

## TASK ORDER NO. 1

This Task Order is to the AGREEMENT between Nassau County and Atlantic Geotechnical & Environmental Services (AGES), known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated July 26, 2004. The services to be provided under this Task Order are as follows:

### ARTICLE 1. Services Described as:

Scope of Services as provided in the attached Proposal No. 06JP3333 provided by AGES for a Dewatering Plan & Groundwater Quality Testing for Generic Permit, hereto as Exhibit "A" – Scott Road Drainage Project, Proposed Crossdrain Improvements – SRAIA and Orange Avenue, Amelia Island, Florida.

### Article 2. Time Schedule

The geotechnical and environmental field services anticipated to be completed within 12 to 15 working days. Formal written reports to be submitted within 5 to 7 days of completing the field work.

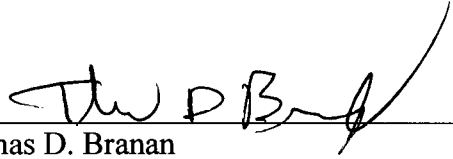
### Article 3. Budget

The fee for the Scope of Services described in ARTICLE 1 shall be a lump sum fee of \$5,750.00 (see line item breakdown, Schedule "A", section 4.0) . If it is determined in the field by AGES and the County's representative that deeper boring depths and/or additional borings are required, the additional cost will be charged using the unit rates as shown on the attached Fee Schedule.

### Article 4. Other Provisions

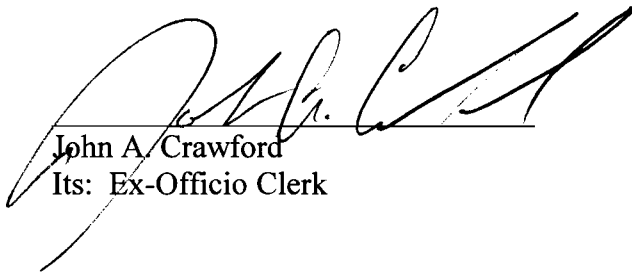
The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



Thomas D. Branan  
Its: Chairman

ATTEST:



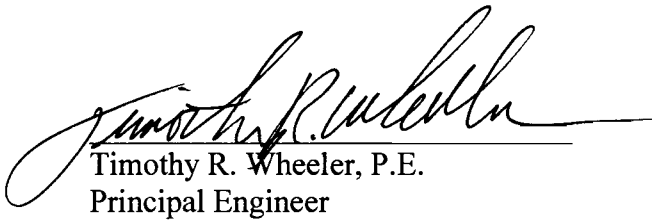
John A. Crawford  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



Michael S. Mullin

Atlantic Geotechnical & Environmental Services



Timothy R. Wheeler, P.E.  
Principal Engineer

EXHIBIT "A"

February 27, 2006

**NASSAU COUNTY - ENGINEERING SERVICES**

96161 Nassau Place  
Yulee, Florida 32097

Attn: Mr. Jose Deliz, P.E.

Re: : Proposal for a Dewatering Plan &  
Groundwater Quality Testing for Generic Permit  
Proposed Crossdrain Improvements - SRA1A and Orange Avenue  
Amelia Island, Florida  
AGES Proposal No. 06JP3333

Ladies & Gentlemen:

**Atlantic Geotechnical & Environmental Services (AGES)** is pleased to present this proposal to provide the geotechnical services which will be required during the crossdrain construction improvements and associated permitting process. The scope of this proposal includes: a geotechnical exploration of subsurface conditions at the planned crossdrain improvement area along with obtaining groundwater quality data for use in the FDEP Generic Permitting for Groundwater Discharges. This proposal presents an outline of the project information provided to us, the scope of proposed services, our lump sum fee and our schedule for performing these services.

**1.0 PROJECT BACKGROUND & INFORMATION**

General project information was provided via E-mail correspondence by Mr. Jose Deliz, P.E. of Nassau County on February 23, 2006. We have not been provided any plans or surveys for our use at this time. We understand that Nassau County is planning to upgrade a cross drain across State Road A1A near Orange Avenue on Amelia Island, Florida. We also understand the County proposes to excavate a trench wide enough to stair step the vertical surfaces as opposed to using shoring to replace the existing 54-inch diameter RCP pipe with two(2) 48-inch diameter RCP pipes. The County estimates that the proposed trench will be 12 to 14 feet wide at the bottom and 10 feet deep.

Design and permitting related subsurface soil and groundwater quality data will be required in the dewatering plan and for groundwater discharge permitting process. We understand that the requested boring locations will be accessible to our truck-mounted drilling equipment.

**2.0 SCOPE OF PROPOSED GEOTECHNICAL SERVICES**

**2.1 Geotechnical Exploration**

The recommended scope of field testing includes: two(2) 15-foot deep standard penetration test borings and one(1) field cased permeability test at the planned crossdrain improvement area. In addition, we will install, develop and sample one(1) temporary groundwater monitoring well for the FDEP

mandated water quality parameters described in Section 3.0 below. The test locations will be located in the field by **AGES** personnel using taped and GPS measurements from existing boundary survey control and the test locations should be considered as approximate. If a more accurate survey method is desired, the Client must provide the necessary survey support. We have also assumed that the deep auger boring will be accessible to our truck mounted drilling equipment. All necessary Florida Department of Transportation (FDOT) permit preparation, utility clearances and proper maintenance of traffic (MOT) will be included.

Should the subsurface conditions at the proposed boring termination depths exhibit very soft and/or very loose consistencies, it may be necessary to advance the test borings an additional 5 to 10 feet in order: (1) to penetrate the potentially soft and compressible soils; and/or (2) to encounter underlying firmer soils. The proposed test boring depths should therefore be considered as minimums, and deeper boring depths and/or additional borings may be warranted based upon the soils conditions encountered in the field at the time of our exploration. We will notify you if questionable soil conditions are encountered which could warrant deeper drilling depths and/or additional borings.

A professional geotechnical engineer registered in the State of Florida, will direct the subsurface exploration and will present our findings and recommendations in two(2) separate reports. A Dewatering Plan will include: a discussion of the geotechnical data obtained, our recommendations for well point placing and spacing, erosion sedimentation and control and required pumping characteristics. The second report will consist of the NPDES related groundwater sampling results.

Since the County has proposed an "open cut" excavation which will probably not require the typical shoring sometimes needed for trench excavation, **AGES** will prepare a "shoring plan" which will provide the applicable methods of wall retention, sloping, trench boxing, material stockpiling, etc, to maintain trench and excavation walls. The "shoring plan" will include the necessary construction guidelines and safety parameters as required by the Occupational Safety and Health Administration (OSHA) and will also reflect current industry standards/construction practices.

### **3.0 Groundwater Quality Testing & Generic Permit Related Services**

Some form of groundwater control will be required during subdivision infrastructure construction. The groundwater control measures may include rim ditches and/or a more extensive well point systems which discharge into offsite receiving water bodies. The produced groundwater generated by these types of groundwater control systems is regulated by the USEPA and the FDEP as part of the NPDES program. The purpose of the program is to protect the quality of off-site water bodies, ditches, creeks, streams, rivers, etc. Automatic coverage under the State of Florida's generic Permit may be obtained from the State to allow for the discharge from non-contaminated sites provided that groundwater quality standards for produced groundwater are acceptable. Based upon our understanding of generic permit requirements, at least one pre-discharge sample of groundwater must be collected and analyzed for TOC, Benzene, Naphthalene, Hardness, and total Mercury, Cadmium, Copper, Lead, Zinc, and hexavalent Chromium. A filtered sample will also be collected. If any of the parameters are found to be non-compliant according to FEDP screening limits, that sample will also be analyzed and evaluated. The effluent should be sampled 30 days after startup and every 6 months thereafter during the dewatering period. The effluent should be non-turbid, foam free and free of floating solids. The test results should be sent to the FDEP for their review. A formal Notice of Intent letter will only be required if the test parameters exceed the maximum target levels. Within 30 days after start of discharge the produced groundwater should be re-sampled and tested. All initial and subsequent test data will be kept on-site and only reported if water quality standards are exceeded.

### **4.0 COMPENSATION**

**AGES** will provide the full scope of environmental and geotechnical services outlined above for a lump sum fee of \$5,750.00. The line item breakdown for the various services is presented below:

<u>Service</u>	<u>Fee</u>
Shoring Plan	\$ 750.00
NPDES Groundwater Sampling	\$ 1,250.00
Geotechnical Services - De-watering Plan	<u>\$ 3,750.00</u>
Total Estimated Cost	\$ 5,750.00

Our fees will only be exceeded if conditions warrant: (1) drilling the test borings to deeper depths, as discussed previously; (2) additional borings; (3) difficult accessing to the boring locations; and/or (4) more detailed quantitative laboratory testing, such as consolidation, triaxial shear, etc. All extra work will be charged using the unit rates as shown on the attached Fee Schedule. We will notify you as soon as possible after establishing the need for additional geotechnical work which may result in increased costs. We will not exceed our total cost fee without your prior approval. An invoice will be submitted at the completion of our work, and will be due upon receipt.

#### **5.0 SCHEDULING AND AUTHORIZATION**

We can initiate the proposed services within 3 to 5 working days of your verbal authorization. Once initiated, the geotechnical and environmental field services can be completed within 12 to 15 working days. Our formal written reports will be available approximately 5 to 7 working days (depending on laboratory testing requirements) of completing the field work. We request written approval of this proposal as formal authorization for our services. Please complete the attached Proposal Acceptance Sheet and return one copy to us. If you desire, you may issue a Purchase Order; however, please reference this proposal by number and date and cross out all terms and conditions which do not apply to professional design services.

#### **6.0 CLOSURE**

We look forward to assisting you on this and future projects. If you have any questions or comments concerning this or other matters, please contact us.

Very truly yours,

**AGES, INC.**

Greg Holtz, P.E.  
Geotechnical Engineer

Timothy R. Wheeler, P.E.  
Principal Engineer

TRW/trw/06JP3333.wpd  
Distribution:  
Addressee (2)



## PROPOSAL ACCEPTANCE SHEET

**DESCRIPTION OF SERVICES:** Geotechnical & Environmental Services

**PROJECT NAME:** Proposed Crossdrain Improvements SRA1A and Orange Ave.

**PROJECT LOCATION:** Amelia Island, Florida

**PROPOSAL # AND DATE:** 06JP3333 dated February 28, 2006

**FOR PAYMENT OF CHARGES:**

**Charge Invoice to Account of:**

**Firm:**

**Street Address:** \_\_\_\_\_ **City**

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **Ph. No.**

**Attention:** \_\_\_\_\_ **Title:**

**FOR APPROVAL OF CHARGES:**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

**Firm:**

**Street Address:** \_\_\_\_\_ **City**

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **Ph. No.**

**Attention:** \_\_\_\_\_ **Title:**

**PROPERTY OWNER IDENTIFICATION (if other than above):**

**Name:**

**Street Address:** \_\_\_\_\_ **City**

**State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_ **Ph. No.**

**Attention:** \_\_\_\_\_ **Title:**

**SPECIAL INSTRUCTIONS:**

**PAYMENT TERMS:** Compensation for services rendered will be in accordance with proposal referenced above. Invoices will be issued monthly. Payment is due upon receipt. A late payment charge of 18 % per annum or the maximum amount allowed by law will be applicable if payment is not made within 30 days after invoice date. The client will also pay any cost of collection, including reasonable attorneys fees

**PROPOSAL ACCEPTANCE:**

The terms and conditions of this Proposal, including Terms on this page and the reverse hereof:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20

**Print or Type Individual, firm, or corporate body name**

**Signature of Authorized Representative**

**Print or Type name of authorized representative and title**



## TERMS AND CONDITIONS

### 1. WARRANTY AND LIABILITY

performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

terms.sht

- A. **Standard of Care** - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.
- B. **Limitation of Liability** - It is agreed that client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed \$50,000 or the amount of the fee, whichever is greater. If client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one-million (\$1,000,000.00) dollars upon client written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration of 10 percent of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.
- C. **Claims** - In the event that client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and client fails to provide such claim, then the client shall pay all costs incurred by our company in defending itself against the claim. Such costs include but are not limited to personnel related costs, attorney's fees, court costs and other claim-related expenses.

### 2. INSURANCE

Our company agrees to maintain statutory workers' compensation coverage employer's liability, comprehensive general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties.

### 3. SAFETY

Should our company provide observations or monitoring services at the jobsite during construction, client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

### 4. PROTECTION OF PROPERTY

It shall be the responsibility of the client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by client or third parties occurring in the

5. **RIGHT OF ENTRY**

Unless otherwise specified, the client will furnish our authorized representative and their equipment the right-of-entry to the jobsite to perform the work. Reasonable precautions will be taken to minimize damage to the land from use of our equipment. If the client desires us to restore the land, the cost will be added to the fee.

6. **FIELD MONITORING AND TESTING**

Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The client further agrees that our company will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection" or "control" are used to mean periodic observation of the work and the conduction of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials.

7. **SAMPLING OR TEST LOCATION**

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

8. **SAMPLE DISPOSAL**

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

9. **HAZARDOUS SUBSTANCES**

Client agrees to advise us prior to our beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated shall become the property and responsibility of client. Such samples and/or equipment will be delivered to client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

10. **TERMINATION**

In the event that the client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to place our files in order and, when considered necessary by us to protect our professional reputation to complete a report on the work performed to date. A termination charge to cover the costs thereof in a amount not to exceed 30 percent of all charges incurred to the date of the stoppage of work may, at our discretion, be made.

11. **GOVERNING LAW**

This agreement shall be governed in all respects by the laws of the State of Florida.



RECEIVED  
NASSAU COUNTY  
ENGINEERING SERVICES  
DEPARTMENT  
February 27, 2006  
MAR - 7 A 9:08

**NASSAU COUNTY - ENGINEERING SERVICES**  
96161 Nassau Place  
Yulee, Florida 32097

Attn: Mr. Jose Deliz, P.E.

Re: Proposal for a Dewatering Plan &  
Groundwater Quality Testing for Generic Permit  
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Amelia Island, Florida  
AGES Proposal No. 06JP3333

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**ATLANTIC GEOTECHNICAL AND ENVIRONMENTAL SERVICES**

9556 Historic Kings Road South, Suite 107 ● Jacksonville, Florida 32257-2010  
(904) 886-0766 ● (904) 880-5190 (FAX)

Please Visit Us at [www.atlanticgeotechnical.com](http://www.atlanticgeotechnical.com)

Should the subsurface conditions at the proposed boring termination depths exhibit very soft and/or very loose consistencies, it may be necessary to advance the test borings an additional 5 to 10 feet in order: (1) to penetrate the potentially soft and compressible soils; and/or (2) to encounter underlying firmer soils. The proposed test boring depths should therefore be considered as minimums, and deeper boring depths and/or additional borings may be warranted based upon the soils conditions encountered in the field at the time of our exploration. We will notify you if questionable soil conditions are encountered which could warrant deeper drilling depths and/or additional borings.

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### **4.0 COMPENSATION**

**AGES** will provide the full scope of environmental and geotechnical services outlined above for a lump sum fee of \$4,000.00. The line item breakdown for the various services is presented below:

<u>Service</u>	<u>Fee</u>
Shoring Plan	\$ 750.00
NPDES Groundwater Sampling	\$ 1,250.00
Geotechnical Services - De-watering Plan	\$ 3,750.00
Total Estimated Cost	\$ 5,750.00

Our fees will only be exceeded if conditions warrant: (1) drilling the test borings to deeper depths, as discussed previously; (2) additional borings; (3) difficult accessing to the boring locations; and/or (4) more detailed quantitative laboratory testing, such as consolidation, triaxial shear, etc. All extra work will be charged using the unit rates as shown on the attached Fee Schedule. We will notify you as soon as possible after establishing the need for additional geotechnical work which may result in increased costs. We will not exceed our total cost fee without your prior approval. An invoice will be submitted at the completion of our work, and will be due upon receipt.

#### 5.0 SCHEDULING AND AUTHORIZATION

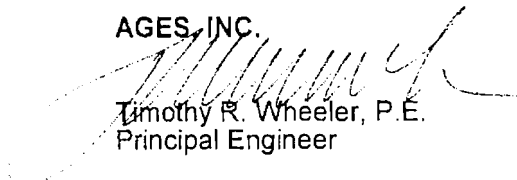
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#### 6.0 CLOSURE

We look forward to assisting you on this and future projects. If you have any questions or comments concerning this or other matters, please contact us.

Very truly yours,

AGES, INC.

  
Timothy R. Wheeler, P.E.  
Principal Engineer



Greg Holtz, P.E.  
Geotechnical Engineer

TRW/trw/06JP3333.wpd  
Distribution:  
Addressee (2)

PROPOSAL ACCEPTANCE SHEET

DESCRIPTION OF SERVICES: Geotechnical & Environmental Services  
PROJECT NAME: Proposed Crossdrain Improvements SRA1A and Orange Ave.  
PROJECT LOCATION: Amelia Island, Florida  
PROPOSAL # AND DATE: 06JP3333 dated February 28, 2006

FOR PAYMENT OF CHARGES:

Charge Invoice to Account of:

Firm: Chapman & Associates, Inc.  
Street Address: 10000 Highway 1A City Julesburg  
State: CO Zip Code: 80501 Ph. No. 970-725-1111  
Attention: Christy Johnson Title: Contract Administrator

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Ph. No. \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_

PROPERTY OWNER IDENTIFICATION (if other than above):

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Ph. No. \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

PAYMENT TERMS: Compensation for services rendered will be in accordance with proposal referenced above. Invoices will be issued monthly. Payment is due upon receipt. A late payment charge of 18 % per annum or the maximum amount allowed by law will be applicable if payment is not made within 30 days after invoice date. The client will also pay any cost of collection, including reasonable attorneys fees

PROPOSAL ACCEPTANCE:

The terms and conditions of this Proposal, including Terms on this page and the reverse hereof:

Accepted this 28 day of March, 2006

\_\_\_\_\_  
Print or Type individual, firm, or corporate body name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print or Type name of authorized representative and title

## TERMS AND CONDITIONS

### 1. WARRANTY AND LIABILITY

- A. **Standard of Care** - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.
- B. **Limitation of Liability** - It is agreed that client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed \$50,000 or the amount of the fee, whichever is greater. If client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one-million (\$1,000,000.00) dollars upon client written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration of 10 percent of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.
- C. **Claims** - In the event that client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and client fails to provide such claim, then the client shall pay all costs incurred by our company in defending itself against the claim. Such costs include but are not limited to personnel related costs, attorney's fees, court costs and other claim-related expenses.

### 2. INSURANCE

Our company agrees to maintain statutory workers' compensation coverage employer's liability, comprehensive general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties.

### 3. SAFETY

Should our company provide observations or monitoring services at the jobsite during construction, client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

### 4. PROTECTION OF PROPERTY

It shall be the responsibility of the client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

### 5. RIGHT OF ENTRY

Unless otherwise specified, the client will furnish our authorized representative and their equipment the right-of-entry to the jobsite to perform the work. Reasonable precautions will be taken to minimize damage to the land from use of our equipment. If the client desires us to restore the land, the cost will be added to the fee.

### 6. FIELD MONITORING AND TESTING

Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The client further agrees that our company will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection" or "control" are used to mean periodic observation of the work and the conduction of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials.

### 7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

### 8. SAMPLE DISPOSAL

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

### 9. HAZARDOUS SUBSTANCES

Client agrees to advise us prior to our beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated shall become the property and responsibility of client. Such samples and/or equipment will be delivered to client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

### 10. TERMINATION

In the event that the client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to place our files in order and, when considered necessary by us to protect our professional reputation to complete a report on the work performed to date. A termination charge to cover the costs thereof in a amount not to exceed 30 percent of all charges incurred to the date of the stoppage of work may, at our discretion, be made.

### 11. GOVERNING LAW

This agreement shall be governed in all respects by the laws of the State of Florida.



**2004 FEE SCHEDULE FOR CONSTRUCTION MATERIALS TESTING  
Nassau County, Florida**

**SOIL & EARTHWORK**

In-Place Density Test, (Tube or Nuclear), Soil or Limerock		50.00
Minimum Charge (Up to 4 densities) per trip	\$	<del>60.00</del>
Excess of 4 densities same trip, each	\$	10.00
In-Place Density Test Using Sand Cone Method (No minimum charge), each	\$	35.00
Laboratory Proctor Compaction Test (ASTM D698 or D 1557), each	\$	70.00
LBR Test (FDOT 5 Point Method), each	\$	<del>250.00</del> 200.00
Gradation Test, each	\$	45.00
Sample Pickup (proctors, LBRs, etc, if separate trip required)	\$	35.00

**CONCRETE & ASPHALT**

Concrete Sampling (Includes Sampling up to 4 Cylinders, Pickup, Storage at AGES Laboratory, and Testing), per set	\$	60.00
Each Cylinder Sampled in excess of 4 per set	\$	10.00
For Air Content Test or Unit Weight Test, each	\$	10.00
Compressive Strength Test of Cylinders made by others, including reserves, each	\$	10.00
One Man for concrete or asphalt coring, per hour	\$	50.00
Compressive strength of concrete cores, each	\$	20.00
Flexural Strength of Beams, each	\$	20.00
Sample Pickup (contractor made cylinders, bulk asphalt samples, etc, if separate trip required)	\$	35.00
Equipment Rental (Core Rig), per day	\$	50.00
Marshall Stability Test of Asphalt (3 pills), each	\$	150.00
Extraction and Gradation Test of Asphalt, each	\$	150.00
Density and Thickness of Asphalt Core, each	\$	25.00
<del>Per Diem Expenses (if applicable), per man per day</del>	<del>\$</del>	<del>75.00</del>

**BASIS OF COSTS AND STANDBY TIME**

The field testing rates are based on Standby Time at Job Site, after arrival, of 15 minutes or less. Standby time in excess of 15 minutes at the job site will be invoiced at the hourly rate shown below, computed to the nearest 1/4 hour. Test performed before 6:00 A.M., after 5:00 P.M., and on weekends or holidays will be invoiced at above listed rates multiplied by 1.5

**FOR OTHER SERVICES PLEASE CONTACT  
TIMOTHY WHEELER @ (904)-886-0766  
EMAIL ADDRESS: timwheeler@atlanticgeotechnical.com**





### GEOTECHNICAL ENGINEERING FEE SCHEDULE

Nassau County Geotechnical and Laboratory Testing Services  
Nassau County, Florida

#### A. FIELD EXPLORATION

A.1. Mobilization/Demobilization of Crew & Truck Mounted Drill to/from Site in Nassau County.....	\$300.00
A.2 Penetration Test Borings (ASTM D 1586)	
A.2.1. 0 to 50' Depth, per linear foot.....	\$ 8.25
A.2.2. 50 to 75' Depth, per linear foot.....	\$ 9.25
A.2.3. 75 to 100' Depth, per linear foot.....	\$ 10.00
A.2.4. Greater than 100' (i.e. Hourly Drilling/Probes) per hr.....	\$100.00
A.3. Auger Borings (ASTM D 1452) -or- Wash Borings, per linear foot.....	\$ 6.50
A.4. Undisturbed Sampling (ASTM D 1587), per sample, per attempt.....	\$ 70.00
A.5. Casing for Borehole Stability when Drilling Fluid cannot maintain an Open Borehole, per linear foot.....	\$ 5.00
A.6. Difficult Boring Layout and/or Setup, Drilling through Rubble, and/or Borehole Grouting, per hour.....	\$100.00
A.7. Field In-Place Permeability Tests, per test.....	\$125.00
A.8. Double-Ring Infiltrometer Test, per test.....	\$300.00
<del>A.9. Out of Town Crew Subsistence, per man per day.....</del>	<del>\$100.00</del>
A.10. Other Direct Expenses, Actual Cost plus 15 percent (For sites requiring All-Terrain Vehicle (ATV) drill equipment, add to the above fees \$50.00 for mobilization and \$1.00/linear foot for penetration test borings.	

#### B. LABORATORY ANALYSIS

B.1. Classification/Index Property Tests	
B.1.1. Natural Moisture Content (ASTM D 2216), per test.....	\$ 10.00
B.1.2. Fines Content (ASTM D 1140), per test.....	\$ 20.00
B.1.3. Organics Content (ASTM D 2974).....	\$ 30.00
B.1.4. Atterberg Limits (Liquid Limit, Plastic Limit, ASTM D 4318), per test.....	\$ 45.00
B.1.4. Grain Size Determination (ASTM D 422), per test.....	\$ 35.00
B.2. Consolidation*, each.....	\$400.00
B.3. Unconfined Compression*	
B.3.1. Undisturbed Cohesive Soil (ASTM D 2166).....	\$150.00
B.3.2. Non-Fractured Rock Core Samples (ASTM D 3148).....	\$100.00
* Plus Sample Preparation Cost of \$ 20.00 each sample	

#### C. ENGINEERING/TECHNICIAN SERVICES(See attached)

**FOR OTHER SERVICES PLEASE CONTACT  
TIMOTHY WHEELER @ (904)-886-0766**

**CONTINUING CONTRACT**  
**FOR**  
**CONSULTING PROFESSIONAL SERVICES**  
  
**NASSAU COUNTY, FLORIDA**

THIS CONTRACT entered into this 26th day of July, 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 **ATLANTIC GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC. (AGES)**, hereinafter referred to as the "Consultant", whose address is 9556 Historic Kings Road South, Suite 107, Jacksonville, FL 32257.

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 geotechnical and laboratory 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 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 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 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 Contract 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 Contract 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 Contract Manager or his/her designee, and the County

Attorney and the County Administrator and the Contract 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:

Timothy R. Wheeler, P.E.  
Vice President  
Atlantic Geotechnical & Environmental Services, Inc.  
(AGES)  
9556 Historic Kings Road South, Suite 107  
Jacksonville, FL 32257

**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 I. VANZANT  
Its: Chairman

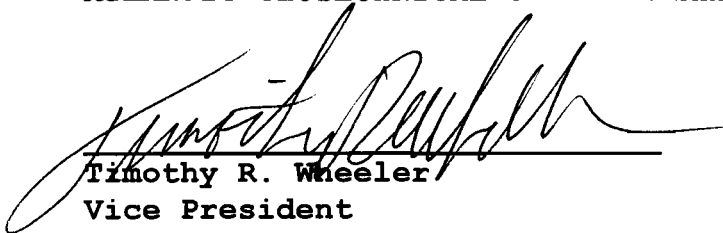
ATTEST:

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

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
MICHAEL S. MULLIN

**CONSULTANT:**  
**ATLANTIC GEOTECHNICAL & ENVIRONMENTAL SERVICES (AGES)**

  
\_\_\_\_\_  
Timothy R. Wheeler  
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).

EXHIBIT B

**Proposed Direct Labor Rates For Nassau County Contract**

Bill C. McMahan, Jr., P.E. - Senior Engineer	\$40.48
Timothy R. Wheeler, P.E. - Senior Engineer	\$40.48
Mr. Lewis E. Hay, P.E. - Project Manager	\$37.87
Mr. Greg Holtz, P.E. - Project Engineer	\$28.29
Mr. Ollie Sayre - QC Manager	\$23.93
Mr. Jerry Smith - Laboratory Manager	\$23.53
Mr. Sam Mardini - Senior Engineering Technician	\$21.58
Mr. Scott Nelson - Senior Engineering Technician	\$15.79
Mr. Dave Anderson - Senior Engineering Technician	\$15.79
Mr. Joel Byerly - Senior Engineering Technician	\$14.50
Mr. Joey Bennett - Engineering Technician	\$11.05
Mr. Ed Robere - Engineering Technician	\$ 9.89





**2004 FEE SCHEDULE FOR CONSTRUCTION MATERIALS TESTING  
Nassau County, Florida**

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**CONCRETE & ASPHALT**

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One Man for concrete or asphalt coring, per hour	\$	50.00
Compressive strength of concrete cores, each	\$	20.00
Flexural Strength of Beams, each	\$	20.00
Sample Pickup (contractor made cylinders, bulk asphalt samples, etc, if separate trip required)	\$	35.00
Equipment Rental (Core Rig), per day	\$	50.00
Marshall Stability Test of Asphalt (3 pills), each	\$	150.00
Extraction and Gradation Test of Asphalt, each	\$	150.00
Density and Thickness of Asphalt Core, each	\$	25.00
<del>Per Diem Expenses (if applicable), per man per day</del>	<del>\$</del>	<del>75.00</del>

**BASIS OF COSTS AND STANDBY TIME**

The field testing rates are based on Standby Time at Job Site, after arrival, of 15 minutes or less. Standby time in excess of 15 minutes at the job site will be invoiced at the hourly rate shown below, computed to the nearest 1/4 hour. Test performed before 6:00 A.M., after 5:00 P.M., and on weekends or holidays will be invoiced at above listed rates multiplied by 1.5

**FOR OTHER SERVICES PLEASE CONTACT  
TIMOTHY WHEELER @ (904)-886-0766  
EMAIL ADDRESS: timwheeler@atlanticgeotechnical.com**



**GEOTECHNICAL ENGINEERING FEE SCHEDULE**

Nassau County Geotechnical and Laboratory Testing Services  
Nassau County, Florida

**A. FIELD EXPLORATION**

A.1. Mobilization/Demobilization of Crew & Truck Mounted Drill to/from Site in Nassau County.....	\$300.00
A.2 Penetration Test Borings (ASTM D 1586)	
A.2.1. 0 to 50' Depth, per linear foot.....	\$ 8.25
A.2.2. 50 to 75' Depth, per linear foot.....	\$ 9.25
A.2.3. 75 to 100' Depth, per linear foot.....	\$ 10.00
A.2.4. Greater than 100' (i.e. Hourly Drilling/Probes) per hr.....	\$100.00
A.3. Auger Borings (ASTM D 1452) -or- Wash Borings, per linear foot.....	\$ 6.50
A.4. Undisturbed Sampling (ASTM D 1587), per sample, per attempt.....	\$ 70.00
A.5. Casing for Borehole Stability when Drilling Fluid cannot maintain an Open Borehole, per linear foot.....	\$ 5.00
A.6. Difficult Boring Layout and/or Setup, Drilling through Rubble, and/or Borehole Grouting, per hour.....	\$100.00
A.7. Field In-Place Permeability Tests, per test.....	\$125.00
A.8. Double-Ring Infiltrometer Test, per test.....	\$300.00
<del>A.9. Out of Town Crew Subsistence, per man per day.....</del>	<del>\$100.00</del>
A.10. Other Direct Expenses, Actual Cost plus 15 percent (For sites requiring All-Terrain Vehicle (ATV) drill equipment, add to the above fees \$50.00 for mobilization and \$1.00/linear foot for penetration test borings.	

**B. LABORATORY ANALYSIS**

B.1. Classification/Index Property Tests	
B.1.1. Natural Moisture Content (ASTM D 2216), per test.....	\$ 10.00
B.1.2. Fines Content (ASTM D 1140), per test.....	\$ 20.00
B.1.3. Organics Content (ASTM D 2974).....	\$ 30.00
B.1.4. Atterberg Limits (Liquid Limit, Plastic Limit, ASTM D 4318), per test.....	\$ 45.00
B.1.4. Grain Size Determination (ASTM D 422), per test.....	\$ 35.00
B.2. Consolidation*, each.....	\$400.00
B.3. Unconfined Compression*	
B.3.1. Undisturbed Cohesive Soil (ASTM D 2166).....	\$150.00
B.3.2. Non-Fractured Rock Core Samples (ASTM D 3148).....	\$100.00
* Plus Sample Preparation Cost of \$ 20.00 each sample	

**C. ENGINEERING/TECHNICIAN SERVICES(See attached)**

**FOR OTHER SERVICES PLEASE CONTACT  
TIMOTHY WHEELER @ (904)-886-0766**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/01/2004
PRODUCER (904)353-3181 FAX (904)353-5722 Cecil W. Powell & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Atlantic Geotechnical & Environmental Services, Inc P O Box 24008 Jacksonville, FL 32241-4008		INSURERS AFFORDING COVERAGE INSURER A: Transportation Ins Co 20494 INSURER B: Progressive Express Ins Co 10193 INSURER C: Associated Industries Ins Co INSURER D: Lloyds of London INSURER E:

**COVERAGES**

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

INSR ADD'L 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2053852354	07/30/2003	07/30/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA017399201	06/08/2004	06/08/2005
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2004326551	04/04/2004	04/04/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Engineers Or Architects Professional Liability	JT992617E04	02/06/2004	02/06/2005	\$1,000,000 Each Claim \$1,000,000 General AGgregate L \$10,000 Self Insured Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<p><b>CERTIFICATE HOLDER</b></p> <p>Arlington Construction                  2117 Second Avenue North                  Birmingham, AL 35203</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE                  Stan Storey/DRW </p>
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/01/2004
PRODUCER (904)353-3181 FAX (904)353-5722 Cecil W. Powell & Co. P.O. Drawer 41490 219 Newnan St. Jacksonville, FL 32203-1490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Atlantic Geotechnical & Environmental Services, Inc P O Box 24008 Jacksonville, FL 32241-4008		
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		INSURER A Transportation Ins Co 20494
		INSURER B Progressive Express Ins Co 10193
		INSURER C Associated Industries Ins Co
		INSURER D Lloyds of London
		INSURER E

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2053852354	07/30/2003	07/30/2004	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA017399201	06/08/2004	06/08/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2004326551	04/04/2004	04/04/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
D	OTHER Engineers Or Architects Professional Liability	JT992617E04	02/06/2004	02/06/2005	\$1,000,000 Each Claim
					\$1,000,000 General Aggregate L
					\$10,000 Self Insured Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Centex Homes, A Nevada General Partnership And Centex Real Estate Corporation is listed as an additional insured when required by written contract or written agreement Coverage is primary and noncontributing See form G140331A(0101) Attached.  
 Waiver of subrogation applies on the workers compensation and general liability policies.  
 \*30 Days Notice of Cancellation except 10 Days Notice for Nonpayment of Premium

<b>CERTIFICATE HOLDER</b>  Centex Homes a Nevada General Partnership Centex Real Estate Corporation, Fox & Jacobs 6620 Southpoint Drive South #400 Jacksonville, FL 32216	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Stan Storey/DRW
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



For All the Commitments You Make®

Policy #C2053852354

G-140331-A  
(Ed. 01/01)

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED  
ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:            Designated Project:**

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
  - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section VI) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
  - 1. The following is added to the Duties in The Event of Occurrence, Offense, Claim or Suit Condition.

G-140331-A  
(Ed. 01/01)

- e. An additional insured under this endorsement will as soon as practicable:
  - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
  - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
  - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- f. We have no duty to defend or indemnify an additional insured under this endorsement

Until we receive written notice of a claim or "suit" from the additional insured.

- 2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.