

# Manzie & Drake Land 3

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.



# AUTHORIZATION FOR PROFESSIONAL SERVICES

August 23, 2004 DATE:

PROJECT NAME: Scott Road Drainage Easement between

Windward Cove & Ocean Forest

Nassau County Capital Projects Administration CLIENT:

> Attn. Dawn Stevenson 96160 Nassau Place Yulee, FL 32097

Client hereby requests and authorizes Manzie & Drake Land Surveying to perform the following services:

SCOPE: Locate existing drainage line running north of Scott Road and create a 30

> foot easement centered on said line. Determine width of gap between the two adjacent subdivisions. Prepare one map and one legal description for entire

easement. Map to show detail of affected lots.

COMPENSATION: Hourly not to exceed \$1200.00

Commencement will not start until you have notified the adjoining land COMMENTS:

owners. Probably during the week of Aug. 30th.

PROTECT YOURSELF AND OR YOUR CLIENT AND INSIST ON PROFESSIONAL LIABILITY INSURANCE. THIS FIRM **DOES** CARRY PROFESSIONAL LIABILITY INSURANCE.

Services covered by this authorization shall be performed in accordance with provisions stated on back of this form.

Approved for Owner:

Accepted for: Manzie & Drake Land Surveying

Michael A. Manzie, P.L.S.

(Please Sign and Print Name Above)

Title: President

By:

Date: 08~23-09

Vanzant,

Board of County Commis

117 South 9th Street, Fernandina Beach, FL 32034

Office (904) 491-5700 • Fax (904) 491-5777 • Toll Free (888) 832-7730

## **PROVISIONS**

#### Authorization to Proceed

Signing this form shall be construed as authorization by the OWNER for the FIRM to proceed with the work.

## **Salary Costs**

The FIRM'S Salary Cost shall be the amount of salaries paid the FIRM's employees for work performed on the OWNER's project plus a stipulated percentage of such salaries to cover all payroll related taxes, payments, premiums and benefits.

#### Per Diem Rates

The FIRM's Per Diem Rates are those published in the FIRM's Office, which are charged for work performed on the OWNER's project by the FIRM's employees of the indicated classifications.

## **Direct Expenses**

The FIRM's Direct Expenses shall be those costs incurred on or directly for the OWNER's project, including but not limited to: necessary transportation costs including mileage at the FIRM's current rate, meals and lodging, laboratory test & analyses, computer services, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of standard commercial charges when furnished by the FIRM.

#### **Professional Standards**

The FIRM shall be responsible, to the level of competency presently maintained by other practicing Professional Surveyor's in the same type of work in the OWNER's community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings and specifications and other work and materials furnished under this Authorization. The FIRM makes no other warranty, express or implied.

#### **Termination**

Either the OWNER or the FIRM may terminate this Authorization by giving 30 days written notice to the other party. In such event, the OWNER shall pay the FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

#### Arbitration

All claims, disputed and other matters in question arising out of, or relating to this Authorization or the breach thereof may be decided by Arbitration in accordance with the rules of the American Arbitration

then applying. Either the OWNER or the FIRM may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

## Legal Expenses

In the event legal action is brought by the OWNER or the FIRM against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

## Payment to the FIRM

Monthly invoices will be issued by the FIRM for all work performed under the terms of this agreement. Invoices are due and payable within 30 days upon receipt. Finance charges, computed by a "Periodic Rate" of 1 1/2% per month, which is an annual percentage rate of 18%, will be charged on all past-due amounts unless otherwise provided by law or by contract.

## Limitation of Liability

The FIRM's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

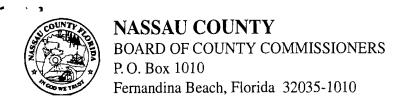
#### Standard Rate Schedule

Professional Land Surveyor	\$75,00/Hr.
Project Manager	\$50.00/Hr.
CADD Design	\$45.00/Hr.
Administrative Assistant	\$35,00/Hr.
2-Man Field Crew	\$85.00/Hr.
3-Man Field Crew	\$125.00/Hr.

In addition to fees stipulated above, we shall be reimbursed for travel and incidental expenses as follows:

Travel by	 \$.35 per mile
Other Expenses	 Direct Cost Plus 15%

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Nick Deonas Ansley Acree Vickie Samus Floyd L. Vanzant Marianne Marshall Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

> J. M. "Chip" OXLEY, JR. Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

September 1, 2004

Mr. Michael A. Manzie, P.L.S. Manzie & Drake Land Surveying 117 South 9<sup>th</sup> Street Fernandina Beach, FL 32034

Dear Mr. Manzie:

Enclosed is a fully executed certified copy of the Authorization for Professional Services related to the Scott Road Drainage Easement between Windward Cove and Ocean Forest.

We appreciate your interest in Nassau County, and if we may be of any further assistance, please contact our office.

Sincerely,

J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

jgb

Enclosure