



# PICKETT

SURVEYING & PHOTOGRAMMETRY

CS-05-121

April 7, 2005

Ms. Melissa Ransom  
Nassau County Solid Waste Division  
440 South Kings Road  
Callahan, Florida 32011

**RE: West Nassau Landfill Aerial Mapping  
Pickett # 10273-7**

Dear Ms. Ransom:

Pickett & Associates, Inc., is pleased to offer this proposal to provide professional photogrammetry services associated with the above referenced project.

Our scope of services and/or deliverables will be as follows:

- Acquisition of new color aerial photography and production of a 1"=200' topographic mapping with a 2' contour interval.
- Two 1"=200' scale 30"x40: color enlargements centered on the Class I landfill.
- Ground control acquisition, which consists of target recovery and replacement.
- Volumetric Calculation between new topography and the 2004 topography.
- Florida licensed PSM report of survey.
- Digital deliverables in AutoCad format on CD.


Photogrammetry work shall meet or exceed the Florida Minimum Technical Standards requirements as set forth in Rule 61G17. Planimetric features visible and identifiable on the photography will be shown per 1"=50' scale map standards. Contours in partially obscured areas will be dashed and accuracy standards will not apply in these areas. Areas totally obscured will be left blank and designated as such.

The total cost for these services would be - **Six Thousand Five Hundred Dollars (\$6,500.00)**. This cost is an extension of the cost accepted for 2003 and 2004 and shall remain in place.

The above stated costs are good for 60 days from the date of this proposal. Thank you for considering us for this work. If you wish for us to proceed please sign below as your agreement and acceptance of our general terms and conditions attached as Attachment "B" and return as our authorization to begin work.

Sincerely,

**PICKETT & ASSOCIATES, INC.**

  
T. Jeffrey Young, PSM, CP  
Vice President/Director of Photogrammetry

Agreed to and accepted by:  Date 4/22/05

Pickett & Associates, Inc.  
475 South First Avenue, Bartow, Florida 33830  
Office: 863-533-9095 - Fax: 863-534-1464



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475 South First Avenue  
Bartow, Florida 33830  
Phone: 863-533-9095 ~ Fax: 863-534-1464  
Corporate Email: mailbox@pickett-inc.com

## Fax

To: Melissa Ransom From: J. Young  
Fax: 904-879-6323 Pages: 4 Including Cover  
Phone: \_\_\_\_\_ Date: 4/7/04  
Re: Landfill Aerial Mapping PAIPROJECT: \_\_\_\_\_

Please Reply  Originals Mailed Upon Request

● Comments:

Original in the mail  
We can get this flown as soon as you give us  
the green light. Completion of work would have to  
be scheduled around your deadline.

TO CONTACT THE PHOTOGRAMMETRY DEPT:

lyoung@pickett-inc.com ~ Jeff Young

ehickman@pickett-inc.com ~ Erik Hickman

JY  
Signature



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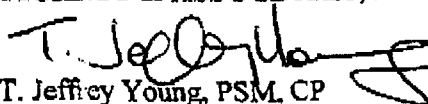
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**ATTACHMENT "B"****PICKETT & ASSOCIATES, INC.**  
**TERMS AND CONDITIONS OF AGREEMENT**

This engagement of Pickett & Associates, Inc., (Pickett), by CLIENT is under the following terms and conditions and is an integral part of the accepted Proposal between CLIENT and Pickett & Associates, Inc.

1. The fee estimate for the proposed scope of services is valid for 60 days from the date of proposal.
2. Payment to Pickett is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. The scope of work, including anticipated required permits, used for this proposal is based on Pickett's past experience. Pickett does not warrant that the scope identified herein is all-inclusive and the proposed fees are limited to the scope identified in this proposal.
4. All schedules set forth in the attached scope of services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
5. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
6. All direct expenses such as application fees, printing and copy costs, travel expenses, or other specialty service fees such as soil testing, environmental or traffic studies, if provided by Pickett, and not included in a lump sum fee proposal, shall be paid for by the owner.
7. Invoices will be rendered biweekly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month. Invoices will be rendered on a Pickett standard form. Special formats requested by the CLIENT may require additional compensation.
8. Pickett shall be entitled to collect its costs and reasonable attorney's fees incurred in the collection of any amounts due it hereunder including all costs and reasonable attorney's fees incurred in any litigation resulting from the collection or enforcement of any of the terms of this contract.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to Pickett within 45 days of the date of invoice, Pickett may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until Pickett has been paid in full all amounts due Pickett and/or any of its consultants and subcontractors. All payments due Pickett under this contract are to be made at Pickett's business located at 475 South First Avenue, Bartow, Polk County, Florida. Except as Pickett elects otherwise, venue for any proceedings brought under the terms of this contract will be in Polk County, Florida.
10. Pickett agrees to carry the following insurance during the term of this Agreement: workmen's compensation, general liability, professional liability and comprehensive automobile liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of Pickett normal policies, and it is available, CLIENT agrees to reimburse Pickett for such additional expense.

11. The CLIENT shall, at all times, indemnify and save harmless Pickett and its officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of the CLIENT, its agents, employees, or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, Pickett liability will be limited to a sum not to exceed \$50,000 or the fee received under this Agreement less third-party costs, whichever is greater.
13. Pickett shall not be responsible for failure to perform or for delays in the performance of work, which arises out of causes beyond the control and without the fault or negligence of Pickett.
14. All documents including drawings, digital files and specifications prepared by Pickett pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the CLIENT on extensions of the project or on any other project. Any reuse without written verification or adaptation by Pickett for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to Pickett; and the CLIENT, or whoever shall reuse said documents, shall indemnify and hold harmless Pickett from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle Pickett to additional compensation at rates to be agreed upon by Pickett and the person or entity seeking to reuse said documents.
15. If applicable to the project, quantity and/or construction cost estimate opinions provided by Pickett are based on its best judgment and past project experience. Pickett does not warrant or guarantee opinions relating to quantities and/or costs, as actual costs and/or actual quantities of materials. Further, any quantity or cost estimate opinions provided by Pickett are merely opinions based on information available to Pickett for any specific project and CLIENT acknowledges and understands that the actual costs and/or actual quantities incurred and necessary for the specific project may vary from said estimate opinions. Therefore, CLIENT agrees to hold Pickett free from liability in the event that actual costs and/or quantities required for the particular project vary or result in an increase in the total cost of the project above that provided in the initial quantity or cost estimate opinions.
16. In entering into this Agreement, CLIENT has relied only upon the warranties or representation (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and Pickett.
17. In the event that any survey staking is destroyed by acts of nature or parties other than Pickett, the cost of re-staking shall be considered as additional services and will be provided upon authorization by the CLIENT.
18. In the event all or any portion of the work prepared or partially prepared by Pickett is suspended, abandoned, or terminated, the CLIENT shall pay Pickett all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
19. Pickett's services under this agreement do not include participation in any litigation. Pickett agrees to serve as an expert witness provided that a separate contract is negotiated and agreed upon.