



June 25, 2002

Mr. Jack D'Amato, P.E.
Nassau County Public Works Director
213 Nassau Place
Yulee, Fl. 32097

Re: Mt. Zion Roadway Design

Dear Mr. D'Amato:

McCranie & Associates is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to design and permit the access roadway along Mt. Zion adjacent to the proposed Chevrolet Dealership and to Arrigo Blvd. This agreement is made as of June 25, 2002, by and between **Nassau County** (Client) 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

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:

- Plan & Profile Sheets- The Plan & Profile Sheets will include pavement, parking, curbs and sidewalks with geometry for the centerline of roadway as well as profile for the roadway and ditches.
- Drainage Plans - The Drainage Plans will show existing and proposed improvements, spot elevations, stormwater collection system, drainage piping data, and proposed pavement.
- Cross Section Sheets – The Cross Section sheets will show cross sections of the roadway every 100 feet.
- 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 adjacent property owners, when needed, to facilitate the permitting process. This also includes the coordination with the engineering company designing the portion of the Mt. Zion connector from our stopping point to Arrigo Blvd.

Task 4 – Geotechnical Services

McCranie & Associates, Inc. shall have a licensed geotechnical engineer perform the required soil borings for the drainage pond design.

PROFESSIONAL FEES

Our fees are outlined as follows:

Task 1	Engineering Design (fixed fee)	\$ 8,295
Task 2	Permitting Services (fixed fee)	\$ 3,720
Task 3	Project Administration and Coordination (fixed fee)	\$ 4,420
Task 4	Geotechnical Services (fixed fee)	\$ 1,265
	Reproduction Expense (fixed fee)	\$ 1,300
	TOTAL FEE:	\$ 19,000

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, 2002, 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 forty-five (45) 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 so 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. Jack D'Amato 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. D'Amato, 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 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 Nassau County's 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 construction value of this Project, estimated to be \$230,000. 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 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.

DISPUTE RESOLUTION

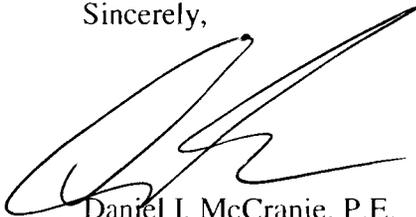
Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating 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. 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 evidence. Consultant shall not stop work during the pendency of mediation.

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.

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.

N:\Docs\Proposals\MtZion.doc

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:

Owner:
Board of County Commissioners
Nassau County, Florida



Nick D. Deonas, Chairman

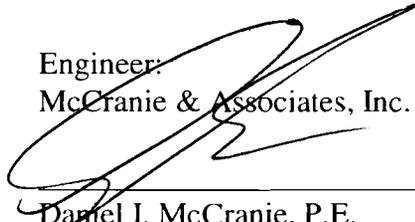
Attest:



J.M. "Chip" Oxley, Jr.

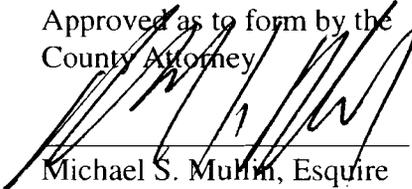
Its: Ex-Officio Clerk

Engineer:
McCranie & Associates, Inc.



Daniel I. McCranie, P.E.

Approved as to form by the
County Attorney



Michael S. Mullin, Esquire



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

TRANSMITTAL

DATE: July 11, 2002
TO: Joyce Bradley-Nassau County Clerks Office
FROM: Melissa Dunman
SUBJECT: Mt. Zion Roadway Design DMc Project

Please find attached 2 copies of the proposal for Mt. Zion Roadway Design. After your review and acceptance, please sign and return one contract to us. If there are any questions, please do not hesitate to call.

Thank you
Melissa Dunman



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

July 10, 2002

County Attorney
WALTER D. GOSSETT
County Coordinator

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

RE: Mt. Zion Roadway Design

Dear Dan:

The Board of County Commissioners in their meeting of today, considered and approved the proposal from your firm for the Mount Zion Roadway design subject to the following changes be incorporated into the contract:

1. Under Use of Documents Section: Last sentence should be changed to read: 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~~ Nassau County's unauthorized use of said plans, drawings, specifications, and documents. Also in the same section, the sentence prior to the foregoing sentence shall be changed to read as follows: They shall not be used by the Client for other projects ~~or extensions to the project~~ without the written agreement of McCranie & Associates, Inc.
2. Limitation of Liability. Change as follows:

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~~ construction value of the project estimated to be \$230,000 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.

3. Indemnification. Change as follows:

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.

4. Payment. Change thirty (30) days to forty-five (45) days.

5. Add following dispute resolution clause as follows:

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. Contractor shall not stop work during the pendency of mediation.

6. Standard Signature blocks for the county representatives should appear as follows:

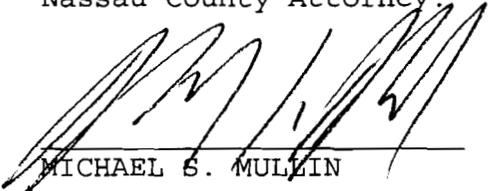
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

NICK D. DEONAS
Its: Chairman

ATTEST:

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

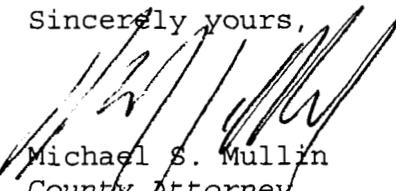
Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

Once these changes have been incorporated, please forward two originals to Joyce Bradley in the enclosed self-addressed envelope for processing. Upon complete execution by the County, we will provide you with one original for your files.

Sincerely yours,



Michael S. Mullin
County Attorney

MSM:jb

CC: Jack J. D'Amato
Walter D. Gossett

Had copy to Jolley in the Mail

OUR FAX NUMBER IS (904) 321-5795.

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

FROM: Joyce Bradley
FAX NUMBER: _____

TO: DAN M. SCAMM

DATE: 7-11-02 NUMBER OF PAGES (INCLUDING COVER) 4

FACSIMILE TRANSMISSIONAL SHEET



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



: BATCH
M : MEMORY
S : STANDARD

C : CONFIDENTIAL
L : SEND LATER
D : DETAIL

\$: TRANSFER
@ : FORWARDING
F : FINE

P : POLLING
E : ECM

JUL 11. 9:30AM 19042619933 GSES 1.107 P. 4 OK 556

DATE TIME ADDRESS MODE TIME PAGE RESULT PERSONAL NAME FILE

TTI N.C. CLERKS OFFICE

* * * TRANSMISSION RESULT REPORT (JUL. 11. 2002 9:31AM) * * *

Mt. Zion roadway design proposal by McCranie & Associates -
Contract changes as agreed July 10:

1. Under Use of Documents:
Last sentence should read: "...and/or expenses arising out of Nassau County's unauthorized use of said plans, drawings, specifications, and documents."
Also, "They shall not be used by the Client for other projects without the written agreement of McCranie and Associates..."
2. Under Limitation of Liability:
6th line ... "McCranie and Associates, Inc. to the Client shall not exceed the construction value of the project estimated to be \$230,000."
3. Under Indemnification:
On 4th line ... "against it, if any, by the Owner or any other third party, arising out of any negligence, and/or breach of contract..."
4. Include standard mediation language.
5. Under Payment:
Change 30 days to 45 days.



Nassau County Public Works
213 Nassau Place
Yulee, FL 32097

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

MEMORANDUM

TO: NICK DEONAS, CHAIRMAN

FROM: JACK D'AMATO, DIRECTOR OF PUBLIC WORKS

**SUBJECT: REQUEST FOR APPROVAL OF PROPOSAL
MT. ZION ROADWAY DESIGN**

DATE: JULY 5, 2002

.....

BACKGROUND:

Staff is in receipt of the proposal from McCranie & Associates, Inc. for the Mt. Zion Roadway Design. A CFD01 has been completed as per policy requirements.

RECOMMENDATION:

Staff requests the Board of County Commissioners to approve said proposal utilizing the funding source as the 503 District Impact Fee Transportation Account.

Tab II. D.

Consideration of Proposal From McCranie & Associates For Engineering Design Services For Mt. Zion Roadway Design

BACKUP TO BE PRESENTED AT THE MEETING



Nassau County Public Works
213 Nassau Place
Yulee, FL 32097

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

MEMORANDUM

TO: NICK DEONAS, CHAIRMAN

FROM: JACK D'AMATO, DIRECTOR OF PUBLIC WORKS

**SUBJECT: REQUEST FOR APPROVAL OF PROPOSAL
MT. ZION ROADWAY DESIGN**

DATE: JULY 5, 2002

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John Deonas

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



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

June 25, 2002

RECEIVED

JUN 25 2002

Mr. Jack D'Amato, P.E.
Nassau County Public Works Director
213 Nassau Place
Yulee, Fl. 32097

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Professional	\$65.00
Technical	\$45.00
Secretarial.....	\$35.00

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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
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- 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 so 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. Jack D'Amato 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. D'Amato, 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 L. McCranie, P.E.

President

N:\Docs\Proposals\MtZion.doc

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY:

Nassau County Board of County Commissioners

Accepted by: _____

Nick D. Deonas, Chairman

Title: _____

Date: _____

Attest:

Approved as to form:

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

Michael S. Mullin, County Attorney

M&A TASK BUDGET

Project Name: Mt. Zion Roadway Design **Project Number:** 2013
Client: Nassau County **Task Number:** 1
Task Description: Engineering Design **Type of Fee:** Fixed
Task Manager: Daniel McCranie

M&A LABOR							
Staff Type	# of Hours		Hourly Rate	Fee			
Officer	8.0		95	760			
Associate	5.0		90	450			
Sr. Professional	16.0		85	1,360			
Professional	70.0		65	4,550			
Construction Insp.			50				
Sr. Technical			60				
Technical			50				
Clerical	20.0		35	700			
Total	119.0			7,820			

SUBCONSULTANTS				
Name	Type	Cost	Markup %	Fee
Total				

TASK SUMMARY	# of Hours	Fee	Cost		
M&A Labor	119.0	7,820			
Subs	n/a				
Total	119.0	7,820			

NOTES:

*Design to coordinate with Ron Anderson &
 Scotts Trucking*

M&A TASK BUDGET

Project Name:

Mt. Zion Roadway Design

Client:

Nassau County

Task Description:

Permitting Services

Task Manager:

Daniel McCranie

Project Number:

2013

Task Number:

2

Type of Fee:

Fixed

M&A LABOR	Staff Type	# of Hours	Hourly Rate	Fee
Officer		2.0	95	190
Associate		2.0	90	180
Sr. Professional		10.0	85	850
Professional		30.0	65	1,950
Construction Insp.		4.0	50	200
Sr. Technical			60	
Technical			50	
Clerical		10.0	35	350
Total		58.0		3,720

SUBCONSULTANTS	Name	Type	Cost	Markup %	Fee
Total					

TASK SUMMARY	# of Hours	Fee	Cost
M&A Labor	58.0	3,720	
Subs	n/a		
Total	58.0	3,720	

NOTES:

M&A TASK BUDGET

Project Name: Mt. Zion Roadway Design **Project Number:** 2013
Client: Nassau County **Task Number:** 3
Task Description: Project Administration & Coordination **Type of Fee:** Hourly
Task Manager: Daniel McCranie

M&A LABOR							
Staff Type	# of Hours		Hourly Rate	Fee			
Officer	18.0		95	1,710			
Associate	2.0		90	180			
Sr. Professional	16.0		85	1,360			
Professional	10.0		65	650			
Construction Insp.	2.0		50	100			
Sr. Technical			60				
Technical			50				
Clerical	12.0		35	420			
Total	60.0			4,420			

SUBCONSULTANTS					
Name	Type	Cost	Markup %	Fee	
Total					

TASK SUMMARY	# of Hours	Fee	Cost		
M&A Labor	60.0	4,420			
Subs	n/a				
Total	60.0	4,420			

NOTES:

Includes coordination with designers of construction of Mt. Zion connector.

M&A TASK BUDGET

Project Name: Mt. Zion Roadway Design **Project Number:** 2013
Client: Nassau County **Task Number:** 4
Task Description: Geotechnical Services **Type of Fee:** Hourly
Task Manager: Daniel McCranie

M&A LABOR							
Staff Type	# of Hours		Hourly Rate	Fee			
Officer			95				
Associate			90				
Sr. Professional			85				
Professional			65				
Construction Insp.			50				
Sr. Technical			60				
Technical			50				
Clerical			35				
Total							

SUBCONSULTANTS					
Name	Type	Cost	Markup %	Fee	
Ellis & Associates		1,100	15.0%	1,265	
Total		1,100		1,265	

TASK SUMMARY	# of Hours	Fee	Cost	Profit	
				Amt.	%
M&A Labor					
Subs	n/a	1,265	1,100	165	
Total		1,265	1,100	165	13.0%

NOTES:

M&A PROJECT BUDGET
Worksheet for Reimbursable Estimate

Project Number: 2013

Task Description: Reimbursables Task Number: 10

% Markup on Reimbursables -----> 15.0%

Summary of Detailed Costs Below:

	<u>Cost</u>	<u>Fee</u>
Travel - Mileage	86.40	99.36
Travel - Meals		
Overnight Deliveries	40.00	46.00
Copies	38.48	44.25
Bluelines and Sepias		
Large Format Copies	936.00	1,076.41
Other Reprographics		
Other Reimbursable Items	<u>15.00</u>	<u>17.25</u>
Total Reimbursables	<u>1,115.88</u>	<u>1,283.27</u>
Rounded Fee Estimate		<u>1,300.00</u>

A. Travel - Mileage

From	To	# of Miles per Trip	# of Trips	Cost per Mile	Cost	Fee
Office	Client Office	4	4	0.30	4.80	5.52
Office	Agency #1 <i>SJRW</i>	20	2	0.30	72.00	82.80
Office	Agency #2			0.30		
Office	County	4	4	0.30	4.80	5.52
Office	Site	4	4	0.30	4.80	5.52
Total Mileage					<u>86.40</u>	<u>99.36</u>

B. Travel - Meals

	# of Meals	Avg Cost per Meal	Cost	Fee
Meals - Client				
Meals - Field Travel				
Total Meals				

C. Overnight Deliveries

	# of Deliveries	Avg Cost Each	Cost	Fee
UPS				
Fed Ex				
Courier	2	20.00	40.00	46.00
Total Overnight Deliveries			<u>40.00</u>	<u>46.00</u>

::

Reimbursable Expenses - Page 2 of 2

Project Number: 2013
Task Number: 10

D. Copies - Outside Note: Double Sided pages count as two pages.

Document	Size	# of Docs.	# of Pages per Doc	Cost per Page	Cost	Fee
Doc. #1	8.5 x 11-BW	7	15	0.045	4.73	5.44
Doc. #1	8.5 x 11-CL			0.850		
Doc. #2	8.5 x 11-BW			0.045		
Doc. #2	8.5 x 11-CL			0.850		
Doc. #2	8.5 x 14-BW			0.10		
	8.5 x 14-CL			0.95		
Doc. #3	11 x 17-BW	15	15	0.15	33.75	38.81
	11 x 17-CL			1.25		
Total Copies					<u>38.48</u>	<u>44.25</u>

E. Bluelines and Sepias

Type	Size	# of Copies	Sq. Ft. Each	Cost per Sq Ft	Cost	Fee
Bluelines	30 x 42		9	0.15		
Bluelines	24 x 36		6	0.15		
Bluelines	22 x 34		6	0.15		
Sepias-Paper				0.55		
Sepias-Mylar				3.15		
Total						

F. Large Format Copies

Type	Size	# of Copies	Sq. Ft. Each	Cost per Sq Ft	Cost	Fee
Bond	24 x 36	435	6	0.25	652.50	750.38
Vellums	24 x 36		6	0.90		
Mylar	24 x 36	15	6	3.15	283.50	326.03
Total					<u>936.00</u>	<u>1,076.41</u>

G. Other Reprographic Services

Description	# of Items	Cost per Item	Cost	Fee
Binding - GBC		2.75		
Mounting - Fomecore		35.00		
Other				
Total Other				

H. Other Items

Description	# of Items	Cost per Item	Cost	Fee
Legal Notices - Paper				
Aerials	3	5.00	15.00	17.25
Photos - Field				
Total Other Items			<u>15.00</u>	<u>17.25</u>

=====
10:33 Upon the recommendation of Mr. D'Amato to address Comprehensive Plan and access management issues, it was moved by Commissioner Howard, seconded by Commissioner Samus and unanimously carried to encumber \$238,954 from District 2 impact fees for a service road from Arrigo Boulevard to Mt. Zion Road; and \$85,000 for signalization at Blackrock Road and A1A.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DISCUSSION OF WIDENING OF MOUNT ZION CIRCLE
JULY 28, 1997, VERBATIM TRANSCRIPT

Chairman Crawford: There is a road in my district, it's just inside my district, actually; it's right across the street from Commissioner Cooper's. It needs to, by way of impact fees, it needs drastically to be expanded, widened. It needs to be a road that will in the end be a public safety issue. Boy, it's late, I can't get the words off my tongue. We've talked about the A1A corridor, (cough) excuse me, and how to protect that well into the future. Well, this is one of the primary elements of doing that because it will move some traffic that's currently having to cut across the median strip, it will move it down to where a signal is. It's a better alignment with Blackrock Road. It's absolutely growth related. A 503 impact fee justification has been prepared for the attorney's review. If we could have a motion approving that improvement of that road section.

Commissioner Kirkland: So moved, with the funding source from 502 or 503?

Chairman Crawford: 503

Commissioner Kirkland: 503 ok.

Chairman Crawford: There's a motion.

Commissioner Marshall: Second.

Chairman Crawford: There's a second. Any other discussion on the motion?

Clerk Oxley: You got the impact fees left?

_____ : I doubt it.

Chairman Crawford: We, my dear, have a lot.

Mr. Gossett: I checked Friday with Mary and as of the end of the last run report for impact fees which was June 30th there was \$310,680, I can't remember the final, but it was over \$310,000. We're asking to encumber \$35,000. Is that was the...

Clerk Oxley: It's your money.

_____ : Which road was that, Chip?

Chairman Crawford: No, it's not his money. It's our money. Excuse me, we're married in this one.

Commissioner Cooper: Which road is that?

Chairman Crawford: Mt. Zion Circle. Blackroad Road would continue right across to it. Right now it's used as just a residential server. Now, it will have a potential of going back and come back and run parallel eventually with A1A. That's the hope. It's got some real economic development attached to it. More than that, it's got some real safety issue attached to it.

Commissioner Deonas: What district is it in, 2 or 3?

Chairman Crawford: It's in 2. You may not remember but under the impact fees, Pete and I share 503. Now, there was a motion and a second. Is there any other discussion or questions or? Everybody feels honky dory? Clerk, call the vote.

Clerk Oxley:	Commissioner Deonas	aye
	Commissioner Cooper	aye
	Commissioner Kirkland	aye
	Commissioner Marshall	aye
	Chairman Crawford	aye

That was super. For that cooperation I have nothing else.



McCranie & Associates, Inc.

LAND DEVELOPMENT • ROADWAY DESIGN • PERMITTING

June 25, 2002

RECEIVED

JUN 25 2002

Mr. Jack D'Amato, P.E.
Nassau County Public Works Director
213 Nassau Place
Yulee, Fl. 32097

Re: Mt. Zion Roadway Design

Dear Mr. D'Amato:

McCranie & Associates is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to design and permit the access roadway along Mt. Zion adjacent to the proposed Chevrolet Dealership. This agreement is made as of June 25, 2002, by and between **Nassau County (Client) 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

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:

- Plan & Profile Sheets- The Plan & Profile Sheets will include pavement, parking, curbs and sidewalks with geometry for the centerline of roadway as well as profile for the roadway and ditches.
- Drainage Plans - The Drainage Plans will show existing and proposed improvements, spot elevations, stormwater collection system, drainage piping data, and proposed pavement.
- Cross Section Sheets – The Cross Section sheets will show cross sections of the roadway every 100 feet.
- 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 adjacent property owners, when needed, to facilitate the permitting process. This also includes the coordination with the engineering company designing the portion of the Mt. Zion connector from our stopping point to Arrigo Blvd.

Task 4 – Geotechnical Services

McCranie & Associates, Inc. shall have a licensed geotechnical engineer perform the required soil borings for the drainage pond design.

PROFESSIONAL FEES

Our fees are outlined as follows:

Task 1	Engineering Design (fixed fee)	\$ 7,820
Task 2	Permitting Services (fixed fee)	\$ 3,720
Task 3	Project Administration and Coordination (fixed fee)	\$ 4,420
Task 4	Geotechnical Services (fixed fee)	\$ 1,265
	Reproduction Expense (fixed fee)	\$ 1,300
	TOTAL FEE:	\$ 18,525

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, 2002, 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.

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- 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. Jack D'Amato 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. D'Amato, 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 J. McCranie, P.E.
President

N:\Docs\Proposals\MtZion.doc

CONFIRMED AND ACCEPTED FOR NASSAU COUNTY:

Accepted by: _____

Title: _____

Date: _____

M&A TASK BUDGET

Project Name:	Mt. Zion Roadway Design	Project Number:	2013
Client:	Nassau County	Task Number:	1
Task Description:	Engineering Design	Type of Fee:	Fixed
Task Manager:	Daniel McCranie		

M&A LABOR Staff Type	# of Hours	Hourly Rate	Fee			
Officer	8.0	95	760			
Associate	5.0	90	450			
Sr. Professional	16.0	85	1,360			
Professional	70.0	65	4,550			
Construction Insp.		50				
Sr. Technical		60				
Technical		50				
Clerical	20.0	35	700			
Total	119.0		7,820			

SUBCONSULTANTS Name	Type	Cost	Markup %	Fee
Total				

TASK SUMMARY	# of Hours	Fee	Cost		
M&A Labor	119.0	7,820			
Subs	n/a				
Total	119.0	7,820			

NOTES:

Design to coordinate with Ron Anderson &
Scotts Trucking

M&A TASK BUDGET

Project Name: Mt. Zion Roadway Design
Client: Nassau County
Task Description: Permitting Services
Task Manager: Daniel McCranie

Project Number: 2013
Task Number: 2
Type of Fee: Fixed

M&A LABOR Staff Type	# of Hours		Hourly Rate	Fee			
Officer	2.0		95	190			
Associate	2.0		90	180			
Sr. Professional	10.0		85	850			
Professional	30.0		65	1,950			
Construction Insp.	4.0		50	200			
Sr. Technical			60				
Technical			50				
Clerical	10.0		35	350			
Total	58.0			3,720			

SUBCONSULTANTS Name	Type	Cost	Markup %	Fee
Total				

TASK SUMMARY	# of Hours	Fee	Cost		
M&A Labor	58.0	3,720			
Subs	n/a				
Total	58.0	3,720			

NOTES:

M&A TASK BUDGET

Project Name: Mt. Zion Roadway Design **Project Number:** 2013
Client: Nassau County **Task Number:** 3
Task Description: Project Administration & Coordination **Type of Fee:** Hourly
Task Manager: Daniel McCranie

M&A LABOR Staff Type	# of Hours		Hourly Rate	Fee			
Officer	18.0		95	1,710			
Associate	2.0		90	180			
Sr. Professional	16.0		85	1,360			
Professional	10.0		65	650			
Construction Insp.	2.0		50	100			
Sr. Technical			60				
Technical			50				
Clerical	12.0		35	420			
Total	60.0			4,420			

SUBCONSULTANTS Name	Type	Cost	Markup %	Fee
Total				

TASK SUMMARY	# of Hours	Fee	Cost		
M&A Labor	60.0	4,420			
Subs	n/a				
Total	60.0	4,420			

NOTES:

Includes coordination with designers of continuation of Mt. Zion connector.

M&A TASK BUDGET

Project Name:	Mt. Zion Roadway Design	Project Number:	2013
Client:	Nassau County	Task Number:	4
Task Description:	Geotechnical Services	Type of Fee:	Hourly
Task Manager:	Daniel McCranie		

M&A LABOR	# of Hours	Hourly Rate	Fee			
Staff Type						
Officer		95				
Associate		90				
Sr. Professional		85				
Professional		65				
Construction Insp.		50				
Sr. Technical		60				
Technical		50				
Clerical		35				
Total						

SUBCONSULTANTS	Name	Type	Cost	Markup %	Fee
	Ellis & Associates		1,100	15.0%	1,265
Total			1,100		1,265

TASK SUMMARY	# of Hours	Fee	Cost	Profit	
				Amt.	%
M&A Labor					
Subs	n/a	1,265	1,100	165	
Total		1,265	1,100	165	13.0%

NOTES:

**M&A PROJECT BUDGET
Worksheet for Reimbursable Estimate**

Project Number: 2013

Task Description: Reimbursables

Task Number: 10

% Markup on Reimbursables -----> 15.0%

Summary of Detailed Costs Below:

	<u>Cost</u>	<u>Fee</u>
Travel - Mileage	86.40	99.36
Travel - Meals		
Overnight Deliveries	40.00	46.00
Copies	38.48	44.25
Bluelines and Sepias		
Large Format Copies	936.00	1,076.41
Other Reprographics		
Other Reimbursable Items	<u>15.00</u>	<u>17.25</u>
Total Reimbursables	<u>1,115.88</u>	<u>1,283.27</u>
Rounded Fee Estimate		<u>1,300.00</u>

A. Travel - Mileage

From	To	# of Miles per Trip	# of Trips	Cost per Mile	Cost	Fee
Office	Client Office	4	4	0.30	4.80	5.52
Office	Agency #1 <i>SJRWHB20</i>		2	0.30	72.00	82.80
Office	Agency #2			0.30		
Office	County	4	4	0.30	4.80	5.52
Office	Site	4	4	0.30	4.80	5.52
Total Mileage					<u>86.40</u>	<u>99.36</u>

B. Travel - Meals

	# of Meals	Avg Cost per Meal	Cost	Fee
Meals - Client				
Meals - Field Travel				
Total Meals				

C. Overnight Deliveries

	# of Deliveries	Avg Cost Each	Cost	Fee
UPS				
Fed Ex				
Courier	2	20.00	40.00	46.00
Total Overnight Deliveries			<u>40.00</u>	<u>46.00</u>

Reimbursable Expenses - Page 2 of 2

Project Number: 2013
Task Number: 10

D. Copies - Outside Note: Double Sided pages count as two pages.

Document	Size	# of Docs.	# of Pages per Doc	Cost per Page	Cost	Fee
Doc. #1	8.5 x 11-BW	7	15	0.045	4.73	5.44
Doc. #1	8.5 x 11-CL			0.850		
Doc. #2	8.5 x 11-BW			0.045		
Doc. #2	8.5 x 11-CL			0.850		
Doc. #2	8.5 x 14-BW			0.10		
	8.5 x 14-CL			0.95		
Doc. #3	11 x 17-BW	15	15	0.15	33.75	38.81
	11 x 17-CL			1.25		
Total Copies					<u>38.48</u>	<u>44.25</u>

E. Bluelines and Sepias

Type	Size	# of Copies	Sq. Ft. Each	Cost per Sq Ft	Cost	Fee
Bluelines	30 x 42		9	0.15		
Bluelines	24 x 36		6	0.15		
Bluelines	22 x 34		6	0.15		
Sepias-Paper				0.55		
Sepias-Mylar				3.15		
Total						

F. Large Format Copies

Type	Size	# of Copies	Sq. Ft. Each	Cost per Sq Ft	Cost	Fee
Bond	24 x 36	435	6	0.25	652.50	750.38
Vellums	24 x 36		6	0.90		
Mylar	24 x 36	15	6	3.15	283.50	326.03
Total					<u>936.00</u>	<u>1,076.41</u>

G. Other Reprographic Services

Description	# of Items	Cost per Item	Cost	Fee
Binding - GBC		2.75		
Mounting - Fomecore		35.00		
Other				
Total Other				

H. Other Items

Description	# of Items	Cost per Item	Cost	Fee
Legal Notices - Paper				
Aerials	3	5.00	15.00	17.25
Photos - Field				
Total Other Items			<u>15.00</u>	<u>17.25</u>

NOTICE TO PROCEED

TO: **McCRANIE & ASSOCIATES, INC.**
2680 Christian Way
Yulee, FL 32097

Date: July 15, 2002

**PROJECT: Professional
Engineering Services
Mt. Zion Roadway Design**

Pursuant to the Agreement entered into the 10th day of July 2002 between Nassau County, Florida and McCranie & Associates, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary professional engineering services in connection with the design and permitting of the access roadway along the Mt. Zion roadway. The costs for said work shall not exceed \$19,000.

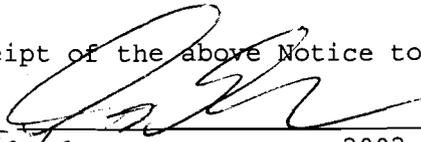
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By:  this the 16 day of July, 2002.

By: Don McCranie
Title: President