

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of this 11th day of June, 2003, between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, ("Owner"), and Enviroengineering, Inc., 109 Azalea Point Drive South, Ponte Vedra, FL 32082 ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for professional environmental services with respect to the following Nassau County roadways: MINER ROAD (the "Project"). Engineer is to observe and verify existing conditions at the Project Site to prepare a Contamination Assessment Plan (CAP) for acceptance by the Florida Department of Environmental Protection (FDEP).

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

**1. BASIC SERVICES OF ENGINEER.**

**1.1 General.**

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

After written authorization to proceed, Engineer shall prepare a CAP to address requirements as outlined in published FDEP guidelines. Prior to submittal to FDEP, this CAP shall be submitted to the Owner for review. Upon Owner's approval, Engineer shall submit CAP to FDEP for subsequent review and approval. Engineer may conduct one onsite meeting with FDEP only for the purpose of streamlining the CAP requirements.

**2. SCHEDULE.**

Upon authorization to proceed, Engineer shall submit to Owner a proposed Schedule of Events ("Schedule"). The Engineer shall to the best of its ability accomplish the work within the Schedule. If the engineer fails to

perform within the Schedule and the failure to perform is determined by mediation in accordance with the provisions of Section 10.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

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

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

- 3.1 Owner designates the Director of Engineering Services or his designee as Owner's authorized representative (hereinafter "Owner's Designee") (hereinafter collectively, referred to as "Owner") with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.
- 3.2 Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.3 Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 3.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of any attorney, and other consultants as owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 3.6 Give prompt written notice to Engineer whenever Owner or its designee observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in Engineer's services.

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

3.8 Bear all costs incident to compliance with requirements of this Section 3.

4. **PERIODS OF SERVICE.**

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

4.2 If Owner or its designee has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably to be agreed upon by Owner or its designee and Engineer.

5. **PAYMENTS TO ENGINEER.**

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

5.1.1 For Basic Services. Owner shall pay Engineer for Basic Services rendered a lump sum fee of \$ 350.00 for all Basic Services.

5.1.2 For Additional Services. If beneficial to the Owner, Engineer may conduct one meeting with FDEP representatives at a cost of \$150.00. Owner shall pay Engineer for Additional Services as required by Owner, rendered herein, Additional Services Provided by Engineer shall have the prior written approval of owner or its designee.

5.2 **Payments.**

5.2.1 If Owner or its designee fails to make any payment due Engineer for services and expenses within forty five (45) days after receipt of Engineer's statement therefor, the amounts due Engineer will be increased at the rate of one and one-half (1½ %) percent per month from said forty-fifth (45<sup>th</sup>) day, and in addition, Engineer may, after giving seven (7) days written notice to Owner or its designee, suspend services under this Agreement until Engineer has been paid in full all amounts due to services, expenses and charges, including all accrued by unpaid interest without Engineer incurring liability due to such suspension.

5.2.2 In the event of termination by Owner or its designee under Paragraph 6.1, Engineer shall be compensated

pursuant to a mutually agreed upon percentage of completion of the project.

**6. TERMINATION OR SUSPENSION.**

- 6.1 Engineer shall be considered in material default of this Agreement and such default will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Engineer or by any of Engineer's principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations, or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The Owner may so terminate this Agreement, in whole or in part, by giving the Engineer seven (7) calendar days' written notice.
- 6.2 If, after notice of termination of this Agreement as provided for in Paragraph 6.1 above, it is determined for any reason that Engineer was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Engineer provided for in Paragraph 6.1, then the Notice of Termination given pursuant to Paragraph 6.1 shall be deemed to be the Notice of Termination provided for in Paragraph 6.3 below and Engineer's remedies against Owner shall be the same as and limited to those afforded Engineer in Paragraph 6.3 below.
- 6.3 Owner shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days' written notice to Engineer. In the event of such termination of convenience, Engineer's recovery against Owner shall be limited to that portion of the Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination, but Engineer shall not be entitled to any other or further recovery against Owner, including, but not limited to, anticipated fees or profit on work not required to be performed.
- 6.4 Upon termination, the Engineer shall deliver to Owner all original papers, records, documents, drawings, calculations, models, and other materials in Engineer's

possession or control arising out of or relating to this Agreement.

6.5 The Owner shall have the power to suspend all or any portions of the services to be provided by Engineer hereunder upon giving Engineer two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Engineer's sole and exclusive remedy shall be to seek an extension of time to its schedule.

6.6 **Force Majeure.**

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

6.7 **Reuse of Documents.**

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

6.8 **Insurance.**

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

<del>Workers Compensation &amp; Employers' Liability</del>	<del>Statutory</del>
ENVIRONEERING, INC. is exempt from Workers Compensation	
General Liability Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000/\$1,000,000
& Employer's Liability pursuant to enclosure (1).	
Automobile Liability Bodily Injury/ Property Damage Combined	\$1,000,000/\$1,000,000
Professional Liability including errors and omissions)	\$1,000,000/\$1,000,000

All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

6.8.1 The term "The Board of County Commissioners for Nassau County, Florida", shall include Nassau County, Florida, a political subdivision of the State of Florida, and all authorities, Board, Bureaus, Commissioners, Divisions, Departments and Offices thereof, and all individual members and employees thereof in their official capacity, and/or while acting on behalf of either Nassau County, Florida, or the Board of County Commissioners of Nassau County, Florida.

a certificate holder pursuant to enclosure (2)

6.8.2 All insurance policies, other than the Professional Liability policy and the workers' Compensation policy, provided by Engineer to meet the requirements of this Agreement shall name the Board of County Commissioners of Nassau County, Florida, as that name is defined in 6.8.1 above, as ~~an additional insured as to the operations of the Engineer under the Contract Documents, and shall contain a severability of interests provisions.~~

#### 6.9 Controlling Law.

6.9.1 This agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced, pursuant to the laws of the State of Florida, and ordinances or regulations of the County of Nassau. Venue for any litigation arising from this Agreement shall be in Nassau County, Florida.

6.9.2 Owner and Engineer hereby knowingly, voluntarily and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed

three (3) days after depositing such notice in postal receptacles return receipt requested, or one (1) day after depositing such notice with reputable overnight courier services. Either party may designate in writing such other address as shall be given by written notice.

If to Owner:

Nassau County Engineering Services Department  
213 Nassau Place  
Yulee, Florida 32097  
Attn: José R. Deliz, Engineering Services Director

If to Engineer:

Tim Rudolph  
Environeering, Inc.  
109 Azalea Point Drive South  
Ponte Vedra, FL 32082

**7.5 No Partnerships.**

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

**7.6 Counterparts.**

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

**7.7 Securing Agreement.**

7.7.1 Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the ward or making of this Agreement.

in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

**6.10 Subletting, Assignment and Transfer.**

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

**7. SPECIAL PROVISIONS AND EXHIBITS.**

**7.1 Indemnification.**

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

7.1.2 The Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and persons employed by or utilized by the Engineer in the performance of this Agreement.

7.1.3 The remedy provided to an indemnitee by Paragraph 7.1.2 shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

7.1.4 The remedy provided to an indemnitee by this Agreement shall survive this Agreement and shall not be limited in any manner by acceptance, final completion, or final payment.

7.1.5 A claim for indemnity pursuant to this Agreement shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning, or construction of an improvement to real property.

7.1.6 The provisions of Section 7.1 are severable and if, for any reason, any one or more of the provisions contained in the Section shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy, or unenforceable in any respect, the invalidity, illegality, being against public policy, or unenforceability shall not affect any other provision of this Section which shall remain in effect and be construed as if the invalid, illegal, against public policy, or unenforceable provision had never been contained in the Section.

**7.2 Dispute Resolution.**

Any dispute arising under this Agreement, 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 Engineer. 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.

**7.3 Partial Invalidity.**

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

**7.4 Notices.**

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinbelow given. Any notice shall be deemed delivered upon hand delivery or

7.8 Entire Agreement.

This Agreement together with the exhibits identified above constitute the entire Agreement (consisting of pages 1 through 10, inclusive) between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

OWNER:

ENGINEER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

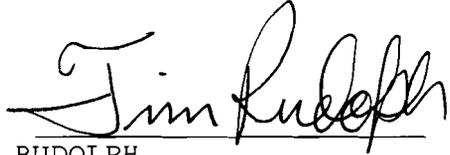
Environeering, Inc.

BY:



VICKIE SAMUS  
Its: Chairman

BY:



TIM RUDOLPH

ATTEST:



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

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

h/anne/agreements/miner-road-environeering

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION  
FROM FLORIDA WORKERS' COMPENSATION LAW

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE 12/13/2001  
EXPIRATION DATE 12/13/2003  
EXEMPTED INDIVIDUAL NAME RUDOLPH TIMOTHY W  
S.S. 267-06-9344  
BUSINESS NAME ENVIRONEERING INC  
FEIN 593452591  
BUSINESS ADDRESS 109 AZALEA POINT DRIVE SOUTH  
PONTE VEDRA BEACH FL 32082

NOTE: Pursuant to Chapter 440.10(1),(g),2 F.S., a sole proprietor, partner, or an officer of a corporation who elects exemption from the Florida Workers' Compensation Law may not recover benefits or compensation under Chapter 440.

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION  
FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE DATE 12/13/2001

EXPIRATION DATE 12/13/2003

EXEMPTED PERSON LAST NAME RUDOLPH

FIRST NAME TIMOTHY W

SOCIAL SECURITY NUMBER 267-06-9344

BUSINESS NAME ENVIRONEERING INC

FEDERAL IDENTIFICATION NUMBER 593452591

BUSINESS ADDRESS 109 AZALEA POINT DRIVE SOUTH  
PONTE VEDRA BEACH FL 32082



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NOTE: Pursuant to chapter 440.10(1),(g),2, F.S., a sole proprietor, partner, or officer of a corporation who elects exemption from the Florida Workers' Compensation Law may not recover benefits or compensation under Chapter 440.

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ENCLOSURE (1)

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION  
FROM FLORIDA WORKERS' COMPENSATION LAW

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation Law.

EFFECTIVE DATE 12/13/2001  
EXPIRATION DATE 12/13/2003  
EXEMPTED INDIVIDUAL NAME RUDOLPH JEANETTE  
S.S. 265-87-2426  
BUSINESS NAME ENVIRONEERING INC  
FEIN 593452591  
BUSINESS ADDRESS 109 AZALEA POINT DRIVE SOUTH  
PONTE VEDRA BEACH FL 32082

NOTE: Pursuant to Chapter 440.10(1),(g),2 F.S., a sole proprietor, partner, or an officer of a corporation who elects exemption from the Florida Workers' Compensation Law may not recover benefits or compensation under Chapter 440.

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA  
DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY  
DIVISION OF WORKERS' COMPENSATION

CONSTRUCTION INDUSTRY CERTIFICATE OF EXEMPTION  
FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE DATE 12/13/2001

EXPIRATION DATE 12/13/2003

EXEMPTED PERSON LAST NAME RUDOLPH

FIRST NAME JEANETTE

SOCIAL SECURITY NUMBER 265-87-2426

BUSINESS NAME ENVIRONEERING INC

FEDERAL IDENTIFICATION NUMBER 593452591

BUSINESS ADDRESS 109 AZALEA POINT DRIVE SOUTH

PONTE VEDRA BEACH FL 32082



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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MS  
ENVIRO1

DATE (MM/DD/YY)  
06/24/03

**PRODUCER**  
Bissell & Associates Ins., Inc.  
3515 Hendricks Ave.  
Jacksonville FL 32207  
Phone: 904-396-1711 Fax: 904-396-4980

**INSURED**  
Enviroengineering, Inc.  
Mr. Tim Rudolph  
1735 Emerson Street  
Jacksonville FL 32207

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**

INSURER A: Gulf Underwriters Ins. Co.  
INSURER B: The United Fire Group  
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	60-081 055	06/28/03	06/28/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		06/28/03	06/28/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	2003-013	01/13/03	01/13/04	Per Claim 1,000,000 Aggregate 2,000,000
	Errors & Omission				
	Ded. \$2500/Claim				

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

<b>CERTIFICATE HOLDER</b>	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
NASSAUC Nassau County Board of County Commissioners Jose Deliz 213 Nassau Place Yulee FL 32097		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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. AUTHORIZED REPRESENTATIVE

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MS  
ENVIRO1

DATE (MM/DD/YY)  
06/18/03

**PRODUCER**  
Bissell & Associates Ins., Inc.  
3515 Hendricks Ave.  
Jacksonville FL 32207  
Phone: 904-396-1711 Fax: 904-396-4980

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**INSURERS AFFORDING COVERAGE**

**INSURED**  
Enviroengineering, Inc.  
Mr. Tim Rudolph  
1735 Emerson Street  
Jacksonville FL 32207

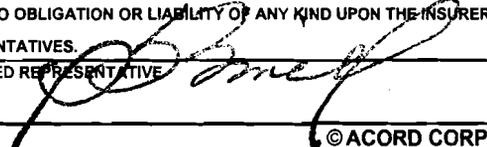
INSURER A: Gulf Underwriters Ins. Co.  
INSURER B: The United Fire Group  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY		06/28/03	06/28/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input 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) \$
B	<input checked="" type="checkbox"/> HIRED AUTOS				
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Errors & Omission Ded. \$2500/Claim	2003-013	01/13/03	01/13/04	Per Claim 1,000,000 Aggregate 2,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>N</b> ADDITIONAL INSURED; INSURER LETTER: <u>NASSAUC</u>	<b>CANCELLATION</b>
Nassau County Board of County Commissioners Jose Deliz 213 Nassau Place Yulee FL 32097		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. AUTHORIZED REPRESENTATIVE 



Nassau County Engineering Services  
213 Nassau Place  
Yulee, Florida 32097

José R. Deliz, P.E.  
Director

## MEMORANDUM

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To: Joyce Bradley  
From: José R. Deliz *JRD*  
Date: June 26, 2003  
Subject: Environering Certificate of Insurance

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As directed by Mr. Oxley, attached is subject certificate for the consultant hired to perform the preliminary contamination assessment report for Miner Road.

Cc: Dawn Stevenson



109 AZALEA POINT DRIVE SOUTH • PONTE VEDRA BEACH • FLORIDA • 32082

Miner Road Project:

Schedule of Events:

<u>Date</u>	<u>Action Item</u>
June 30, 2003	– Contract execution.
July 15, 2003	– Complete site interviews with county employees and review of existing documents.
July 30, 2003	– Enviroengineering, Inc. submits draft PCAP to Nassau County for comments.
August 15, 2003	– Nassau County comment completion date for submittal to Enviroengineering, Incorporated.
August 22, 2003	– Final revision of PCAP by Enviroengineering, Incorporated submitted to Nassau County.

*Timothy W. Rudolph*

*6/30/03*