

CONTINUING CONTRACT
FOR
CONSULTING PROFESSIONAL SERVICES

NASSAU COUNTY, FLORIDA

THIS CONTRACT entered into this 9TH day of August, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as "County", and **CH2M HILL, INC.**, hereinafter referred to as the "Consultant", whose address is 9428 Baymeadows Road, Suite 200, Jacksonville, FL 32256.

WHEREAS, the County desires to obtain continuing consulting professional services on an "as needed" project-by-project basis; and

WHEREAS, said services are more fully described in Schedule "A" "Scope of Services", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant has submitted a proposal for providing those services; and

WHEREAS, the consultant represents that it has the expertise in the type of professional services required; and

WHEREAS, the County has chosen three (3) consultants to provide services, and the Consultant is one of the three.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional environmental services, as more fully described in Schedule "A" "Scope of Services" attached hereto, and to perform and complete the work specifically set forth in each task set forth herein.

The Work shall be performed on an "as needed" basis per project and by task order to this contract. Each Task Order shall be approved by the Board of County Commissioners.

Services of the Consultant shall be under the general direction of a County representative, as determined by the Board of County Commissioners, to be identified in each task order, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The County and the Consultant shall mutually agree upon each schedule which will become a part of each task

order. All reports shall coincide with County requirements.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The County shall pay to the consultant for services satisfactorily performed as follows: The Consultant will bill the County on a monthly basis or as otherwise provided and at the amounts set forth in the Contract Addenda for services rendered toward completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders. The invoice shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

B. Invoices received from the Consultant pursuant to this Contract will be sent to the Clerk, indicating that services have been rendered in conformity with the task, and the Clerk will provide the invoice to the appropriate County Department for review and recommendation(s) as to payment. Invoices must reference this Contract and the task order against which the Consultant is billing.

C. Final Invoice per Task Order: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County, this

indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific task order.

D. Contract Task Order: Each task order shall have its own specific value on a "stand alone" basis.

E. Labor Unit rates shall be established at the beginning of this Contract and may be adjusted annually upon consent of the County beginning with the next task order issued after the anniversary date of the Contract. The labor unit rates are set forth in Schedule "C".

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Contract by the consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The

County may exercise its rights under this Article within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the County.

D. Continue and complete all parts of the work that has not been terminated.

ARTICLE 6 - PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

Any changes or substitutions in the consultant's key personnel, as may be listed in Schedule "B", must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel consistent with sound environmental practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

ARTICLE 7 - SUBCONTRACTING

The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound environmental practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

The Consultant is solely responsible and liable for the work of the subcontractor(s). The Consultant shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the Owner.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County.

ARTICLE 10 - INSURANCE

A. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this Contract.

C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

D. The Consultant shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the

Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

E. The Consultant shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

F. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the county as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its Officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and/or any persons employed or utilized by the Consultant in the performance of the Contract. The amount of the indemnification shall be limited to the insurance amounts required under Article 10.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The Consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Contract. The consultant shall not assign, sublet, convey, or transfer its interest in this Contract without the written consent of the County.

ARTICLE 13 - CONFLICT OF INTEREST

The consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Contract.

The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association,

interest, or other circumstance, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 14 - FINANCIALS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of

indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract, including "as-builts" or construction record plan sets, if required.

All drawings, maps, sketches, and other data developed or purchased under this Contract or at the County's expense shall be and shall remain the County's property and may be reproduced and reused at the discretion of the County. If the county reuses any of the documents for anything other than their specific intended purposes, the county shall indemnify the Consultant.

The County and the consultant shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any

representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract, and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 17 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide

employee working solely for the consultant to solicit or secure this Contract, and that is has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the aware or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 19 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT/TERM OF CONTRACT

The County and the Consultant agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Contract shall be in effect for four (4) years from the day of acceptance by the County, and may be extended after negotiations with the Consultant, if approved by the Board of County Commissioners for four (4) additional one (1) year increments. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 23 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the County arising out of this Contract or otherwise related to any task, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the

remainder of this Contract, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or task order.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by

a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a task order for changes to a task in progress or a contract change order if the original contract is being changed or amended, and the Consultant shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 26 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after the execution of this Contract, shall be enumerated in each task order.

ARTICLE 27 - FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Nassau County.

ARTICLE 28 - DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Contracts Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the

same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Contracts Manager or their designee and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contracts Manager or his/her designee, and the County Attorney and the County Administrator and the Contracts Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be

initiated unless and until the procedures set forth herein are followed.

ARTICLE 29 - WAIVER OF TRIAL BY JURY

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

J. M. "Chip" Oxley, Jr.
Nassau County Clerk of the Circuit Court
Post Office Box 4000
Fernandina Beach, FL 32035-4000

And, if sent to the Consultant, shall be mailed to:

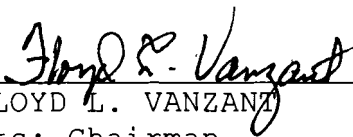
Walter R. Ogburn, III, PhD
Project Manager
CH2M Hill, Inc.
9428 Baymeadows Road, Suite 200
Jacksonville, FL 32256

ARTICLE 31 - HEADINGS

The heading preceding the several Articles and Sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction, or effect.

Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



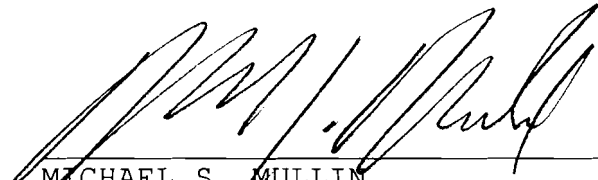
FLOYD L. VANZANT
Its: Chairman

ATTEST:



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

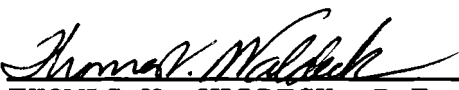
Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONSULTANT:

CH2M HILL, INC.



THOMAS V. WALDECK, P.E.
TITLE *Vice President*

CONTRACT ADDENDA

Schedule "A" - Scope of Services

Schedule "B" - Key Personnel

Schedule "C" - Labor Unit Rates

Task Order to contain:

1. Scope of Services for each project.
2. Time schedule for each project.
3. Dollar amount to be paid for each project.
4. How fees will be billed (i.e. hourly, daily, weekly).

Rates for Nassau County
Continuing Engineering Services Contract

July 16, 2004 EXHIBIT C

Employee (Optional)	Job Classification	Requested Billing Rate
	Senior Principal	\$ 220.17
	Principal	\$ 188.74
	Sr. Technical Specialist	\$ 165.61
	Sr. Engineer/Specialist	\$ 148.64
	Project Manager	\$ 139.00
	Engineer/Professional	\$ 134.99
	Jr. Engineer/Professional	\$ 110.39
	Senior Designer	\$ 105.36
	Designer/Senior Technician	\$ 91.65
	Field Representation	\$ 130.38
	Technician	\$ 58.90
	Clerical	\$ 64.50
All Other Expenses	Reimbursable	
Mileage	36 cents/mile	

Approval of Rate Structure

Consultant: _____

County: _____

Administrator for review, continue with the review process and move forward with the project at the current site, and bring back for final approval to go out to bid. The vote on the motion as clarified carried unanimously.

06:26 Nancy Freeman, Director of Emergency Services, appeared before the Board to seek approval to fill the position of Emergency Management Coordinator, which is currently vacant. The position is fully funded by the ongoing Emergency Preparedness Base Grant. It was moved by Commissioner Acree, seconded by Commissioner Deonas and unanimously carried to approve the request to fill the vacant position of Emergency Management Coordinator; funding source identified as account 01253525.

06:27 It was moved by Commissioner Samus, seconded by Commissioner Deonas and unanimously carried to approve filling the position of Counselor I in Family Matters, which is currently vacant, with funds expended from account 46284564-512000.

06:27 It was moved by Commissioner Samus, seconded by Commissioner Acree and unanimously carried to approve (1) the continuing contract for environmental services with LG2 Environmental Solutions, Inc.; and (2) the continuing contract for environmental services with CH2M Hill.

RECEIVED
7/21/04

CH2M HILL
9428 Baymeadows Road
Suite 200
Jacksonville, FL 32256



CH2MHILL
July 20, 2004

Mr. Michael S. Mullin
County Attorney
Nassau County
BOARD of COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, FL. 32305-1010


Subject: Continuing Contract for Environmental Services
Reference: CH2M HILL letter dated July 15, 2004

Dear Mr. Mullin:

Pursuant to the referenced letter, CH2M HILL is pleased to provide the attached Certificates of Insurance as required per the subject contract.

Should you require further assistance, please contact Joe Daniels, Contracts Manager, at our office at (904) 733-9119

Sincerely,

 T. WALDECK

Thomas V. Waldeck, P.E.

Vice President

CH2M HILL, Inc.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000791119-01

PRODUCER

MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

15114 -00124-ALL- JAX 791119

COMPANIES AFFORDING COVERAGE

- COMPANY
A ZURICH AMERICAN INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED

CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3784726-00	05/01/04	05/01/05	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 500,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> \$500,000 SIR				FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	BAP8378516-09 (AOS) TAP8378560-09 (TX)	05/01/04 05/01/04	05/01/05 05/01/05	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" 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 \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8378566-10 WC8378565-09	05/01/04 05/01/04	05/01/05 05/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: PROJECT - NASSAU COUNTY CONTINUING CONTRACT; PM: BRYON RUSSELL/WALT OSBURN
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS PER THE BLANKET ENDORSEMENT TO THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

NASSAU COUNTY
ATTN: DAWN STEVENSON,
CONTRACT MANAGER NASSAU COUNTY
PO BOX 1010
FERNANDINA BEACH, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Dorothy A. Stevens

Dorothy A. Stevens

MM1(3/02)

VALID AS OF: 07/16/04

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000791125-01

PRODUCER

MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

15114 -00005-ALL1-2000 JAX 791125

INSURED

CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ZURICH AMERICAN INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
WC STATU-TORY LIMITS	OTH-ER												
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EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
A	OTHER PROFESSIONAL LIABILITY*	EOC3829621-02	05/01/04	05/01/05	\$1,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: PROJECT - NASSAU COUNTY CONTINUING CONTRACT; PM: BRYON RUSSELL/WALT OSBURN
 *FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

NASSAU COUNTY
 ATTN: DAWN STEVENSON,
 CONTRACT MANAGER NASSAU COUNTY
 PO BOX 1010
 FERNANDINA BEACH, FL 32035-1010

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Dorothy A. Stevens

Dorothy A. Stevens

MM1(3/02)

VALID AS OF: 07/16/04

CH2M HILL
9428 Baymeadows Road
Suite 200
Jacksonville, FL 32256



CH2MHILL

Mr. Michael S. Mullin
County Attorney
Nassau County
BOARD of COUNTY COMMISIONERS
P.O. Box 1010
Fernandina Beach, FL. 32305-1010

Subject: Continuing Contract for Environmental Services

Dear Mr. Mullin:

Enclosed please find the original contract signed by the undersigned for your execution.

Regarding Exhibit B "Key Personnel", CH2M HILL proposes that for each Task Order, a list of key personnel shall be submitted in our proposal and incorporated in the resulting award. This approach is consistent with one taken for the Continuing Engineering Services Contract, and so reflected in the Negotiation Meeting Minutes of same dated March 18, 2004.

We enclose Exhibit C "Labor Unit Rates". Should future Task Orders require labor disciplines not included in this attachment, CH2M HILL shall identify them in our proposal and request that Exhibit C be revised to include the new categories.

Finally, we are in the process of acquiring the Certificate Of Insurance,. We anticipate to have the Certificate no later than June 26, 2004 and will mail it to your office under separate cover.

CH2M HILL looks forward to working with Nassau County.

Sincerely,

 for T. WALDECK.

Thomas V. Waldeck, P.E.

Vice President

CH2M HILL, Inc.

APPROVED

DATE 8/9/04
CS

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000791125-07

PRODUCER

MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

15114 -00005-ALL1-2000 JAX 791125

COMPANY
A ZURICH AMERICAN INSURANCE COMPANY

INSURED

CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<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 \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	OTHER				EL DISEASE-POLICY LIMIT \$
A	PROFESSIONAL LIABILITY*	EOC3829621-05	05/01/07	05/01/08	\$1,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: PROJECT - NASSAU COUNTY CONTINUING CONTRACT; PM: BRYON RUSSELL/WALT OSBURN
 *FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

NASSAU COUNTY
 ATTN: DAWN STEVENSON,
 CONTRACT MANAGER NASSAU COUNTY
 PO BOX 1010
 FERNANDINA BEACH, FL 32035-1010

CANCELLATION

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MARSH USA INC.
 BY: Sharon A. Hammer *Sharon A. Hammer*
 MM1(3/02) VALID AS OF: 04/10/07

Approved

CONTINUING CONTRACT
FOR
CONSULTING PROFESSIONAL SERVICES

NASSAU COUNTY, FLORIDA

THIS CONTRACT entered into this 26th day of April, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as "County", and **CH2MHILL**, hereinafter referred to as the "Consultant", whose address is 9428 Baymeadows Road, Suite 200, Jacksonville, FL 32256.

WHEREAS, the County desires to obtain continuing consulting professional services on an "as needed" project-by-project basis; and

WHEREAS, said services are more fully described in Schedule "A" "Scope of Services", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant has submitted a proposal for providing those services; and

WHEREAS, the consultant represents that it has the expertise in the type of professional services required; and

WHEREAS, the County has chosen three (3) consultants to provide services, and the Consultant is one of the three.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional engineering services, as more fully described in Schedule "A" "Scope of Services" attached hereto, and to perform and complete the work specifically set forth in each task set forth herein.

The Work shall be performed on an "as needed" basis per project and by task order to this contract. Each Task Order shall be approved by the Board of County Commissioners.

Services of the Consultant shall be under the general direction of a County representative, as determined by the Board of County Commissioners, to be identified in each task order, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The County and the Consultant shall mutually agree upon each schedule which will become a part of each task

order. All reports shall coincide with County requirements.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The County shall pay to the consultant for services satisfactorily performed as follows: The Consultant will bill the County on a monthly basis or as otherwise provided and at the amounts set forth in the Contract Addenda for services rendered toward completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders. The invoice shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

B. Invoices received from the Consultant pursuant to this Contract will be sent to the Clerk, indicating that services have been rendered in conformity with the task, and the Clerk will provide the invoice to the appropriate County Department for review and recommendation(s) as to payment. Invoices must reference this Contract and the task order against which the Consultant is billing.

C. Final Invoice per Task Order: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County, this

indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific task order.

D. Contract Task Order: Each task order shall have its own specific value on a "stand alone" basis.

E. Labor Unit rates shall be established at the beginning of this Contract and may be adjusted annually upon consent of the County beginning with the next task order issued after the anniversary date of the Contract. The labor unit rates are set forth in Schedule "C".

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Contract by the consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The

County may exercise its rights under this Article within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- D. Continue and complete all parts of the work that has not been terminated.

ARTICLE 6 - PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

Any changes or substitutions in the consultant's key personnel, as may be listed in Schedule "B", must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

ARTICLE 7 - SUBCONTRACTING

The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

The Consultant is solely responsible and liable for the

work of the subcontractor(s). The Consultant shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the Owner.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County.

ARTICLE 10 - INSURANCE

A. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required

under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this Contract.

C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$5,000,000.00 on a claims made basis.

D. The Consultant shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under

this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

E. The Consultant shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

F. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the county as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its Officers and employees, from liabilities,

damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and/or any persons employed or utilized by the Consultant in the performance of the Contract. The amount of the indemnification shall be limited to the insurance amounts required under Article 10.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The Consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Contract. The consultant shall not assign, sublet, convey, or transfer its interest in this Contract without the written consent of the County.

ARTICLE 13 - CONFLICT OF INTEREST

The consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Contract.

The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written

notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 14 - FINANCIALS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that

would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract, including "as-builts" or construction record plan sets, if required.

All drawings, maps, sketches, and other data developed or purchased under this Contract or at the County's expense shall be and shall remain the County's property and may be reproduced and reused at the discretion of the County. If the county reuses any of the documents for anything other than their specific intended purposes, the county shall indemnify the Consultant.

The County and the consultant shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and

delivery of this Contract, and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 17 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this Contract, and that it has not paid or agreed to

pay any person, company, corporation, individual, or firm, other than a bona fide employee, working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the aware or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 19 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT/TERM OF CONTRACT

The County and the Consultant agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than

those stated herein. This Contract shall be in effect for four (4) years from the day of acceptance by the County, and may be extended after negotiations with the Consultant, if approved by the Board of County Commissioners for four (4) additional one (1) year increments. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 23 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the County arising out of this Contract or otherwise related to any task, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision

of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or task order.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a task order for changes to a task in progress

or a contract change order if the original contract is being changed or amended, and the Consultant shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 26 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after the execution of this Contract, shall be enumerated in each task order.

ARTICLE 27 - FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Nassau County.

ARTICLE 28 - DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Contracts Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Contracts Manager or their designee and a representative of the Consultant. If the dispute is not

settled at that level, the County Attorney shall be notified in writing by the Contracts Manager or his/her designee, and the County Attorney and the County Administrator and the Contracts Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 29 - WAIVER OF TRIAL BY JURY

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

J. M. "Chip" Oxley, Jr.
Nassau County Clerk of the Circuit Court
Post Office Box 4000
Fernandina Beach, FL 32035-4000

And, if sent to the Consultant, shall be mailed to:

Bryon J. Russell, P.E.
CH2MHill
9428 Baymeadows Road, Suite 200
Jacksonville, FL 32256

ARTICLE 31 - HEADINGS

The heading preceding the several Articles and Sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction, or effect.

Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



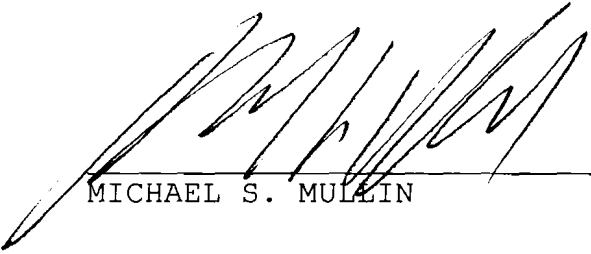
FLOYD D. VANZANT
Its: Chairman

ATTEST:



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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONSULTANT:

CH2MHILL



THOMAS V. WALDECK, P.E.

h/anne/agreements/consultant-agmt

CONTRACT ADDENDA

Schedule "A" - Scope of Services

Schedule "B" - Key Personnel

Schedule "C" - Labor Unit Rates

Task Order to contain:

1. Scope of Services for each project.
2. Time schedule for each project.
3. Dollar amount to be paid for each project.
4. How fees will be billed (i.e. hourly, daily, weekly).

Rates for Nassau County
Continuing Engineering Services Contract

March 16, 2004

Employee (Optional)	Job Classification	Requested Billing Rate
	Senior Principal	\$ 220.17
	Principal	\$ 188.74
	Sr. Technical Specialist	\$ 165.61
	Sr. Engineer/Specialist	\$ 148.64
	Project Manager	\$ 139.00
	Engineer/Professional	\$ 134.99
	Jr. Engineer/Professional	\$ 110.39
	Senior Designer	\$ 105.36
	Designer/Senior Technician	\$ 91.65
	Field Representation	\$ 130.38
	Technician	\$ 58.90
	Clerical	\$ 64.50
All Other Expenses	Reimbursable	
Mileage	36 cents/mile	

Approval of Rate Structure

Consultant: _____

County: _____

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000719890-05

PRODUCER
MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A ZURICH AMERICAN INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

15114 -00005-ALL1-2000 JAX 719890

INSURED
CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PER OCCASION \$ PER OCCURRENCE \$ PER ACCIDENT \$ PER CLAIM \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PER OCCURRENCE \$ PER ACCIDENT \$ PER CLAIM \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PER OCCURRENCE \$ PER ACCIDENT \$ PER CLAIM \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				PER OCCURRENCE \$ PER ACCIDENT \$ PER CLAIM \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				PER OCCURRENCE \$ PER EMPLOYEE \$
A	<input type="checkbox"/> OTHER PROFESSIONAL LIABILITY*	EOC382962			PER CLAIM AND PER ACCIDENT \$

Copies of Cham Hills insurance for your files.

Dawn

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPE
RE: PROJECT NO. 187282.B1.HW - PROFESSIONAL
*FOR PROFESSIONAL LIABILITY COVERAGE, THE
FOR ALL OPERATIONS OF THE INSURED. THE LIMIT

RECEIVED
COUNTY CLERK'S OFFICE
MAY 10 PM 2:58
WITHIN THE POLICY PERIOD

CERTIFICATE HOLDER

NASSAU COUNTY, FLORIDA
ATTN: DAWN STEVENSON/ CONTRACTS MANAGER
220 NASSAU PLACE
YULEE, FL 32097

NOTICE SHALL IMPOSE NO OBLIGATION UPON THE INSURED OR THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC
BY: Dorothy A. Stevens

Dorothy A. Stevens

MM1(3/02)

VALID AS OF: 04/30/04

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000719615-04

PRODUCER
MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

15114-00124-ALL- JAX 719615

COMPANIES AFFORDING COVERAGE

COMPANY
A ZURICH AMERICAN INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> \$500,000 SIR	GLO3784726-00	05/01/04	05/01/05	GENERAL AGGREGATE \$ 5,000,000
					PRODUCTS-COMP/OP AGG \$ 5,000,000
					PERSONAL & ADV INJURY \$ 500,000
					EACH OCCURRENCE \$ 500,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP8378516-09 (AOS) TAP8378560-09 (TX)	05/01/04 05/01/04	05/01/05 05/01/05	COMBINED SINGLE LIMIT \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY- EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC8378566-10 WC8378565-09	05/01/04 05/01/04	05/01/05 05/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: PROJECT NO. 187282.B1.HW - PROFESSIONAL ENGINEERING SERVICES; PM: BRYON RUSSELL/JAX.

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR TO THE AUTOMOBILE LIABILITY AND AS PER THE BLANK ENDORSEMENT TO THE GENERAL LIABILITY POLICY.

RECEIVED
 COUNTY COORDINATOR'S
 OFFICE
 04 MAY 10 PM 2:18

CERTIFICATE HOLDER

NASSAU COUNTY, FLORIDA
 ATTN: DAWN STEVENSON/CONTRACTS MANAGER
 220 NASSAU PLACE
 YULEE, FL 32097

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC
 BY: Dorothy A. Stevens

Dorothy A. Stevens

MM113/02

VALID AS OF: 04/30/04

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000719889-05

PRODUCER
MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

15114-00012-ALL- JAX 719889

INSURED
CH2M HILL, INC.
9428 BAYMEADOWS ROAD, SUITE 200
JACKSONVILLE, FL 32256

COMPANIES AFFORDING COVERAGE	
COMPANY A	ZURICH AMERICAN INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT</p> <p><input checked="" type="checkbox"/> \$500,000 SIR</p>	GLO3784726-00	05/01/04	05/01/05	<p>GENERAL AGGREGATE \$ 5,000,000</p> <p>PRODUCTS-COMP/OP AGG \$ 5,000,000</p> <p>PERSONAL & ADV INJURY \$ 500,000</p> <p>EACH OCCURRENCE \$ 500,000</p> <p>FIRE DAMAGE (Any one fire) \$ 500,000</p> <p>MED EXP (Any one person) \$</p>
A	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>	<p>BAP8378516-09 (AOS)</p> <p>TAP8378560-09 (TX)</p>	<p>05/01/04</p> <p>05/01/04</p>	<p>05/01/05</p> <p>05/01/05</p>	<p>COMBINED SINGLE LIMIT \$ 2,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (per accident) \$</p> <p>PROPERTY DAMAGE \$</p>
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p>				<p>AUTO ONLY- EA ACCIDENT \$</p> <p>OTHER THAN AUTO ONLY: \$</p> <p>EACH ACCIDENT \$</p> <p>AGGREGATE \$</p>
	<p>EXCESS LIABILITY</p> <p><input type="checkbox"/> UMBRELLA FORM</p> <p><input type="checkbox"/> OTHER THAN UMBRELLA FORM</p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL</p>				<p>WC STATUTORY LIMITS \$</p> <p>OTHER \$</p> <p>EL EACH ACCIDENT \$</p> <p>EL DISEASE-POLICY LIMIT \$</p> <p>EL DISEASE-EACH EMPLOYEE \$</p>
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 RE: PROJECT NO. 187282.B1.HW - PROFESSIONAL ENVIRONMENTAL SERVICES; PM: BRYON RUSSELL/JAX.
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR TO THE AUTOMOBILE LIABILITY AND AS PER THE BLANK ENDORSEMENT TO THE GENERAL LIABILITY POLICY.

RECEIVED
 COUNTY COORDINATOR
 OFFICE
 04 MAY 10 PM 2:58

CERTIFICATE HOLDER	CANCELLATION
<p>NASSAU COUNTY, FLORIDA</p> <p>ATTN: DAWN STEVENSON/ CONTRACTS MANAGER</p> <p>220 NASSAU PLACE</p> <p>YULEE, FL 32097</p>	<p>SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.</p>
	<p>MARSH USA INC</p> <p>By: Dorothy A. Stevens <i>Dorothy A. Stevens</i></p> <p>MM113/02</p> <p>VALID AS OF: 04/30/04</p>

TASK ORDER NO. 1

This Task Order is to the AGREEMENT between., NASSAU COUNTY and CH2M HILL, INC known as the "Continuing Contract for Consulting Professional Services, Nassau County, Florida", dated April 26, 2004. The Services to be provided under this Task Order are as follows:

Article 1. Services described as:

See Attachment A "Scope for Woodbridge Concurrency Review"

Article 2. Budget:

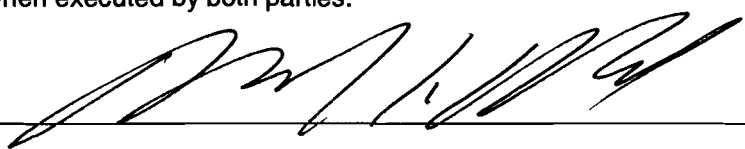
See Attachment B "Traffic Review Woodbridge Subdivison Nassau County, Florida, Summary Fee Sheet"


Article 3. Period of Performance:

Review to be completed prior to mediation currently scheduled for 10 AM July 9, 2004.

Article 4. Other Provisions:

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

For NASSAU COUNTY,  _____
dated this 8th day of July, 2004

For CH2M HILL, INC,  _____
dated this 8th day of July, 2004

Attachment A

Scope for Woodbridge Concurrency Review

CH2M HILL and Kimley-Horn and Associates, Inc. (KHA) staff will meet with the Nassau County staff to determine the County's requirements for review of a Land Development Traffic Assessment (LDTA). During this meeting, the history of the project and issues revolving around the Concurrency Studies submitted by the applicant will be discussed.

KHA will review the three (3) Land Development Traffic Assessments submitted for development of the Woodbridge Subdivision. The studies were completed by McCranie & Associates, Inc. in September 2003, January 2004 and June 2004, respectively. KHA will review the LDTA's to provide an opinion regarding the sufficiency and accuracy of the information provided. KHA will also review the letters from the Northeast Florida Regional Council and the Fair Share Analysis.

KHA will contact staff at the Northeast Florida Regional Council for any pertinent information about the project and discussions with the applicant. Nassau County will provide the Land Development Traffic Assessment and any correspondence between the County and the Northeast Florida Regional Council.

KHA will summarize their review in a letter prepared for Nassau County. The letter will provide Nassau County with recommendations pertaining to the availability of capacity on the Major Roadway Network of Nassau County.

KHA will attend one mediation meeting (assumed 4.5 hours) with Nassau County. KHA and CH2M HILL will attend one Board of County Commissioners meeting (assumed 2.5 hours) to present the review findings.

The review will be completed prior to the mediation currently scheduled for July 9 at 10:00 AM. Due to the time constraints, CH2M HILL will be unable to review the work performed by KHA prior to the mediation. KHA will be solely responsible for their work.

The total lump sum labor fee will be \$5760.

Additional services not described above will be billed on a labor fee plus expense basis.

Attachment B
KIMLEY-HORN AND ASSOCIATES, INC.
TRAFFIC REVIEW
WOODBIDGE SUBDIVISION
NASSAU COUNTY, FLORIDA

SUMMARY FEE SHEET

Project Description: Traffic Review for Woodbridge Subdivision

Activity	Senior Engineer		Project Manager		Engineer		CADD Technician		Admin/Clerical Support		Basic Activity	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
1. Kick Off Meeting with Nassau County June 30, 2004	0	\$175.00	3	\$130.00	0	\$80.00	0	\$75.00	2	\$55.00	\$500.00	5	\$100.00
2. Review Woodbridge LDTA (9/2/03) and RPC letter	0	\$175.00	4	\$130.00	0	\$80.00	0	\$75.00	0	\$55.00	\$520.00	4	\$130.00
3. Review Woodbridge East LDTA (1/6/04) and RPC letter	0	\$175.00	4	\$130.00	0	\$80.00	0	\$75.00	0	\$55.00	\$520.00	4	\$130.00
4. Review Revised Woodbridge LDTA (6/10/04)	0	\$175.00	6	\$130.00	3	\$80.00	0	\$75.00	0	\$55.00	\$1,020.00	9	\$113.33
5. Review Fair Share Analysis	0	\$175.00	4	\$130.00	2	\$80.00	0	\$75.00	0	\$55.00	\$680.00	6	\$113.33
6. Written review comments	0	\$175.00	2	\$130.00	0	\$80.00	0	\$75.00	1	\$55.00	\$315.00	3	\$105.00
7. Attend Mediation Meeting on July 9, 2004	0	\$175.00	6	\$130.00	0	\$80.00	0	\$75.00	0	\$55.00	\$780.00	6	\$130.00
8. Attend/Present to BOCC	0	\$175.00	4	\$130.00	0	\$80.00	0	\$75.00	2	\$55.00	\$630.00	6	\$105.00
TOTALS	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount			
	0	\$0.00	33	\$0.00	5	\$0.00	0	\$0.00	5	\$0.00	\$4,965.00	43	\$115.47

TOTAL CONTRACT FEE COMPUTATIONS

TOTAL FEE \$4,965.00

Attachment B
CH2M HILL, INC.
TRAFFIC REVIEW
WOODBIDGE SUBDIVISION
NASSAU COUNTY, FLORIDA

SUMMARY FEE SHEET

Project Description: Traffic Review for Woodbridge Subdivision

Activity	Senior Engineer		Project Manager		Engineer		CADD Technician		Admin/Clerical Support		Basic Activity	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
1. Kick Off Meeting with Nassau County June 30, 2004	0	\$175.00	2	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$278.00	2	\$139.00
2. Review Woodbridge LDTA (9/2/03) and RPC letter	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
3. Review Woodbridge East LDTA (1/6/04) and RPC letter	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
4. Review Revised Woodbridge LDTA (6/10/04)	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
5. Review Fair Share Analysis	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
6. Written review comments	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
7. Attend Mediation Meeting on July 9, 2004	0	\$175.00	0	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$0.00	0	na
8. Attend/Present to BOCC	0	\$175.00	2	\$139.00	0	\$80.00	0	\$75.00	0	\$50.00	\$278.00	2	\$139.00
9. Set up project in accounting	0	\$175.00	1	\$139.00	0	\$80.00	0	\$75.00	2	\$50.00	\$239.00	3	\$79.67
TOTALS	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount	Total M/H	Total Amount			
	0	\$0.00	5	\$0.00	0	\$0.00	0	\$0.00	2	\$0.00	\$795.00	7	\$113.57

TOTAL CONTRACT FEE COMPUTATIONS

TOTAL FEE \$795.00

TASK ORDER NO. 2

This Task Order is to the AGREEMENT between, NASSAU COUNTY and CH2M HILL, INC known as the "Continuing Contract for Consulting Professional Services, Nassau County, Florida", dated April 26, 2004. The Services to be provided under this Task Order are as follows:

Article 1. Services described as:

See Attachment A "CH2M HILL Scope of Services for SR A1A Traffic Study"

Article 2. Budget:

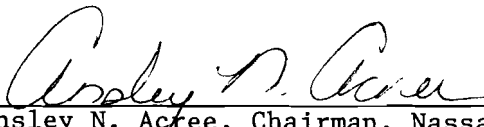
See Attachment B "Fee Proposal for SR A1A Traffic Study"

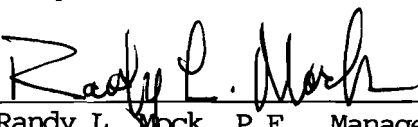
Article 3. Period of Performance:

A twelve month schedule is anticipated; however, the actual length will depend upon County reviews and direction. Recommendations for the improvements to the SR A1A/CR 107 intersection and surrounding road segments as described in Task 3C will be finalized prior to that time in accordance with a schedule to be provided by the County.

Article 4. Other Provisions:

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

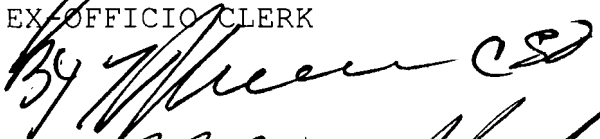
For NASSAU COUNTY, 
Ansley N. Acree, Chairman, Nassau County Board of County Commissioners
dated this 14th day of ~~August~~, 2005
September

For CH2M HILL, INC, 
Randy L. Mock, P.E., Manager, Transportation Business Group
dated this _____ day of ~~August~~, 2005
September

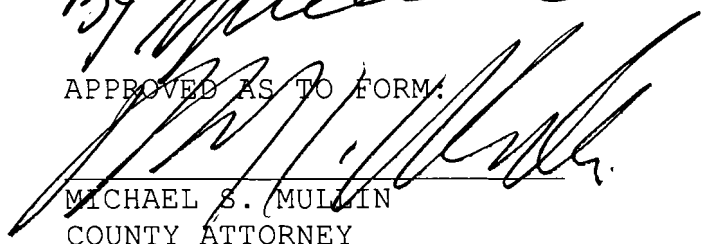
ATTEST:



JOHN A. CRAWFORD
EX-OFFICIO CLERK

39  CS

APPROVED AS TO FORM:



MICHAEL S. MULLIN
COUNTY ATTORNEY

Attachment A
CH2M HILL
Scope of Services for
SR A1A Traffic Study

Purpose

Nassau County has experienced rapid growth over the last decade. Most of this growth has occurred on Amelia Island; however, as available land has diminished on the Island, the SR A1A corridor has become the preferred growth area in the County. As a result, the level of service on SR A1A has reached failure levels through most of the corridor. FDOT is currently designing the widening of SR A1A, along with intersection improvements, from I-95 to CR 107. The FDOT consultant for the section from the western city limits of Yulee to CR 107 is Arcadis (BHR) and Connelly Wicker. The FDOT consultant for the section from I-95 to the western city limits of Yulee is CH2M Hill. Both FDOT consultants have been directed to only carry the plans through to a 60% level of completion.

FDOT has \$6.9 million in right of way funds programmed for 2008-2010. No construction funds are within the current 5 year Work Program.

Nassau County (the County) has selected CH2M Hill and King Engineering (the Consultant) to perform a traffic study of SR A1A corridor to assess existing traffic conditions, estimate future traffic conditions, and make recommendations for interim and long term transportation improvements. The purpose of this study is to guide the County in identifying the most economical and effective use of County funds and Fair Share contributions to improve traffic conditions on the corridor.

SCOPE OF WORK

The project will include the following project elements and tasks to prepare a traffic study of the SR A1A corridor. The study area will extend along SR A1A from I-95 to the Intracoastal Waterway and from the Nassau River to the St. Marys River.

TASK 1. Public Involvement:

- A. BOCC Meetings
Attend a maximum of twelve BOCC meetings.
- B. Other Meetings
No other meetings with agencies are anticipated.

TASK 2. Existing Conditions Analysis

- A. The Consultant will develop 500 scale Study Area Base Maps on aerial photography, to be supplied by the County, for use in public presentations, corridor maps and

alternative plans. The maps will include the following existing conditions, to be obtained from County electronic databases:

- Alignment and Right of Way of SR A1A
- The following programmed County Projects: CR 108 extension, Chester Road widening, Pages Dairy widening and extension east of US 17, Blackrock widening, and West Burgess extension
- The following future County concepts: Pages Dairy extension west of US 17 to I-95, and either a north or south bridge to Amelia Island
- Composite tax parcel boundaries

- B. The Consultant will analyze socioeconomic characteristics of the study area, including population, employment, commuting characteristics and housing. The source of this information will be existing County databases. This analysis will be presented in the Draft and Final Traffic Study Reports.

TASK 3. Existing and Future Traffic Analysis:

- A. The Consultant will analyze existing traffic conditions. The Consultant will validate the NERPM model for current year traffic volumes; however, any identified modifications to the adopted NERPM model will be addressed by others. Based upon existing traffic data supplied by the County, an assessment of existing roadway link and intersection level of service on SR A1A will be made. This assessment will identify the target list of interim/short-term improvements to the SR A1A intersections (William Burgess, US 17, Miner Road, Chester Road/Amelia Concourse, Blackrock Road, Barnwell Road, and CR 107). The Consultant will prepare conceptual diagrams (stick drawings) of recommended interim improvements to the targeted SR A1A intersections.
- B. The Consultant will analyze the effect of future land use and development on traffic. Known or expected major generators will be included. The Consultant will use NERPM model output to determine future (2015 and 2025) year traffic volumes. The Consultant will determine which road segments are deficient.
- C. The Consultant will analyze the effect of the programmed SR A1A improvements, and the County programmed and future improvements, on system capacity, using a future (2015 and 2025) level of service analysis for key segments. Based on this analysis, the benefits provided by the various projects will be ranked.
- D. The Consultant will prepare conceptual cost estimates of the SR A1A intersection improvements, and the County programmed and future improvements, using FDOT statewide average costs. Any costs associated with right of way acquisition for roadway improvements will not be estimated.
- E. After consultation with the County, a subset of the original list of improvements that provides the best benefit/cost ratio will be identified. All possible combinations of these projects in this subset will be analyzed to identify which combination of projects provides the most benefit for the cost.

TASK 4. Recommendations

- A. The Consultant will prepare a ranking of combinations of projects in terms of cost/benefit to the capacity of SR A1A. After consultation with the County, the Consultant will identify recommended roadway improvements on 500 scale exhibits on an aerial background. These exhibits will be included in the Draft and Final Traffic Study Reports.
- B. The Consultant will develop specific recommendations for short term changes in zoning ordinances and subdivision and site plan regulations. Non-regulatory measures or short term recommended improvement projects will be identified. This analysis will be presented in the Draft and Final Traffic Study Reports.
- C. The Consultant will recommend the most effective interim improvements to the SR A1A/CR 107 intersection and surrounding road segments on SR A1A (Blackrock to CR 107) and CR 107 (Amelia Concourse to SR A1A) will be expedited to guide the County in the best use of Fair Share funds resulting from the Woodbridge concurrency contributions. This information will be presented in a memorandum.
- D. The Consultant will develop a preliminary interchange concept plan for SR A1A/US 17 intersection and prepare a preliminary engineering and construction cost estimate. Right of way requirements will be identified but right of way cost estimates will not be prepared. These plans will be included in the Draft and Final Traffic Study Reports.

TASK 5. Document Preparation

- A. The Consultant will prepare a Traffic Memorandum on the SR A1A corridor describing the methodology used to develop the existing and future traffic conditions analysis.
- B. The Consultant will prepare a separate Memorandum specifically on the CR 107/SR A1A area.
- C. Finally, the Consultant will prepare Draft & Final Traffic Study Reports, summarizing the results of the Study.

TASK 6. Project Management/Coordination/Administration

The Consultant will meet with County Staff a maximum of eight times during the project to advise the County of project status and answer questions.

DELIVERABLES

The following products will result from this project:

- Corridor base maps
- Traffic Memorandum

- Conceptual diagrams for interim/short-term roadway improvements
- Memorandum describing recommendations for interim/short-term improvement within the SR A1A/CR 107 area
- Draft report summarizing all above components
- Final Report & Executive Summary of recommendations

ITEMS TO BE SUPPLIED BY NASSAU COUNTY

- All available relevant GIS information
- Property owner database, including parcel maps
- Planning and zoning reviews for new and existing subdivisions
- Reviews of technical memos; draft and final reports
- Plans of proposed roadway improvements

SCHEDULE

A twelve month schedule is anticipated; however, the actual length of time will depend upon County reviews and direction. Recommendations for the improvements to the SR A1A/CR 107 intersection and surrounding road segments as described in Task 3C will be finalized prior to that time in accordance with a schedule to be provided by the County.

METHOD OF COMPENSATION

This will be a cost reimbursable-per diem project. Compensation will be based on actual hours billed to the project at the negotiated rates. These rates include all allowances for salary, overheads and fees, but do not include allowances for Direct Expenses. Direct expenses will be billed at actual cost.

The Consultant will make reasonable efforts to complete the work within the budget and will keep the County informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. The Consultant is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the County obligated to pay the Consultant beyond these limits.

When a budget has been increased, the Consultant's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: SR A1A Traffic Study
Project Limits: US 17 to CR 107

Financial Project ID No. : _____

PHOTOGRAPHY

Roadway Aerial:	0	sheets	x	\$350.00	per sht =	\$0.00
Right-of-Way Maps:	0	sheets	x	\$0.00	per sht =	\$0.00
Ground Photography:	1	rolls	x	\$20.00	per roll =	\$20.00
Color Infrared Photography:	0	frames	x	\$0.00	per sht =	\$0.00

PHOTOGRAPHY TOTALS: \$20.00

REPRODUCTION

	Color Plots	Mylar	Blueline (24"x36")	Xerox (11"x17")
PLANS				
Base Maps(10):	80	0	0	80
Utility Contacts (10 sets):	0	0	0	0
Draft Plans(5 sets):	0	0	125	125
Final Plans(5 sets):	0	0	125	125
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
WORKING COPIES:	0	0	0	0
TOTALS:	80	0	250	330
UNIT COSTS:	\$50.00	\$9.60	\$0.65	\$0.15
TOTAL COSTS:	\$4,000.00	\$0.00	\$162.50	\$49.50

	Xerox (8.5"x14")	Blueline	Xerox (8.5"x11")
REPORTS, ETC.			
Typical Section Package			
Design Documents:			
Draft (5 sets)			500
Final (5 sets)			500
Environmental Reports:			
	0	0	1000
	\$0.10	\$0.65	\$0.10
	\$0.00	\$0.00	\$100.00

REPRODUCTION TOTALS: \$4,312.00

TRAVEL EXPENSES (see attached page for additional travel expenses)

TO: Miscellaneous Project Trips		FROM: Jax Office	
Personal Vehicle:	0 trips x 0 miles	x	\$0.00 per mile = \$0.00
Personal Vehicle:	12 trips x 90 miles	x	\$0.36 per mile = \$388.80
Meals:	12 trips x 2 people	x	\$6.00 = \$144.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00
TO: Yulee for Public Meetings and Meetings with County staff		FROM: Jax Office	
Per Diem:	0 trips x 0 people	x	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle:	12 trips x 90 miles	x	\$0.36 per mile = \$388.80
Hotel:	0 trips x 0 people	x	0 days/trip \$0.00 /room = \$0.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00
TO: Other Agencies		FROM: Jax Office	
Per Diem:	0 trips x 0 people	x	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle:	0 trips x 0 miles	x	\$0.36 per mile = \$0.00
Hotel:	0 trips x 0 people	x	0 days/trip \$0.00 /room = \$0.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00

PAGE SUBTOTAL: \$921.60

TOTAL TRAVEL EXPENSES: \$921.60

MONTHLY SHIPPING AND COMPUTER COSTS

Shipping/UPS/Fedex:	9	months	x	\$25.00	\$225.00
Telecommunications	9	months	x	\$25.00	\$225.00
CADD Machine Time		hours	x	\$6.99	\$0.00

TOTAL SHIPPING AND COMPUTER EXPENSES: \$450.00

MISCELLANEOUS

TOTAL MISCELLANEOUS EXPENSES: \$0.00

TOTAL OUT-OF-POCKET EXPENSES: \$5,703.60

ESTIMATE OF WORK EFFORT AND COST
SR A1A Traffic Study

Description	CH2 Hours	King Hours	Total Hours	Comments
PUBLIC INVOLVEMENT				
Attend BOCC Meetings	32	64	96	12 meetings X 2 persons X 4 hrs
EXISTING CONDITIONS ANALYSIS				
Develop Study Area Base Maps	96	0	96	8 aerial photographs at 500 scale at 12 hrs each, showing existing road network and project alternatives
Analyze Socioeconomic Characteristics	40	0	40	Determine traffic generation potential from review of census data, County development records
EXISTING AND FUTURE TRAFFIC ANALYSIS				
Existing Traffic Conditions	0	184	184	
Identify target list of short-term improvements	0	56	56	SR A1A, seven intersections at 8 hrs each
Project model validation	0	96	96	
Future Year Traffic Volumes	0	96	96	
Future year traffic conditions and deficiencies	0	96	96	
Identify benefits of individual projects	0	136	136	Seven programmed and future County concepts plus SR A1A widening (FDOT)
Prepare conceptual cost estimates	40	0	40	For SR A1A interim improvements and programmed and future County projects, using FDOT per mile costs
Identify benefits of combinations of projects	0	100	100	
RECOMMENDATIONS				
Ranking of combination of projects	0	34	34	
Exhibit preparation	48	0	48	Recommended long term improvements, 500 scale, 8 aeriels, 6 hrs each
Land Use and Zoning	48	0	48	
Woodbridge concurrency recommendations	40	0	40	
SR A1A/US 17 interchange concept plans	64	0	64	
DOCUMENT PREPARATION				
Methodology Technical Memo	16	84	100	Traffic memo
Woodbridge technical memo	40	0	40	
Draft and Final Reports	36	164	200	Draft=120 and Final = 80
PROJECT MGMT./COORDINATION/ADMIN				
Project Management, Coordination, Administration	40	48	88	8 meetings with County staff X 2 people X 4 hrs+ 24 hrs for project administration
Total Hours	540	1,158	1,698	
Total Fees	\$59,714.80	\$101,080.19	\$160,794.99	

ESTIMATE OF WORK EFFORT AND COST

SR A1A Corridor Study

King Engineering

Task	King Engineering Employee Classification							Total
	Principal	Sr. Tran Plan	Proj Engr	Traf Analyst	Eng Tech	Drafter	Clerical	
TASK 1.0 -- PUBLIC INVOLVEMENT								\$10,252
A. BOCC Meetings	32	32	0	0	0	0	C	64
TASK 2.0 -- EXISTING CONDITIONS ANALYSIS								\$0
A. Study Area Base Maps	0	0	0	0	0	0	0	0
B. Socioeconomic Conditions Analysis	0	0	0	0	0	0	C	0
TASK 3.0 -- EXISTING AND FUTURE TRAFFIC ANALYSIS								\$59,266
A. Existing Traffic Conditions	4	12	12	32	100	24	0	184
A. Identify target list of short-term improvements	4	12	16	16	8	0	C	56
A. Project model validation	4	16	0	60	16	0	0	96
B. Future year traffic volumes	4	16	0	60	16	0	0	96
B. Future year traffic conditions and deficiencies	4	16	0	60	16	0	C	96
C. Identify benefits of individual projects	4	16	40	60	16	0	C	136
D. Prepare conceptual cost estimates	0	0	0	0	0	0	0	0
E. Identify benefits of combinations of projects	4	16	24	24	16	16	0	100
TASK 4.0 -- RECOMMENDATIONS								\$6,379
A. Ranking of combination of projects	2	2	8	16	0	4	2	34
A. Exhibit preparation	0	0	0	0	0	0	0	0
B. Land Use and Zoning	4	8	0	16	16	0	C	44
C. Woodbridge concurrency recommendations	0	0	0	0	0	0	0	0
D. SR A1A/US 17 interchange concept plans	0	0	0	0	0	0	C	0
TASK 5.0 -- DOCUMENT PREPARATION								\$19,476
A. Methodology Technical Memo	4	24	16	8	0	16	16	84
B. Woodbridge Technical Memo	0	0	0	0	0	0	0	0
C. Draft and Final Reports	8	20	40	32	0	40	24	164
TASK 6.0 -- PROJECT MGMT./COORDINATION/ADMIN								\$5,357
Project Management, Coordination, Administration	8	24	0	0	0	0	16	48
Total Hours	86	214	156	384	204	100	58	1,202
Classification Hourly Salary Rate	\$67.00	\$49.50	\$28.84	\$26.43	\$16.00	\$15.50	\$14.00	
Overhead Rate	150%	150%	150%	150%	150%	150%	150%	
Profit Margin	10%	10%	10%	10%	10%	10%	10%	
Salary Multiplier	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
Burdened Salary Rate	\$184.25	\$136.13	\$79.31	\$72.68	\$44.00	\$42.63	\$38.50	
Salary Cost	\$15,845.50	\$29,130.75	\$12,372.36	\$27,910.08	\$8,976.00	\$4,262.50	\$2,233.00	
				Total Salary Cost			\$100,730.19	
				Direct Expenses				
				Mileage			\$250.00	
				Printing			\$100.00	
				Total Fee			\$101,080.19	

TASK ORDER NO. 3

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

The Scope of Services as provided in the attached proposal are to perform the design of the repairs for an existing deteriorated steel elevated walkway connecting three steel tanks at the West Nassau landfill.

CH2M Hill, Inc. will conduct a field inspection of the existing walkway to assess the condition and make field measurements. Based upon the findings CH2M Hill will prepare biddable contract document of the work necessary to reinstate the walkway to safely support personnel.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. is prepared to commence the project immediately upon receipt of notice to proceed or execution of the proposal. The inspection will take place with 2 weeks of notice to proceed. The plans and specifications for repair will be delivered within 5 weeks from notice to proceed.

ARTICLE 3. Budget

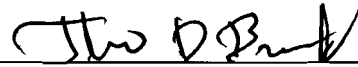
CH2M Hill will perform the work on a lump sum basis for the amount of \$6,800.00.

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

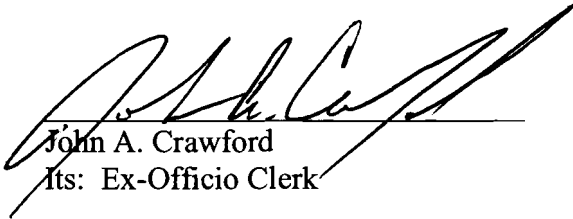
Dated this 9th of August, 2006

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



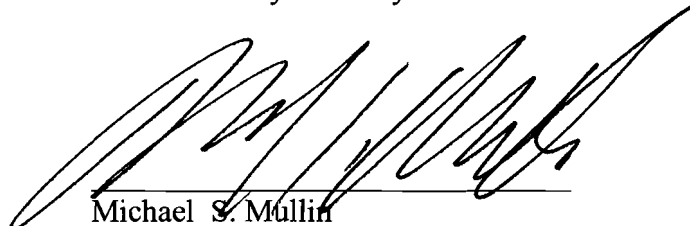
Thomas D. Branán, Jr.
Its: Chairman

ATTEST:



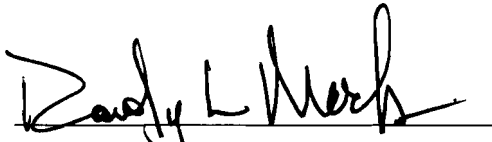
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

CH2M Hill, Inc.



Randy E. Mock

Attachment A
CH2MHILL Work Plan and Fee Proposal
Catwalk Repair
West Nassau Landfill
For the Board of County Commissioners
Nassau County, Florida

Prepared Date: May 18, 2006

This Work Plan is to the Agreement between, Nassau County and CH2MHILL, INC known as the "Continuing Contract For Consulting Professional Services, Nassau County, Florida" dated April 26, 2004.

Background

CH2M HILL INC. has been requested to provide engineering services to perform the design of the repairs for an existing deteriorated steel elevated walkway connecting three steel tanks at the West Nassau landfill.

Scope of Services

CH2MHILL will conduct a field inspection of the existing walkway to assess the condition and make field measurements. Based upon the findings CH2M HILL will prepare biddable contract document of the work necessary to reinstate the walkway to safely support personnel.

Field Visits and Meetings

A maximum of one field inspection will be performed. It is assumed that two meetings between CH2MHILL personnel and the County's personnel will also be required.

Contract Documents

Contract documents will consist of 11' x17" drawings with the necessary specification information noted on the drawings.

Cost Estimate

CH2M HILL will prepare an estimate of the construction cost.

Deliverables

The following items will be provided

- Memorandum of Recommendation of repairs.
- Final Plans and Specifications of the Repairs (11x17 Sheets)
- Construction cost estimate.

Schedule

CH2MHILL is prepared to commence the project immediately upon receipt of notice to proceed or execution of this Proposal. The inspection will take place within 2 weeks of notice to proceed. The plans and specifications for repair will be delivered within 5 weeks from notice to proceed.

Assumptions and Conditions

The following assumptions and conditions have been used in preparing this scope:

- No Survey will be required to complete the scope.
- Access to the site is available.
- Construction Services are not included in this scope of services.

Subconsultants

CH2MHILL does not intend to use any subconsultants on this project.

Compensation

CH2MHILL will perform the work on a Lump Sum basis for the amount of \$6,800.00.

TASK ORDER NO. 4

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

The Scope of Services as provided in the attached proposal are to assist in preparing bid documents, assist in evaluating bids, review shop drawings, respond to contractor requests for information, conduct a field inspection of the completed walkway and review as-built drawings.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. is prepared to commence the project immediately upon receipt of notice to proceed or execution of the proposal. The task will be considered completed when Nassau County determines that no further construction support services are needed.

ARTICLE 3. Budget

CH2M Hill will perform the work on a time and materials not to exceed basis as follows:

Senior Engineer maximum of 24 hours at \$135.00 per hour (limit is \$3,240.00)

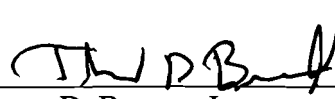
Expenses including travel to the project (45 miles round trip at \$0.36 per mile = \$16.20)

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.


Dated this 9th of August, 2006

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

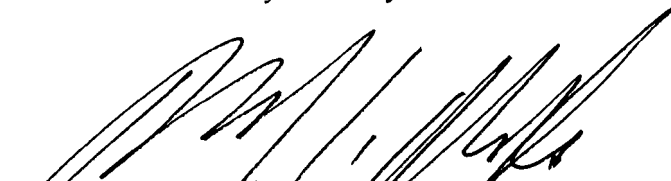


Thomas D. Branan, Jr.
Its: Chairman

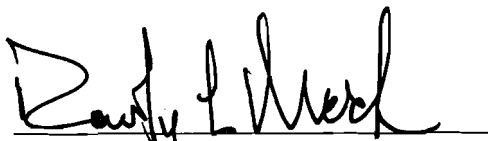
ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

CH2M Hill, Inc.


Randy L. Mock

Attachment B
CH2MHILL Work Plan and Fee Proposal
Construction Services for Catwalk Repair
West Nassau Landfill
For the Board of County Commissioners
Nassau County, Florida

Prepared Date: July 10, 2006

This Work Plan is to the Agreement between, Nassau County and CH2MHILL, INC known as the "Continuing Contract For Consulting Professional Services, Nassau County, Florida" dated April 26, 2004.

Background

CH2M HILL INC. has been requested to provide construction support services for the repairs to an existing deteriorated steel elevated walkway connecting three steel tanks at the West Nassau landfill.

Scope of Services

CH2MHILL will, as requested by Nassau County, assist in preparing bid documents, assist in evaluating bids, review shop drawings, respond to contractor requests for information, conduct a field inspection of the completed walkway and review as-built drawings.

Field Visits and Meetings

A maximum of one field inspection will be performed.

Deliverables

The following items will be provided

- Shop Drawing Reviews
- Memorandum documenting the field visit

Schedule

CH2MHILL is prepared to commence the project immediately upon receipt of notice to proceed or execution of this Proposal. The task will be considered completed when Nassau County determines that no further construction support services are needed.

Assumptions and Conditions

The following assumptions and conditions have been used in preparing this scope:

- No Survey will be required to complete the scope.

- Access to the site is available.

Subconsultants

CH2MHILL does not intend to use any subconsultants on this project.

Compensation

CH2MHILL will perform the work on a time and materials not to exceed basis as follows:

Senior Engineer maximum of 24 hours at \$135.00 per hour (limit is \$3240).

Expenses including travel to the project (45 miles round trip at \$0.36 per mile=\$16.20)

TASK ORDER NO. 6

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide engineering services to assist Nassau County on an as needed basis until a full time Director of Engineering is hired.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. is prepared to commence the work immediately upon receipt of notice to proceed. The task will be considered completed when Nassau County determines that no further support services are needed.

ARTICLE 3. Budget

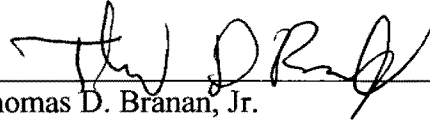
CH2M Hill will perform the work on a time and material basis. Fee schedule or negotiated reduced rates will be used.

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

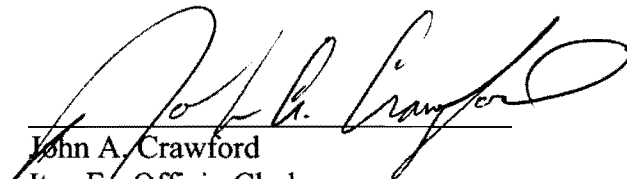
Dated this 13th of September, 2006

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

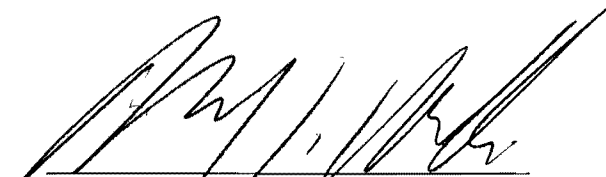


Thomas D. Branan, Jr.
Its: Chairman

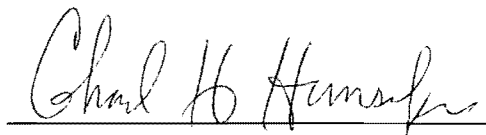
ATTEST:


John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

CH2M Hill, Inc.



Rates for Nassau County
Continuing Engineering Services Contract

March 16, 2004

Employee (Optional)	Job Classification	Requested Billing Rate
	Senior Principal	\$ 220.17
	Principal	\$ 188.74
	Sr. Technical Specialist	\$ 165.61
	Sr. Engineer/Specialist	\$ 148.64
	Project Manager	\$ 139.00
	Engineer/Professional	\$ 134.99
	Jr. Engineer/Professional	\$ 110.39
	Senior Designer	\$ 105.36
	Designer/Senior Technician	\$ 91.65
	Field Representation	\$ 130.38
	Technician	\$ 58.90
	Clerical	\$ 64.50
All Other Expenses	Reimbursable	
Mileage	36 cents/mile	

Approval of Rate Structure

Consultant: _____

County: _____

TASK ORDER NO. 5

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide engineering services to assist Nassau County in negotiations for development review for following: Blackrock Park Subdivision, Living Water's Outreach Center, Bristol, and Bailey Road Self Storage.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. commencement start date for this task is August 28, 2005. The task will be considered completed when Nassau County determines that no further engineering support services under this task order are needed.

ARTICLE 3. Budget

CH2M Hill will perform the work on a lump sum cost of \$7,130.70. Breakdown of charges as follows:

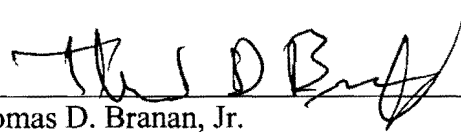
Task 1.0 – Meetings	\$ 1,946.00
Task 2.0 – Blackrock Park Subdivision	\$ 529.00
Task 3.0 – Living Waters Outreach Center	\$ 3,547.00
Task 4.0 – Bristol (see Task 2A)	\$ 0.00
Task 5.0 – Bailey Road Self Storage	\$ 529.00
Task 6.0 – Project management/Admin.	\$ 482.00
 Miscellaneous Out-of-Pocket Expenses	 \$98.00

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

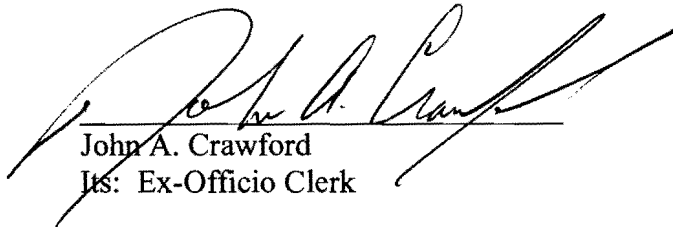
Dated this 13th of September, 2006

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



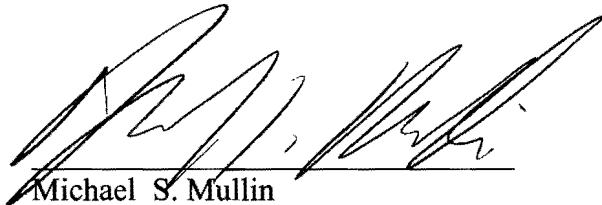
Thomas D. Branan, Jr.
Its: Chairman

ATTEST:



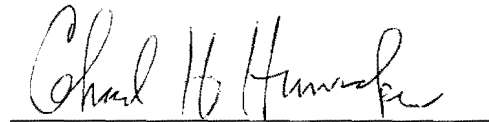
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin

CH2M Hill, Inc.



Charles H. Hummer

ESTIMATE OF WORK EFFORT AND COST

Nassau County Engineering Staff Assistance

Description	Hours	Comments
MEETINGS		
BOCC Meetings	6	2 meetings X 1 person X 3 hrs
Meetings with Developers	8	4 meetings X 1 person X 1 hr + preparation and meeting notes
BLACKROCK PARK SUBDIVISION		
Coordination with staff and NEFRPC on reserved trips	0	To be done by others
Review Ghyabi design for SR 200/Chester intersection and determine ROW needs on north side	4	Plans to be obtained by others.
LIVING WATERS OUTREACH CENTER		
Analyze CR 107 rural vs. urban construction and right of way cost comparison	32	Two typical section alternatives, one alignment alternative. Construction costs estimated based on per mile costs. Right of way costs based on property appraiser's database. Exhibits 200 scale, color aerial background.
BRISTOL		
See Task 2A.	0	
BAILEY ROAD SELF STORAGE		
Investigate status of FDOT signalization improvement project and determine if Sadler intersection can be improved by signal timing.	4	
PROJECT MANAGEMENT/ADMIN		
Develop scope and fee, get approval to work without authorization.	4	
Total Hours	58	
Total Fees	\$7,130.70	

ESTIMATE OF WORK EFFORT AND COST

Nassau County Engineering Staff Assistance

Task	CH2M HILL Engineering Employee Classification									
	Principal	Sr. Tech Spec	Senior Engineer	Project Manager	Engineer	Junior Engineer	Senior Designer	Technician	Clerical	Total
TASK 1.0 -- MEETINGS										\$1,946
A. BOCC Meetings	0	0	0	6	0	0	0	0	0	6
B. Meetings with Developers	0	0	0	8	0	0	0	0	0	8
TASK 2.0 -- BLACKROCK PARK SUBDIVISION										\$529
A. Coordination with staff and NEFRPC on reserved trips	0	0	0	0	0	0	0	0	0	0
B. Review Ghyabi design for SR 200/Chester intersection and determine ROW needs on north side	0	0	2	1	1	0	0	0	0	4
TASK 3.0 -- LIVING WATERS OUTREACH CENTER										\$3,547
A. Analyze CR 107 rural vs. urban construction and right of way cost comparison	0	0	8	4	12	0	0	8	0	32
TASK 4.0 -- BRISTOL										\$0
A. See Task 2A.	0	0	0	0	0	0	0	0	0	0
TASK 5.0 -- BAILEY ROAD SELF STORAGE										\$529
A. Investigate status of FDOT signalization improvement project and determine if Sadler intersection can be improved by signal timing.	0	0	2	1	1	0	0	0	0	4
TASK 6.0 -- PROJECT MANAGEMENT/ADMIN										\$482
A. Develop scope and fee, get approval to work without authorization.	0	0	0	3	0	0	0	0	1	4
Total Hours	0	0	12	23	14	0	0	8	1	58
Burdened Salary Rate	\$188.74	\$135.00	\$135.00	\$139.00	\$120.00	\$100.00	\$105.36	\$58.90	\$64.50	
Salary Cost	\$0.00	\$0.00	\$1,620.00	\$3,197.00	\$1,680.00	\$0.00	\$0.00	\$471.20	\$64.50	
				Total Salary Cost					\$7,032.70	
				Direct Expenses					\$98.00	
				Total Fee					\$7,130.70	

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: Nassau County Engineering Staff Assistance
Project Limits: _____

Financial Project ID No. : _____

PHOTOGRAPHY

Roadway Aerial:	<u>0</u>	sheets	x	<u>\$350.00</u>	per sht =	<u>\$0.00</u>
Right-of-Way Maps:	<u>0</u>	sheets	x	<u>\$0.00</u>	per sht =	<u>\$0.00</u>
Ground Photography:	<u>0</u>	rolls	x	<u>\$20.00</u>	per roll =	<u>\$0.00</u>
Color Infrared Photography:	<u>0</u>	frames	x	<u>\$0.00</u>	per sht =	<u>\$0.00</u>

PHOTOGRAPHY TOTALS: \$0.00

REPRODUCTION

	Color Plots	Mylar	BlueIne (24"x36")	Color aeriels (11"x17")
PLANS				
Base Maps(10):	0	0	0	0
Utility Contacts (10 sets):	0	0	0	0
Draft Plans(5 sets):	0	0	0	40
Final Plans(5 sets):	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
WORKING COPIES:	0	0	0	0
TOTALS:	0	0	0	40
UNIT COSTS:	\$50.00	\$9.60	\$0.65	\$1.15
TOTAL COSTS:	\$0.00	\$0.00	\$0.00	\$46.00

REPORTS, ETC.

	Xerox (8.5"x14")	BlueIne	Xerox (8.5"x11")
Typical Section Package			
Design Documents:			
Draft (5 sets)			20
Final (5 sets)			0
Environmental Reports:			
	0	0	20
	\$0.10	\$0.65	\$0.10
	\$0.00	\$0.00	\$2.00

REPRODUCTION TOTALS: \$48.00

TRAVEL EXPENSES (see attached page for additional travel expenses)

TO: Miscellaneous Project Trips		FROM: Jax Office	
Personal Vehicle:	0 trips x 0 miles	x	\$0.00 per mile = \$0.00
Personal Vehicle:	0 trips x 0 miles	x	\$0.36 per mile = \$0.00
Meals:	0 trips x 0 people	x	\$6.00 = \$0.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00
TO: Yulee for BOCC Meetings and Meetings with County staff		FROM: Jax Office	
Per Diem:	0 trips x 0 people	x	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle:	0 trips x 0 miles	x	\$0.36 per mile = \$0.00
Hotel:	0 trips x 0 people	x	0 days/trip \$0.00 / room = \$0.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00
TO: Other Agencies		FROM: Jax Office	
Per Diem:	0 trips x 0 people	x	0 days/trip x \$0.00 per day = \$0.00
Personal Vehicle:	0 trips x 0 miles	x	\$0.36 per mile = \$0.00
Hotel:	0 trips x 0 people	x	0 days/trip \$0.00 / room = \$0.00
Rental Vehicle:	0 trips x 0 days/trip	x	\$0.00 daily rate = \$0.00
Airfare:	0 trips x 0 people	x	\$0.00 round trip = \$0.00

PAGE SUBTOTAL: \$0.00

TOTAL TRAVEL EXPENSES: \$0.00

MONTHLY SHIPPING AND COMPUTER COSTS

Shipping/UPS/Fedex:	<u>1</u>	months	x	<u>\$25.00</u>	<u>\$25.00</u>
Telecommunications	<u>1</u>	months	x	<u>\$25.00</u>	<u>\$25.00</u>
CADD Machine Time		hours	x	<u>\$6.99</u>	<u>\$0.00</u>

TOTAL SHIPPING AND COMPUTER EXPENSES: \$50.00

MISCELLANEOUS

TOTAL MISCELLANEOUS EXPENSES: \$0.00

TOTAL OUT-OF-POCKET EXPENSES: \$98.00

TASK ORDER NO. 7

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide engineering services to prepare traffic forecasts for the Opening Year 2008 and the Design Year 2028 for 14th Street between Lime Street and Atlantic Avenue, as provided in the proposal from CH2M Hill dated November 17, 2006 (Attachment A). The forecasts will be based on existing traffic counts and the growth rate for the roadway. A travel demand model will not be required for this effort. The growth rate for the traffic forecasts will be that reported in the latest Nassau County Transportation Analysis Spreadsheet. K, D, and T factors will also be provided by Nassau County.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. is prepared to commence the project immediately upon receipt of notice to proceed or execution of this Task Order and is anticipated to be complete within three weeks from commencement of work.

ARTICLE 3. Budget

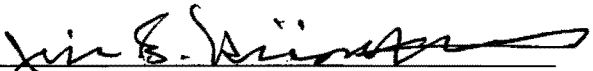
CH2M Hill will perform the work on a Lump Sum basis for the amount of \$9,320.00.

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

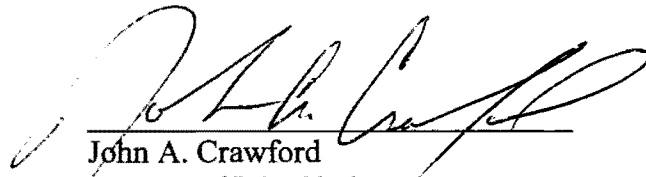
Dated this 14th of February, 2007

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



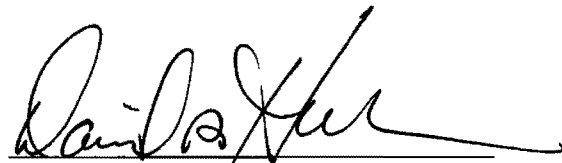
Jim B. Higginbotham
Its: Chairman

ATTEST:



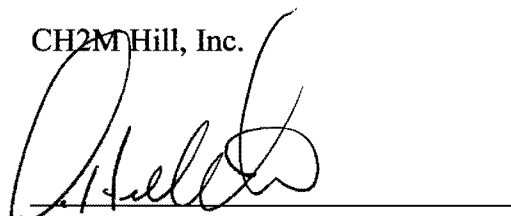
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



David A. Hallman

CH2M Hill, Inc.



JEFF HELLSTROM

Scope of Work
Traffic Analysis for 14th Street from Lime Street to Atlantic Avenue
Nassau County, Florida
November 17, 2006

CH2M HILL (the CONSULTANT) will prepare traffic forecasts for the Opening Year 2008 and the Design Year 2028 for 14th Street between Lime Street and Atlantic Avenue. The forecasts will be based on existing traffic counts and the growth rate for the roadway. A travel demand model will not be required for this effort. The growth rate for the traffic forecasts will be that reported in the latest Nassau County Transportation Analysis Spreadsheet. K, D, and T factors will also be provided by Nassau County.

Traffic forecasts will be provided for the following links:

1. 14th Street from Lime Street to Jasmine Street
2. 14th Street from Jasmine Street to Hickory Street
3. 14th Street from Hickory Street to Atlantic Avenue

Turning movement volumes will be provided for the following intersections:

1. 14th Street and Lime Street
2. 14th Street and Jasmine Street
3. 14th Street and Hickory Street
4. 14th Street and Beech Street
5. 14th Street and Atlantic Avenue

The CONSULTANT will conduct intersection capacity analyses for the design hour of the Opening Year 2008 and the Design Year 2028 at the following intersections:

1. 14th Street and Lime Street
2. 14th Street and Jasmine Street
3. 14th Street and Hickory Street
4. 14th Street and Beech Street
5. 14th Street and Atlantic Avenue

The CONSULTANT will conduct link capacity analyses for the design hour of the Opening Year 2008 and the Design Year 2028 for the following roadway segments:

1. 14th Street from Lime Street to Jasmine Street
2. 14th Street from Jasmine Street to Hickory Street
3. 14th Street from Hickory Street to Atlantic Avenue

The results of the analyses listed above will be used to develop recommendations for the basic number of lanes needed on 14th Street and intersection geometry. The improvement recommendations will be documented in a technical memorandum. Geometric improvement recommendations will be developed for the following intersections:

1. 14th Street and Lime Street
2. 14th Street and Jasmine Street
3. 14th Street and Hickory Street
4. 14th Street and Beech Street
5. 14th Street and Atlantic Avenue

Nassau County will provide the following information:

- Existing Traffic Counts
- Growth Rate
- K, D and T factors.
- PHF and Population Factor

The fee for these services will be a lump sum of \$9320.

TASK ORDER NO. 8

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide engineering services to perform a visual structural assessment of Evan's Rendezvous and Motel for possible restoration and adaptation for park uses as provided in the Work Plan and Fee Proposal submitted by CH2M Hill dated December 20, 2006 (Attachment A). Services to provide as follows:

- 1) Visual inspection of water damage to the slab in both buildings.
- 2) Structural inspection of the existing structures to assess the condition and make field measurements.
- 3) Assess settlement of slab and supporting structures.
- 4) Geotechnical investigation of bearing capacity of soil. CH2M Hill intends to use Wolf WPC, as a sub-consultant, for the geotechnical services on this project (Attachment B).
- 5) Determine slab bearing capacity and provide recommendations for slab repair.
- 6) Provide recommendations for satisfying DEP requirements.
- 7) Based upon the findings, CH2M Hill will prepare a report documenting the existing structural condition and requirements or limitations that will be required for compliance with local and state regulations and codes.

ARTICLE 2. Time Schedule

CH2M Hill, Inc. is prepared to commence the project immediately upon receipt of notice to proceed or execution of this Task Order. The inspection will take place within 2 weeks of notice to proceed. The 90% report will be delivered within 8 weeks from notice to proceed.

ARTICLE 3. Budget

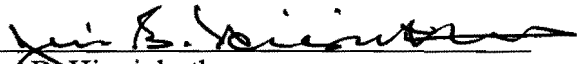
CH2M Hill will perform the work on a Lump Sum basis for the amount of \$18,464.30, including \$3,400.00 for Wolf WPC (see Attachment B).

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

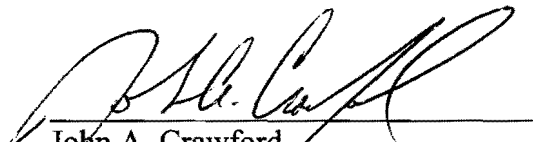
Dated this 21st of February, 2007

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



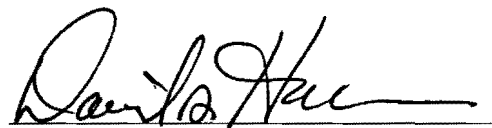
Jim B. Higginbotham
Its: Chairman

ATTEST:



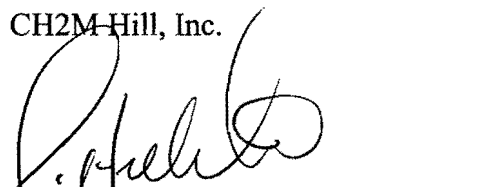
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



David A. Hallman

CH2M-Hill, Inc.



JEFF HELLSTROM

ATTACHMENT "A"

CH2M HILL

Proposal for American Beach Historic Park
Evaluation of Structural Conditions of Evan's Rendezvous and Motel
Proposal date: December 20, 2006

CH2MHILL Work Plan and Fee Proposal
American Beach Historic Park
Evaluation of Structural Conditions of Evan's Rendezvous
and Motel
For the Board of County Commissioners
Nassau County, Florida

Prepared Date: December 20, 2006

This Work Plan is to the Agreement between, Nassau County and CH2MHILL, INC known as the "Continuing Contract For Consulting Professional Services, Nassau County, Florida" dated April 26, 2004.

Background

CH2M HILL INC. has been requested to provide engineering services to perform a visual structural assessment of Evan's Rendezvous and Motel for possible restoration and adaptation for park uses.

Scope of Services

CH2MHILL will perform the services described in Tim Milligan's December 8, 2006, letter. Our understanding of the scope of services is as follows:

- 1) Visual inspection of water damage to the slab in both buildings.
- 2) Structural inspection of the existing structures to assess the condition and make field measurements.
- 3) Assess settlement of slab and supporting structures
- 4) Geotechnical investigation of bearing capacity of soil.
- 5) Determine slab bearing capacity and provide recommendations for slab repair.
- 6) Provide recommendations for satisfying DEP requirements.
- 7) Based upon the findings, CH2M HILL will prepare a report documenting the existing structural condition and requirements or limitations that will be required for compliance with local and state regulations and codes.

Field Visits and Meetings

A kickoff meeting and a maximum of three update meetings will be held with County staff. A maximum of one field inspection will be performed. It is assumed that a meeting with the County's building department will also be required in order to research local building codes and regulations. A presentation to the Board of County Commissioners is included (if requested by the BOCC).

Deliverables

A letter Report of Findings and Recommendation of repairs needed to bring the structures into compliance will be provided. This document will be provided at 30%, 60%, 90% and final stages.

Schedule

CH2MHILL is prepared to commence the project immediately upon receipt of notice to proceed or execution of this Proposal. The inspection will take place within 2 weeks of notice to proceed. The 90% report will be delivered within 8 weeks from notice to proceed.

Assumptions and Conditions

The following assumptions and conditions have been used in preparing this scope:

- Access to the site is available.
- Survey will be provided by the County.
- No demolition for inspection is included. Structural inspection will be visual and include accessible areas of the facilities.
- A cost estimate will not be provided. To determine the cost of the necessary improvements, significant effort will have to be put into determining the appropriate design.
- Construction Services are not included in this scope of services.

Subconsultants

CH2MHILL intends to use Wolf WPC for geotechnical services on this project.

Compensation

CH2MHILL will perform the work on a Lump Sum basis for the amount of \$18,464.30, including \$3400 for Wolf WPC (proposal attached).

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: Nassau County Engineering Staff Assistance
Project Limits:

Financial Project ID No. :

PHOTOGRAPHY

Table with 3 columns: Item, Unit, Price. Rows include Roadway Aerial, Right-of-Way Maps, Ground Photography, Color Infrared Photography.

PHOTOGRAPHY TOTALS: \$0.00

REPRODUCTION

Table with 4 columns: Color Plots, Mylar, Blue-line, Color serials. Rows include PLANS (Base Maps, Utility Contacts, Draft Plans, Final Plans), WORKING COPIES, and TOTALS.

REPORTS, ETC.

Table with 3 columns: Xerox (8.5"x14"), Blue-line, Xerox (8.5"x11"). Rows include Typical Section Package, Documents (Drafts, Final), Environmental Reports.

REPRODUCTION TOTALS: \$2.00

TRAVEL EXPENSES (see attached page for additional travel expenses)

Large table for Travel Expenses. Columns include TO: (Miscellaneous Project Trips, Yulee for BOCC Meetings, Other Agencies) and FROM: (Jax Office). Rows list items like Personal Vehicle, Meals, Rental Vehicle, Airfare with units and rates.

PAGE SUBTOTAL: \$296.80

TOTAL TRAVEL EXPENSES: \$296.80

MONTHLY SHIPPING AND COMPUTER COSTS

Table with 4 columns: Item, Unit, Price, Total. Rows include Shipping/UPS/Fedex, Telecommunications, CADD Machine Time.

TOTAL SHIPPING AND COMPUTER EXPENSES: \$50.00

MISCELLANEOUS

TOTAL MISCELLANEOUS EXPENSES: \$0.00

TOTAL OUT-OF-POCKET EXPENSES: \$348.80

ATTACHMENT "B"

CH2M HILL

Sub-consultant – Wolf WPC

Proposal for American Beach Historic Park

Geotechnical Exploration

Proposal date: December 18, 2006

WOLF
WPC ENGINEERING, ENVIRONMENTAL
& CONSTRUCTION SERVICES

December 18, 2006

Mr. Bryon J. Russell, P.E.
CH2M HILL
9428 Baymeadows Road, Suite 300
Jacksonville, Florida 32256

Subject: Proposal for a Geotechnical Exploration
American Beach Project
Amelia Island, Florida
WOLF Proposal No. 187-2006

Dear Mr. Russell:

WOLF/WPC is pleased to provide this proposal to perform a geotechnical exploration for the subject project. This proposal includes our understanding of the project, a discussion of the proposed scope of services, a fee estimate, and our schedule.

Project Information

Project information was provided by you on December 15, 2006. We understand that the proposed project will include renovation of an existing single-story 6,500 square foot structure and reconstruction of an additional two-story masonry and wood-framed building of approximately 5,000 square feet on an existing slab. Detailed structural information has not yet been provided, but we have assumed that maximum structural loads will not exceed 50 kips for isolated column loads and 4 kips per foot for continuous wall loads.

Detailed grading plans for the site were not available at the time of this proposal; however, we assume that less than two feet of earthwork cut or fill will be required to bring the site to the desired finished grade.

We understand the site will be accessible to our ATV-mounted drilling equipment with limited amounts of hand clearing required. We assume that some survey control of the subject site will be established and provided prior to our mobilization to the subject site.

Proposed Geotechnical Exploration

We propose to explore the site with a total of 6 Standard Penetration Test (SPT) soil borings to be drilled to a depth of 20 feet below the existing ground surface to explore the subsurface conditions at the site. A detailed breakdown of the boring types and depths are provided in the following table.

	Boring Type	
Building Areas	6 SPT	20

We plan to perform laboratory classification and index property testing on samples obtained from the borings to help classify the soils and allow correlations with various engineering properties for foundation capacity and settlement analyses.

An engineering report will be prepared that will include the following:

- A review of available project information.
- A discussion of the conducted field and laboratory services.
- A discussion of site and subsurface conditions.
- Recommendations for foundation design and construction, including an allowable bearing capacity and anticipated settlement.
- Site preparation recommendations.
- The results of the field and laboratory testing in the Appendix to our report.

Lump Sum Fee

Our lump sum fee for the services outlined in this proposal is \$3,400.00. We have included up to 2 hours of clearing/difficult moving time in this lump sum. If our actual efforts exceed this amount, we will invoice additional time at the rate of \$130.00 per hour. However, we will not exceed our Lump Sum budget without your prior approval. Our lump sum fee estimate is valid for 90 days from the date of this proposal.

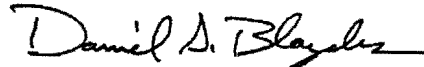
Schedule

Based on our current schedule, we plan to initiate the field services within one week following receipt of written authorization. The field services should be completed in 1 to 2 days. The overall project should be completed within three to four weeks from the initiation of the field services. Preliminary results can be furnished following the completion of the field services.

We appreciate your consideration of WOLF/WPC for these services and look forward to providing geotechnical services for you on this project.

Sincerely,

WOLF/WPC



Daniel G. Blaydes, P.E.
Senior Geotechnical Engineer

Distribution: CH2M HILL (1) Via Email
File (1)

December 18, 2006

Date: December 18, 2006	Proposal Number: 187-2006
WOLF/WPC (Hereafter Consultant)	Client Name: CH2M HILL (Hereafter Client) Contact: Mr. Bryon J. Russell, P.E.
Street Address: 3047-4 St. Johns Bluff Road S. City: Jacksonville State: Florida Zip: 32246	Street Address: 9428 Baymeadows Road, Suite 300 City: Jacksonville State: Florida Zip: 32256
Telephone: (904) 997-1400 Fax: (904) 997-9150	Telephone: (904) 733-9119 ext. 38 Fax: (904) 733-9570 Email: bryon.russell@ch2m.com
PROJECT	
Project Name: American Beach Project	
Project Location: Gregg St. and Lewis St	
City: Amelia Island State: Florida Zip:	
SERVICES TO BE RENDERED	
See WOLF/WPC Proposal No. 187-2006.	
DATES FOR DELIVERY OF SERVICES	
Four weeks from NTP.	
PAYMENT TERMS WITH PAYMENT DATES	
Lump Sum \$3,400.00	
Proposal Number: 187-2006 dated: December 18, 2006 is incorporated into this Agreement For Services.	

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.
WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services).
NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:
OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services referenced under "Services to be Rendered" and agrees that such services and any additional services authorized by client, shall be governed by this Agreement. Any additional services shall be set out in an addendum and signed by the Consultant and the Client.
CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the proposal listed under "Services to be Rendered" each of which is incorporated into the other.
PAYMENT - Client will pay Consultant for services and expenses in accordance with the Contract Documents. If prices for services are not established under **SERVICES TO BE RENDERED** then the current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided.
3047-4 St. Johns Bluff Road South, Jacksonville, Florida 32246 - Telephone (904) 997-1400 - Fax (904) 997-9150

Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance whichever is less. Attorney's fees limited to 10 percent of the amount due to the Consultant plus other reasonable and necessary expenses incurred in collecting past due amounts shall be paid by Client.

Consultant shall be paid in full for all services rendered under this Agreement, including any additional services as set out in a written addendum and signed by the Consultant and the Client.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE - Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this Warranty and Standard of Care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.**

This **WARRANTY AND STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss of damages, including lost profits and loss of use.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to the Client are instruments reflecting the services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of service provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents and employees for the Project and are not to be used or relied upon in connection with other projects.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for the Client but at Client's request such report is addressed to the stranger) to the instruments of service to the Client as provider of the instruments of service.

CONFIDENTIALITY - Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative to receive such information.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project is complete and accurate to the best of the Client's knowledge.

TERMINATION FOR CONVENIENCE - Client or Consultant may terminate the performance of any further services included in this Agreement upon giving sixty (60) days written notice to the other party. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement upon the expiration of the sixty (60)-day written termination notice and deliver any instruments of service complete at that time to Client. Client shall pay Consultant for all services performed up to the expiration of the sixty (60) day written termination notice. Upon expiration of the sixty (60) day written termination notice to the other party, Consultant and Client shall have no further rights or remedies other than those included herein.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance, (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00, (3) General Liability Insurance with limits of \$1,000,000.00. Certificates can be issued upon request identifying details and limits of coverage. Consultant shall maintain Professional Liability Insurance coverage to the extent of the value of Consultant's liability which is defined as the amount of compensation paid to Consultant for such portion of the Services.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, and performance of this Agreement to the extent caused by Client's negligence or willful misconduct.

Consultant agrees to indemnify, defend and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, and performance of this Agreement to the extent caused by Consultant's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

SEVERABILITY - If any provision of this Agreement or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

NO WAIVER - No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with laws of the state in which the project is located.

COMMENCEMENT - This Agreement shall commence from the date the last party signed this Agreement until ninety (90)-days subject to other provisions herein. Thereafter, the Consultant and Client can renegotiate this Agreement.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

WOLF/WPC:	CLIENT:
BY _____	BY _____
DATE _____	DATE _____

TASK ORDER NO. 9

This Task Order is to the AGREEMENT between Nassau County and CH2M Hill, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

This project consists of pavement improvements for Ford Road from US 301 to the Duval County Line. FDOT 3R (Chapter 25 of the Plans Preparation Manual) standards shall govern the design and construction. The project includes only the design of the pavement improvements: all work outside the limits of roadway pavement shall be performed by County forces. CH2M Hill shall investigate the status of the project and become familiar with concepts and commitments developed by the County.

CH2M Hill shall provide services for the final plans and bid package preparation for the pavement improvements for Ford Road. The approximate length of the project is 3.4 miles. CH2M Hill's services will result in all drawings, specifications, permit applications, and other documents needed for the County to seek bids and contract for construction of the Ford Road project. Attachment "A" describes in detail the services to be performed by CH2M Hill.

ARTICLE 2. Time Schedule

CH2M Hill will commence the project immediately upon receipt of notice to proceed or execution of this Task Order. The 50% plans will be delivered within 6 weeks from notice to proceed. The 100% plans will be submitted within 10 weeks from notice to proceed.

ARTICLE 3. Budget

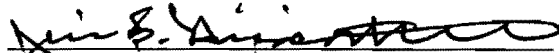
CH2M Hill will perform the work on a Lump Sum basis for the amount of \$71,321.00; including \$8,720.00 for survey work to be performed by Manzie & Drake Land Surveying and \$12,255 for geotechnical services to be performed by WOLF/WPC (see attached proposals)

Article 4. Other Provisions

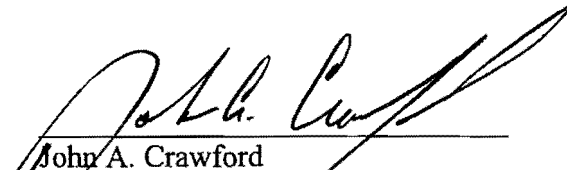
The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.


Dated this 18th of April, 2007

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

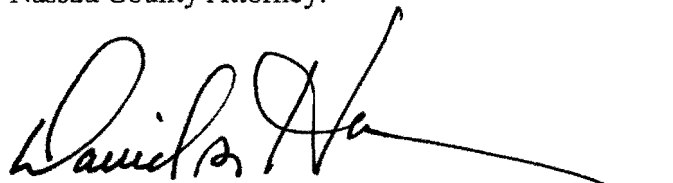

Jim B. Higginbotham
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE:



John A. Crawford
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 4/24/07

Approved as to form by the
Nassau County Attorney:


David A. Hallman

CH2M Hill, Inc.


Its: Manager Transportation Business Group

Attachment A
CH2MHILL Scope of Services and Fee Proposal
Proposed Improvements for Ford Road
For the Board of County Commissioners
Nassau County, Florida

Prepared Date: April 9, 2007

I. PURPOSE

This Scope of Services is for an individual task within the Agreement between Nassau County and CH2MHILL, INC known as the "Continuing Contract for Consulting Professional Services, Nassau County, Florida" dated April 26, 2004.

Project Description: This project consists of pavement improvements (milling and resurfacing, widening or full depth reclamation) for Ford Road from US 301 to the Duval County Line. FDOT 3R (Chapter 25 of the Plans Preparation Manual) standards shall govern the design and construction. The project includes only the design of the pavement improvements; all work outside the limits of roadway pavement shall be performed by County forces. The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments developed by the County.

II. FINAL DESIGN PHASE

The CONSULTANT shall provide services for the final plans and bid package preparation for the pavement improvements for Ford Road. The approximate length of the project is 3.4 miles. The CONSULTANT's services will result in all drawings, specifications, permit applications, and other documents needed for the County to seek bids and contract for construction of the Ford Road project.

A. DESIGN SURVEY

The CONSULTANT shall provide survey services including topographic survey. Specific requirements for topographic survey and right-of-way control survey are as follows:

1. *Baseline Control* – The CONSULTANT shall establish control lines relative and referenced to the existing right-of-way, with all the coordinates for all ground control points provided in the Florida State Plane Coordinate System, Florida East, NAD83 for future use.

2. *Alignment* – The alignment of the route will follow the existing roadway. Side street alignment will be established by field ties to existing block, parcel and subdivision corners.
3. *Bench Levels* – Vertical control for the project will originate from existing benchmarks and will loop through the project, with a maximum spacing of 1,000'. Benchmarks shall be based on the North American Vertical Datum of 1988 (NAVD88). The benchmark monuments will also be physically referenced with tie-points to facilitate re-establishing at a future date.
4. *Topography* – Check sections for cross slope at 1000 feet in tangents. For curves, check 50 feet before PC, at PC, 50 and 100 feet after PC and at middle of curve or 300 foot intervals. (Reverse at PT). May use assumed datum. The cross sections will have a common benchmark elevation throughout the curve. In other words, do not assume an elevation at the centerline of the highway for each cross section. A minimum of two (2) benchmarks should be set off of the highway near the Right of Way (R/W) Line and may be on assumed elevations, NAVD 88 datum. If the surveyor elects to use temporary assumed benchmarks, they must last throughout the life of construction and cannot be set in trees, power poles or concrete monuments. Establish begin and end points of project and reference.
5. *Utility Designates* – The utilities within the US 301 Right of Way shall be designated. Locate the DESIGNATED utilities in the following manner: All survey readings taken to measure the location of the DESIGNATED utility are to be recorded. The survey readings taken are to be on the surface of the ground or pavement above the utility and the surface survey reading should be accurate for elevation values to the tenth (0.1) of a foot. A statement is to be placed in the description of each survey reading stating where the survey reading was taken (i.e., ground survey reading over gas line, pavement survey reading over a waterline, etc.). In addition, the description shall state the type of the utility (i.e., 2" gas, fiber optic, TV cable, etc.). A station-offset report is to be created showing the station and offset to each utility DESIGNATED.

Existing Right-of-Way Maps – Not included in Scope of Services.

CAD files including Microstation files following FDOT standards will be provided for use in design.

All field survey activities shall be performed under the direct supervision of a Professional Surveyor & Mapper licensed and in good standing with the State of Florida and shall adhere to State of Florida Minimum Technical Standards in 61G17-6, FAC.

All work shall be conducted using equipment, personnel, and procedures that will insure compliance with the accuracy standards as defined below. It is the responsibility of the supervising Land Surveyor to ensure that all work under this agreement complies with all state and local regulations. All documents submitted shall bear the surveyor's seal, signature, and a certificate that all work was done under the surveyor's supervision and that all information contained in the document is true and is accurately shown.

Horizontal control work can be done using either standard surveying techniques or Global Positioning System (GPS) techniques meeting the specification requirements outlined in this scope.

At a minimum, all horizontal control work shall comply with Second Order - Class II standard of accuracy for geodetic control as established by the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management or FDOT minimum accuracy requirements, whichever is greater.

At a minimum, vertical control work shall be Second Order - Class II, as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management or FDOT minimum accuracy requirements, whichever is greater.

Horizontal control shall be based on the North American Datum of 1983 (NAD 83). Vertical control shall be based on the North American Vertical Datum 1988 (NAVD 88). Exceptions to this may be survey ties to acceptable defined project site coordinate systems. The coordinate system to be used for this project shall be identified in writing by the Surveyor and shall be approved by CH2M HILL prior to the commencement of the survey.

The units of measurement for this project shall be in US Survey Feet.

All data and deliverables prepared for this survey are the property of CH2M HILL. The Surveyor also understands and agrees that CH2M HILL may reproduce the drawings and use all or part of the information provided on the drawings. This includes any reports prepared in connection with the investigative work for this site without incurring obligation for additional compensation to the Surveyor. The original drawings, copies of field notes, and any required survey reports shall be and shall remain the property of CH2M HILL. All required documents shall be submitted to CH2M HILL upon completion of the work.

B. GEOTECHNICAL

Pavement cores and 6 foot deep auger borings will be performed at a 500 foot spacing in the resurfacing area and at a 200 foot spacing in the deteriorated area. Pavement cores will be at a spacing of 1000 feet in both areas. Both the augers and pavement cores will be staggered on the right and left sides of the project centerline.

Laboratory classification testing and index property testing will be performed on samples obtained from the borings to help classify the soils and allow correlations with various engineering properties. A total of 4 limerock bearing ratio (LBR) tests will also be performed.

Traffic control will consist of signs and cones only. Flagmen have not been included in these prices.

An engineering report will be prepared that will include a review of available project information, a discussion and results of the conducted field and laboratory services, a discussion of site and subsurface conditions, recommendations for pavement milling depth, and resurfacing and recommendations for remediation of the distressed pavement area along Ford Road.

C. ROADWAY PLANS PACKAGE

Construction Documents:

This task will involve the preparation of complete plans and specifications suitable for bidding and construction of the project. This task will also include the preparation of Standard Specifications and Special Provisions.

The plans for this project will include, but not necessarily be limited to, the following:

1. Key Sheet
2. Typical Sections
3. General Notes
4. Signing and Pavement Markings
5. Level 1 Maintenance of Traffic Plans
6. Summary of Quantities

Progress Submittals:

Plan submittals will be required at 50% and 100% completion.

The 50% and 100% submittals shall include, but are not necessarily limited to, the following items:

50% Submittal Checklist

1. Key Sheet
2. Topographic Survey
3. Typical Sections
4. General Notes
5. Pavement Design

6. Miscellaneous Detail Sheets
7. Maintenance of Traffic Detail
8. Opinion of Probable Cost – Construction

100% Submittal Checklist

1. Response to 50% review comments
2. Key Sheet
3. Typical Sections
4. General Notes
5. Summary of Quantities
6. Miscellaneous Detail Sheets
7. Maintenance of Traffic Detail and Notes
8. Pavement Marking Detail Sheets
9. Erosion Control Detail Sheet
10. Specifications
11. Opinion of Probable Cost – Construction

Permits

The CONSULTANT shall provide the information necessary for the contractor to submit an application for a National Pollutant Discharge Elimination System (NPDES) General Permit. This project qualifies for an exemption from the stormwater permitting requirements of St. Johns River Water Management District under Chapter 40C-42.0225 (5) (c) F.A.C.

Progress Meetings:

It is anticipated that there will be two (2) informal progress meetings related to design progress. One informal meeting will be held at the 50% design phase to discuss responses to comments. An additional meeting may be held prior to the 100% design submittal to discuss plan revisions and project scheduling.

Deliverables:

The consultant will provide five (5), 11" x 17" plan sets for review at the 50% submittal. The 100% plan submittal will include one (1) set signed and sealed plan set and specifications and five (5) 11" x 17" plan sets. Final plan submittal will include all revisions, and will be suitable for bidding and construction of the project.

Schedule:

CH2MHILL will commence the project immediately upon receipt of notice to proceed or execution of this Proposal. The 50% plans will be delivered within 6 weeks from notice to proceed. The 100% plans will be submitted within 10 weeks from notice to proceed.

Assumptions and Conditions

Our Price and performance is based on the following assumptions and conditions :

- The County will perform any modifications to the roadway shoulders required to bring the shoulders into compliance with 3R criteria after the roadway is widened. Quantities for these modifications can not be anticipated by the CONSULTANT and will not be provided.
- Traffic counts and traffic factors will be supplied by the County.
- Existing pavement cross slope and longitudinal slope will remain.
- Any drainage design, modification of drainage structures, and permitting associated with this drainage work will be done by the County.
- The County will contact utility companies to designate any utilities that may be affected by the shoulder regarding.
- Replacement of existing guardrail will be done by County.
- Construction of any driveway aprons will be done by the County.
- Existing signs will be replaced by the County.
- Mailbox relocation will be by the County.
- Bidding of project will be by the County.
- County will obtain FDOT Driveway Connection Permit for US 301 intersection.
- Contractor will obtain NPDES permit.
- Post design services and construction services are not included in this scope of services.

Subconsultants

CH2MHILL intends to use Manzie and Drake Land Surveying for surveying and Wolf Technologies for geotechnical services on this project.

Compensation

CH2MHILL will perform the work on a Lump Sum basis for the amount of \$71,321 including \$8,720 for Survey and \$12,255 for geotechnical services (proposals attached).

ESTIMATE OF WORK EFFORT AND COST
Ford Road

Task	Description	Hours	Sheets	Comments
1	ROADWAY ANALYSIS			
	Field Review	16		2 Field Reviews X 2 persons X 4 hr
	Pavement Design Package	40		2 pavement designs (25+15)
	Roadway Master Design File	60		includes horizontal layout for widening areas
	Traffic Control Analysis	24		Level I TCP
	Design Report	24		
	Quantities & Cost Estimate	40		No Computation Book included
	Specifications	32		Includes Bid Package
2	CONSTRUCTION DOCUMENTS			
	Key Sheet	8	1	
	Typical Section Sheets	32	1	2 typical sections
	General Notes	16	1	
	Summary of Quantities	24	2	
	Miscellaneous Detail Sheets	48	3	
	Traffic Control Detail and Notes	21	1	Level I TCP
	Pavement Marking Details	18	1	
	SWPPP and Erosion Control Detail Sheet	24	2	
3	PROJECT MANAGEMENT/ADMIN			
	Review Meetings	16		2 review meetings X 2 persons X 4 hr
	Project tracking and control	20		
	Total Hours	451	12	
	Total CH2M HILL Fees	\$50,346.24		
	Geotechnical (Wolf Technologies) Fees	\$12,255		
	Survey (Manzle and Drake) Fees	\$8,720		
	Total Fee Proposal	\$71,321.24		

CH2M HILL ESTIMATE OF WORK EFFORT AND COST
Nassau County Ford Road Design

Task	CH2M HILL Engineering Employee Classification									Total
	Principal	Sr. Tech Spec	Senior Engineer	Project Manager	Engineer	Junior Engineer	Senior Designer	Technician	Clerical	
TASK 1 -- ROADWAY ANALYSIS										\$28,045
Field Review	0	0	0	8	8	0	0	0	0	16
Pavement Design Package	0	0	24	10	6	0	0	0	0	40
Roadway Master Design File	0	0	4	0	8	24	24	0	0	60
Traffic Control Analysis	0	0	16	2	6	0	0	0	0	24
Design Report	0	0	0	8	12	0	0	0	4	24
Quantities & Cost Estimate	0	0	4	4	12	0	20	0	0	40
Specifications	0	0	0	4	22	0	0	0	6	32
TASK 2 -- CONSTRUCTION DOCUMENTS										\$17,893
Key Sheet	0	0	0	0	1	1	0	6	0	8
Typical Section Sheets	0	0	2	2	14	4	4	6	0	32
General Notes	0	0	0	2	2	0	4	8	0	16
Summary of Quantities	0	0	2	2	4	0	8	8	0	24
Miscellaneous Detail Sheets	0	0	8	4	8	4	12	12	0	48
Traffic Control Detail and Notes	0	0	0	0	2	3	4	12	0	21
Pavement Marking Details	0	0	0	0	4	0	4	8	0	16
SWPPP and Erosion Control Detail Sheet	0	0	2	2	4	0	4	12	0	24
TASK 3 -- PROJECT MANAGEMENT/ADMIN										\$2,072
Review Meetings	0	0	0	8	8	0	0	0	0	16
Project tracking and control		0	0	8	0	0	0	0	12	20
Total Hours	0	0	62	64	121	36	84	72	22	461
Burdened Salary Rate	\$188.74	\$135.00	\$135.00	\$139.00	\$120.00	\$100.00	\$105.36	\$58.90	\$64.50	
Salary Cost	\$0.00	\$0.00	\$8,370.00	\$8,896.00	\$14,520.00	\$3,600.00	\$8,850.24	\$4,240.80	\$1,419.00	
							Total Salary Cost			\$49,896.04
							Direct Expenses			\$450.20
							Total Fee			\$50,346.24

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: Nussau County Engineering Ford Road
Project Limits: _____

Financial Project ID No.: _____

PHOTOGRAPHY

Roadway Aerial:	0	sheets	x	\$350.00	per sht =	\$0.00
Right-of-Way Maps:	0	sheets	x	\$0.00	per sht =	\$0.00
Ground Photography:	2	rolls	x	\$20.00	per roll =	\$40.00
Color Infrared Photography:	0	frames	x	\$0.00	per sht =	\$0.00

PHOTOGRAPHY TOTALS:

\$40.00

REPRODUCTION

PLANS	Color Plots	Mylar	Blue-line (24"x36")	Xerox (11"x17")
50% Submittal (5 Sets):	0	0	0	60
100% Submittal (6 sets):	0	0	0	72
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
	0	0	0	0
WORKING COPIES:	0	0	0	120
TOTALS:	0	0	0	152
UNIT COSTS:	\$50.00	\$9.60	\$6.65	\$0.15
TOTAL COSTS:	\$0.00	\$0.00	\$0.00	\$37.80

REPORTS, ETC.

	Xerox (8.5"x14")	Blue-line	Xerox (8.5"x11")
Environment Design Package (5 copies)			100
Documents:			
Design Documentation (5 copies)			100
Environmental Reports:			
	0	0	200
	\$0.10	\$0.65	\$0.10
REPRODUCTION TOTALS:	\$0.00	\$0.00	\$20.00

REPRODUCTION TOTALS:

\$57.80

TRAVEL EXPENSES (see attached page for additional travel expenses)

TO: <u>Miscellaneous Project Trips</u>	FROM: <u>Jax Office</u>
Personal Vehicle: 0 trips x 0 miles x \$0.00 per mile = \$0.00	Personal Vehicle: 0 trips x 0 miles = \$0.00
Personal Vehicle: 2 trips x 80 miles x \$0.36 per mile = \$57.60	Personal Vehicle: 2 trips x 80 miles = \$57.60
Meals: 2 trips x 2 people x \$20.00 meals = \$40.00	Meals: 2 trips x 2 people = \$40.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.00 daily rate = \$0.00	Rental Vehicle: 0 trips x 0 days/trip = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	Airfare: 0 trips x 0 people = \$0.00
TO: <u>Review Meetings with County staff</u>	FROM: <u>Jax Office</u>
Per Diem: 0 trips x 0 people x \$0.00 per day = \$0.00	Per Diem: 0 trips x 0 people = \$0.00
Personal Vehicle: 2 trips x 90 miles x \$0.36 per mile = \$64.80	Personal Vehicle: 2 trips x 90 miles = \$64.80
Meals: 2 trips x 2 people x \$20.00 meals = \$40.00	Meals: 2 trips x 2 people = \$40.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.00 daily rate = \$0.00	Rental Vehicle: 0 trips x 0 days/trip = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	Airfare: 0 trips x 0 people = \$0.00
TO: <u>Other Agencies</u>	FROM: <u>Jax Office</u>
Per Diem: 0 trips x 0 people x \$0.00 per day = \$0.00	Per Diem: 0 trips x 0 people = \$0.00
Personal Vehicle: 0 trips x 0 miles x \$0.36 per mile = \$0.00	Personal Vehicle: 0 trips x 0 miles = \$0.00
Hotel: 0 trips x 0 people x \$0.00 /room = \$0.00	Hotel: 0 trips x 0 people = \$0.00
Rental Vehicle: 0 trips x 0 days/trip x \$0.00 daily rate = \$0.00	Rental Vehicle: 0 trips x 0 days/trip = \$0.00
Airfare: 0 trips x 0 people x \$0.00 round trip = \$0.00	Airfare: 0 trips x 0 people = \$0.00

PAGE SUBTOTAL:

\$202.40

TOTAL TRAVEL EXPENSES:

\$202.40

MONTHLY SHIPPING AND COMPUTER COSTS

Shipping/UPS/Fedex:	3	months	x	\$25.00	\$75.00
Telecommunications:	3	months	x	\$25.00	\$75.00

TOTAL SHIPPING AND COMPUTER EXPENSES:

\$150.00

MISCELLANEOUS

TOTAL MISCELLANEOUS EXPENSES:

\$0.00

TOTAL OUT-OF-POCKET EXPENSES:

\$450.20



ENGINEERING, ENVIRONMENTAL
& CONSTRUCTION SERVICES

LISTEN • RESPOND • PERFORM

April 6, 2007

Mr. Bryan Russell, P.E.
CH2M Hill
9428 Baymeadows Road, Suite 300
Jacksonville, Florida 32256

Proposal for a Geotechnical Exploration

Ford Road Resurfacing
Nassau County, Florida
WOLF/WPC Proposal No. JAX-049-07

Dear Mr. Russell:

WOLF/WPC is pleased to provide this proposal to perform a geotechnical exploration for the subject project. This proposal includes our understanding of the project, a discussion of the proposed scope of services, a fee estimate, and our schedule.

Project Information

Project information was provided by you on April 5 and 6, 2007. We understand that the proposed project will include resurfacing of approximately 3.4 miles of Ford Road in Nassau County, Florida. The roadway is a two-lane rural section and is paved with asphalt. We understand that pavement section information and limited surface soil information is required for the design of the project. We also understand that a 1.2 mile section of the roadway is showing signs of deterioration and possible subgrade failure.

We understand the site will be accessible to our truck-mounted drilling equipment with no hand clearing required. We assume that some survey control of the subject site will be established and provided prior to our mobilization to the subject site.

Proposed Geotechnical Exploration

We propose to explore the site with a total of 56 auger borings to be drilled to a depth of 6 feet below the ground surface and 18 pavement cores to explore the subsurface conditions at the site. The auger borings will be at a spacing of 200 feet within the distressed area and at a spacing of 500 feet in the remaining area. The pavement cores will be at a spacing of 1000 feet. Both the augers and pavement cores will be staggered on the right and left sides of the project centerline. A detailed breakdown of the boring types and depths are provided in the following table.

Site Area	Boring Type	Depth
Roadway	56 Augers	6
Roadway	18 Pavement Cores	1

We plan to perform laboratory classification and index property testing on samples obtained from the borings to help classify the soils and allow correlations with various engineering properties. We will also perform 4 limerock bearing ratio (LBR) tests to provide information for the pavement design.

An engineering report will be prepared that will include the following:

- A review of available project information.
- A discussion of the conducted field and laboratory services.
- A discussion of site and subsurface conditions.
- Recommendations for pavement milling depth and resurfacing and recommendations for repair of the distressed pavement area.
- The results of the field and laboratory testing in the Appendix to our report.

Lump Sum Fee

Our lump sum fee for the services outlined in this proposal is **\$12,255.00**. We will not exceed our Lump Sum budget without your prior approval. For this proposal, we have assumed that traffic control can be completed with signs and cones. We have not included flagmen in the cost estimate for this project. If required, flagmen would be an additional cost. Our lump sum fee estimate is valid for 90 days from the date of this proposal.

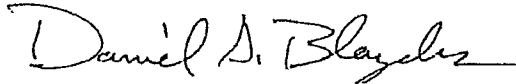
Schedule

Based on our current schedule, we plan to initiate the field services within one week following receipt of written authorization. The field services should be completed in 4 to 5 days. The overall project should be completed within four to five weeks from the initiation of the field services. Preliminary results can be furnished following the completion of the field services.

We appreciate your consideration of WOLF/WPC for these services and look forward to providing geotechnical services for you on this project.

Sincerely,

WOLF/WPC



Daniel G. Blaydes, P.E.
Senior Geotechnical Engineer

Distribution: Client (1) Via Email
File (1)



ENGINEERING, ENVIRONMENTAL
& CONSTRUCTION SERVICES

LISTEN • RESPOND • PERFORM

April 6, 2007

Date: April 6, 2007	Proposal Number: JAX-049-07
WOLF/WPC (Hereafter Consultant)	Client Name: CH2M Hill (Hereafter Client) Contact: Mr. Bryon Russell, P.E.
Street Address: 3047-4 St. Johns Bluff Road S. City: Jacksonville State: Florida Zip: 32246	Street Address: 9428 Baymeadows Road, Suite 300 City: Jacksonville State: Florida Zip: 32256
Telephone: (904) 997-1400 Fax: (904) 997-9150	Telephone: (904) 733-9119 Fax: (904) 733-9570 Email: bryon.russell@ch2m.com
PROJECT	
Project Name: Ford Road Resurfacing	
Project Location: Nassau County	
City: Florida State: Zip:	
SERVICES TO BE RENDERED	
See WOLF/WPC Proposal No. JAX-049-07.	
DATES FOR DELIVERY OF SERVICES	
Four to five weeks from NTP.	
PAYMENT TERMS WITH PAYMENT DATES	
Lump Sum \$10,880.00	
Proposal Number: JAX-049-07 dated: April 6, 2007 is incorporated into this Agreement For Services.	

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services).

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services referenced under "Services to be Rendered" and agrees that such services and any additional services authorized by client, shall be governed by this Agreement. Any additional services shall be set out in an addendum and signed by the Consultant and the Client.

CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the proposal listed under "Services to be Rendered" each of which is incorporated into the other.

3047-4 ST. JOHNS BLUFF ROAD, SOUTH • JACKSONVILLE, FL • 32246 • TEL 904.997.1400 • FAX 904.997.9150
CHARLESTON • CHARLOTTE • COLUMBIA • JACKSONVILLE • MYRTLE BEACH • SAVANNAH

PAYMENT - Client will pay Consultant for services and expenses in accordance with the Contract Documents. If prices for services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance whichever is less. Attorney's fees limited to 10 percent of the amount due to the Consultant plus other reasonable and necessary expenses incurred in collecting past due amounts shall be paid by Client.

Consultant shall be paid in full for all services rendered under this Agreement, including any additional services as set out in a written addendum and signed by the Consultant and the Client.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE - Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this Warranty and Standard of Care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.**

THIS WARRANTY AND STANDARD OF CARE is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss of damages, including lost profits and loss of use.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to the Client are instruments reflecting the services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of service provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents and employees for the Project and are not to be used or relied upon in connection with other projects.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for the Client but at Client's request such report is addressed to the stranger) to the instruments of service to the Client as provider of the instruments of service.

CONFIDENTIALITY - Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative to receive such information.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project is complete and accurate to the best of the Client's knowledge.

TERMINATION FOR CONVENIENCE - Client or Consultant may terminate the performance of any further services included in this Agreement upon giving sixty (60) days written notice to the other party. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement upon the expiration of the sixty (60)-day written termination notice and deliver any instruments of service complete at that time to Client. Client shall pay Consultant for all services performed up to the expiration of the sixty (60) day written termination notice. Upon expiration of the sixty (60) day written termination notice to the other party, Consultant and Client shall have no further rights or remedies other than those included herein.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00. (3) General Liability Insurance with limits of \$1,000,000.00. Certificates can be issued upon request identifying details and limits of coverage. Consultant shall maintain Professional Liability Insurance coverage to the extent of the value of Consultant's liability which is defined as the amount of compensation paid to Consultant for such portion of the Services.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, and performance of this Agreement to the extent caused by Client's negligence or willful misconduct.

Consultant agrees to indemnify, defend and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, and performance of this Agreement to the extent caused by Consultant's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

SEVERABILITY - If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, 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 this Agreement shall be valid and enforced to the fullest extent permitted by law.

NO WAIVER - No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with laws of the state in which the project is located.

COMMENCEMENT - This Agreement shall commence from the date the last party signed this Agreement until ninety (90)-days subject to other provisions herein. Thereafter, the Consultant and Client can renegotiate this Agreement.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

WOLF/WPC:	CLIENT:
BY _____	BY _____
DATE _____	DATE _____

AUTHORIZATION FOR PROFESSIONAL SERVICES

DATE: APRIL 5, 2007
PROJECT NAME: FORD ROAD (3.5 MILES) RUNNING EAST OF S.R. 301 (LEVEL 2 SURVEY) FOR RESURFACING
CLIENT: NASSAU COUNTY ENGINEERING SERVICES
C/O CH2M HILL
ATTN. BRYON J. RUSSELL, P.E.
9428 BAYMEADOWS ROAD, SUITE 300
JACKSONVILLE, FL 32256

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

SCOPE: (A) TRAVERSE STATION CONTROL POINTS WITH ELEVATIONS EVERY 1000 FEET.
(B) RIGHT-OF-WAY CROSS SECTION EVERY 1000 FEET.
(C) CADD TECHNICIAN
(D) PROFESSIONAL LAND SURVEYOR
(E) SET PERMANENT BENCHMARKS OTHER THAN ITEM (A) ABOVE
(F) UTILITY LOCATE AND COORDINATION AT INTERSECTION OF FORD ROAD & S.R. 30
(G) SAFETY ISSUES (SIGNS, CONES, LIGHTS ETC.)

COMPENSATION: (A) \$2,000 (B) \$1,700 (C) \$1,320 (D) \$600 (E) \$850 (F) \$1,500 (G) \$750

COMMENTS: (1) PROJECT WILL BE IN FLORIDA STATE PLANE COORDINATES.
(2) WORK PRODUCT WILL BE PROVIDED IN ELECTRONIC FORMAT FOR DESIGN SUPPORT.
(3) PROJECT **DOES NOT INCLUDE** LOCATION OF DRIVEWAYS, SWALES, CULVERTS, PROPERTY CORNERS, RIGHT-OF-WAY LINES, POWER POLES, FENCES OR ANY OTHER FIXED IMPROVEMENTS, UNLESS SPECIFICALLY REQUESTED BY CLIENT.
(4) (1) WEEK TO START, (1) WEEK IN FIELD, (1) WEEK IN OFFICE FOR COMPLETION.

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

By: _____

By: _____

Michael A. Manzie, P.L.S.

(Please Sign and Print Name Above)

Title: _____

Title: President

Date: _____

Date: _____