

STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of April 10, 2000, between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, whose address is Post Office Box 1010, Fernandina Beach, FL 32035, ("Owner"), and **McCranie & Associates, Inc.**, whose address is 23 South 3<sup>rd</sup> Street, Fernandina Beach, Florida 32034, ("Engineer").

WHEREAS, Owner desires to obtain the professional engineering services with Engineer, as an independent contractor, for professional engineer services for land/site development relative to design and permitting and potential construction oversight for the development of the proposed 159+ acre judicial annex/government complex. The design will follow the master plan (Exhibit "A").

Owner and Engineer in consideration of their mutual covenants and provisions hereinafter set forth agree as follows:

1. **BASIC SERVICES OF ENGINEER.**

1.1 General

Engineer shall provide to 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 site/development services, permitting, stormwater management, estimating of costs and expenses, bidding procedures, and advice and furnishing customary civil engineering services incidental thereto and potential construction oversight.

2. **SCOPE OF WORK.**

2.1. Task One - Preliminary Engineering & Master Plan

At the direction of the Owner, Engineer will prepare the necessary preliminary engineering master plan.

During this phase of work, Engineer shall prepare the following:

- Master Plan - showing the master drainage, water sewer and traffic routing.
- Concurrency - apply for concurrency for the master plan, to be built in phases.
- Pre-construction meetings - meet with Nassau County, United Water, St. Johns River Water Management District and any other pertinent agency.
- Geotechnical Investigation - order a full geotechnical review of the site.
- Review of soils suitability with support from a geotechnical engineer employed by McCranie & Associates, Inc.

#### 2.2. Task Two - Final Engineering Design - Jail

At the direction of the Owner, Engineer will prepare the necessary engineering plans and details. During this phase of work, Engineer shall prepare the following:

- Prepare the roadway design, parking layout, water & sewer design, stormwater design and the location of the building footprints.
- Prepare all permit applications required for the design.

#### 2.3. Task Three - Preparation of Bid Documents - Jail

At the direction of the Owner, Engineer will prepare the necessary engineering estimates and specifications. During this phase of work, Engineer shall prepare the following:

- Full specification package.
- Engineers Estimate of Construction.

#### 2.4. Task Four - Limited Construction Administration.

At the direction of the Owner, Engineer will perform the following:

- Review and acceptance of all Shop Drawings

- Certifications of the water and sewer system.
- Be available for phone or (if required) site visits, in order to perform conflict resolution due to changing site conditions or unforeseen circumstances. This is limited to 10 hours per week during construction.
- Perform As-Builts, review and acceptance of As-Builts, submit CADD As-Builts to County.

2.5 Task Five - Final Engineering Design - Courthouse, EOC & Records Storage

At the direction of the Owner, Engineer will prepare the necessary engineering plans and details. During this phase of work, Engineer shall prepare the following:

- Prepare the roadway design, parking layout, water and sewer design, stormwater design and the location of the building footprints.
- Prepare all permit applications required for the design.

2.6 Task Six - Preparation of Bid Documents - Courthouse, EOC & Records Storage

At the direction of Owner, Engineer will prepare the necessary engineering estimates and specifications. During this phase of work, Engineer shall prepare the following:

- Full specifications package.
- Engineers Estimate of Construction.

2.7 Task Seven - Limited Construction Administration - Courthouse, EOC and Records Storage

At the direction of Owner, Engineer shall perform the following:

- Review and acceptance of all shop drawings.
- Certifications of the water and sewer system.
- Be available for phone or (if required) site visits, in order to perform conflict resolution due to changing site conditions or unforeseen

circumstances. This is limited to 10 hours per week during construction.

- Perform As-Builts, review and acceptance of As-Builts, submit CADD AS-Builts to Owner.

All submittals will be as required by the permitting agency. Engineer will make all county submittals on 24" x 36" sheets (six sets).

3. **STANDARD OF CARE**

- 3.1. Services performed by the Engineer will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial and physical constraints applicable to the services.
- 3.2. Engineer shall insure that it has sufficient qualified staff to perform the work required pursuant to this Agreement. Owner and Engineer shall agree to the staff requirements and set forth the agreement in writing as an addendum to this contract.
- 3.3. Engineer represents to Owner that it has expertise in the type of engineering services required for the project.

4. **ADDITIONAL SERVICES OF ENGINEER.**

- 4.1. 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, 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.
- 4.2. Any 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.

4.3 Additions to the Scope of Work

If agreed to in writing by the Owner and Engineer, Engineer shall provide Additional Services. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Owner in addition to payment for Basic Services, in accordance with the fee schedule below, and agreed to by the Owner and Engineer. Revisions or changes to work accomplished under this Agreement that are beyond our control are not included in the basic fees established hereunder and are, therefore, items of additional services, but are not applicable unless mutually agreed to by the parties.

Standard Hourly Rates:

Principal	\$95.00
Sr. Professional	80.00
Professional	65.00
Technical	45.00
Secretarial	35.00

\*Rates will remain in force through the end of the project, unless otherwise notified in writing.

5. **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 "B" (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 10.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

6. **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:

- 6.1. Owner designates Jack J. D'Amato, 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer and other consultants as Owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable times so as not to delay the services of Engineer.
- 6.6. 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.
- 6.7. 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.

6.8 Direct Engineer to provide, as required by Owner, Additional Services, as required.

7. **PERIODS OF SERVICE.**

7.1 The provisions of this Section 7 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 until the project is complete. Exhibit "B", entitled "Project Schedule", attached hereto and made a part hereof, sets forth the specific periods of time for rendering the services.

7.2 Upon written authorization from Owner or its designee, Engineer shall proceed with the performance of the services called for herein.

7.3 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.

8. **PAYMENTS TO ENGINEER.**

8.1. Methods of Payment for Services and Expenses of Engineer.

8.1.1. *Professional Fees.* The fees are outlined as follows:\*

Task 1 - Preliminary Engineering & Master Plan (Fixed Fee)	\$ 35,000
Task 2 - Final Engineering Design - Jail (Fixed Fee)	\$ 20,000
Task 3 - Preparation of Bid Documents - Jail (Fixed Fee)	\$ 5,000
Task 4 - Limited Construction Administration-Jail (Fixed Fee)	\$ 10,000
Task 5 - Final Engineering Design - Courthouse (Fixed Fee)	\$130,000
Task 6 - Preparation of Bid Documents-Courthouse (Fixed Fee)	\$ 7,000
Task 7 - Limited Construction Administration-Courthouse(Fixed fee)	\$ 15,000
Reproduction Expenses (fixed fee)	\$ 14,000
<b>TOTAL FEE</b>	<b>\$236,000</b>

\*Rates will remain in force until December 31, 2000, unless otherwise notified in writing.

8.2. Payments - Owner shall hold back a retainage equal to ten percent (10%) of each payment. Said retainage shall be paid upon satisfactory completion of the tasks pursuant to this Contract. Any dispute not resolved by the parties shall be addressed as set forth in Paragraph 10.2.

8.2.1. 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 therefore, the amounts due Engineer will be increased at the rate of one and one-half (1 ½%) percent per month from said forty fifth (45<sup>th</sup>) 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.

9. **GENERAL CONSIDERATION.**

9.1 Suspension or Termination of Services.

In the event of termination of this Agreement by Owner (not for cause), the Owner shall within fifteen (15) calendar days of termination pay Engineer for all services rendered and all reimbursable costs incurred by Engineer, up to the date of termination, in accordance with the payment provisions of this Agreement, and as agreed to by Owner and Engineer. This is the only recovery that the Engineer shall be entitled to. Upon termination, for any reason, Engineer shall deliver to Owner all original papers, records, documents, drawings, calculations, models, and other materials arising out of this Agreement.

The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving Engineer not less than thirty (30) calendar days written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than thirty (30) calendar days written notice for any of the following reasons:



- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
- In the event of termination for cause, the parties shall negotiate any fees and costs (if any), as set forth by the parties, up to the date of termination and if there is no agreement, then the provisions of Paragraph 10.2 shall be utilized.
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- Failure of Engineer to commence, provide, perform, or complete any of the services in a timely and diligent manner.

## 9.2 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.

## 9.3 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 for 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 attorney's fees arising out of or resulting therefrom.

9.4 Insurance.

Engineer shall maintain, with companies satisfactory to Owner, 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 & omissions)	\$2,000,000/\$2,000,000

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

9.4.1 All insurance policies shall include the following provisions and conditions by endorsement to the policies:

- a. The term "The Board of County Commissioners for Nassau County, Florida" shall include Nassau County, Florida, a political subdivision of the State of Florida, and

all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of either Nassau County, Florida, or the Board of County Commissioners for Nassau County, Florida.

- b. All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by Engineer to meet the requirements of this Agreement, shall name The Board of County Commissioners for Nassau County, Florida, as that name is defined in 8.4.1.(a), above, as an additional insured as to the operations of the Engineer under the Contract Documents and shall contain a severability of interests provisions.
- c. Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Engineer.
- d. All insurance coverages of the Engineer shall be primary to any insurance or self-insurance program carried by the Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Engineer shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

#### 9.5 Controlling Law.

- 9.5.1 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 mediation or litigation arising from this Agreement shall be in

Nassau County, Florida, unless mutually agreed by the parties.

9.6 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 or transfer its interest in this Agreement without the written consent of the other.

10. **SPECIAL PROVISIONS AND EXHIBITS.**

10.1 It is intended by the parties to this Agreement that Engineer's services in connection with the Project shall not subject Engineer's individual employees, officers, or director, to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against McCranie & Associates, Inc., a Florida corporation, and not against any of Engineer's individual employees, officers, or directors.

10.2 Dispute Resolution.

Any dispute arising under this contract, which is not disposed of by agreement shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly

erroneous as to necessarily imply bad faith or not supported by substantial evidence.

### 10.3 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.

### 10.4 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 addressed to either party at the address as herein below 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: Board of County Commissioners, Post Office Box 1010, Fernandina Beach, FL 32035.

If to Engineer: Daniel I. McCranie, Jr., McCranie & Associates, Inc., 23 South 3<sup>rd</sup> Street, Fernandina Beach, Florida 32034.

### 10.5 No Partnership.

Nothing contained in this Agreement 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.

10.6 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.

10.7 Entire Agreement.

This Agreement together with the Exhibits identified above constitutes the entire agreement (consisting of pages 1-15, 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.

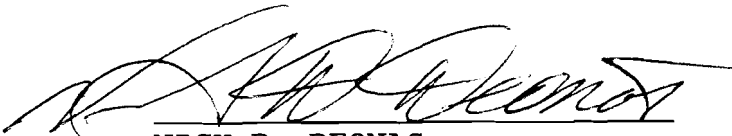
IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first above written.

OWNER

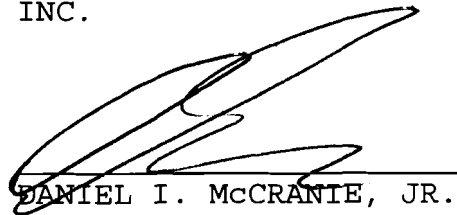
ENGINEER

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

MCCRANIE & ASSOCIATES,  
INC.




NICK D. DEONAS  
Its: Chairman



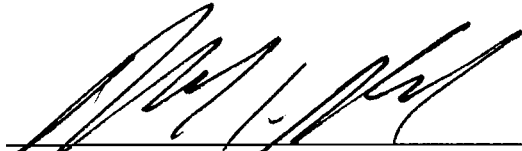
DANIEL I. MCCRANIE, JR.

Attest:



J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:

A handwritten signature in black ink, appearing to read 'Michael S. Mullin', is written over a horizontal line.

MICHAEL S. MULLIN

f:engineer-agmt

# Conceptual Master Plan for the Proposed Nassau County Judicial / Governmental Complex **FINAL CONCEPT MASTER PLAN**

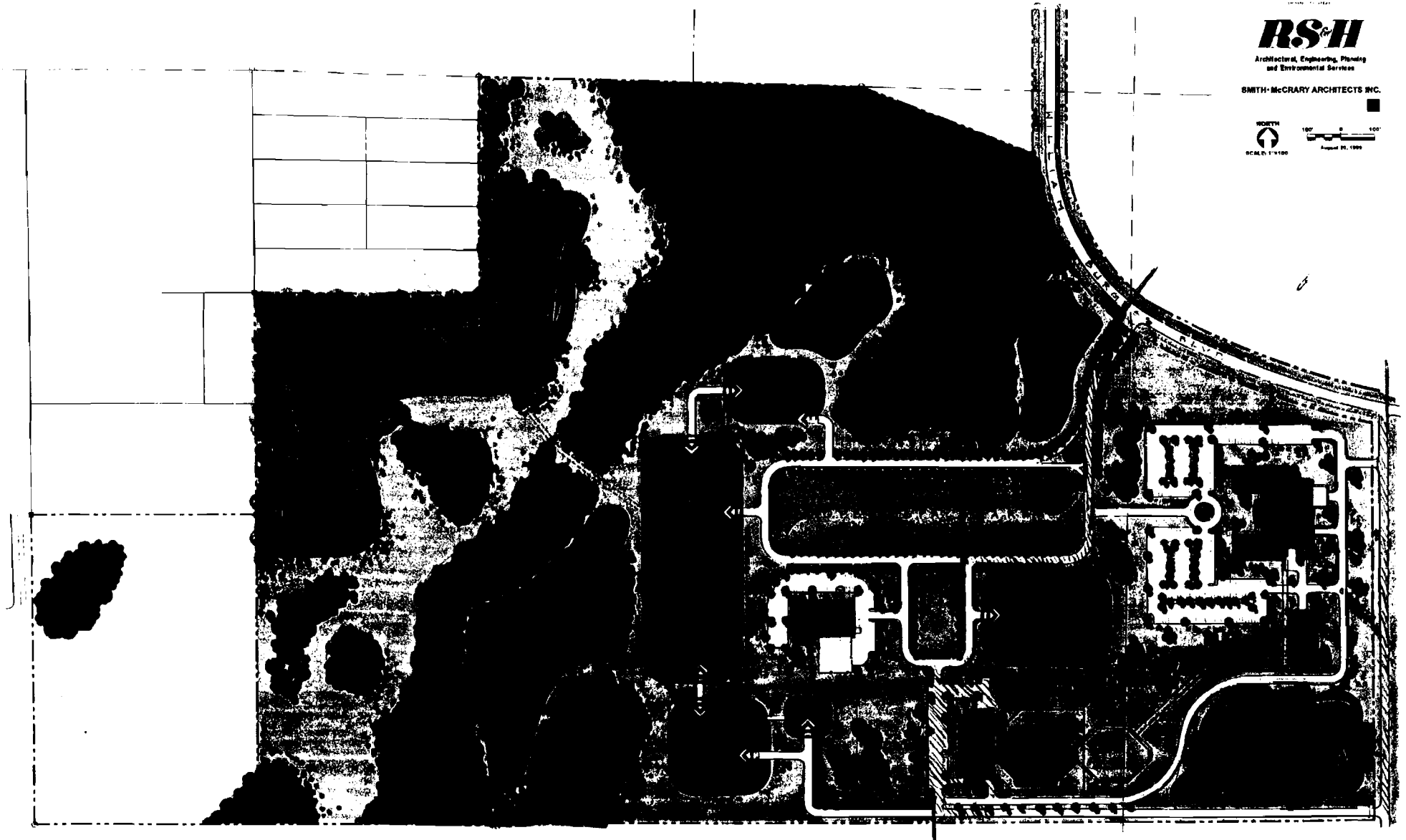


Soils, Condeelis & Partners, Inc.  
Architectural, Engineering, Planning  
and Environmental Services

**RSH**

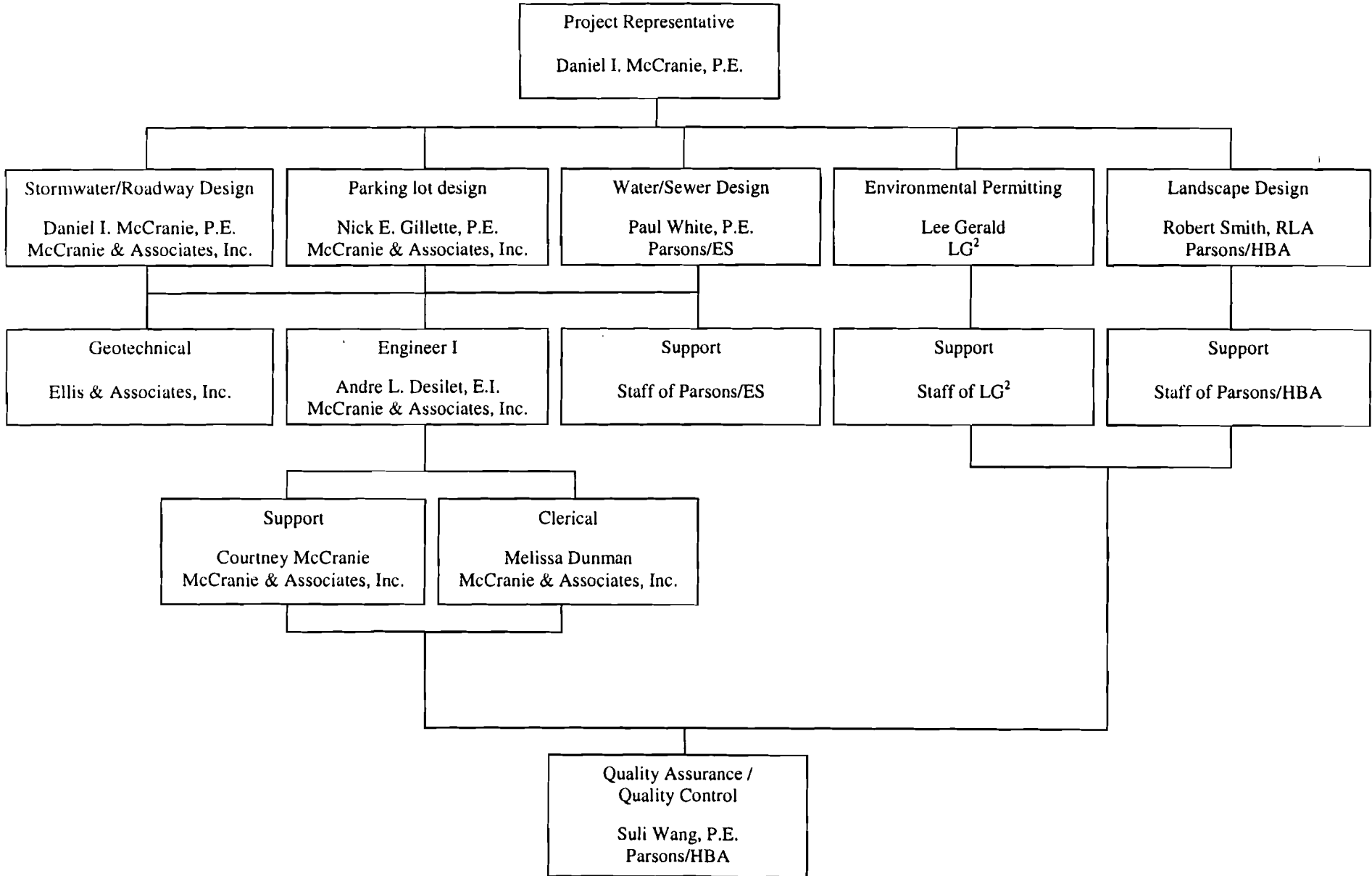
Architectural, Engineering, Planning  
and Environmental Services

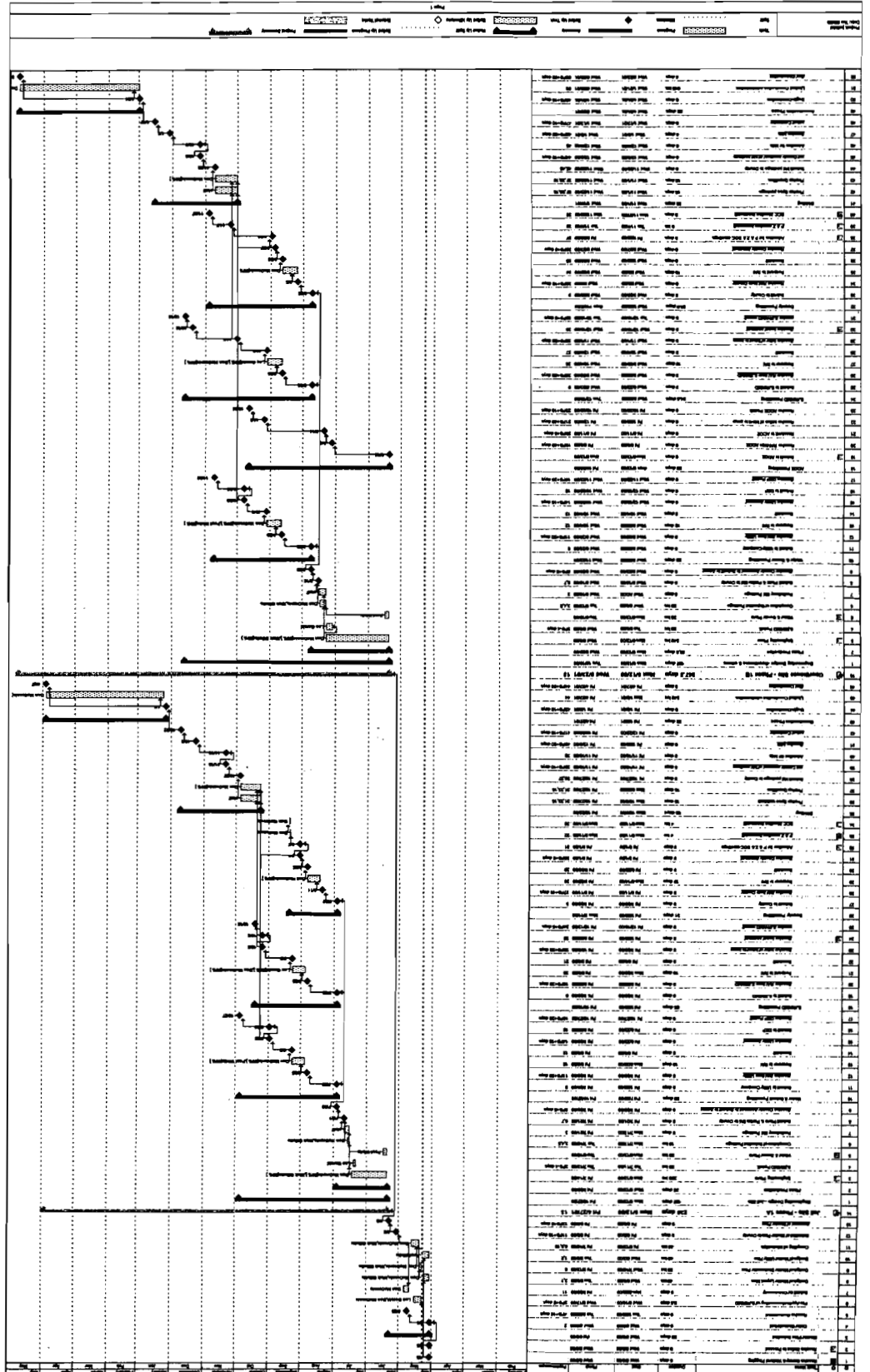
SMITH-McCRARY ARCHITECTS INC.





# Judicial Complex – Organizational Chart







McCranie & Associates, Inc.

Land Development • Roadway Design • Permitting

September 25, 2000

Jack D'Amato, P.E.  
Director of Public Works  
P.O. Box 1010  
Fernandina Bch., Florida 32035

Re: Nassau County Judicial Complex – Additional Services

Dear Jack:

Here is an explanation of Task 11 (Jail Pad Design).

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates. The site exploration is \$4,000 with the coordination and written specification package being \$800 for a total of \$4,800.

Here is an explanation of Task 12 (Sheriff & EOC Pad Design).

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform five 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates. The site exploration is \$4,000 with the coordination and written specification package being \$800 for a total of \$4,800.

*9/25/00  
Included at this  
time  
JOB*

Sincerely,

Daniel I. McCranie, P.E.  
President

D'Amato11.doc

23 SOUTH 3<sup>RD</sup> STREET • AMELIA ISLAND, FLORIDA 32034 PHONE: 904.261.8784 FAX: 904.261.9933

**APPROVED** *Task 11 only*

DATE 9/25/00 *JOB*



*McCranie & Associates, Inc.*  
*Land Development • Roadway Design • Permitting*

**Exhibit C**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

Task 12	Jail Pad Design
Task 13	Sheriff & EOC Pad Design

**SCOPE OF WORK:**

***Task 12 – Jail Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates.

***Task 13 – Sheriff & EOC Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform five 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets (six sets per submittal).

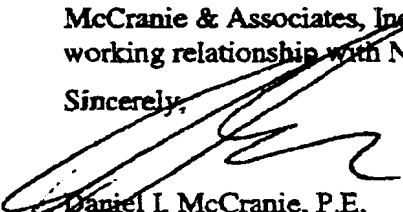
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 12	Jail Pad Design (fixed fee)	\$ 4,000
Task 13	Sheriff & EOC Pad Design (fixed fee)	\$ 4,000
	Reproduction & Coordination Expense (fixed fee)(\$800/task)	\$ 1,600
	<b>TOTAL FEE:</b>	<b>\$ 9,600</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,



Daniel L. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

light in Callahan stipulating that Nassau County's certified traffic signal technician will maintain all of the signals in Callahan and to include a proposal for the costs associated with the agreement.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to accept the staff's recommendation to submit a proposed list of Enhancement Program projects to the Florida Department of Transportation.

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to approve the following tasks in a proposal from McCranie & Associates, Inc. for additional services for the Nassau County Governmental/Judicial Complex:

Task 8 - Additional Engineering Design

Three sheets are to be designed in order to bring water, sewer and the roadway to the new Health Department site. McCranie & Associates, Inc. will design and permit these additional sheets with SJRWMD, ACOE, United Water, DEP and Nassau County.

Task 10 - Irrigation Design

An irrigation design for the entire Phase One incorporating future phases and utilizing the ponds as a source for irrigation. The plans would include all necessary details and specifications.



McCranie & Associates, Inc.  
Land Development • Roadway Design • Permitting

August 11, 2000

Jack D'Amato, P.E.  
Director of Public Works  
P.O. Box 1010  
Fernandina Bch., Florida 32035

Re: Nassau County Judicial Complex

Dear Jack:

Please find attached a proposal for additional services for the Nassau County Judicial Complex. The following is a description of the need for the services along with a description of the services offered:

1. Due to the moving of the Health Department after the approval of the Master Plan, three more sheets need to be designed in order to bring water, sewer and the roadway to the new Health Department site. McCranie & Associates, Inc. will design and permit these additional sheets with SJRWMD, ACOE, United Water, DEP and Nassau County.
2. Our Contract for Services includes landscaping only around the parking lots (for site permitting only). McCranie & Associates, Inc. would like to offer its services to complete this landscaping plan. This would include the entrance roadways, the traffic circle area, and the areas around all of the proposed buildings. This landscape design would complete the project and help create a unified look in the Judicial Complex.
3. Our Contract for Services does not include an irrigation plan. The irrigation plan is necessary in order to bid out the job and assure that the landscape areas receive the proper watering. McCranie & Associates, Inc. would like to offer its services to design the entire irrigation system. This design would incorporate using water from the retention ponds as irrigation, as well as being tied into the public water main as a backup source for water.

Sincerely,

Daniel I. McCranie, P.E.  
President

D'Amato08.doc

**APPROVED** 21 SOUTH 13<sup>TH</sup> STREET • AMELIA ISLAND, FLORIDA 32034 PHONE: 904.261.8784 FAX: 904.261.9933  
Tasks # 8 & # 10

DATE 9/18/00 JHB



M c C r a n i e & A s s o c i a t e s , I n c .  
Land Development • Roadway Design • Permitting

Exhibit A

SCOPE OF SERVICES

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCra-  
nie & Associates, Inc. will provide listed below:

- Task 8 Additional Engineering Design
- Task 9 Additional Landscape Design
- Task 10 Irrigation Design

SCOPE OF WORK:

*Task 8 – Additional Engineering Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary engineering  
plans. During this task, we shall prepare the following:

- Three sheets are to be designed in order to bring water, sewer and the roadway to the new  
Health Department site. McCranie & Associates, Inc. will design and permit these additional  
sheets with SJRWMD, ACOE, United Water, DEP and Nassau County.

*Task 9 – Additional Landscape Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary landscape  
plans and details. During this task, we shall prepare the following:

- A Landscape layout would be designed for the entrance, all streets, parking access, frontage  
along William Burgess Blvd., the area between the Courthouse and the Jail (including  
berms), and around all buildings (foundation planting). This landscape design would com-  
plete the project and help create a unified look in the Judicial Complex.

*Task 10 – Irrigation Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary irrigation  
plans and details. During this task, we shall prepare the following:

- An irrigation design for the entire Phase One incorporating future phases and utilizing the  
ponds as a source for irrigation. The plans would include all necessary details and specifica-  
tions.



All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets (six sets per submittal).

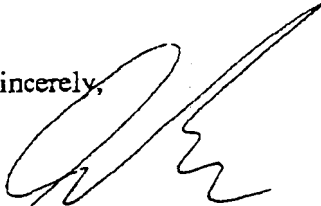
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 8	Additional Engineering Design (fixed fee)	\$ 5,000
Task 9	Additional Landscape Design (fixed fee)	\$ 25,530
Task 10	Irrigation Design (fixed fee)	\$ 5,000
	Reproduction Expense (fixed fee)	\$ 3,000
	<b>TOTAL FEE:</b>	<b>\$ 38,530</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,



Daniel L. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



September 25, 2000

Jack D'Amato, P.E.  
Director of Public Works  
P.O. Box 1010  
Fernandina Bch., Florida 32035

Re: Nassau County Judicial Complex – Additional Services

Dear Jack:

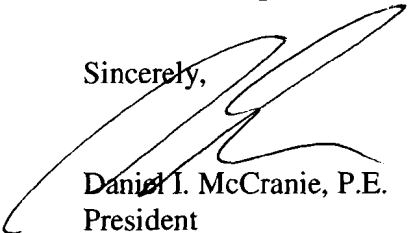
Here is an explanation of Task 12 (Jail Pad Design).

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates. The site exploration is \$4,000 with the coordination and written specification package being \$800 for a total of \$4,800.

Here is an explanation of Task 13 (Sheriff & EOC Pad Design).

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform five 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates. The site exploration is \$4,000 with the coordination and written specification package being \$800 for a total of \$4,800.

Sincerely,



Daniel I. McCranie, P.E.  
President

D'Amato11.doc



**Exhibit C**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

- |         |                          |
|---------|--------------------------|
| Task 12 | Jail Pad Design          |
| Task 13 | Sheriff & EOC Pad Design |

**SCOPE OF WORK:**

***Task 12 – Jail Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates.

***Task 13 – Sheriff & EOC Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform five 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Rutherford & Associates.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets (six sets per submittal).

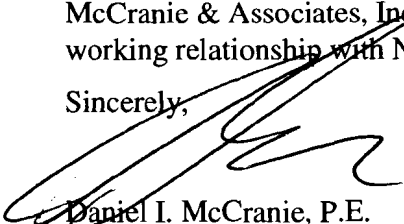
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 12	Jail Pad Design (fixed fee)	\$ 4,000
Task 13	Sheriff & EOC Pad Design (fixed fee)	\$ 4,000
	Reproduction & Coordination Expense (fixed fee)(\$800/task)	\$ 1,600
	<b>TOTAL FEE:</b>	<b>\$ 9,600</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,



Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to approve the following addition to the contract with McCranie & Associates, Inc. for the Nassau County Judicial Complex in the amount of \$4,800:

Task 11 (Jail Pad Design)

Geotechnical Exploration McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15-foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Clemons, Ruthford & Associates. The site exploration is \$4,000 with the coordination and written specification package being \$800 for a total of \$4,800 to accommodate the jail administration building and the jail pods.



*McCranie & Associates, Inc.*  
Land Development • Roadway Design • Permitting

September 12, 2000

Jack D'Amato, P.E.  
Director of Public Works  
P.O. Box 1010  
Fernandina Bch., Florida 32035

Re: Nassau County Judicial Complex

Dear Jack:

Please find attached a proposal for additional services for the Nassau County Judicial Complex. The following is a description of the need for the services along with a description of the services offered:

1. Due to Nassau County requirements, a lighting plan is required for site plan approval. The lighting plan was not in our original scope of services. The proposal would include a lighting plan for the entrance roadway, the other roadways and all of the proposed parking lots. This plan would be coordinated with the landscape design for the optimum aesthetic impact.

Sincerely,



Daniel L. McCranie, P.E.  
President

D'Amato08.doc



Exhibit B

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCra-  
nie & Associates, Inc. will provide listed below:

Task 11      Lighting Plan

**SCOPE OF WORK:**

*Task 11 - Lighting Plan*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary lighting  
plans. During this task, we shall prepare the following:

- All entrance and circulation roadway lighting plans, as well as all proposed parking lot  
lighting plans. McCranie & Associates, Inc. will also provide a full specification package for  
the design.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will  
make all county submittals on 24" x 36" sheets (six sets per submittal).

**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 11	Lighting Plans (fixed fee)	\$ 14,000
	Reproduction Expense (fixed fee)	\$ 2,000
	<b>TOTAL FEE:</b>	<b>\$ 16,000</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good  
working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,

Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

It was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to authorize the Director of Public Works to sign the amendment for additional services for McCranie and Associates for designing the lighting plan for Phase 1A and 1B.

The Board reviewed an amendment to the contract with McCranie and Associates to increase the scope of service to include additional engineering design, additional landscape design and irrigation design for the judicial complex. Following some discussion the Board requested Mr. D'Amato seek an amendment from McCranie and Associates to address a minimal plan for the jail only. He noted that landscaping is part of the Site Plan Review approval process and may cause a slight delay in presenting Phase 1B to the Board for approval.



=====

Upon the request and recommendation of the Public Works Director, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to approve the following tasks in a proposal from McCranie & Associates, Inc. for additional services for the Nassau County Governmental/Judicial Complex:

Task 8 Additional Engineering Design

Three sheets are to be designed in order to bring water, sewer and the roadway to the new Health Department site. McCranie & Associates, Inc. will design and permit these additional sheets with SJRWMD, ACOE, United Water, DEP and Nassau County.

Task 10 Irrigation Design

An irrigation design for the entire Phase One incorporating future phases and utilizing the ponds as a source for irrigation. The plans would include all necessary details and specifications.

The Board reviewed an amendment to the contract with McCranie and Associates to increase the scope of service to include additional engineering design, additional landscape design and irrigation design for the judicial complex. Following some discussion the Board requested Mr. D'Amato seek an amendment from McCranie and Associates to address a minimal plan for the jail only. He noted that landscaping is part of the Site Plan Review approval process and may cause a slight delay in presenting Phase 1B to the Board for approval.



September 18, 2000

Jack D'Amato, P.E.  
Director of Public Works  
P.O. Box 1010  
Fernandina Bch., Florida 32035

Re: Nassau County Judicial Complex – Additional Services

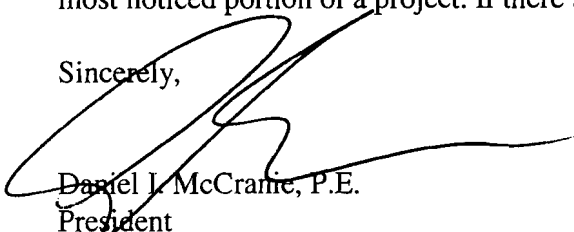
Dear Jack:

Here is a further explanation of Task 9 (Landscape Design).

- Roadway Landscape – This includes the entrance, the Traffic Circle and all of the roadways in Phase 1 A&B. (\$13,800)
- Jail Foundation Landscape – This includes the landscape design around the Jail Administration Building. It includes coordination with the Architect. The landscaping will be designed such that there are no "hiding places" around the Jail Cells. (\$2,300)
- Sheriff/EOC Foundation Landscape – This includes the landscape design around the Sheriff and EOC Buildings. It includes coordination with the Architect. (\$2,875)
- Courthouse Foundation Landscape – This includes the landscape design around the Courthouse as well as the buffer/berm area between the Courthouse and the Jail Cells. It includes coordination with the Architect. (\$4,600)
- Irrigation Coordination – This is required in order for the irrigation system to be designed. (\$1,955)

All of these services will be performed by a professional landscape architect and will be signed and sealed. All of the services in Task 9 add up to \$25,530. For the amount of work to be done, as well as the importance of the project, we strongly recommend approval of this request for additional services. It would be a shame to spend millions of dollars on a project and not have the landscaping for the entire project coordinated. The landscaping is one of the most noticed portion of a project. If there are any questions, please call.

Sincerely,



Daniel J. McCranie, P.E.  
President

D'Amato10.doc

Upon the request and recommendation of the County Attorney, it was moved by Commissioner Howard, seconded by Commissioner Cooper, and unanimously carried to approve the correction of the previously approved task identification for the Judicial Complex Jail Pad Design from Task 11 and Task 12 to Task 12 and Task 13 submitted by McCranie & Associates, Inc.



Exhibit G

SCOPE OF SERVICES

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

- |         |  |
|---------|--|
| Task 32 | Courthouse Pad Design                      |
| Task 33 | Sewer Connection Design                    |
| Task 34 | Roof Drain Design                          |
| Task 35 | Wetland Mitigation Drawings                |
| Task 36 | Wetland Mitigation Construction Management |

SCOPE OF WORK:

*Task 32 – Courthouse Pad Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Spillis Candela DMJM. Additional muck probes will be taken in order to assist the wetland mitigation design. These probes will indicate the amount of unsuitables to be removed.

*Task 33 – Sewer Connection Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the sewer stub-outs. During this task, we shall prepare the following:

- Engineering plan showing detailed connection of sewer from the stub-outs to the main sewer line. The existing main line must be modified in order to allow for this connection. The shop drawings for the manholes will be modified as well.

*Task 34 – Roof Drain Design*

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the downspouts. During this task, we shall prepare the following:

- Engineering drawings showing the detailed connection of the downspouts to an underground piping system. This system will either connect to the storm system or directly into the pond.

*Approved*  
*11/7/01*

**received**  
11-7-01

Drainage calculations are required for the sizing of the underground system.

***Task 35 – Wetland Mitigation Drawings***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings and specifications. During this task, we shall prepare the following:

- Engineering drawings showing cross-sections as well as plan views of the areas where wetlands are to be created as well as the areas in which wetland soils will be removed and transported. The plan will also include a recommended phasing of this construction.

***Task 36 – Wetland Mitigation Construction Management***

- McCranie & Associates, Inc. will assist the environmental scientist in the oversight of the project. We shall visit the site weekly during the wetland creation and be available for questions regarding pay item amounts as well as coordination.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets where required.

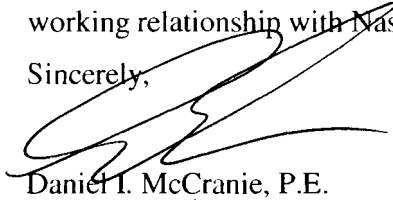
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 32	Courthouse Pad Design (fixed fee)	\$ 5,500
Task 33	Sewer Connection Design (fixed fee)	\$ 1,410
Task 34	Roof Drain Design (fixed fee)	\$ 1,530
Task 35	Wetland Mitigation Drawings (fixed fee)	\$ 1,510
Task 36	Wetland Mitigation Construction Management (fixed fee)	\$ 3,800
	Reproduction Expense (fixed fee)(tasks 32 - 35)	\$ 1,750
	<b>TOTAL FEE:</b>	<b>\$ 15,500</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

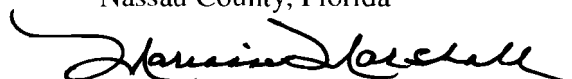
Sincerely,



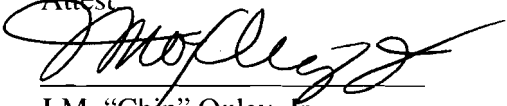
Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Owner:  
Board of County Commissioners  
Nassau County, Florida

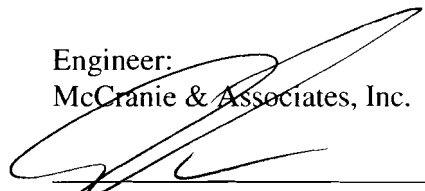
  
Marianne Marshall, Chairman

Attest:

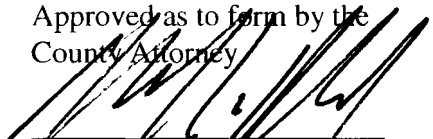


J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Engineer:  
McCranie & Associates, Inc.

  
Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney

  
Michael S. Mullin, Esquire

determine whether an addendum to the existing contract with LG<sup>2</sup> Environmental Solutions or a new contract would be required and bring back this item on November 19, 2001 for further discussion.

10:00 It was moved by Commissioner Howard, seconded by Commissioner Deonas and unanimously carried to approve a proposal from McCranie and Associates for Tasks 32 through 36 in the amount of \$15,500 to perform additional engineering services at the judicial complex.

10:04 Discussion turned to the status of the proposed North End Nature Center and Marine Park. Mr. D'Amato reported Pittman, Hartenstein & Associates anticipates obtaining all permits and County approvals prior to the end of the year. In addition, he noted bids have been requested for removal of the dredge. The group identified several options to consider funding the project, but deferred discussion of a funding source and estimated costs until November 19, 2001. Mr. Gossett noted a report on the projected revenues and current status of the budget will be made on November 19, 2001 as well.

10:15 Mr. Bill Taylor, the County's concurrency Coordinator, reviewed the FDOT's six year transportation plan for the County for fiscal years 2001 through 2006.





**Nassau County Public Works**  
 213 Nassau Place  
 Yulee, FL 32097

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

**MEMORANDUM**

**TO :** Marianne Marshall, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director *[Signature]*

**DATE :** November 6, 2001

**SUBJECT :** Judicial Complex – Additional Engineering Services

**Background:**

Staff has received a proposal from McCranie & Associates, Inc. to perform additional services for the above referenced project. The additional services are as follows:

Task 32	Courthouse Pad Design	\$5,500.00
Task 33	Sewer Construction Design (Jail)	1,410.00
Task 34	Roof Drain Design (Jail)	1,530.00
Task 35	Wetland Mitigation Drawings	1,510.00
Task 36	Wetland Mitigation Construction Mgmt.	3,800.00
	Reproduction Expense (Tasks 32-35)	1,750.00
	<b>Total</b>	<b>\$15,500.00</b>

Attached is a copy of the proposal from McCranie & Associates, Inc. further describing each Task.

**Recommendation:**

Staff recommends that the Board of County Commissioners approve McCranie & Associates proposal in the amount of \$15,500.00 to perform the necessary additional services for the above referenced project.

*11/7/01 et.  
 no original letter  
 see copy of DS*  
**FERNANDINA**  
 (904) 491-3606  
 FAX (904) 491-3611

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

**ROAD & BRIDGE**  
 (904) 491-3626 or (904) 845-3610  
 FAX (904) 845-1230



**Exhibit G**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

- |         |  |
|---------|--|
| Task 32 | Courthouse Pad Design                      |
| Task 33 | Sewer Connection Design                    |
| Task 34 | Roof Drain Design                          |
| Task 35 | Wetland Mitigation Drawings                |
| Task 36 | Wetland Mitigation Construction Management |

**SCOPE OF WORK:**

***Task 32 – Courthouse Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Spillis Candela DMJM. Additional muck probes will be taken in order to assist the wetland mitigation design. These probes will indicate the amount of unsuitables to be removed.

***Task 33 – Sewer Connection Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the sewer stub-outs. During this task, we shall prepare the following:

- Engineering plan showing detailed connection of sewer from the stub-outs to the main sewer line. The existing main line must be modified in order to allow for this connection. The shop drawings for the manholes will be modified as well.

***Task 34 – Roof Drain Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the downspouts. During this task, we shall prepare the following:

- Engineering drawings showing the detailed connection of the downspouts to an underground piping system. This system will either connect to the storm system or directly into the pond.

Drainage calculations are required for the sizing of the underground system.

**Task 35 – Wetland Mitigation Drawings**

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings and specifications. During this task, we shall prepare the following:

- Engineering drawings showing cross-sections as well as plan views of the areas where wetlands are to be created as well as the areas in which wetland soils will be removed and transported. The plan will also include a recommended phasing of this construction.

**Task 36 – Wetland Mitigation Construction Management**

- McCranie & Associates, Inc. will assist the environmental scientist in the oversight of the project. We shall visit the site weekly during the wetland creation and be available for questions regarding pay item amounts as well as coordination.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets where required.

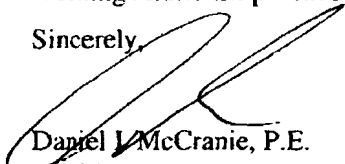
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 32	Courthouse Pad Design (fixed fee)	\$ 5,500
Task 33	Sewer Connection Design (fixed fee)	\$ 1,410
Task 34	Roof Drain Design (fixed fee)	\$ 1,530
Task 35	Wetland Mitigation Drawings (fixed fee)	\$ 1,510
Task 36	Wetland Mitigation Construction Management (fixed fee)	\$ 3,800
	Reproduction Expense (fixed fee)(tasks 32 - 35)	\$ 1,750
	<b>TOTAL FEE:</b>	<b>\$ 15,500</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

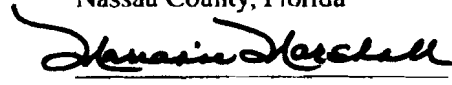
Sincerely,



Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

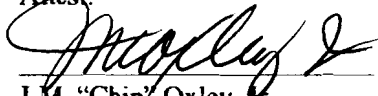
**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Owner:  
Board of County Commissioners  
Nassau County, Florida



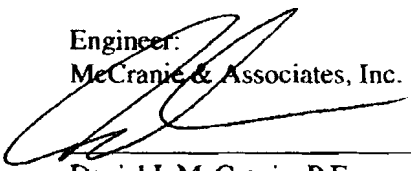
Marianne Marshall, Chairman

Attest:



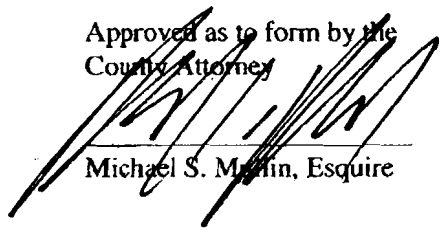
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Engineer:  
McCranie & Associates, Inc.



Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney



Michael S. Mahin, Esquire



**Exhibit G**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

Task 32	Courthouse Pad Design
Task 33	Sewer Connection Design
Task 34	Roof Drain Design
Task 35	Wetland Mitigation Drawings
Task 36	Wetland Mitigation Construction Management

**SCOPE OF WORK:**

***Task 32 – Courthouse Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Spillis Candela DMJM. Additional muck probes will be taken in order to assist the wetland mitigation design. These probes will indicate the amount of unsuitables to be removed.

***Task 33 – Sewer Connection Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the sewer stub-outs. During this task, we shall prepare the following:

- Engineering plan showing detailed connection of sewer from the stub-outs to the main sewer line. The existing main line must be modified in order to allow for this connection. The shop drawings for the manholes will be modified as well.

***Task 34 – Roof Drain Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the downspouts. During this task, we shall prepare the following:

- Engineering drawings showing the detailed connection of the downspouts to an underground piping system. This system will either connect to the storm system or directly into the pond.

Drainage calculations are required for the sizing of the underground system.

***Task 35 – Wetland Mitigation Drawings***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings and specifications. During this task, we shall prepare the following:

- Engineering drawings showing cross-sections as well as plan views of the areas where wetlands are to be created as well as the areas in which wetland soils will be removed and transported. The plan will also include a recommended phasing of this construction.

***Task 36 – Wetland Mitigation Construction Management***

- McCranie & Associates, Inc. will assist the environmental scientist in the oversight of the project. We shall visit the site weekly during the wetland creation and be available for questions regarding pay item amounts as well as coordination.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets where required.

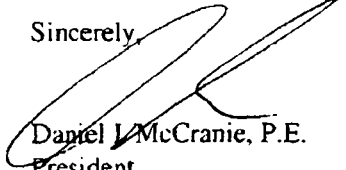
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 32	Courthouse Pad Design (fixed fee)	\$ 5,500
Task 33	Sewer Connection Design (fixed fee)	\$ 1,410
Task 34	Roof Drain Design (fixed fee)	\$ 1,530
Task 35	Wetland Mitigation Drawings (fixed fee)	\$ 1,510
Task 36	Wetland Mitigation Construction Management (fixed fee)	\$ 3,800
	Reproduction Expense (fixed fee)(tasks 32 - 35)	\$ 1,750
	<b>TOTAL FEE:</b>	<b>\$ 15,500</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

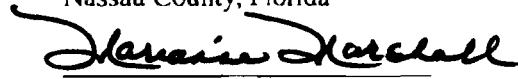
Sincerely,



Daniel J. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Owner:  
Board of County Commissioners  
Nassau County, Florida



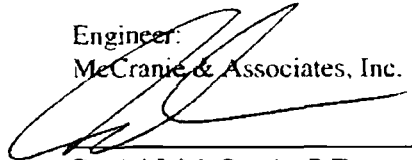
Marianne Marshall, Chairman

Attest:



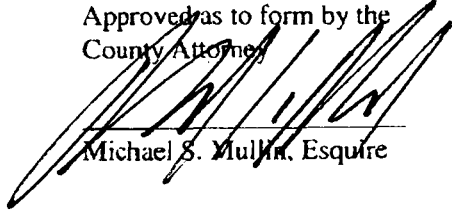
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Engineer:  
McCranie & Associates, Inc.



Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney



Michael S. Mullin, Esquire



**Exhibit G**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. will provide listed below:

Task 32	Courthouse Pad Design
Task 33	Sewer Connection Design
Task 34	Roof Drain Design
Task 35	Wetland Mitigation Drawings
Task 36	Wetland Mitigation Construction Management

**SCOPE OF WORK:**

***Task 32 – Courthouse Pad Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary pad specifications. During this task, we shall prepare the following:

- Geotechnical Exploration – McCranie & Associates, Inc. will employ a professional geotechnical firm to perform four 15 foot borings. The geotechnical engineer will then submit the boring profile and their recommendations on the building pad design. McCranie & Associates, Inc. will coordinate this effort as well as obtain the building specifications from Spillis Candela DMJM. Additional muck probes will be taken in order to assist the wetland mitigation design. These probes will indicate the amount of unsuitables to be removed.

***Task 33 – Sewer Connection Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the sewer stub-outs. During this task, we shall prepare the following:

- Engineering plan showing detailed connection of sewer from the stub-outs to the main sewer line. The existing main line must be modified in order to allow for this connection. The shop drawings for the manholes will be modified as well.

***Task 34 – Roof Drain Design***

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings required for the manifolding of the downspouts. During this task, we shall prepare the following:

- Engineering drawings showing the detailed connection of the downspouts to an underground piping system. This system will either connect to the storm system or directly into the pond.



111 3-01; 3123AM; McCranie & Associates, Inc. # 27 3  
19042519933

Drainage calculations are required for the sizing of the underground system.

**Task 35 – Wetland Mitigation Drawings**

At the direction of the client, McCranie & Associates, Inc. will prepare the necessary drawings and specifications. During this task, we shall prepare the following:

- Engineering drawings showing cross-sections as well as plan views of the areas where wetlands are to be created as well as the areas in which wetland soils will be removed and transported. The plan will also include a recommended phasing of this construction.

**Task 36 – Wetland Mitigation Construction Management**

- McCranie & Associates, Inc. will assist the environmental scientist in the oversight of the project. We shall visit the site weekly during the wetland creation and be available for questions regarding pay item amounts as well as coordination.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets where required.

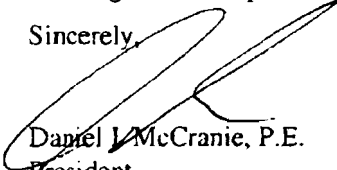
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 32	Courthouse Pad Design (fixed fee)	\$ 5,500
Task 33	Sewer Connection Design (fixed fee)	\$ 1,410
Task 34	Roof Drain Design (fixed fee)	\$ 1,530
Task 35	Wetland Mitigation Drawings (fixed fee)	\$ 1,510
Task 36	Wetland Mitigation Construction Management (fixed fee)	\$ 3,800
	Reproduction Expense (fixed fee)(tasks 32 - 35)	\$ 1,750
	<b>TOTAL FEE:</b>	<b>\$ 15,500</b>

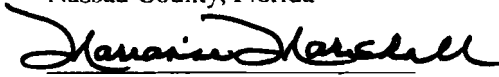
McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,

  
Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

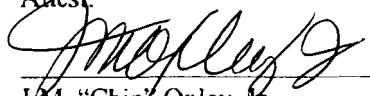
**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Owner:  
Board of County Commissioners  
Nassau County, Florida



Marianne Marshall, Chairman

Guest:

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

Engineer:  
McCranie & Associates, Inc.

  
Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney

  
Michael S. Mullin, Esquire



**Exhibit H**

**SCOPE OF SERVICES**

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services McCranie & Associates, Inc. along with the subconsultant *LG<sup>2</sup>Environmental Solutions, Inc* will provide listed below:

Task 37	Coordination with Project Engineer-Constr. Drawings and Documents
Task 38	Coordinate with Excavation Contractor & Nurseries: Pre-bid and Post-bid
Task 39	Daily Monitoring & Hydrological Monitoring
Task 40	Agency Approval of Site Construction and Earthwork
Task 41	Conservation Easement
Task 42	Semi-Annual Monitoring of Wetland Creation Site & Enhancement Areas

**SCOPE OF WORK:**

***Task 37 – Coordination with Project Engineer-Construction Drawings and Documents***

- LG2Environmental Solutions, Inc. (LG2ES) will coordinate with project engineers to provide information and support to create the appropriate drawings and documents for construction amount of unsuitables to be removed.

***Task 38 – Coordinate with Excavation Contractor & Nurseries: Pre-bid and Post-bid***

- LG2ES will coordinate with excavation contractor on specifications and SJRMWD and CE permit conditions prior to construction commencement.
- LG2ES will assist in solicitation for bids from qualified nurseries to obtain plants and installation services. LG2ES will assist in ranking the bids for recommended selection. LG2ES will coordinate with selected nursery to discuss specifications and permit conditions and scheduling.

***Task 39 – Daily Monitoring & Hydrological Monitoring***

- LG2ES will visit the wetland creation site for a duration of at least one hour each day of construction to monitor the construction operation. LG2ES will visually inspect the work and discuss the work with the site construction manager. This task includes monitoring of plant installation. Should input be required from the project engineer, the engineer will be contacted and asked to visit the construction site for consultation. Additional time for engineering consultation will be billed on a Time and Materials Basis.

*Approved 11/19/01 ct*

- Following completion of earthwork and prior to planting, LG<sup>2</sup>ES will monitor the site hydrology for a period of 2 to 4 months to assure appropriate hydrological functions. An automated piezometer and staff gauge will be installed, one in the creation area and one in the reference wetland. The elevations of both piezometers and staff gauges will be measured relative to a local benchmark. A site visit will be conducted once per month to collect recorded data and visually inspect the site.

***Task 40 – Agency Approval of Site Construction and Earthwork***

- Prior to site planting, a report with hydrological data will be presented to SJRWMD and CE to request approval of the wetland creation and enhancement effort. This cost does include two site visits if requested. Should additional work or modification be required, the additional work and monitoring will be conducted on a Time and Materials Basis or a proposal/contract addendum will be negotiated.
- LG<sup>2</sup>ES will maintain and submit all forms and reports required in the SJRWMD ERP permit and CE permit.

***Task 41 – Conservation Easement***

- Coastal Land Surveyors, with the direction of LG<sup>2</sup>ES and McCranie & Associates, Inc. will coordinate with Nassau County to record the conservation easement as per the permit conditions and the mitigation plan.

***Task 42 - Semi-Annual Monitoring of Wetland Creation Site and Enhancement Areas.***

- Pursuant to permit conditions, the wetland creation site and the wetland enhancement sites are to be monitored as directed in the monitoring and maintenance plan. The monitoring events will occur in the spring and late fall of each year for 5 years. Each monitoring event will include determination of mortality and measurements of plant growth in established transects. Hydrology data will be downloaded and photographs will be taken at established photograph stations. Data will be recorded regarding evidence of wildlife usage. A monitoring report and forms will be submitted to SJRWMD and CE as dictated in the permit conditions.

All submittals will be as required by the permitting agencies. McCranie & Associates, Inc. will make all county submittals on 24" x 36" sheets where required.

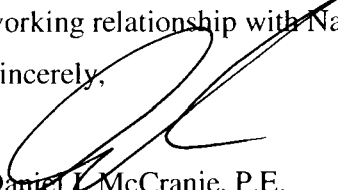
**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 37	Coordination with Project Engineer-Constr. Drawings and Documents (fixed fee)	\$ 500
Task 38	Coordinate with Excavation Contractor & Nurseries: Pre-bid and Post-bid (fixed fee)	\$ 1,400
Task 39	Daily Monitoring & Hydrological Monitoring (fixed fee)	\$ 14,900
Task 40	Agency Approval of Site Construction and Earthwork (fixed fee)	\$ 1,200
Task 41	Conservation Easement (fixed fee)	\$ 3,000
Task 42	Semi-Annual Monitoring of Wetland Creation Site & Enhancement Areas (fixed fee)(2 events per year, 5 years, \$1,500 per event)	\$ 15,000
	Reproduction Expense (fixed fee)(tasks 37 - 41)	\$ 1,500
	<b>TOTAL FEE:</b>	<b>\$ 37,500</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

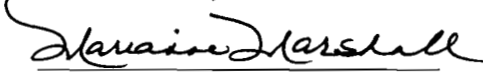
Sincerely,



Daniel L. McCranie, P.E.  
President  
McCranie & Associates, Inc.

**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

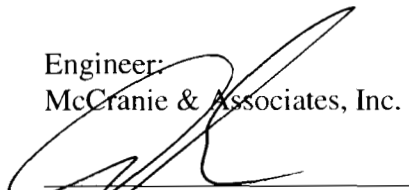
Owner:  
Board of County Commissioners  
Nassau County, Florida

  
Marianne Marshall, Chairman

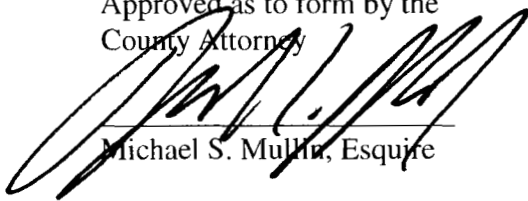
Attest:

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

Engineer:  
McCranie & Associates, Inc.

  
Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney

  
Michael S. Mullin, Esquire




**Nassau County Public Works**  
213 Nassau Place  
Yulee, FL 32097

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

**MEMORANDUM**

**TO :** Marianne Marshall, Chairman

**FROM :** Jack J. D'Amato, P.E., Public Works Director 

**DATE :** November 13, 2001

**SUBJECT :** Judicial Complex – Wetland Mitigation

---

**Background:**

Staff has received a proposal from McCranie & Associates, Inc. for the wetland mitigation / creation and associated Conservation Easement required by the Army Corps of Engineers and the St. Johns River Water Management District for the above referenced project in the amount of \$37,500.00. This proposal is for all work necessary to comply with said permits including the 5 year monitoring as required by the two agencies.

**Recommendation:**

Staff recommends that the Board of County Commissioners approve McCranie & Associates, Inc.'s proposal in the amount of \$37,500.00 to perform the necessary wetland mitigation / creation and associated Conservation Easement required by permitting agencies and authorize the Chairman to execute said agreement from McCranie & Associates, Inc.

**Agenda Request For:** November 19, 2001

**Department:** Public Works - Engineering

**Fund:** 365 Capital Projects – County Complex

**Action Requested and Recommended:**

Staff requests and recommends that the Board of County Commissioners approve McCranie & Associates, Inc. Request For Additional Services to perform the necessary wetland mitigation/creation and associated Conservation Easement for the Nassau County Judicial Complex in the amount of \$37,500.00.

**Funding Source:** 65189519-563716

**Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:** There could possibly be potential impact on future Capital Projects.

**Is this action consistent with the Nassau County Comprehensive Land Use Plan?**  
Yes

**Reviewed By:**

**Legal:**

**Finance:**

**Coordinator:**

2001 NOV 19 11 59 AM



Council funds. Mr. Ralph Page, a local resident, expressed his concerns for expediting this project in a timely manner.

10:23 It was moved by Commissioner Deonas, seconded by Commissioner Vanzant and unanimously carried to approve additional services from McCranie and Associates for wetland mitigation/creation and associated conservation easement at the judicial complex, Tasks 37 thru 42 in the amount of \$37,500.

10:25 As recommended by Staff, it was moved by Commissioner Howard and seconded by Commissioner Vanzant, in lieu of actions taken at the Board's Capital Projects meeting held October 10, 2001 regarding the Scott Road roadway and drainage improvements project, to utilize \$91,731 for the Scott Road Roadway and Drainage Improvement Project, \$85,000 for the Blackrock Road/A1A Signalization and \$148,506.11 for the Mt. Zion/Arrigo Service Road, all from 502 Transportation Impact Fees; and approve the low bid as submitted by FGI, Inc. for the Scott Road Roadway and Drainage Improvements Project in the amount of \$1,149,416.25, which includes a base bid in the amount of \$1,039,009.88, Alternate 3 to replace 48" pipe (Scott Road) in the amount of \$55,391, Alternate 4 for Plantation Oaks Lane South in the amount of \$17,454.13, and Alternate 5 for

# : BATCH  
M : MEMORY  
S : STANDARD

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL

F@# : TRANSFER  
: FORWARDING  
: FINE

P : POLLING  
E : ECM

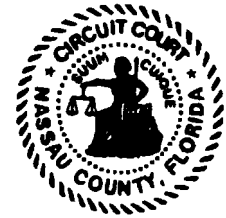
JAN. 17. 11:00AM 904 321 5907 93ES 1.59 P. 8 OK 655  
-----  
DATE TIME ADDRESS MODE TIME PAGE RESULT PERSONAL NAME FILE

111 N.C. CLERKS OFFICE

\* \* \* TRANSMISSION RESULT REPORT ( JAN. 17. 2002 11:02AM ) \* \* \*



**J. M. "CHIP" OXLEY, JR.**  
 Clerk of Circuit and County Courts  
 Nassau County  
 Post Office Box 456  
 Fernandina Beach, Florida 32035-0456  
 Phones: (904) 321-5700 (800) 958-3496  
 Callahan-Hilliard (904) 879-1029



**FACSIMILE TRANSMITTAL SHEET**

DATE: 1-17-02 NUMBER OF PAGES (INCLUDING COVER) 8

TO: Chris  
FINANCE

FAX NUMBER: \_\_\_\_\_

FROM: Joyce

IF THIS TRANSMISSION IS INCOMPLETE OR POORLY RECEIVED, PLEASE  
 NOTIFY JONI AT (904) 321-5722.

OUR FAX NUMBER IS (904) 321-5795.

*Here is the back up + minutes  
 regarding McCramie + Associates  
 Services for wetland mitigation for  
 Judicial complex So you can set  
 up accounts per Dawn Stevenson —*



**Nassau County Public Works**  
213 Nassau Place  
Yulee, FL 32097

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

**MEMORANDUM**

**TO :** Marianne Marshall, Chairman  
**FROM :** Jack J. D'Amato, P.E., Public Works Director  
**DATE :** November 6, 2001  
**SUBJECT :** Judicial Complex – Wetland Mitigation

**Background:**

Staff has received a proposal from LG<sup>2</sup> Environmental Solutions, Inc. for the wetland mitigation / creation required by the Army Corps of Engineers and the St. Johns River Water Management District for the above referenced project in the amount of \$33,300.00. This proposal is for all work necessary to comply with said permits including the 5 year monitoring as required by the two agencies.

There will also be associated costs from the Design Engineer, McCranie & Associates, in order to prepare the necessary construction plans and specifications per LG<sup>2</sup> Environmental Solution's recommendations.

**Recommendation:**

Staff recommends that the Board of County Commissioners approve LG<sup>2</sup> Environmental Solution's proposal in the amount of \$33,300.00 to perform the necessary wetland mitigation / creation required by permitting agencies and authorize the Chairman to execute said agreement from LG<sup>2</sup> Environmental Solutions, Inc.

*1/7/01  
Long Beach 11/19  
To be included & presented in  
McCranie Change order for D.S.*

*ca*  
FERNANDINA  
(904) 491-3606  
FAX (904) 491-3611

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

ROAD & BRIDGE  
(904) 491-3626 or (904) 845-3610  
FAX (904) 845-1230

**LG<sup>2</sup> Environmental Solutions, Inc.**  
4700 U.S. 1 North Suite B, St. Augustine, Florida 32095  
(904) 824-8633 Fax: (904) 824-8177

November 6, 2001

Mr. Jack D'Amato, Jr., PE  
Director of Public Works  
11 North 14<sup>th</sup> Street  
Fernandina Beach, FL 32034

**Re: Nassau County Judicial Complex-Mitigation**

Dear Jack:

A couple of months ago, we briefly discussed the required mitigation for the Nassau County Judicial Complex. Typically, U.S. Army Corps of Engineers (CE) and St. Johns River Water Management District (SJRWMD) require that the agreed upon mitigation commence before or during construction of the project. In this case, it appears that both agencies informally understood that the commencement of the construction of the Jail facility was at the highest priority. However, it is my opinion that CE and SJRWMD will be expecting action on recording the conservation easements and construction of the wetland creation site soon. Technically, both agencies could determine that the project is not in compliance with the permits and levy fines. We do not expect them to do so without ample warnings and threats; however, it would benefit the County to begin with preliminary steps of implementing the mitigation. Some annual forms required in the permit conditions are now due. Submitting these forms will alert them on this issue. The County should begin the process of recording the conservation easements and wetland creation as soon as possible. The following is our recommendations on implementing the mitigation plan.

#### **Conservation Easement**

The Environmental Resource Permit and the CE Individual Permit both require preservation of 40.79 acres of wetlands and 19.25 acres of uplands as an upland buffer. The attached figure shows the extent of both. We recommend that a surveyor prepare signed and sealed surveys with legal descriptions to be recorded in the Nassau County record of deeds. The conservation easement language is standard but should be reviewed by County attorneys and modified if necessary.

#### **Wetland Creation**

The Environmental Resource Permit and the CE Individual Permit both require 4.3 acres of wetland creation and 6.79 acres of disturbed wetland enhancement. The attached

**LG<sup>2</sup> Environmental Solutions, Inc.**

figures show the extent of both. The following is our recommendations on the implementation of this plan:

Pre-Construction

- Contract engineer to produce construction drawings and bid documents based on drawings submitted in the permit applications. McCranie & Associates, Inc. was directly involved in the ERP application with experience in this project.
- The construction work could be added to the existing contract with RJ's Underground under the bid of removal of unsuitables.
- Send bid packages to several nurseries who can offer sale and installation services of trees. Warrantees should be a factor in this decision.

Construction

- Contractors begin site construction.
- *LG<sup>2</sup> Environmental Solutions, Inc. (LG<sup>2</sup>ES)* monitors earthwork to assure compliance with permits. *LG<sup>2</sup>ES* recommends at least one visit to the site per day during construction.
- Project engineer should also monitor earthwork at least once per week or as necessary determined by *LG<sup>2</sup>ES*.
- Following completion of all earthwork, *LG<sup>2</sup>ES* monitors hydrology for 2-4 months to assure that proper elevations are reached and to characterize the site hydrology.
- Perform additional grading if necessary.
- Project Engineer/Surveyor prepare as-built drawings.
- Seek CE and SJRWMD approval of wetland creation and enhancement site work.
- Once approved, install plants according to plans.

Post-Construction

- Submit all forms and notifications as required in permit conditions.
- Begin semi-annual monitoring events.
- Perform maintenance as required.

All of the above items will be required for compliance with the permit from SJRWMD and CE. *LG<sup>2</sup>ES* has prepared a proposal for its part in this project. We can either handle all of the above steps for you or simply assist you in the process where needed. Since *LG<sup>2</sup>ES* designed the mitigation plan, we believe that we can best serve the County's interest during the pre-construction, construction, and post-construction phases of the project. We would be happy to manage or assist in the management of contractors and construction as well.

**LG<sup>2</sup> Environmental Solutions, Inc.**

*LG<sup>2</sup>ES* has been honored to assist Nassau County in the permitting of this project and would be honored to continue. We trust that the above scope of work is acceptable to you. If so, please sign in the appropriate spaces below.

Sincerely yours,

*LG<sup>2</sup> Environmental Solutions, Inc.*

Lee Gerald  
President/Professional Wetland Scientist

Attachment  
2001-259/proposal

LG<sup>2</sup> Environmental Solutions, Inc.

**CONTRACT FOR SERVICES**  
**LG<sup>2</sup> Environmental Solutions, Inc.**  
**Project Number 2001-259**

The following contract for Services is an agreement between *LG<sup>2</sup> Environmental Solutions, Inc.* "Consultant" and Nassau County Public Works "Client" with the terms specified herein. Client agrees that the Company/Individual signing this agreement has the ability to compensate Consultant for the work described herein and will pay fees due whether or not the proposed project materializes. Consultant agrees to perform the following tasks for the associated fee:

**Project Name:** Nassau County Judicial Complex Mitigation Implementation  
**Location:** Yulee, Nassau County, Florida

**SCOPE OF SERVICES**

**ESTIMATED FEE**

<b>Task 1.</b>	<b>Coordination with Project Engineer-Construction Drawings and Documents</b>	<b>\$500</b>
	<i>LG<sup>2</sup>Environmental Solutions, Inc. (LG<sup>2</sup>ES)</i> will coordinate with project engineers to provide information and support to create the appropriate drawings and documents for construction.	
<b>Task 2.</b>	<b>Coordinate with Excavation Contractor</b>	<b>\$400</b>
	<i>LG<sup>2</sup>ES</i> will coordinate with excavation contractor on specifications and SJRMWD and CE permit conditions prior to construction commencement.	
<b>Task 3.</b>	<b>Coordinate with Nurseries: Pre-bid and Post-bid</b>	<b>\$1000</b>
	<i>LG<sup>2</sup>ES</i> will assist in solicitation for bids from qualified nurseries to obtain plants and installation services. <i>LG<sup>2</sup>ES</i> will assist in ranking the bids for recommended selection. <i>LG<sup>2</sup>ES</i> will coordinate with selected nursery to discuss specifications and permit conditions and scheduling.	
<b>Task 4.</b>	<b>Daily Monitoring</b>	<b>\$250 Per day</b>
	<i>LG<sup>2</sup>ES</i> will visit the wetland creation site for a duration of at least one hour each day of construction to monitor the construction operation. <i>LG<sup>2</sup>ES</i> will visually inspect the work and discuss the work with the site construction manager. This task includes monitoring of plant installation. Should input be required from the	



**LG<sup>2</sup> Environmental Solutions, Inc.**

project engineer, the engineer will be contacted and asked to visit the construction site for consultation. Additional time for engineering consultation will be billed on a Time and Materials Basis.

- Task 5. Hydrological Monitoring \$2400**
- Following completion of earthwork and prior to planting, LG<sup>2</sup>ES will monitor the site hydrology for a period of 2 to 4 months to assure appropriate hydrological functions. An automated piezometer and staff guage will be installed, one in the creation area and one in the reference wetland. The elevations of both piezometers and staff gauges will be measured relative to a local benchmark. A site visit will be conducted once per month to collect recorded data and visually inspect the site.
- Task 6. Agency Approval of Site Construction and Earthwork \$800**
- Prior to site planting, a report with hydrological data will be presented to SJRWMD and CE to request approval of the wetland creation and enhancement effort. This cost does include two site visits if requested. Should additional work or modification be required, the additional work and monitoring will be conducted on a Time and Materials Basis or a proposal/contract addendum will be negotiated.
- Task 7. Submittal of Forms and Reports \$400**
- LG<sup>2</sup>ES will maintain and submit all forms and reports required in the SJRWMD ERP permit and CE permit.
- Task 8. Semi-Annual Monitoring of Wetland Creation Site and Enhancement Areas. \$1500 Per event**
- Pursuant to permit conditions, the wetland creation site and the wetland enhancement sites are to be monitored as directed in the monitoring and maintenance plan. The monitoring events will occur in the spring and late fall of each year for 5 years. Each monitoring event will include determination of mortality and measurements of plant growth in established transects. Hydrology data will be downloaded and photographs will be taken at established photograph stations. Data will be recording regarding evidence of wildlife usage. A monitoring report and forms will be submitted to SJRWMD and CE as dictated in the permit conditions.

LG<sup>2</sup> Environmental Solutions, Inc.

**Task 9 Conservation Easement \$300**

LG2ES will coordinate with Nassau County and surveyors to record the conservation easement as per the permit conditions and the mitigation plan.

**Summary of Fees**

Task 1.	Construction Documents	\$500
Task 2.	Coordination with Excavation Contractor	\$400
Task 3.	Coordination with Nursery-Bids and Scheduling	\$1000
Task 4.	Daily Monitoring of Construction \$250/day Estimated 10 weeks	\$12,500
Task 5.	Hydrological Monitoring	\$2400
Task 6.	Agency Approval of Site Work	\$800
Task 7.	Submittal of Forms and Reports	\$400
Task 8.	Semi-Annual Monitoring \$1500/event 10 events over 5 years	\$15,000
Task 9	Conservation Easement	<u>\$300</u>
<b>Total Fees</b>		<b>\$33,300</b>

**LG<sup>2</sup> Environmental Solutions, Inc.**

Sincerely,

Lee Gerald  
President/Professional Wetlands Scientist  
*LG<sup>2</sup> Environmental Solutions, Inc.*

**Confirmed And Accepted For Nassau County Board Of County Commissioners:**

Owner:  
Board of County Commissioners  
Nassau County, Florida

\_\_\_\_\_  
Marianne Marshall, Chairman

Attest:

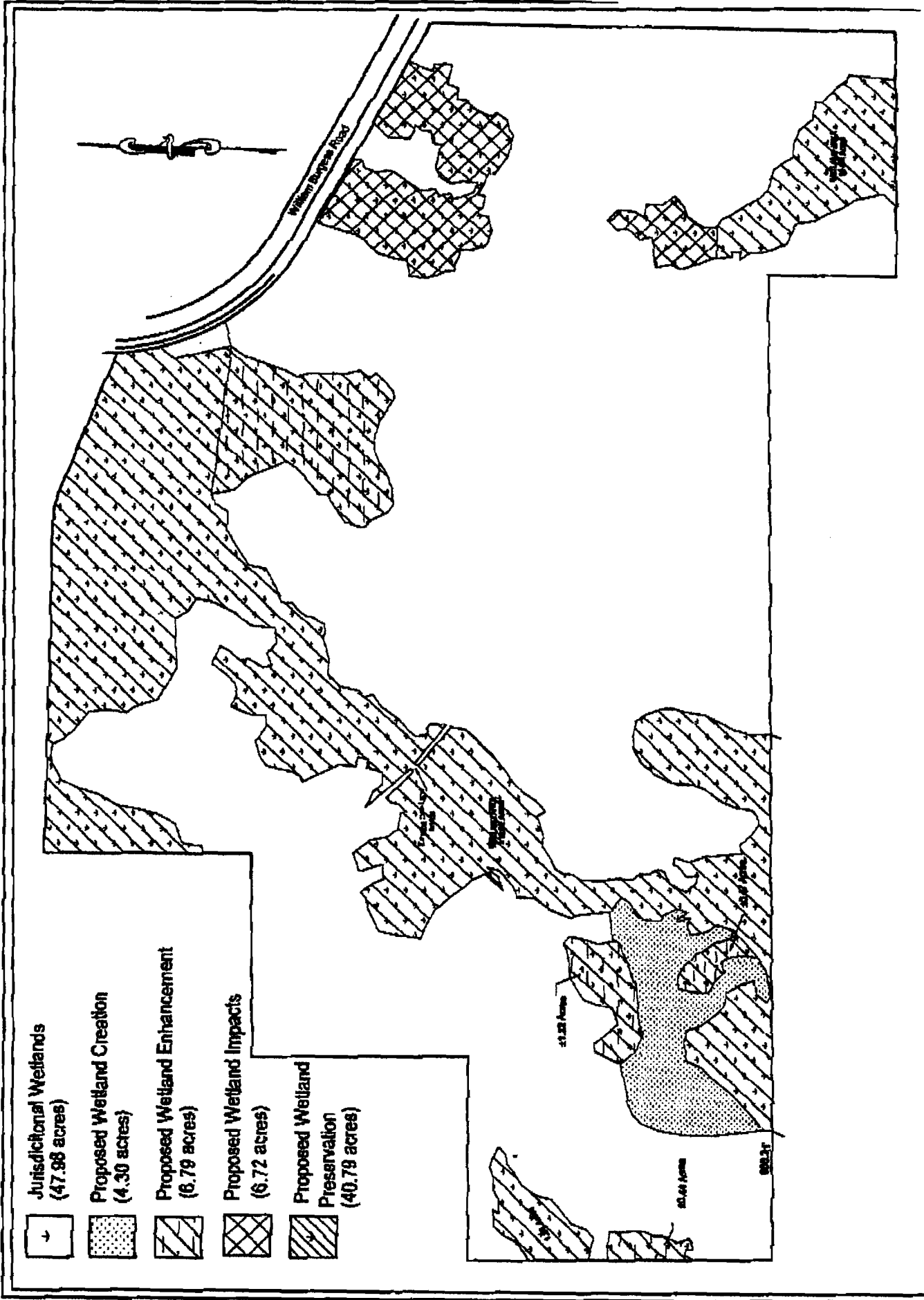
\_\_\_\_\_  
J.M. "Chip" Oxley, Jr.  
Its: Ex-Officio Clerk

Environmental Consultant  
LG<sup>2</sup> Environmental Solutions, Inc.

\_\_\_\_\_  
Lee Gerald, PWS

Approved as to form by the  
County Attorney

\_\_\_\_\_  
Michael S. Mullin, Esquire



**ES&S**  
ENVIRONMENTAL SOLUTIONS, INC.

Nassau County Government Complex  
Yulee, Nassau County, Florida  
Mitigation Plan

Figure: 1  
Date: 07/2/00  
Scale: 1"=400'  
Project Number: 2000-003

--- 11 --- EXISTING CONTOURS  
 --- 11 --- PROPOSED CONTOURS

WETLAND CREATION  
 4.3 Acres

ENHANCEMENT AREAS B AND D  
 1.68 Acres

JURISDICTIONAL  
 WETLANDS

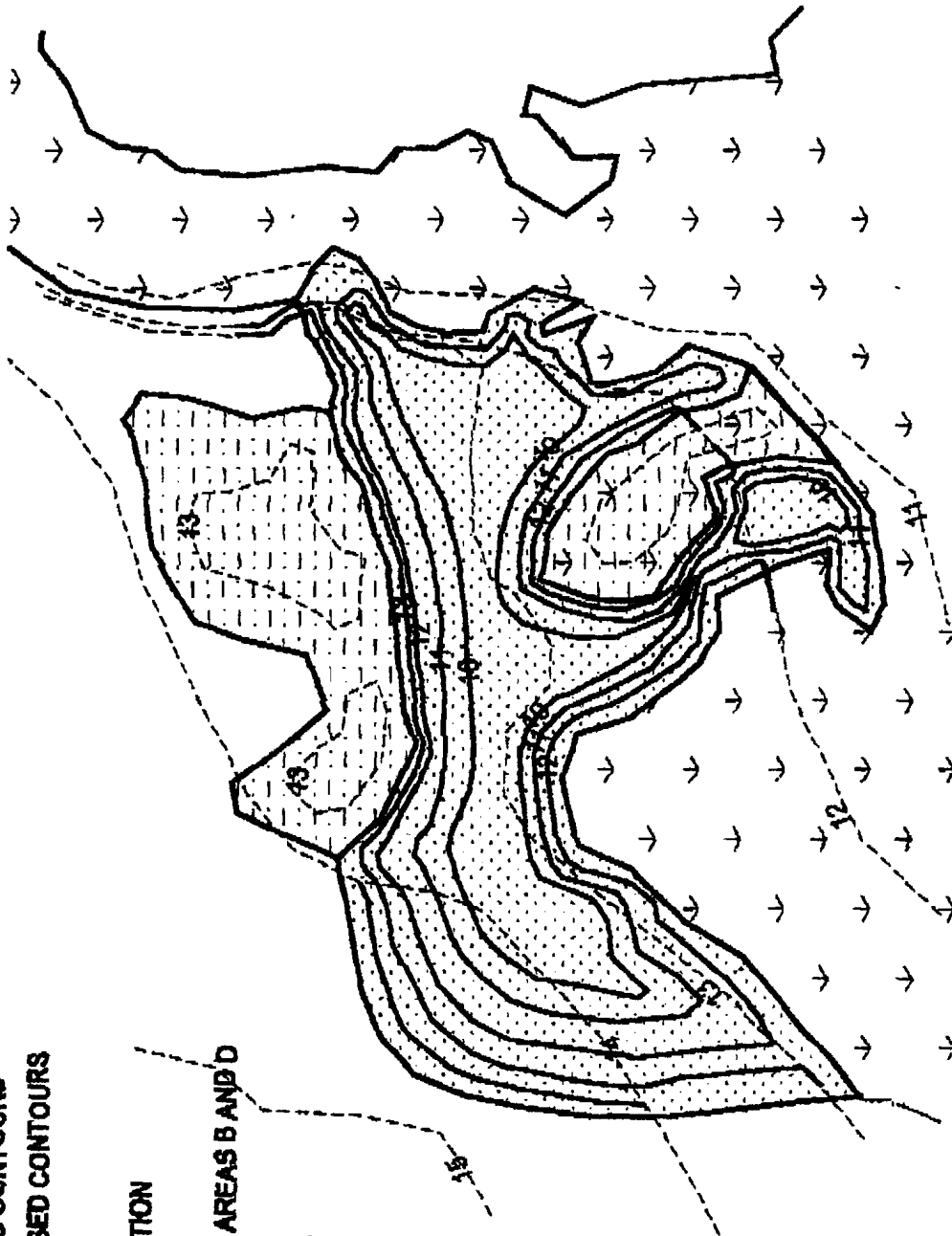


Figure: 2  
 Date: 9/18/2000  
 Scale: 1" = 150'  
 Project Number: 2000-003

Nassau County Government Complex  
 Yulee, Nassau County, Florida  
 Wetland Creation Plan

ENVIRONMENTAL SOLUTIONS, INC.

- 25-Foot Wide Belt Transects
- Photograph Stations
- Piezometer Location
- 1-Meter Squared Quadrate Location

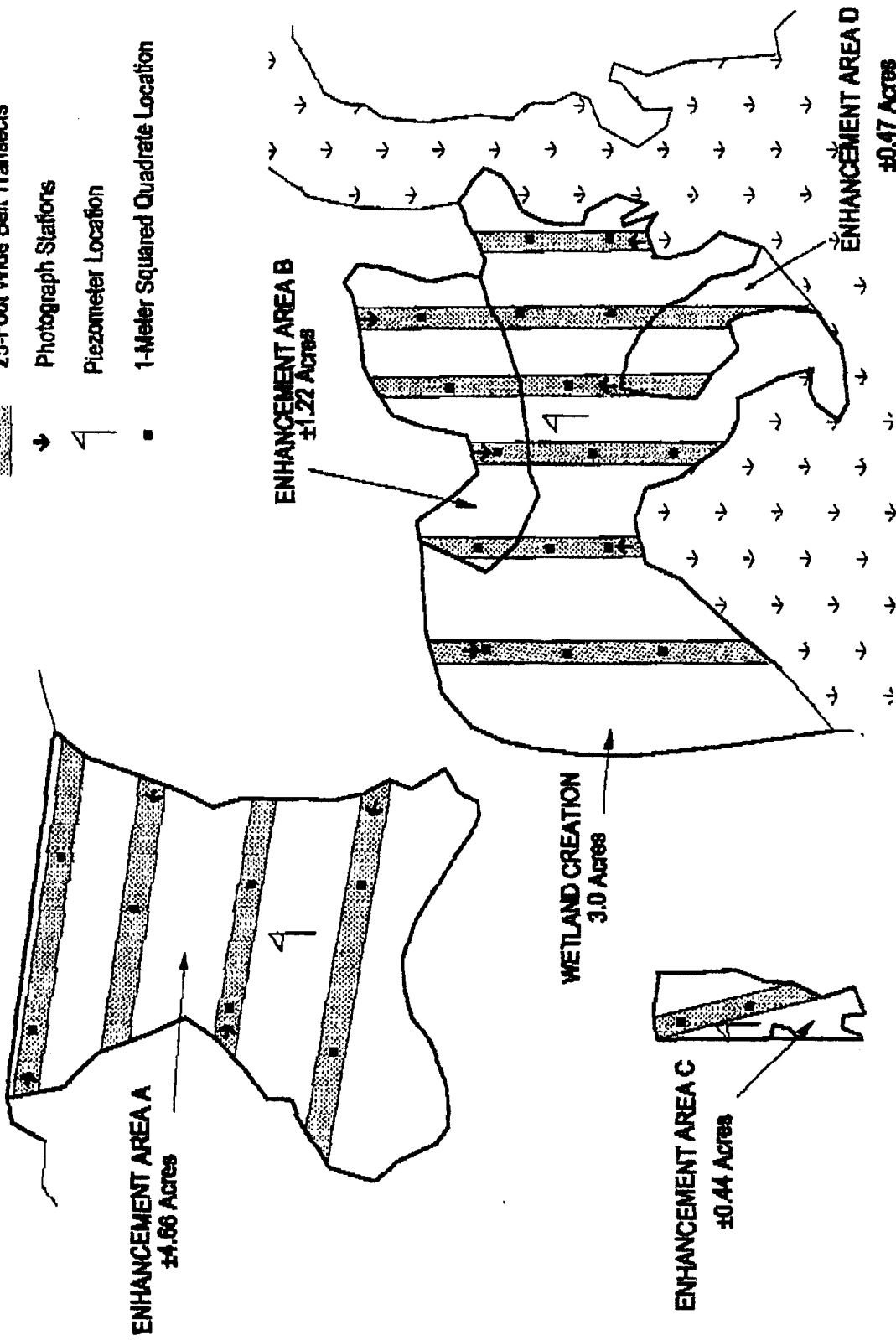
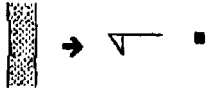


Figure: 3  
 Date: 8/2/00  
 Scale: 1"=200'  
 Project Number: 2000-003

Nassau County Government Complex  
 Yulee, Nassau County, Florida  
 Monitoring Plan

IGE ENVIRONMENTAL SOLUTIONS, INC.



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

Nick Deonas  
David C. Howard  
Vickie Samus  
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 23, 2002

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

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Daniel McCranie, Jr.  
McCranie & Associates, Inc.  
2680 Christian Way  
Suite 101  
Yulee, FL 32097

RE: Task 44, Re-design of grading of Records Storage  
Center at the Judicial Complex

Dear Mr. McCranie:

During a regular session of the Nassau County Board of  
County Commission held August 19, 2002, the Board approved  
the referenced addendum to your contract; a copy is  
enclosed for your records.

Should you have any questions, please let me know.

Sincerely,

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

Enclosure

xc: Dawn Stevenson, Contracts Manager



Exhibit J

SCOPE OF SERVICES

The Client and McCranie & Associates, Inc. have agreed to a list of Additional Services  
McCranie & Associates, Inc. will provide listed below:

Task 44 Re-Design of grading of Records Building

SCOPE OF WORK:

*Task 44 – Re-Design of Grading of Records Building*

- McCranie & Associates, Inc. shall re-design the grading of the Records Building and parking lot in order to raise the finish floor elevation. This also includes an evaluation and estimate of the cost associated with the proposed change as well as on-site coordination of the work.

PROFESSIONAL FEES

Our fees are outlined as follows:

Task 44	Re-Design of grading of Records Building (fixed fee)	\$ 1,900
	Analysis and On-site Coordination (task 44)	\$ 1,140
	Reproduction Expense (fixed fee)(task 44)	\$ 300
	<b>TOTAL FEE:</b>	<b>\$ 3,340</b>

McCranie & Associates, Inc. hopes that this is acceptable and looks forward to a continued good working relationship with Nassau County. Upon acceptance please sign below.

Sincerely,

Daniel I. McCranie, P.E.  
President  
McCranie & Associates, Inc.

*2680 Chantawar Street  
Yonkers  
3-2097*


**APPROVED**

DATE 8/19/02  
CA

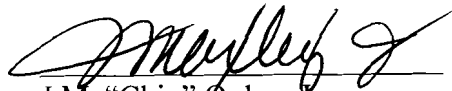



**CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Owner:  
Board of County Commissioners  
Nassau County, Florida

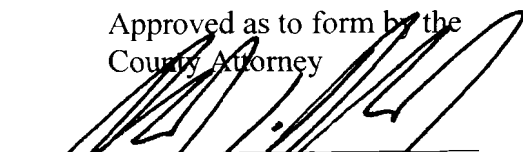
  
Nick Deonas, Chairman

Attest:

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

Engineer:  
McCranie & Associates, Inc.  
  
Daniel I. McCranie, P.E.

Approved as to form by the  
County Attorney

  
Michael S. Mullin, Esquire

August 14, 2002

Beth,

Please remind Walt to bring this up at the Board meeting Monday night. The Board, on August 12, approved the "raising of the building" but never mentioned the approval of Dan McCranie's proposal and payment of the \$3,340. Walt said he would have it clarified.

Thanks.



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

Nick Deonas  
David C. Howard  
Vickie Samus  
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

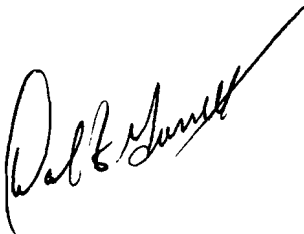
JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

## MEMORANDUM

**TO:** Nick Deonas, Chairman

**FROM:** Walt Gossett, County Coordinator 

**SUBJECT:** Judicial Complex, Records Storage Facility –  
Additional Engineering Services

**DATE:** August 12, 2002

\*\*\*\*\*

Pursuant to a request by Staff, McCranie & Associates, Inc. submitted a proposal for additional engineering services for the re-design of the Records Storage Facility grading. During a meeting on site Thursday afternoon between the Clerk, Staff, The Haskell Company, and the site contractor, the elevation of the building pad for the Records Storage Facility was discussed. All parties agreed that the pad is substantially lower than that of the new Courthouse, and that the pad needed to be raised in order to prevent potential flooding of the facility. Attached is the proposal submitted by McCranie & Associates in the amount of \$3,340.00

I respectfully request the Board approve the proposal as submitted by McCranie & Associates, and approve the utilization of Reserve Funds for said proposal

(904) 225-2610 Board Room; 321-5782, (800) 789-6673

*An Affirmative Action / Equal Opportunity Employer*