

# MANZIE & DRAKE LAND SURVEYING

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



## AUTHORIZATION FOR PROFESSIONAL SERVICES

DATE: August 23, 2004

PROJECT NAME: Scott Road Drainage Easement between  
Windward Cove & Ocean Forest

CLIENT: Nassau County Capital Projects Administration  
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

COMMENTS: Commencement will not start until you have notified the adjoining land owners. Probably during the week of Aug. 30<sup>th</sup>.

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:

By: [Signature]

(Please Sign and Print Name Above)

Title: Contract Manager

Date: 8/24/04

[Signature]  
Floyd L. Wanzant, Chairman  
Board of County Commissioners

Accepted for: Manzie & Drake Land Surveying

By: [Signature]  
Michael A. Manzie, P.L.S.

Title: President

Date: 08-23-04

RECEIVED  
COUNTY COORDINATORS  
OFFICE  
04 AUG 24 PM 1:23

# 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%

*Carl Mangio*  
*July 11*  
*1988*



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

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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