

AMENDMENT #2
AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES
ASSIGNMENT OF AGREEMENT

This Amendment is entered into this 17th day of December, 2003, to amend the Agreement entered into by and between the County of Nassau, Florida (COUNTY) and Ivey Harris & Walls of 631 South Orlando Avenue, Suite 200, Winter Park, Florida 32789 (CONSULTANT).

NOW, THEREFORE, FOR AND IN CONSIDERATION OF TEN AND NO/100 Dollars and other mutually agreed upon consideration, the parties hereto agree as follows:

1. WHEREAS, the County entered into an agreement with Ivey, Harris, & Walls, (Consultant) on the 19th day of August 2002 for the Consultant to prepare, submit, and assist in the processing of the Areawide Development of Regional Impact for the Yulee Area DRI; and
2. WHEREAS, Joel Ivey was the basis for the award of the contract to Ivey, Harris, and Walls, Inc.; and
3. WHEREAS, Joel Ivey has sold his firm and formed Ivey Planning Group; and
4. WHEREAS, this amendment is necessary in order to change the name and to assign the contract entered into on August 19, 2002 from Ivey, Harris and Walls, Inc. to Ivey Planning Group, whose address is 1101 N. Lake Destiny Dr., Maitland and 32752

*Work complete
Feb 16, 2002*

5. WHEREAS, the Resolution of Ivey, Harris and Walls, Inc. is attached hereto as Exhibit A; and


6. WHEREAS, the fee schedule for the services is attached hereto as Exhibit B.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the covenants and provisions set forth in the Agreement to be kept and performed by each party, it is agreed to assign the contract entered into on August 19, 2002 from Ivey, Harris and Walls, Inc. to Ivey Planning Group.

The remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement, the date and year first above written.

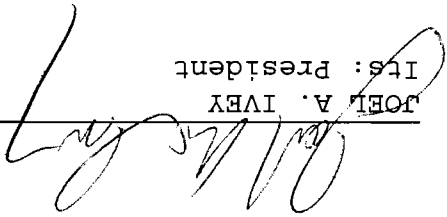
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


VICKIE SAMUS
Its: Chairman

ATTEST:

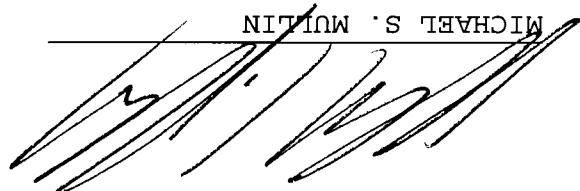

J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

JOEL A. IVEY
 Its: President



IVEY PLANNING GROUP

Approved as to form by the
 Nassau County Attorney:



MICHAEL S. MURLIN



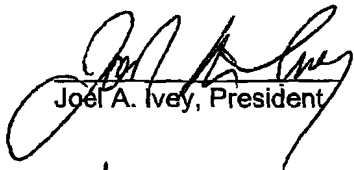
Exhibit A

RESOLUTION OF IVEY, HARRIS AND WALLS, INC.

The undersigned Board of Directors of Ivey, Harris and Walls, Inc., representing a majority of the shareholders, do hereby consent to an assignment of the following contract to Ivey Planning Group.

Yulee Development of Regional Impact; Comprehensive Plan Amendment; Zoning

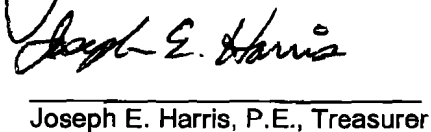
The Board authorizes Joel Ivey to request of Nassau County that the remainder of the contract be assigned to Ivey Planning Group. Ivey, Harris and Walls, Inc., acknowledges that the November, 2003 invoice will be the last invoice filed by IHW under this contract and that future invoices will be by Ivey Planning Group. It is our understanding that Ivey Planning Group will assume all responsibilities for assuming these contracts to include performance and invoicing.


Joel A. Ivey, President

Nov 24 2003
DATE


Jon D. Walls, Secretary

11/24/03
DATE


Joseph E. Harris, P.E., Treasurer

11-24-03
DATE

EXHIBIT B
PROPOSED PLANNING SERVICES
FEE SUMMARY

AREAWIDE DRI	\$363,383
PUD REZONING	21,300
COMPREHENSIVE PLAN AMENDMENT	24,825
LAND DEVELOPMENT REGULATIONS REVIEW.	6,000
ADDITION OF AREA 2	49,020
GRAND TOTAL	\$457,528

RECEIVED
11/25/03
by [signature]



Mr. Mike Mullins
Nassau County Attorney
213 Nassau Place
Yulee, Florida 32097

RE: Assignment of Contract

Dear Mr. Mullins:

Attached is a resolution by the IHW Board of Directors requesting that the following contract be assigned to Ivey Planning Group:

-Professional Planning Services for the Yulee DRI

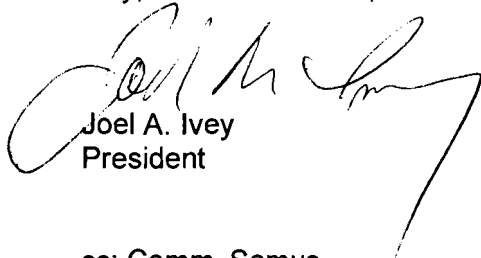
The request is made necessary by the purchase of IHW by a firm from the Ft. Lauderdale area. As a condition of the sales contract, I have agreed to leave the firm. The sales contract further stipulates that I may keep whatever clients choose to stay with me. I would like to assume the responsibilities remaining in the above referenced contract.

I have incorporated a new firm, Ivey Planning Group that will employ ten people. I will be assuming IHW's office in Daytona Beach and will also open an office in Maitland, Florida. If the assignment of this contract is acceptable, I would keep the subconsultants I have working with me. These subconsultants include Ghyabi & Associates and McKim and Creed Engineers.

Please call should you need further information concerning this request.
Thank you for your help.

Sincerely,

Ivey, Harris and Walls, Inc.


Joel A. Ivey
President

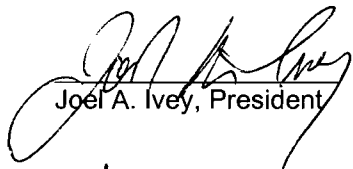
cc: Comm. Samus

RESOLUTION OF IVEY, HARRIS AND WALLS, INC.

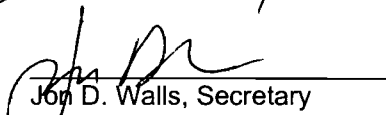
The undersigned Board of Directors of Ivey, Harris and Walls, Inc., representing a majority of the shareholders, do hereby consent to an assignment of the following contract to Ivey Planning Group.

Yulee Development of Regional Impact; Comprehensive Plan Amendment; Zoning

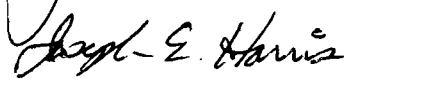
The Board authorizes Joel Ivey to request of Nassau County that the remainder of the contract be assigned to Ivey Planning Group. Ivey, Harris and Walls, Inc., acknowledges that the November, 2003 invoice will be the last invoice filed by IHW under this contract and that future invoices will be by Ivey Planning Group. It is our understanding that Ivey Planning Group will assume all responsibilities for assuming these contracts to include performance and invoicing.


Joel A. Ivey, President

Nov, 24, 2003
DATE


Jon D. Walls, Secretary

11/24/03
DATE


Joseph E. Harris, P.E., Treasurer

11-24-03
DATE



IVEY PLANNING GROUP, LLC
PLANNING, LANDSCAPE ARCHITECTURE, ECOLOGICAL SERVICES

6/28/04

June 24, 2004

Mr. Mike Mullin
County Attorney
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035

Re: Request for Additional Services/Fees

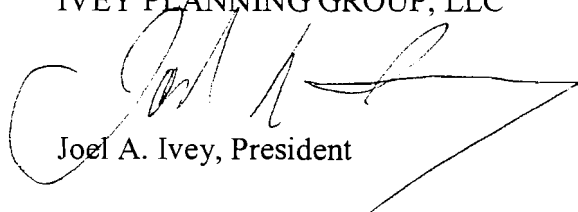
Dear Mr. Mullin:

Recent changes to the building program by the County coupled with the tremendous size of the overall project area, have necessitated some changes to our firm's scope of services. In order to obtain approval of the CPA and DRI, we anticipate (per our meeting with DCA on 6/22/04) having to host a series of negotiations with the FDOT, the DCA, and the NEFRC. The increased scope of work includes the following additional services:

- 2 additional workshops with the County
- 10 additional meetings with regulatory agencies
- Drafting of DRI development order

While an exact number is difficult to determine due to the uniqueness of the project, the additional services described herein shall not exceed \$50,000. We therefore respectfully request an adjustment from our original fee of \$457,528 to add the above amount. If approved our contract would be increased to \$507,528 (10.9%). Despite the length and complexity of the project, the County has made tremendous progress with this effort and final stages are in clear view. Please let me know if you have questions regarding this amendment to our scope or the process that lies ahead. We look forward to the NEFRC hearing in August.

Sincerely,
IVEY PLANNING GROUP, LLC



Joel A. Ivey, President

6/28/04
Denise
CS

5/21/04



IVEY PLANNING GROUP, LLC
PLANNING, LANDSCAPE ARCHITECTURE, ECOLOGICAL SERVICES

Mr. Mike Mullin
County Attorney
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035

Re: Request for Additional Services/Fees

Dear Mr. Mullin:

My company requests a modification to our contract to reflect an increased scope of work. The increased scope of work includes the following additional services:

- Two combined commission/P&Z workshops
- One workshop with P&Z/LPA (March 8, 2004)
- One meeting with the School Board + drafting and review of edits (March 26)
- One meeting with Mr. Cook and the efforts we expended on his behalf to get him included in the DRI (Feb. 10, 2004)
- One day in the field with the Florida Fish and Wildlife Conservation Commission to review the proposed conservation areas (March 10, 2004)
- One day of meetings with the staff of the NEFRPC (March 11, 2004)
- One meeting in Tallahassee with the FDOT and FDCA (March 26, 2004)
- One meeting and "tour" with Mike McDaniel of the DCA in Nassau County (Feb. 10, 2004)
- One meeting with Rayonier and FFWCC at Rayonier's offices (Feb. 19, 2004)
- One meeting with JEA to resolve water and sewer supply/disposal issues (April 15, 2004)
- One meeting with citizens (five of them) concerning comprehensive plan amendment and the "opt out" option of the DRI (March 8, 2004)
- Multiple changes to the master plan and its District boundaries to reflect commission, citizen, and staff direction.
- Drafting of DRI development order

I also believe that we will need to spend more time with the DCA staff, with Rayonier, with the NEFRPC, the FDOT, and your staff to conclude this effort. We anticipate having to have a series of negotiations with the FDOT, the FDCA, and the NEFRPC to get approval of the CPA and DRI. I have estimated that the cost of the above activities is \$37,400. We therefore respectfully request an adjustment from our original fee of \$457,528 to add the above amount. If approved our contract would be increased to \$494,928 (8.2%). Thank you for your consideration and please let me know if you have questions.

Sincerely,
Ivey Planning Group

Joel A. Ivey, President

5-24-04
Address with Rayland
& bring back to board

AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

This Amendment is entered into this 12th day of March, 2003, by and between the County of Nassau, Florida (COUNTY) and Orlando Ivey Harris & Walls of 631 South ~~Orange~~ Avenue, Suite 200, Winter Park, Florida 32789 (CONSULTANT).

WHEREAS, the County entered into an agreement with Ivey, Harris, & Walls, (Consultant) on the 19th day of August 2002 for the Consultant to prepare, submit, and assist in the processing of the Areawide Development of Regional Impact for the Yulee Area DRI; and

WHEREAS, it is necessary to amend the contract to add Area 2 to the DRI, which increased the approximate acreage in the DRI area by over 200% from 12,221 to 37,208 acres; and

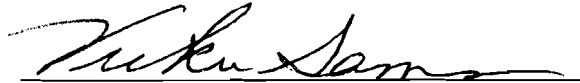
WHEREAS, it is necessary to amend Exhibit A to the contract to compensate Consultant for the addition of Area 2.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the covenants and provisions set forth in the Agreement to be kept and performed by each party, it is agreed to amend the Exhibit A of the Agreement as attached hereto.

The remaining provisions of the contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement, the date and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




VICKIE SAMUS
Its: Chairman

ATTEST:

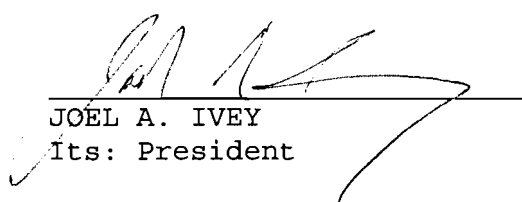


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

IVEY, HARRIS & WALLS, INC.


JOEL A. IVEY
Its: President

REVISED
EXHIBIT A
PROPOSED PLANNING SERVICES
FEE SUMMARY

AREAWIDE DRI	\$363,383
PUD REZONING	21,300
COMPREHENSIVE PLAN AMENDMENT	24,825
LAND DEVELOPMENT REGULATIONS REVIEW.	6,000
ADDITION OF AREA 2	49,020
GRAND TOTAL	\$457,528

IV. RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the professional and technical accuracy and the coordination of all data, reports and any other service furnished by the consultant under this contract. The Consultant shall without additional cost to the County correct or revise any errors or deficiencies for which it is responsible.

V. REUSE OF DOCUMENTS

Providing that applicable payment to the Consultant, in accordance with the terms of this contract has been made, the County shall have unlimited rights, for the benefit of the County, in all reports, statistical data, specifications, notes and other Consultant's work produced in the performance of this contract, or in contemplation thereof, including the right to use same on any other County work. All documents prepared by the Consultant for specific purpose intended will be at the County's risk. Any such verification or adaptation, if requested by the County, will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

VI. EXPERT WITNESS

The Consultant shall serve as an expert or professional witness for the County in any legal proceedings arising in connection with this contract, if the County so requests. The expert or professional witness fee for Consultant shall be as set forth in Exhibit "B" attached hereto and made a part hereof.

VII. COMPENSATION

The Consultant shall be paid a fixed fee as full compensation for all services, labor and material required thereby, and for all expenditures and expenses normally incurred in the performance of the project, except as are otherwise expressly provided herein. Total compensation for the services required herein shall be the lump sum of \$408,508.00; as further described in Exhibit A, attached hereto.

VIII. METHOD OF PAYMENT

The Consultant shall submit a monthly statement for professional services rendered to the date of statement. The monthly statements shall reflect the Consultant's services actually completed at the time of billing. Such estimates are to be prepared by the Consultant and accompanied by such supporting data as may be required by the County Representative. County Representative shall review the Consultant's statement and advise within fifteen (15) days from receipt if any amounts requested are disputed or insufficiently supported.

Within forty-five (45) days of acceptance by the County Representative of the work for which Consultant has submitted the monthly statement of professional services, the Consultant will be paid the unpaid balance of any money due for work covered by said statement.

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This contract is entered by and between the County of Nassau, Florida (COUNTY) and Ivey Harris & Walls of 631 South ^{Orlando} Orange Avenue, Suite 200, Winter Park, Florida 32789 (CONSULTANT) on this 19th day of August, 2002.

Whereas, the County intends to provide an Areawide Development of Regional Impact; (DRI) study for the area known as the Yulee Area DRI; and

Whereas, the Consultant's services and expertise are necessary to implement the County's project; and

Whereas, it has been determined that the execution of this contract is beneficial to the people of Nassau County, Florida.

WITNESSTH:

The County and the Consultant for TEN (\$10.00) DOLLARS and other good and valuable consideration hereby covenant and agree as set forth below.

I. DESCRIPTION OF THE PROJECT

The Consultant shall prepare, submit and assist in the processing of the Areawide Development of Regional Impact for the Yulee Area DRI.

II. TERM OF CONTRACT

The term of this contract shall commence on 8-19-02 with the execution hereof and ~~shall terminate~~ the term is three (3) years from said date subject to the appropriation clause. The Consultant shall be issued separate Notices to Proceed for each Phase of the work. The Consultant shall be issued a Notice to Proceed and the work shall proceed as set forth in Exhibit "C". Each Notice to Proceed shall provide a time for performance of that Phase and the Consultant shall not proceed to work of a subsequent Phase, except at its own risk. The contract may be renewed annually based upon the County appropriating the appropriate funds. Failure to appropriate the funds would be addressed in Section 16 of the contract.

III. STATEMENT OF CONSULTANT SERVICES

The Consultant shall prepare, submit and assist in the processing of the Areawide DRI for the Yulee Area DRI. The work will be performed and will include those tasks contained in Exhibit C, attached hereto.

The Consultant agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract, unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices are set by law or regulation.

For purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification are accurate, complete, and current, the County Representative, or its authorized representatives, and the Clerk of Courts, shall - until the expiration of three (3) years from the date of final payment under this contract - have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were prepared by the Consultant in connection with work under this contract.

XI. AUDIT AND EXAMINATION OF RECORDS

As applicable to each specific project performed by the Consultant during the contract term, the County Representative may at any time, by written order, make changes within the general scope of the contract and the work and service to be performed. If any such change causes an increase or decrease in the Consultant's cost of, or the time required for performance of the project work, an equitable adjustment shall be made, upon the concurrence of the parties, and the contract shall be amended in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change unless the County Representative grants a further period of time before the completion of the contract. The consultant shall proceed with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or materials will be allowed.

X. MODIFICATIONS TO SCOPE OF WORK/CHANGE ORDERS

The work will be under the direction of the authorized County Representative who shall have final decision authority for all phases of the work, including general direction, review, and approval of work.

Neither the County Representative's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the County for all costs of any kind which were incurred by the County as a result of the Consultant's negligent performance of the services furnished under this contract.

IX. COUNTY REPRESENTATIVE

XII. SUBCONTRACTORS, OUTSIDE ASSOCIATES AND SUB-CONSULTANTS

Any subcontractors and outside associates or sub-consultants required by the Consultant in connection with the services covered by the contract will be limited to such individuals or firms as are specifically identified for each project phase performed under this contract. Any substitution of such subcontractors, associates, or sub-consultants will be subject to the prior approval of the County Representative.

The Consultant shall require all subcontractors, outside associates or consultants employed in connection with the performance of this contract to comply fully with the terms and conditions of this contract between the County and the Consultant.

XIII. INSURANCE

The Consultant shall not commence any work in connection with this contract until it has obtained all of the following types of insurance and such insurance has been approved by the County. Approval by the County of any policy of insurance shall not, however, relieve the Consultant from its responsibilities to provide the insurance coverage required herein for the entire term of this contract as stipulated in Article II and for such longer periods of time as may be required under other clauses of this contract. During the term of the contract, the Consultant shall be also responsible for providing the County with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County.

The Consultant shall furnish policies and certificates of insurance to the County for review and approval. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until County has approved these policies. This contract may be terminated by the County, without penalty or expense, if any policy required hereunder is not provided to the County for approval within thirty (30) days of the date of execution of this contract.

All policies required hereunder must contain language requiring thirty (30) days notification to the insured, prior to any cancellations or reduction of limits taking effect. Upon receipt of any such notification, the Consultant shall promptly advise the County's Risk Manager and provide the County with a copy of such notification.

All insurance policies shall be issued by insurers licensed to do business in the state of Florida, and such insuring company is required to have a minimum rating of B, Class X in the "Best Key Rating Guide" published by the A.M. Best & Company, Inc.

- A. WORKER'S COMPENSATION.** The Consultant shall secure and maintain during the contract term, all Worker's Compensation insurance required by Florida law for itself and its employees, and shall require the same coverage

for its consultants or subsidiaries, if any, and their employees covering this project, and without exclusion of any class of employee and with a minimum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) Employer's Liability coverage.

B. LIABILITY. (1) COMMERCIAL GENERAL. The Consultant shall secure and maintain during the contract term, ONE MILLION DOLLARS single limit Commercial General Liability insurance, covering itself, its employees, agents, consultants or subsidiaries, and their employees or agents, for claims for damages caused by personal injury, loss or damage of property, and other such causes including what is commonly known as groups A, B, and C (libel, false arrest, slander). If such comprehensive coverage of all subcontractors, outside consultants and agents employed by the Consultant in the performance of this contract is not available from the Consultant's insurer then, upon County Representative's approval, the Consultant may furnish to the County insurance policies with similar coverage and protection for the County provided to it by its subcontractors, outside consultants or agents in addition to the Consultant's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Consultant or by any of its consultants doing work in connection with this contract. Public Liability coverage shall include either Blanket Contractual insurance or a Designated Contract Contractual Liability coverage endorsement, indicating expressly the Consultant's agreement to hold the County harmless as provided in Paragraph E (1) and/or E (2) hereunder.

(2) MOTOR VEHICLE. The Consultant shall secure and maintain during the contract term, ONE MILLION (\$1,000,000) single limit Commercial Automobile Liability Insurance, protecting itself, its employees, agents, against claims for damages caused by personal injury, loss or damage of property and other such causes. If such comprehensive coverage of all subcontractors, outside consultants and agents employed by the Consultant in the performance of this Contract is not available from the Consultant's insurer then, upon County Representative's approval, the Consultant may furnish to the County insurance policies with similar coverage and protection for the County provided to it by its subcontractors, outside consultants or agents in addition to the Consultant's own policy. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Consultant or by any of its Consultants doing work in connection with this contract. Public Liability coverage shall also include automobiles, whether owned, not owned, or hired It shall include either Blanket Contractual insurance or a Designated Contract provided in Paragraph E (1) and/or E (2) hereunder.

(3) PROFESSIONAL. The Consultant shall secure and maintain during the contract term and for at least three- (3) years thereafter Professional Liability insurance coverage with a minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) (with a maximum deductible of \$50,000.00 per claim). Such policy shall cover all of the Consultant's professional liabilities whether occasioned by the Consultant, its agents, employees, consultants or subsidiaries, or their agents or employees, arising out of service performed under or in accordance with this contract. If such comprehensive coverage of all subcontractors, outside consultants and agents employed by the Consultant in the performance of this contract is not available from the County insurance policies with similar coverage and protection for the County provided to it by its subcontractors, outside consultants or agents in addition to the Consultant's own policy. Such policies include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Consultant or by any of its consultants doing work in connection with this contract. It is the Consultant's responsibility to verify and cause its subcontractors to maintain this coverage in strict accordance with the stipulations of this contract. The Consultant shall immediately inform its carrier, and the County of any contractual obligations that may alter its Professional Liability coverage under this contract. The Consultant will furnish copies of the policy and any changes or amendments thereto, immediately, to the County, prior to the Commencement of any such contractual obligations. The proposed policy shall be subject to the county's approval.

- C. **PERSONAL PROPERTY.** The Consultant shall secure and maintain during the contract term, adequate insurance coverage for its own personal property and for the personal property of its employees and agents, and shall require the same coverage for its subsidiaries or consultants and their employees and agents. Such coverage shall include but not be limited to, motor vehicles, whether licensed or unlicensed or unlicensed, and temporary or portable shelters or offices.
- D. **NOTICE.** The Consultant shall timely report in writing to the County's Director of Risk Management, any incident which might reasonably be expected to result in claims under any of the coverages mentioned herein. The Consultant shall timely report in writing to the County's Risk Manager any option for modification in the original Professional Liability coverage offered by its insurer for the benefit of the County; the additional expense of such option, if any, shall, if exercised by the County constitute a reimbursable expense to the Consultant.

E. INDEMNITY. For consideration of receipt by Consultant from the County of \$10.00, Consultant agrees to indemnify and hold the county harmless from all claims for:

(1) LIABILITY. The Consultant shall indemnify, defend, and hold the County harmless from all claims for personal injury and property damages to the extent that they arise from reckless, intentional or negligent errors, omissions, or conduct of the CONSULTANT or consultants, employees or agents during the performance of services under this contract. Notwithstanding this indemnification and not by any way of waiver of such indemnification, the CONSULTANT shall obtain and retain throughout the term of the contract, insurance coverage described herein.

(2) PERSONAL PROPERTY. The Consultant shall save the County harmless from the claims of any person for loss, loss of use, or damage to the personal property of the Consultant, its agents, employees, consultants or subsidiaries that may arise from and be the proximate result of errors, omissions, or negligent acts of the Consultant or its consultants, employees or agents during the performance of services under this contract.

XIV. SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this contract.

Neither County nor Consultant shall assign, sublet or transfer any rights under or interest in this contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract.

XV. ADDITIONAL RIGHTS AND REMEDIES

The rights and remedies of the County provided for under this contract are in addition to any other rights and remedies provided by law; the County may assert its right of recovery by any appropriate means including, but not limited to, set-off suit, withholding, recoupment, or counterclaim, either during or after performance of this contract.

XVI. TERMINATION

- A. The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County Representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the subsequent date upon which such termination becomes effective.
- B. After receipt of a notice of Termination, and except as otherwise directed by the County Representative, the Consultant shall:
- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as it is not terminated.
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (4) Assign to the County, in the manner, at the times and to the extent directed by the County Representative, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (5) With the approval of the County Representative and to the extent required by the County Representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County Representative's approval of such settlements shall be final for all the purposes of this clause.
 - (6) Transfer title and deliver to the County, in the manner, at the times, and to the extent if any, directed by the County Representative:
 - (a) the sketches, calculations, reports, models, studies and other work in process, completed work, supplies, and

other materials produced as a part of, or acquired in connection with the performance of the work terminated by the Notice of Termination; and

- (b) the completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished to the County.

(7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

- C. After receipt of a Notice of Termination, the Consultant shall submit to the County Representative its termination claim, in the form and with certification prescribed by the County Representative. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County Representative, upon request of the Consultant made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County Representative may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall thereupon pay to the Consultant the amount so determined.
- D. Subject to the provisions of paragraph C, the Consultant and the County Representative may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not yet terminated. The contract shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing in paragraph E hereunder, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County Representative to agree upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant pursuant to this Paragraph D.
- E. In the event of the failure of the Consultant and the County Representative to agree as provided in paragraph D above, upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this clause,

the County Representative shall pay to the Consultant the amounts determined by the County Representative as follows, but without duplication of any amounts agreed upon in accordance with paragraph D:

- (1) For completed work and services accepted by the County, the price or prices specified in the contract for such work, less any payments previously made.
- (2) The total of:
 - (a) the costs incurred in the performance of the work and services terminated, including the initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under paragraph E(1) hereof;
 - (b) the cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in paragraph B(5) above, which are properly chargeable to the terminated portion of the contract exclusive to the amounts paid or payable on the account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under (a) above; and
 - (c) a sum, as profit on (a) above, determined by the County Representative to be fair and reasonable.

F. In the event the contract is terminated because of Consultant's default, the County may take over the work and services and complete the same contract or otherwise, and the Consultant shall be liable to the County for any increased cost of the project reasonably incurred by the County in the process of completing the Consultant's unfinished work and services.

XVII. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee excepting bona fide employees or established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County in its discretion shall have the right to cancel this contract without inability or, to remain a party to this contract and deduct from the Consultant's compensation (project fee), the full amount of such commission package, brokerage or contingent fee.

XVIII. CONTROLLING LAW; ATTORNEY'S FEES AND COSTS

This contract is to be governed by the laws of the State of Florida. Venue for any litigation between parties to this contract shall be in Nassau County, Florida and any trial shall be non jury. The prevailing party shall recover against the other party all attorney's fees and costs incurred from any and all disputes and/or litigation including appeals which arise from this contract. Litigation shall be subject to Paragraph XXI, Dispute Resolution.

XIX. MODIFICATIONS TO CONTRACT

This contract, together with any exhibits, amendments and schedules constitute the entire contract between County and Consultant and supersede all prior written or oral understandings. This contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto.

XX. EQUAL OPPORTUNITY; DISADVANTAGED BUSINESS ENTERPRISES

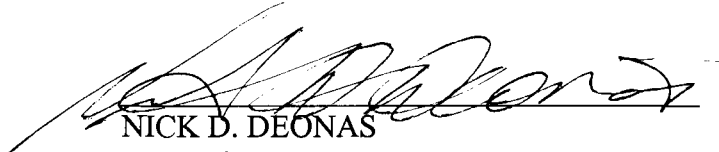
During the performance of this contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XXI. 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 substantial evidence. Contractor shall not stop work during the pendency of mediation.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ATTEST:



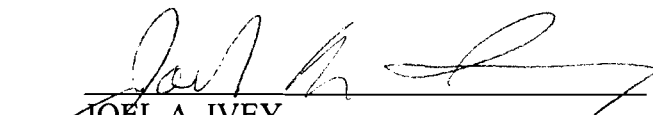
J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

IVEY, HARRIS & WALLS, INC.



JOEL A. IVEY
Its: President

**EXHIBIT A
PROPOSED PLANNING SERVICES
FEE SUMMARY**

AREAWIDE DRI.....	\$356,383
PUD REZONING.....	\$ 21,300
COMPREHENSIVE PLAN AMENDMENT.....	\$ 24,825
LAND DEVELOPMENT REGULATIONS REVIEW.....	\$ 6,000
GRAND TOTAL.....	\$408,508

EXHIBIT B
SCHEDULE OF HOURLY RATES
EXPERT WITNESS SERVICES

In the event that it becomes necessary for the County to retain the services of Ivey, Harris and Walls, Inc., for expert witness services, the following hourly rates shall apply.

Joel Ivey @ \$150 per hour;
Joe Harris, P.E., @ \$150 per hour;
Gary Dickens, AICP, @ \$125 per hour.

WORK SCOPE FOR AREAWIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

EXHIBIT C

AREAWIDE DRI

THE WORK SCOPE IS DIVIDED INTO EIGHT PARTS AS FOLLOWS:

I. MEETINGS AND HEARINGS

A. Team Meetings- It is recommended that team meetings be held every three weeks until the application is submitted. IH&W will schedule the appropriate sub consultants to attend the team meetings. Other participants at the team meetings will be determined by the County, but could include property owner representatives and County department heads. In addition to the scheduled team meetings, it is anticipated that there will be additional team meetings to review the first and second request for additional information and prior to the first hearings to adopt the DRI development orders. It is estimated that there will be thirteen team meetings. It is anticipated that most of these team meetings will require the attendance of the Project Manager and one other IH&W staff person.

FEE: \$22,500

B. Agency Meetings- It will be necessary to closely coordinate with several agencies to include:

1. Regional Planning Council- Seven meetings with the staff of the RPC will be necessary to include:

- a. Project introduction
- b. Traffic study pre-application meeting
- c. Ecological methodology meeting
- d. Formal pre-application conference
- e. Review of first sufficiency requests
- f. Review of second sufficiency requests
- g. Review/negotiation of conditions of approval

FEE: \$5,750

2. Department of Community Affairs- Two meetings with the Department of Community Affairs will be necessary to include:

- a. Project introduction
- b. Review/negotiation of development order

FEE: \$3,500

WORK SCOPE FOR AREAWIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

3. Florida Department of Transportation- One meeting with the FDOT is recommended to discuss the project and Level of Service Variance for I-95.

FEE: \$850

4. JEA- One meeting prior to submittal is recommended to ensure that all of the project generation rates are acceptable and to document our projections with service/capacity forecasts of the JEA.

FEE: \$850

C. Public Hearings- It is assumed that IH&W will make presentations at public hearings and it is anticipated that there will be four public hearings to include:

1. Two public hearings with the Regional Planning Council;

2. Two public hearings with Nassau County;

FEE: \$ 8,750

D. Property Owners- In addition to the team meetings listed in "A." above it would be advisable to meet with the property owners one time before the application is submitted and one time before the hearings on the development orders.

FEE: \$ 3,000

II. PROJECT MANAGEMENT

Project management consists of the following activities:

A. Agendas for All Meetings- IH&W will prepare meeting agendas for all meetings scheduled pursuant to this work scope.

B. Confirming Attendance at All Meetings- IH&W will be responsible for contacting agencies and scheduling meetings identified in this work scope.

C. Preparing Meeting Overview/Minutes- IH&W will prepare meeting overviews for distribution as directed by the County.

D. Quality Control- IH&W will be responsible for quality control of work performed by others on the consultant team.

WORK SCOPE FOR AREA WIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

E. Preparation of Status Reports- Two reports will be prepared per month.

FEE: \$21,500

III. PREAPPLICATION CONFERENCE

DRI applicants are required to participate in a pre-application conference with the Regional Planning Council. The applicant is required to provide key information to the RPC in advance of this meeting to include a project description, site description, proposed development program, applicant information and request for deletion of questions. IH&W will prepare the necessary pre-application material and provide sufficient copies to the RPC for distribution to participating agencies.

FEE: \$7,250

IV. DRI SECTIONS

There are presumed to be six "Parts" consisting of 31 sections that will need to be addressed in the DRI application. The list below notes the associated fees.

PART 1. APPLICATION INFORMATION-
(LEGAL DESCRIPTION)

FEE: \$3,000

PART 2. GENERAL SECTION

MAPS

- General Location Map
- Vertical Aerial
- Topographic
- Land Use Map
- Soils Map
- Vegetation Map
- Location Map (Ecological)
- Master Plan
- Master Drainage Plan
- Transportation Network

MAP PACKAGE TOTAL FEE: \$15,000

GENERAL PROJECT DESCRIPTION

FEE: \$2,500

WORK SCOPE FOR AREAWIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

PART 3. ENVIRONMENTAL RESOURCES IMPACTS

VEGETATION AND WILDLIFE
WETLANDS
WATER
SOILS
FLOODPLAINS
WATER SUPPLY
WASTE WATER MANAGEMENT
STORMWATER MANAGEMENT
SOLID WASTE

ENVIRONMENTAL FEE: \$109,740

PART 4. TRANSPORTATION RESOURCE IMPACTS

TRANSPORTATION- (GLA) **FEE: \$65,193**
AIR QUALITY (may be deleted) **FEE: \$8,250**
HURRICANE PREPAREDNESS **FEE: \$3,000**

TRANSPORTATION FEE: \$76,443

PART 5. HUMAN RESOURCE IMPACTS

HOUSING
POLICE AND FIRE
RECREATION AND OPEN SPACE
EDUCATION
HEALTH CARE
ENERGY
HISTORICAL AND ARCHAEOLOGICAL SITE

HUMAN RESOURCE FEE: \$22,500

PART 6. SPECIFIC DRI INFORMATION

SPECIFIC INFO FEE: \$1,500

The work product will be a DRI application.

WORK SCOPE FOR AREAWIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

V. SUFFICIENCY #1

Following submittal of the DRI application the agencies have 30 days to review the application for sufficiency. IH&W will assign the various requests to the consultant team and will prepare the master response. Once the response has been prepared, it will be submitted to the County in draft form for review. Based on County review comments, IH&W will prepare the submittal document.

SUFFICIENCY #1 FEE: \$33,750

VI. SUFFICIENCY #2

Following submittal of the first response to sufficiency, it is "normal" for there to be one more request for additional information. IH&W will assign the various requests for additional information to the consultant team and will prepare the master response. Once the response has been prepared, it will be submitted to the County in draft form for review. Based on County review comments, IH&W will prepare the submittal document. It is anticipated that, following submittal of the second sufficiency review, the sufficiency period of the DRI review will be terminated.

SUFFICIENCY #2 FEE: \$11,250

VII. DEVELOPMENT ORDER PREPARATION AND REVIEW

The Regional Planning Council will prepare a report with recommendations concerning the areawide project. IH&W will work with the County and City to develop a development order that addresses the concerns of the RPC, the DCA, and local government. Once a draft is prepared, IH&W will meet with the RPC and the DCA to present the draft in order to minimize the potential for a 380.07 appeal. As noted above in I.C., IH&W will attend the necessary public hearings to answer questions relevant to the project or the DRI.

D.O.PREPARATION FEE: \$6,750

FEE SUMMARY:	BASE FEE:	\$348,133.00
	+AIR QUALITY:	\$8,250.00
	POTENTIAL FEE:	\$356,383.00

VIII. SPECIFIC EXCLUSIONS, EXCEPTIONS, AND ADJUSTMENTS

The work scope provided above is intended to result in the preparation and submittal of a DRI application, a master plan, sufficiency responses, and a development order. The

WORK SCOPE FOR AREAWIDE DRI
NASSAU COUNTY, FLORIDA
APRIL, 2002

consultant team prepared this scope with reliance on the current DRI application approved by the Department of Community Affairs and therefore does not anticipate work that may be requested by agencies which is outside the scope of the DRI application.

The scope above does not anticipate the need to perform the services listed below. Therefore, these services are excluded.

- A. TOPOGRAPHIC SURVEY
- B. BOUNDARY SURVEY
- C. PERMITTING
- D. QUANTITATIVE WILDLIFE SURVEY
- E. WETLAND FIELD DILINEATION
- F. ARCHAEOLOGIC SURVEY
- G. SITE PLANNING
- H. LEGAL SERVICES
- I. AGENCY REVIEW FEES: (RPC: \$35,000)

The fees quoted herein are valid from the date of this proposal through December 31, 2004, provided that the contract and work scope is accepted by the county prior to July 1, 2004. Should the project extend beyond these time periods, the consultant may adjust the remaining fees to reflect annual adjustments in staff salaries, not to exceed 5%. The consultant team assumes that the project will proceed in a timely manner. Should the County direct the consultant to stop work for a period exceeding 45 days, the consultant may request compensation for remobilization not to exceed 2.5% of the contract amount.

WORK SCOPE FOR COMPREHENSIVE PLAN AMENDMENT
NASSAU COUNTY, FLORIDA
APRIL 2002

The County currently has a comprehensive plan that recognizes several different land uses. The purpose of filing an amendment to the comprehensive plan will be to create a land use designation that will be acceptable to the DCA and County that will provide reasonable flexibility to the County and property owners in developing the property long term. It is anticipated that a new land use will be created that will consist of several districts within which a variety of land uses will be allowed. To resolve the DCA's major concern (traffic), it will be necessary to have further State review of traffic impacts that occur over time. Such review will match the review that "normally" must occur as a consequence of the DRI process. Therefore, the CPA will have to approximate the DRI in the phase I trip entitlement. The following approach shall be used in preparing and processing the plan amendment.

A. IHW will have one meeting with the Department of Community Affairs to discuss a proposed comprehensive plan amendment. The proposal we will put forth to DCA is to create one comprehensive plan land use for all of planning area one. The one land use will be Nassau East Community. Within this new land use category, there will be five districts, which match the districts within the DRI. The intent of the CPA will be to get the proposed land uses for area one on the Future Land Use Map by creating this new land use with its districts.

FEE: \$850

B. Based on our meeting with the DCA, we will prepare the necessary documents to amend the County's comprehensive plan. IHW will attend three meetings with the County in advance of submitting the CPA to DCA. One meeting will be with the staff to insure that staff agrees with the proposed application. One meeting will be with the Land Planning Agency of the County. One meeting will be with the Board of County Commissioners for the transmittal hearing.

FEE: \$13,250

C. IHW will deliver the proposed CPA to the DCA and will explain in detail how the CPA is intended to work and why it represents smart planning. Representatives from the County are encouraged to attend.

FEE: \$850

D. IHW will coordinate review schedules with the DCA in a manner that provides coordinated agency review of the CPA and the DRI such that the data prepared for the CPA submittal supports the data for the DRI.

FEE: \$1,200

WORK SCOPE FOR COMPREHENSIVE PLAN AMENDMENT
NASSAU COUNTY, FLORIDA
APRIL 2002

E. IHW will respond to the “Objections, Recommendations, and Comments” (ORC) report received from the DCA. In preparing our response, we will ensure that the various stakeholders in the Area One plan have input in to our intended response such that, on the day of the adoption hearing, there is no “surprise” opposition from the stakeholders.

FEE: \$7,750

F. IHW will attend the necessary hearings for the adoption by the County and will be prepared to respond to questions. It is assumed that there will be two hearings.

FEE: \$925

It is anticipated that the plan amendment and the DRI application will be filed, processed and approved simultaneously.

TOTAL FEE: \$24,825

LDR REVIEW

Nassau County currently has Land Development Regulations in place. One tenet of the corridor study is a review of the LDR's within the corridor study area. It will also be necessary to review the LDR's for the remainder of the DRI Area, therefore the service is included in this work scope. IHW will review these LDR's to determine their adequacy in terms of protecting the DRI area and achieving the County's stated goals. If appropriate, IHW will make specific recommendations on amendments to these LDR's. The work scope will include a review of the LDR's and preparation of a report with recommendations.

FEE: \$6,000

PUD REZONING

To complete the necessary land use entitlements, it recommended that rezoning the property occur. This step is necessary to reach a development ready status. IH&W recommends that a PUD level zoning **map** be prepared for the property that is consistent with the Comprehensive Plan district maps recommended in "II." above. The PUD map would identify master parcelization and use by parcel. As long as development occurred in a manner consistent with the PUD map then rezoning would not be necessary. If the County chooses to support a different use at some future date, then only action necessary will be a PUD amendment (no comp plan change is necessary; no DRI revision is necessary. A zoning **ordinance** designed to specifically accommodate this area is also recommended. The zoning ordinance would allow the various uses, master plan components to include infrastructure, and would specifically allow specific agricultural activities to continue to include silviculture. (Uses that the County did not want to accommodate, such as pig farming would be prohibited.) For rezoning of the property, IH&W will perform the following:

A. Once the Comprehensive Plan map amendment and the DRI master plan are approved by the County, IH&W will prepare a PUD exhibit to reflect the proposed parcelization, access, interior road network and uses. To the maximum extent practicable, IH&W will use County and owner furnished documents to establish the PUD exhibit.

FEE: \$8,000

B. IH&W will prepare a zoning ordinance for the area one PUD. The PUD will establish access criteria (access management), roadway functional classification and general design standard, lot dimension, building height, setbacks and buffers, conservation areas, parking requirements, residential densities, intensities (floor area ratios) of commercial, and signage.

FEE: \$12,000

C. IH&W will attend one staff meeting, one Planning and Zoning Board meeting, and one Board of County Commissioners meeting to assist in the adoption of this exhibit and ordinance.

FEE: \$1,300

The work product from this element of the proposal will be a zoning map of area 1 and a supporting ordinance. Please note that IH&W is not a law firm and that formatting of the ordinance to be compatible with other County ordinances may be necessary. It is assumed that the County will resolve format issues.

TOTAL FEE: \$21,300

NOTICE TO PROCEED

TO: IVEY, HARRIS, & WALLS, INC.
631 SOUTH ORANGE AVENUE, SUITE 200
WINTER PARK, FL 32789


DATE: August 19, 2002

Project:
AREAWIDE DEVELOPMENT OF
REGIONAL IMPACT FOR THE
YULEE AREA DRI
Nassau County, Florida

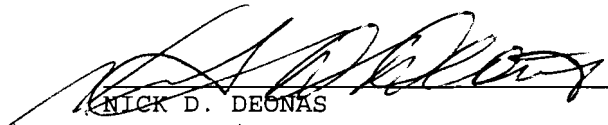
Pursuant to the Agreement entered into the 22nd day of July 2002 between Nassau County, Florida and Ivey, Harris & Walls, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary Part I Services in connection with the Area Wide Development of Regional Impact for the Yulee Area DRI. The work scope is set forth in Exhibit C of the contract and attached hereto. The costs for the work scope as set forth in said Exhibit C shall be subject to the County appropriating the appropriate funds.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

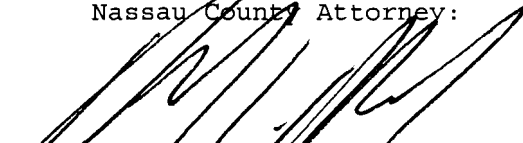


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



NICK D. DEONAS
Its: Chairman

Approved as to form by the
Nassau County Attorney:

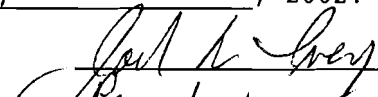


MICHAEL S. MULLIN

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Joel A. Ivey, President, IHW this the 26th day of
August, 2002.

By: 

Title: President

RK

PLANNING
COUNTY COMMISSIONERS
OFFICE

03 JAN 30 PM 12:35



IVEY, HARRIS & WALLS, INC.

PLANNING

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

ECOLOGICAL SERVICES

TRANSPORTATION DESIGN

CONSTRUCTION SERVICES

September 24, 2001

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

Dear Walt,

As you know, at our last meeting, it was agreed that we would add Area 2 to the DRI. This increased the approximate acreage in the DRI area by over 200% from 12,221 to 37,208 acres. After reviewing all of the DRI questions contained in the Application For Development Approval, and estimating the effect this addition would have on the comprehensive plan and rezoning, it is my estimate that the addition of the above acreage would increase the cost of our proposal by twelve percent. Thus, the total cost as currently displayed on Exhibit A would change from \$408,508 to \$457,528. If it would be convenient to the County, it would be acceptable to add a line item to an amended Exhibit A as follows:

Addition of Area 2.....\$49,020.00

Please call should you have questions on the above requested amendment.

Sincerely,
IVEY, HARRIS AND WALLS INC.

Joel A. Ivey, Principal

APPROVED
DATE 3/2/03

631 South Orlando Avenue
Suite 200
Winter Park, Florida 32789

TELEPHONE: 407-629-8880
FAX: 407-629-7883
WEBPAGE: www.ihw-usa.com