

## AGREEMENT FOR PROFESSIONAL SERVICES

This Contract made this ~~13<sup>th</sup>~~ day of ~~February~~ <sup>2002</sup> ~~2001~~ by and between **AVCON, INC.**, hereinafter referred to as CONSULTANT, with offices at 604 Courtland St., Suite 300, Orlando, Florida 32804-1344 and **Nassau County, FL.**, hereinafter referred to as COUNTY, with offices at 213 Nassau Place, Yulee, FL 32097.

Now therefore, CONSULTANT and COUNTY agree as follows:

### I. SCOPE OF SERVICES

The CONSULTANT shall prepare construction plans for the addition of a right-turn lane along the northbound section of US 1 at Church St. CONSULTANT will also assist COUNTY in negotiating the work as a change order into the on-going FDOT project number 210701-1-52-01. CONSULTANT shall perform the work on a schedule acceptable to CONSULTANT and COUNTY.

### II. COMPENSATION

The CONSULTANT will be paid a lump sum amount of \$4800 based on the letter dated September 24, 2001, shown as EXHIBIT "A".

### III. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of his work and shall promptly make necessary revisions without additional compensation.

### IV. INSURANCE

CONSULTANT shall provide certificates of insurance coverage evidencing the following insurance coverage: comprehensive general public liability insurance for death or bodily injury and for injury or damage to property in the minimum amount of (\$500,000); Workmen's Compensation insurance in accordance with the laws of the State of Florida; Engineers Professional Liability and Errors and Omissions Policy in the minimum amount of (\$500,000).

### V. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and Local laws or ordinances in carrying out the provisions of this Agreement.

VI. SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

XVI. TERMINATION

This Agreement may be terminated by either party by seven (7) days prior to written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CONSULTANT shall be paid for all work performed and approved by COUNTY up to the date of termination.

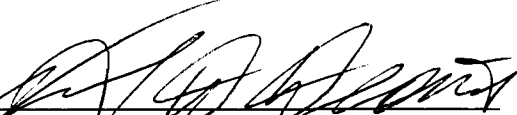
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

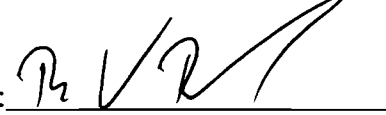
COUNTY:

CONSULTANT:

**Nassua County, FL**  
213 Nassau Place  
Yulee, FL 32097

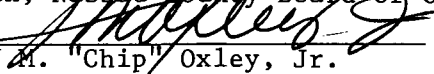
**AVCON, INC.**  
604 Courtland St., Suite 300  
Orlando, FL 32804-1344

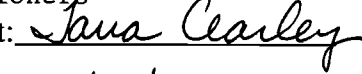
By: 

By: 

Signature and Title Nick D. Deonas  
Chairman, Nassau County Board of County Commissioners

Vice President

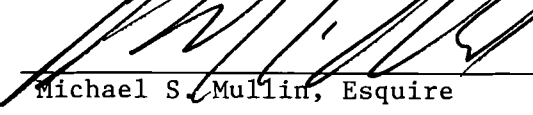
Attest:   
J.M. "Chip" Oxley, Jr.

Attest: 

Ex-Officio Clerk  
Date: February 13, 2002

Date: 10/11/01

Approved as to Form by the County Attorney

  
Michael S. Mullin, Esquire

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA  
NICK DEONAS, CHAIRMAN

ATTEST:

J.M. "CHIP" OXLEY, JR.  
ITS: EX-OFFICIO CLERK

APPROVED AS TO FORM BY THE  
COUNTY ATTORNEY

MICHAEL S. MULLIN, ESQUIRE

604 Courtland Street, Suite 300  
Orlando, Florida 32804-1344  
Phone: (407) 599-1122  
Fax: (407) 599-1133  
email: avcon@avconinc.com  
www.avconinc.com

**EXHIBIT A**

September 24, 2001

Bill Taylor  
Nassau County Public Works  
Traffic Engineering Coordinator  
213 Nassau Place  
Yulee, FL 32097

**VIA FACSIMILE: 904-491-3611**

**Reference: SR 5 (US 1) Resurfacing in Nassau County  
FDOT Financial Project No. 210701-1-52-01  
Right Turn Lane Addition NB at Church Street**

Dear Bill:

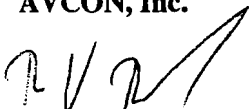
We have talked with Mr. Dick Harrell, the FDOT Project Manager for the above referenced project, to discuss the project schedule. Mr. Harrell spoke with construction personnel and informed us that the contractor is currently constructing left turn lane additions in the median area. It is anticipated that this work will continue for approximately two more weeks.

Mr. Harrell also noted that construction personnel stated that any additional work for turn lane additions could most likely be performed for the unit prices that are currently in the existing contract with APAC Construction. Finally, Mr. Harrell noted that FDOT would not provide any financial assistance for the addition of the turn lane.

AVCON has reviewed the necessary design documentation that would be required to include this work in the existing contract. We estimate that this work will take approximately 60 hours of engineering and CADD time, at an average hourly rate of \$80.00, including expenses, for a total fee of \$4800.00.

We could begin work on this project immediately and be ready to submit to the County and/or FDOT within 10 working days. Please do not hesitate to call if you need any additional information.

Sincerely,

**AVCON, Inc.**

Rick V. Baldocchi, P.E.  
Vice President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

FP ID JE  
AVCON-1

DATE (MM/DD/YY)  
01/03/01

PRODUCER  
Cooper, Simms, Nelson & Mosley  
171 West Canton Avenue  
P.O. Box 1480  
Winter Park FL 32790-1480  
Phone: 407-644-8689 Fax: 407-644-9934

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
  
Avcon, Inc.  
604 Courtland St, Suite 300  
Orlando FL 32804

INSURER A: CNA Insurance Companies  
INSURER B: Hanover Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2024340008	01/01/01	01/01/02	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Emp Ben.	1,000,000
B	AUTOMOBILE LIABILITY	AZJ6072285	01/01/01	01/01/02	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	EXCESS LIABILITY	2024340008	01/01/01	01/01/02	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2 24340011	01/01/01	01/01/02	WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 500000
					E.L. DISEASE - EA EMPLOYEE	\$ 500000
					E.L. DISEASE - POLICY LIMIT	\$ 500000
	OTHER					

*INSURED'S COPY*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
<p>For Proposal Purposes Only</p>		<p>PROPO-1</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p><i>Stephen A. Simms</i></p>

# ACORD™ CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
10/02/00

**PRODUCER**

Suncoast Insurance Associates  
P.O. Box 22668  
Tampa, FL 33622-2668

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A Security Ins of Hartford

**INSURED**

Avcon, Inc.  
  
604 Courtland Street Suite 300  
Orlando, FL 32804

COMPANY  
B

COMPANY  
C

COMPANY  
D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	OTHER Professional Liability	AEE0113212	10/06/00	10/06/01	\$1,000,000 each claim \$1,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Professional Liability is written on a claims made basis and reported.

**CERTIFICATE HOLDER**

For proposal purposes

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Bruce E. Titus*