



McCranie & Associates, Inc.

LAND DEVELOPMENT • ROADWAY DESIGN • PERMITTING

December 18, 2000

Mr. Walt Gossett
Nassau County
P.O. Box 1010
Fernandina Beach, Fl. 32035

Re: Site Plan Design for Miner Road Fire Station

Dear Mr. Gossett:

McCranie & Associates is pleased to submit this revised proposal for Professional Engineering Services in connection with your efforts to complete the site plan and permit for the Miner Road Fire Station. This agreement is made as of December 18, 2000, by and between **Nassau County** (Clients) and **McCranie & Associates, Inc.**

SCOPE OF SERVICES

Our services will be provided in the following tasks:

Task 1	Engineering Design
Task 2	Permitting Services
Task 3	Project Administration and Coordination
Task 4	Concurrency

SCOPE OF WORK:

Task 1 – Engineering Design

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

- Geometry Plan - The Geometry Plan will include building footprints (provided by client), pavement, parking, curbs and sidewalks with geometry for the proposed buildings, and centerline of driveways and parking.
- Paving, Grading and Drainage Plan - The Paving, Grading and Drainage Plan will show existing and proposed improvements, spot elevations, stormwater collection system, drainage piping data, and proposed pavement.
- Well and Septic Plan – This plan will show the layout for well and septic at the site. An engineered septic plan will be included.
- Detail Sheets - The Detail Sheets will include the necessary details for paving and drainage.

Task 2 – Permitting Services

The activities accomplished under this task are required in order to submit the necessary applications to the reviewing agencies to obtain the approvals and permits. McCranie & Associates, Inc. will:

- Prepare and submit a St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP). McCranie & Associates, Inc. will respond to any Request for Additional Information received from SJRWMD. Permit fee to be paid by Client.
- Submit the final engineering and drainage calculations to the Nassau County for review. We will represent the client and respond to all comments.

Task 3 – Project Administration and Coordination

McCranie & Associates, Inc. shall provide project coordination services throughout the planning, design, and engineering of your project to ensure a seamless integration of all elements. This includes meeting with the County and Department of Health, when needed, to facilitate the permitting process.

Task 4 – Concurrency

McCranie & Associates, Inc. shall complete and submit the application for concurrency required by Nassau County. This includes a minor traffic analysis.

PROFESSIONAL FEES

Our fees are outlined as follows:

Task 1	Engineering Design (fixed fee)	\$ 2,000
Task 2	Permitting Services (fixed fee)	\$ 2,000
Task 3	Project Administration and Coordination (fixed fee)	\$ 1,200
Task 4	Concurrency (fixed fee)	\$ 1,000
	Reproduction Expense (fixed fee)	\$ 1,000
	TOTAL FEE:	\$ 7,200

Revisions:

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. Additionally, services requested by the Client that are not within the scope of the above services are also considered items of additional service and will be billed at our standard hourly rates or negotiated separately from this agreement.

Standard Hourly Rates:

Principal	\$95.00
Sr. Professional	\$85.00
Professional	\$65.00
Technical	\$45.00
Secretarial	\$35.00

Notes:

1. These rates will remain in force until December 31, 2001, unless otherwise notified in writing.

Delivery of our work product is dependent on timely and knowledgeable input and decisions from other team members including the Client's representative, architect, attorney, geotechnical engineer, biologist, and others. Our fees assume a well coordinated and responsive team and compliance to existing permits.

SERVICES NOT INCLUDED WITH THIS PROPOSAL

Our fees, unless otherwise stated herein, do not include miscellaneous expenses or optional services required in conjunction with:

- Due diligence
- Field testing
- Geotechnical
- Tree surveys
- Wetland boundaries
- Aerial photography
- Permit fees
- Bonds
- Assistance with financial packages
- Off-site utility coordination
- Water and sewer Department of Environmental Protection permit applications
- Contract or construction administration.

All such costs shall be paid directly by the client, negotiated as additional services or paid at our standard hourly rates. If this information is performed by others, McCranie & Associates, Inc. assumes no responsibility for the accuracy of such information or services, and shall not be liable for error or omissions therein.

PAYMENT

Invoicing for the tasks outlined above will be submitted at least once a month and in proportion to the amount of work performed (by percentage on Fixed Fee items) or actual costs (time and materials on Hourly Estimate items). Client shall notify McCranie & Associates, Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable upon receipt. Client's account will be considered delinquent if McCranie & Associates, Inc. does not receive full payment within thirty (30) days after the invoice date. Payment for work completed is not contingent upon receipt of Governmental or other approvals.

If a delinquency by Client occurs, McCranie & Associates, Inc. may choose to suspend work. If such a decision to suspend work is made, McCranie & Associates, Inc. shall notify Client in writing. McCranie & Associates, Inc. may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this agreement are paid in full. If a delinquency by Client occurs and McCranie & Associates, Inc. chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if McCranie & Associates, Inc. decides to suspend its work, McCranie & Associates, Inc. shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other party, that may arise from or be related to such a work suspension.

If the Client fails to make payments when due and McCranie & Associates, Inc. incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to McCranie & Associates, Inc. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable McCranie & Associates, Inc.'s staff costs at standard billing rates for McCranie & Associates, Inc.'s time spent in efforts to collect. This obligation of the Client to pay McCranie & Associates, Inc.'s collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OR TERMINATION OF SERVICES

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay McCranie & Associates, Inc. for all services rendered and all reimbursable costs incurred by McCranie & Associates, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving McCranie & Associates, Inc. not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) 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.
- 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.
- Suspension of the Project or McCranie & Associates, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.
- 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.

CLIENT RESPONSIBILITIES

Client agrees to provide full, reliable information regarding its requirements for the project. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the project as may be required from time to time by McCranie & Associates, Inc. in the performance of our work. The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this

Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the project and the performance of McCranie & Associates, Inc.'s work.

DESIGN APPROVALS

Mr. Walt Gossett has been designated as the Client Representative(s) who will be responsible for design direction for this project and has authority for design approval. In the event that the design, as approved by Mr. Gossett, is rejected by others, and redesign is required, such redesign services shall be compensated as extra services at our standard hourly rates.

ACCESS TO SITE

McCranie & Associates, Inc. and McCranie & Associates, Inc.'s employees and consultants shall have access to the project site at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its records and future use. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless McCranie & Associates, Inc., its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials on the property.

USE OF DOCUMENTS

Plans, drawings and specifications or other writings or documents prepared or provided by McCranie & Associates, Inc. hereunder are prepared for this project only, but may be used by McCranie & Associates, Inc. for purposes of illustrating the scope and nature of project involvement. McCranie & Associates, Inc. shall provide the Client, upon request, with a reproducible set of drawings and specifications for its records. They shall not be used by the Client for other projects or extensions to the project without the written agreement of McCranie & Associates, Inc. Client further agrees to hold McCranie & Associates, Inc. harmless from and indemnify McCranie & Associates, Inc. from and against any and all damages, losses, attorney's fees, costs, and/or expenses arising out of an unauthorized use of said plans, drawings, specifications, and documents.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and McCranie & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of McCranie & Associates, Inc. to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of McCranie & Associates, Inc. to the Client shall not exceed the total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

It is intended by the parties to this Agreement that McCranie & Associates, Inc.'s services in connection with the Project shall not subject McCranie & Associates, Inc.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client'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 McCranie & Associates, Inc.'s individual employees, officers or directors.

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against McCranie & Associates, Inc. unless the Client has first provided McCranie & Associates, Inc. with a written certification executed by an independent consultant currently practicing in the same discipline as McCranie & Associates, Inc. and licensed in the State of Florida. This certification shall: a.) contain the name and license number of the certifier; b.) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c.) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to McCranie & Associates, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any state law in force at the time of the claim or demand for arbitration.

DESIGN WITHOUT CONSTRUCTION ADMINISTRATION

Client understands and agrees that the Scope of Services under this agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of the Site Plans and for construction observation, and the Client waives any claims against McCranie & Associates, Inc. that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless McCranie & Associates, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Site Plans to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of McCranie & Associates, Inc.

If the Client requests in writing that McCranie & Associates, Inc. provide any specific construction phase services and if McCranie & Associates, Inc. agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided for above.

INDEMNIFICATION

Client agrees to hold McCranie & Associates, Inc. harmless from and completely indemnify McCranie & Associates, Inc. from and against any and all damages, attorney's fees, losses, costs, and expenses which McCranie & Associates, Inc. may incur as a result of a claim or claims against it, if any, by the Owner, Lender or any other third party, arising out of any wrong doing, negligence, and/or breach of contract by Client, alleged or otherwise, that is related, in any manner whatsoever, to the project, or Client's involvement with the project.

CONSTRUCTION MEANS AND METHODS

It is expressly understood and agreed that McCranie & Associates, Inc. shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the project or for the acts or omissions of

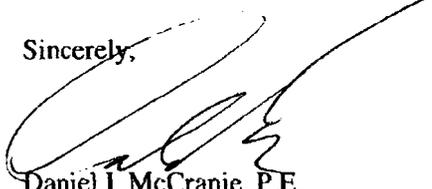
any contractor, subcontractor or other persons performing work for the project. The Client shall indemnify McCranie & Associates, Inc. and hold McCranie & Associates, Inc. harmless from and against any and all claims, demands, losses, costs, liabilities and expenses, incurred by McCranie & Associates, Inc. and arising out of or related to any of the aforesaid.

MISCELLANEOUS

1. Client and McCranie & Associates, Inc. each bind itself and its successors and assigns to this Agreement. Neither Client nor McCranie & Associates, Inc. shall assign or transfer its interest in this Agreement without the written consent of the other.
2. This Agreement represents the entire Agreement between Client and McCranie & Associates, Inc. This Agreement may be amended only in writing and if signed by both Client and McCranie & Associates, Inc.
3. This Agreement shall be governed by the laws of the State of Florida.
4. Any individual who signs this Agreement on behalf of the client or McCranie & Associates, Inc. represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of his, or her employer or company.
5. McCranie & Associates, Inc. complies with state and federal laws regarding discrimination in employment against any individual on basis of race, color, religion, sex, national origin, physical impairment, mental impairment, veteran status or age.
6. McCranie & Associates, Inc. will submit a Notice to Owner, if other than Client, to secure its rights to collect the aforementioned fees in accordance with Florida Statutes.

We are very excited about working with you on this project and trust that this proposal is responsive to your needs. If so, please return a signed copy to us as authorization to proceed.

Sincerely,



Daniel I. McCranie, P.E.

President

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CONFIRMED AND ACCEPTED FOR NASSAU COUNTY:

Accepted by: _____

Title: _____

Date: _____

10:14:01 It was moved by Commissioner Samus, seconded by Commissioner Howard and unanimously carried to approve McCranie and Associates to do the tasks for the Miner Road Fire Station Engineering Services including engineering design, permitting services, project coordination and concurrency for \$7,200, funds expended from 503 impact fee.