Beach, FL 32034

**Re: Additional Design Services – Amelia Island Parkway Alignment Shift/3 Laning
Nassau County Collector Road Improvement Program
NC003-98 Amelia Island Parkway, Amelia Island Road, Philips Manor Road**

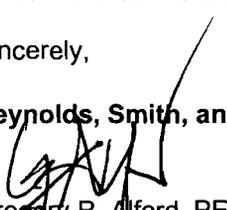
Dear Mr. D'Amato:

In accordance with your recent request I am sending this letter to offer additional design services to Nassau County for the above referenced project. I have included a detailed summary of services to be performed under this proposal for your review. A lump sum fee of \$27,695.74 has been estimated for the redesign of Amelia Island Parkway from approximately station 57+00 to approximately station 72+00. The redesign will include shifting the roadway alignment 5.5' to the west, such that a three lane section can be constructed without any further impact to trees along the east side of Amelia Island Parkway. As discussed there will be additional impacts to trees on the west side of the Parkway. This design will include the addition of deceleration/right turn lanes for Lyndale Road, for the new industrial facility located opposite Via Del Mar and possibly at Jamestown Road. Final approval from your office will be requested prior to designing the turn lane at Jamestown Road. As requested, pay items for the new industrial park turn lane will be tabulated separately.

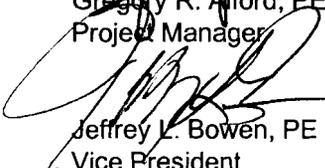
If this proposal meets with your approval, please have both copies signed and return one to my attention for our records. As always, please feel free to call if I may be of further assistance.

Sincerely,

Reynolds, Smith, and Hills, Inc.



Gregory R. Alford, PE
Project Manager



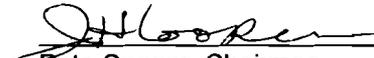
Jeffrey L. Bowen, PE
Vice President

cc: Joe Debs (RS&H)
John McDowell (RS&H)
File

RECEIVED
3/18/99

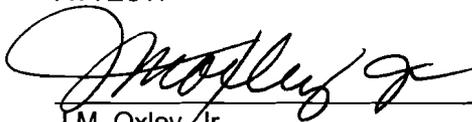
Accepted this 12th day of April 1999. Authorization if hereby given.

NASSAU COUNTY BOARD OF COMMISSIONERS



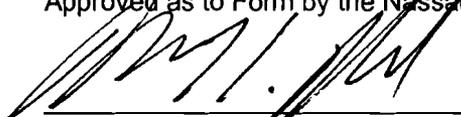
Pete Cooper, Chairman

ATTEST:



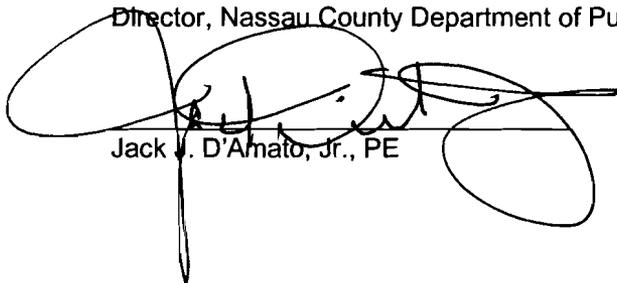
J.M. Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the Nassau County Attorney



Michael S. Mullin

Director, Nassau County Department of Public Works



Jack J. D'Amato, Jr., PE

**ESTIMATE OF WORK EFFORT AND FEE
CONSTRUCTION PLANS**

Estimator Gregory R. Alford, PE
Date: 1/0/00
RSH Project No.: 4017165200
Nassau County No.: NC003-98

Name of Job: Amelia Island Parkway Alternative C (5.5' Alignment Shift)
From Approx. Sta 57+00
To: Approx. Sta 72+00

No./ACTIVITY	PROJECT MANAGER 15%		CHIEF DESIGNER 20%		SR. DESIGNER 20%		DESIGNER 20%		CADD TECHNICIAN 20%		CLERICAL 5%		BY ACTIVITY	SALARY COST BY ACTIVITY	AVG. HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE			
HIGHWAY TASK LIST															
A1 Design Analysis	14	34.50	18	30.60	18	25.20	18	20.10	18	15.60	4	11.00	90	\$2,174.00	\$24.16
A2 Drainage Analysis	7	34.50	10	30.60	10	25.20	10	20.10	10	15.60	1	11.00	48	\$1,168.00	\$24.33
A3 Roadway Plans	26	34.50	35	30.60	35	25.20	35	20.10	35	15.60	8	11.00	174	\$4,188.00	\$24.07
A4 Drainage Plans	2	34.50	2	30.60	2	25.20	2	20.10	2	15.60	2	11.00	12	\$274.00	\$22.83
A5 Traffic Control Plans	4	34.50	5	30.60	5	25.20	5	20.10	5	15.60	2	11.00	26	\$618.00	\$23.77
A6 Utilities/Railroad	3	34.50	4	30.60	4	25.20	4	20.10	4	15.60	3	11.00	22	\$503.00	\$22.86
A7 Permitting	0	34.50	0	30.60	0	25.20	0	20.10	0	15.60	0	11.00	0	\$0.00	\$0.00
B Signing and Pavement Marking	5	34.50	7	30.60	7	25.20	7	20.10	7	15.60	3	11.00	36	\$846.00	\$23.50
TOTAL	61	\$276.00	81	\$244.80	81	\$201.60	81	\$160.80	81	\$124.80	23	\$88.00	408	\$9,771.00	\$23.95

TOTAL CONTRACT FEE COMPUTATIONS

Total Activity Salary Costs	\$9,771.00
(a) Overhead Additives:	
(1) Admin. & General Percent	108.56%
(2) Fringe Benefits Percent	40.48%
(1) Admin. & General Cost	\$10,607.40
(2) Fringe Benefits Cost	\$3,955.30
Subtotal (Salary + Overhead)	\$24,333.70
(b) Profit Margin Percent	12.00%
(b) Profit Margin Cost	\$2,920.04
Subtotal (Salary related)	\$27,253.74
(c) Misc./Out-of-Pocket Expenses (Direct Reimbursables)	\$442.00
Subtotal (Basic Activities)	\$27,695.74
(d) Subcontract Items	\$0.00
(e) Other Lump Sum Items	\$0.00
BASIC LUMP SUM AMOUNT	\$27,695.74
(f) Design Surveys (Limiting Amount)	\$0.00
(g) Geotechnical Services (Law)	\$0.00
MAXIMUM AMOUNT	\$27,695.74

SHOP DRAWING (L.A.) = 0 HRS @ \$0.00 PER HR x 0.000 LABOR FACTOR = \$0.00

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1. Typical Section Package	L.S.					
2. Geometric	L.S.	1	14		14	
3. Update Access Management	L.S.					
4. Field Survey- Data Reduction	L.S.					
5. DTM Model Development	L.S.					
6. Contract File (Set-up & Maintnc)	L.S.					
7. C.E.S./ Summary of Pay Items	L.S.	1	8		8	Set-up and Maintenance
8. Computation Book	L.S.	1	16		16	Includes calculation
9. Pavement Design	L.S.					
10. Public Meetings	L.S.					
11. Meetings - Public Works	L.S.	1	8		8	2 People Per Meeting
12. Access Road Study	L.S.					
13. Traffic Analysis	L.S.					
14. Special Provisions	L.S.					

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
SUBTOTAL					46	
15. Quality Control	5%				2	
16. Supervision	5%				2	
17. Field Reviews	EA	2	12		24	2 People 6 Hours Each
18. Progress Meetings	EA	2	8		16	2 People 4 Hours Each
TOTAL					90	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1. Design - Minor X-Drains	Each					
2. Design - Major X-Drains	Each					
3. Lateral Ditch & Outfall	Each					
4. Lateral Ditch Cross Section	Each					
5. Interchange Drainage	L. S.					
6. Design of Roadway Ditches	L.S.	1	8		8	
7. Design of Outfall Ditches	L.S.					
8. Design of Storm Sewers	Structure	3	6		18	
9. Design of Stormwater Retention/ Detention Fac.	EA					
10. Design of Special Drainage System	L.S.					
11. Preparation of Bridge Hydraulics Report	EA					
12. Drainage Design Report	L.S.					
13. Pond Sites, Rpt. (update)	EA					
SUBTOTAL					26	

14. Quality Control	5%				1	
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HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
15. Supervision	5%				1	
16. Field Reviews	EA	2	6		12	
17. Progress Meetings	EA	2	4		8	
TOTAL					48	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3. ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1. Key Map	Sheet	1	2	1	2	Revise as appropriate
2. Typical Section and Notes	Section	1	12	1	12	New typical section for 3 laning
3. Summary of Quantities	Sheet	1	2	1	2	
4. Project Layout	Sheet	1	8	1	8	Revise as needed
5. Mass Diagram	Sheet					
6. Plan Sheets - Rural	Sheet	2	12	2	24	Revise as necessary
7. Plan & Profile - Urban	Sheet					
8. Profile Sheets - Rural	Sheet	1	10	1	10	Revise as necessary
9. Back of Sidewalk Profiles	Sheet					
10. Intersection Details	Sheet					
11. Intersection Profiles	Sheet					
12. Spec. Ramps Detail	Sheet					
13. Special Profiles	Sheet					
14. Misc. Constr. Details	Sheet					
15. Soil Data Sheet	Sheet					Geotechnical Subconsultant

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3. ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
16. Cross Section Pattern Sheet	Section					1:800 Scale
17. Cross-sections - Rural	Section	25	4	4	100	
18. Cross-sections - Urban	Sheet					
19. Clearing & Grubbing Plans	Sheet					
20. Utility Adjustment	L.S.					Separate Sheets
21. Interchange Design	L.S.					
22. Geotechnical Plan Sheets	Sheet					
23. Geotechnical Special Details	Sheet					
SUBTOTAL				11	158	

24. Quality Control	5%				8	
25. Supervision	5%				8	
TOTAL				11	174	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 4 - DRAINAGE ANALYSIS/PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1. Drainage Map - Rural	Sheet					
2. Drainage Map - Urban	Sheet					
3. Drainage Struct. - Rural	Section					
4. Drainage Struct. - Urban	Section					
5. Summary - Drainage Struct	L.S.	1	10	1	10	
6. Drainage Detail Sheets	Sheet					
7. Lateral Ditch & Outfall	Each					
8. Lateral Ditch Cross Section	Each					
9. Bridge Hydr. Recomm. Sht.	Sheet					
10. Stormwater Retention/Detention Plans	Sheet					
11. Detention/Retention Pond X-Sections	Sheet					
12. Erosion Control Plans	Sheet					Special Considerations for Geotechnical Work
13. Erosion Control Detail Sheet	Sheet					
SUBTOTAL				1	10	

14. Quality Control	5%				1	
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HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 4 - DRAINAGE ANALYSIS/PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
15. Supervision	5%			1	1	
TOTAL				1	12	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 - TRAFFIC CONTROL PLAN

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1 Traffic Control Plan Design Analysis	L.S.	1	8		8	
2 Typical Sections	Sheet	1	8	2	8	
3 General Notes/ Construction Sequence	Sheet	1	8	1	8	
4 Typical Details	Sheet					
5 Tabulation of Quantities	Sheet					
6 Plan Sheets	Sheet					Two Phases X 4 Sheets
7 Pavement Markings/ Signing Details	Sheet					
8 Temporary Signal	Sheet					Assume none required
SUBTOTAL				3	24	

9. Quality Control	5%				1	
10. Supervision	5%				1	
TOTAL				3	26	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - UTILITIES/RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS		COMMENTS
1 Intial Contact	Each						
2 Coordination with Utility Companies	Each	3	4		12		
3 Utility Conference	Each	1	8		8		Field meeting
4 Utility Adjustment Shts.	Sheet						
5 Railroad Key Map	Sheet						
6 Railroad Plan Sheet	Sheet						
7 Railroad Drainage Struct.	Section						
8 Prepare Railroad Crossing Detail	Each						
9 Prepare Utility Relocation Agreement	Each						
SUBTOTAL					20		

10. Quality Control	5%				1		
11. Supervision	5%				1		
12. Utility Meetings	EA		12				

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - UTILITIES/RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS		COMMENTS
TOTAL					22		

HIGHWAY TASK LIST

ACTIVITY: B. SIGNING AND PAVEMENT MARKINGS SUBACTIVITY: NONE

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1 Key Sheet	Sheet	1	2	1	2	Revise as appropriate
2 Special Marking Details	Ea Detail					
3 Tabulation of Quantities	Sheet	1	4	1	4	
4 Plan Sheets	Sheet	2	8	2	16	Includes design analysis, standard marking details
5 Guide Sign Worksheet	Sign					
6 Sign Layout and Location	L.S.					
7 Cross Sections	Sign					
8 Truss for Overhead	Sign					
9 Sign Detail Sheet	Sheet					
10 Metal/ Concrete Pole Detail	Each					
11 Service Point Detail	Each					
12 CES/ Summary of Pay Items	L.S.	1	2		2	Set-up and maintenance
13 Special Provisions	L.S.					May include technical specifications
14 Computations	L.S.	1	4		4	
15 Mark for Signal. Inter.	Sheet					

HIGHWAY TASK LIST

ACTIVITY: B. SIGNING AND PAVEMENT MARKINGS SUBACTIVITY: NONE

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS		COMMENTS
16 Field Reviews	Each						
17 General Notes	Sheet	1	4		4		
SUBTOTAL				4	32		

18. Quality Control	5%				2		
19. Supervision	5%				2		
20. Field Reviews	EA		6				
21. Progress Meetings	EA		4				
TOTAL				4	36		



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

April 13, 1999

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Gregory R. Alford, PE, Project Manager
Reynolds, Smith and Hills, Inc.
4651 Salisbury Road
Jacksonville, FL 32256-0901

Re: Additional Design Services-Amelia Island Parkway
NC003-98

Dear Mr. Alford:

Enclosed is an original, fully executed agreement for the above referenced project as approved by the Nassau County Board of County Commissioners on April 12, 1999.

Please let us know if we may be of any further assistance.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Jmg

Enclosure

Cc: Jack D'Amato, Public Works Director

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of January 17, 1997 between Nassau County Board of County Commissioners, located at 415 Centre Street, Fernandina Beach, Florida 32034 ("Owner") and Reynolds, Smith and Hills, Inc., a Florida corporation, located at 4651 Salisbury Road, Suite 400, Jacksonville, Florida 32256 ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for professional engineering, planning and environmental services with respect to transportation and highway design for roadway improvements to the following Nassau County roadways: County Road 108 from US Highway 1 in Callahan, Florida to State Route 121 (the "Callahan Project"); County Road 108 from US Highway 17 in Hilliard, Florida to US 1 (the "Hilliard Project"); and Amelia Island Parkway from State Route A1A to State Route A1A (the "Parkway Project") (collectively, the "Project Sites"). Engineer is to observe and verify existing conditions at the Project Sites to prepare plans for improvements to these facilities and to perform a drainage basin study along the section of the Hilliard Project between I-95 and US 17.

Owner and Engineer in consideration of their mutual covenants hereinafter set forth and in subsequently issued Supplemental Agreements agree in respect of the performance of professional engineering services by Engineer and the payment of those services by Owner as set forth below.

1. BASIC SERVICES OF ENGINEER.

1.1. General.

Engineer shall provide for Owner or its designee professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided, including professional engineering consultation and advice and furnishing customary civil engineering services incidental thereto.

1.2. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, Engineer shall:

- 1.2.1. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings and outline specifications of the Project.
- 1.2.2. Based on the information contained in the preliminary design documents, submit a preliminary opinion of probable Project Construction Costs.
- 1.2.3. Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with Owner or its designee.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, Engineer shall:

- 1.3.1. On the basis of the accepted Preliminary Design documents and the preliminary opinion of probable Project Construction Costs, prepare for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

- 1.3.2. Provide technical criteria, written descriptions and design data for Owner or its designee's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist Owner or its designee in consultations with appropriate authorities.
- 1.3.3. Advise Owner or its designee of any adjustments to the latest opinion of probable Project Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to Owner or its designee a revised opinion of probable Project Construction Costs based on the Drawings and Specifications.
- 1.3.4. Prepare for review and approval by Owner or its designee, its legal counsel and other advisors, construction contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
- 1.3.5. Furnish five (5) copies of the above documents and of the Drawings and Specifications and present and review them in person with Owner or its designee.

1.4. **Bidding Phase.**

After written authorization to proceed with the Bidding Phase, Engineer shall:

- 1.4.1. Attend pre-bid conference.
- 1.4.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.4.3. Tabulate bids, evaluate bid for completeness and conformance with bidding requirements and recommend the award of construction contract.

2. **ADDITIONAL SERVICES OF ENGINEER**

- 2.1. Services resulting from changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
- 2.2. Upon acceptance of the final Contract Document(s) for the Project(s) the Owner or its designee and Engineer may define services as necessary to administer the construction contract(s).
- 2.3. All modifications or additions to the scope of services ("Basic Services") provided by the Engineer will require the prior written approval of the Owner or its designee. Additional services, fee and/or schedule modifications, if approved, will be added by a Supplemental Agreement to this Agreement.

3. **SCHEDULE.**

Engineer shall insure to the best of its ability that the Services, required of the Engineer hereunder, shall be accomplished within the schedule, attached hereto as Exhibit "A" (hereinafter, the "Schedule"). If the Engineer fails to perform within the Schedule and the failure to perform is determined by mediation in accordance with the provisions of Section 9.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

4. **OWNER OR ITS DESIGNEE'S RESPONSIBILITIES**

Owner or its designee shall accomplish the following in a timely manner so as not to delay the services of Engineer:

- 4.1. Owner designates the Director of Public Works as Owner's authorized representative (hereinafter "Owner's designee") (hereinafter collectively, referred to as "Owner") with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.
- 4.2. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner or its designee will require to be included in the Drawings and Specifications.
- 4.3. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.4. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 4.5. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, and other consultants as Owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 4.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.7. Furnish to Engineer data or estimated figures as to Owner or its designee's anticipated costs for services to be provided by others for Owner or its designee so that Engineer may make the necessary findings to support opinions of probable Project Construction Costs.
- 4.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 4.9. Give prompt written notice to Engineer whenever Owner or its designee observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in Engineer's services.
- 4.10. Direct Engineer to provide, as required by Owner, Additional Services, as required.
- 4.11. Bear all costs incident to compliance with requirements of this Section 4.

5. **PERIODS OF SERVICE**

- 5.1. The provisions of this Section 5 and the rate of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Engineer's obligation to render Basic Services hereunder will extend for a period of ten (10) months from the date of receipt by Engineer of the written Notice To Proceed. Exhibit "A," entitled "Project Schedule," attached hereto and made a part hereof, sets forth the specific periods of time for rendering the services.

- 5.2. Upon written authorization from Owner or its designee, Engineer shall proceed with the performance of the services called for herein.
- 5.3. If Owner or its designee has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably to be agreed upon by Owner or its designee and Engineer.

6. **PAYMENTS TO ENGINEER**

6.1. **Methods of Payment for Services and Expenses of Engineer.**

- 6.1.1. *For Basic Services.* Owner shall pay Engineer for Basic Services rendered a lump sum fee of \$820,000 for all Basic Services.
- 6.1.2. *For Additional Services.* Owner shall pay Engineer for Additional Services as required by Owner, rendered herein, Additional Services provided by Engineer shall have the prior written approval of Owner or its designee.

6.2. **Payments.**

- 6.2.1. If Owner or its designee fails to make any payment due Engineer for services and expenses within forty-five (45) days after receipt of Engineer's statement therefor, the amounts due Engineer will be increased at the rate of one and one-half (1½%) percent per month from said forty-fifth (45th) day, and in addition, Engineer may, after giving seven (7) days written notice to Owner or its designee, suspend services under this Agreement until Engineer has been paid in full all amounts due to services, expenses and charges, including all accrued by unpaid interest without Engineer incurring liability due to such suspension.
- 6.2.2. In the event of termination by Owner or its designee under paragraph 8.1, Engineer shall be compensated pursuant to a mutually agreed upon percentage of completion of the Project.

7. **CONSTRUCTION COST AND OPINIONS OF COST**

7.1. **Construction Cost.**

The construction cost of the entire Project (herein referred to as "Construction Cost") means the cost to Owner or its designee of those portions of the entire Project designed and specified by Engineer, but it will not include Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner or its designee pursuant to Paragraph 4.7.

7.2. **Opinions of Cost.**

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If, prior to the Bidding Phase, the Owner or its designee wishes greater assurance as to Project or Construction Costs, Owner or its designee shall employ an independent cost estimator.

8. **GENERAL CONSIDERATION**

8.1. **Termination.**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof.

8.2. **Force Majeure**

Should Services be delayed at any time during period of this Agreement due to changes ordered in the services by Owner or its designee, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Engineer's control, or by other causes which the Owner or its designee determines may justify the delay, then an extension for performance of this Agreement may be granted to Engineer by Owner or its designee.

8.3. **Reuse of Documents.**

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

8.4. **Insurance.**

Engineer shall maintain, to the extent reasonably available, the following insurance coverages during the performance of its Services under this Agreement:

Workers' Compensation & Employers' Liability	Statutory
General Liability Bodily Injury/Property Damage Combined (including contractual)	1,000,000/\$1,000,000
Automobile Liability Bodily Injury/Property Damage Combined	\$1,000,000/\$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000/\$1,000,000

Upon request, Engineer shall provide Owner or its designee with a certificate of insurance indicating that the above-described coverages are in effect.

8.5. **Controlling Law.**

8.5.1. This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced, pursuant to the laws of the State of Florida, and

ordinances or regulations of the County of Nassau. Venue for any litigation arising from this Agreement shall be in Nassau County, Florida.

8.5.2. Owner and Engineer hereby knowingly, voluntarily and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

8.6. **Subletting, Assignment and Transfer.**

Owner and Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assignees and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

9. **SPECIAL PROVISIONS and EXHIBITS.**

9.1. **Indemnification.**

9.1.1. Owner agrees that Engineer is not responsible for the Project Site (including the handling, clean-up or disposal of hazardous substances from the Project Site) and Owner agrees to indemnify and hold Engineer harmless from any and all liability, claims, damages or other expenses arising out of, resulting from, or otherwise connected with hazardous substances from the Project Site, except for Engineer's willful misconduct or gross negligence.

9.1.2. Owner acknowledges the sufficiency of Ten Dollars (\$10.00) to be credited against the first payment coming due to Engineer under this Agreement as specific consideration for the indemnification and hold harmless provisions set forth in this Agreement.

9.2. **Dispute Resolution.**

In the event that the Parties to this Agreement cannot agree to a resolution of a claim(s), dispute(s) or other matter(s) in question between them, arising out of or relating to this Agreement or breach thereof, then the Parties shall consent to mediation. Mediation shall be accomplished by a mediator from an approved list of the Florida Supreme Court and chosen by Owner. Mediation shall take place in Nassau County at a location chosen by Owner. Costs of mediation shall be the sole expense of the Engineer. If a claim, dispute or other matter cannot be settled through mediation, the parties may proceed to litigation and the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees which may be incurred on account of such dispute.

9.3. **Partial Invalidity.**

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4. **Notices.**

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be address to either party at the addressed as hereinbelow given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after

depositing such notice with reputable overnight courier services. Either party may designate in writing such other address as shall be given by written notice.

If to Owner:

Nassau County Public Works Department
2290 State Road 200
Fernandina Beach, Florida 32034
Attention: Jack J. D'Amato, Jr., PE, Director of Public Works

If to Engineer:

Reynolds, Smith and Hills, Inc.
4651 Salisbury Road, Suite 400
Jacksonville, Florida 32256
Attention: John McDowell, PE, Project Manager

9.5. No Partnership.

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Owner and Engineer and they are and shall remain independent contractors one as to the other.

9.6. Counterparts.

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one (1) Agreement binding upon all of the Parties hereto.

9.7. Entire Agreement.

This Agreement together with the Exhibits identified above constitute the entire agreement (consisting of pages 1 to 9, inclusive) between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

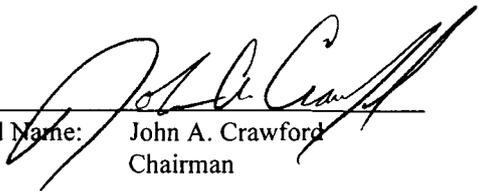
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

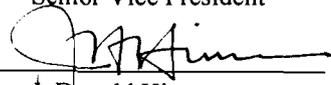
ENGINEER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

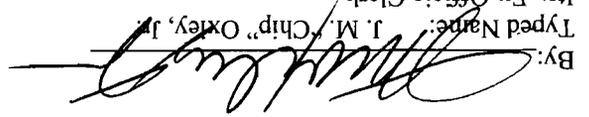
REYNOLDS, SMITH AND HILLS, INC.

By: 
Typed Name: John A. Crawford
Its: Chairman

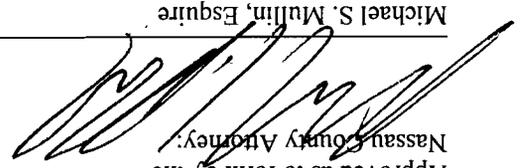
By: 
Typed Name: J. Ronald Ratliff
Its: Senior Vice President

By: 
Typed Name: J. Donald Hinson
Its: Vice President

Attest:

By: 
Typed Name: J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin, Esquire

Project Schedule

Page 9 of 9 pages

