

TASK ORDER NO. 2

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. 06JP3349 provided by AGES for material testing services for Woods Lane paving project in Callahan, Florida. Services include but not limited to (1) field density testing every 500 lineal feet on the roadway sub-grade and roadway base construction or as directed by the applicable County representative, and (2) a laboratory testing program consisting of Modified Proctors and Limerock Bearing Ratio (LBR) tests.

ARTICLE 2. Time Schedule

Material testing anticipated to be completed within a 30-calendar period from the actual start of the testing services.

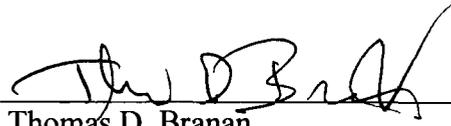
ARTICLE 3. Budget

The fee for the Scope of Services described in ARTICLE 1 shall be an estimated fee of \$4,750.00, which is based on sixty (60) field density testing @ \$12.50 per test; twenty (20) Limerock Bearing Ratio (LBR) testing @ \$200.00 per test). If it is determined in the field by AGES and the County's representative that additional test are required, the additional cost will be based upon the following: Field Density Testing @ \$12.50 per test; LBR Testing @ \$200.00 per test.; other testing not listed above will be charged by the unit rates as shown on the attached Fee Schedule (Exhibit C of the Continuing Contract).

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



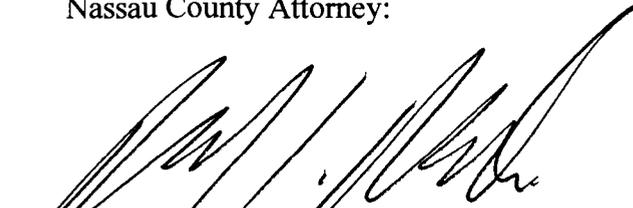
Thomas D. Branan
Its: Chairman

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



March 2, 2006

NASSAU COUNTY - CAPITAL PROJECTS ADMINISTRATION
96135 Nassau Place
Yulee, Florida 32097

Attn: Ms. Charlotte J. Young

Re Proposal for Construction Materials Testing Services
Woods Lane Paving Project
Callahan, Florida
AGES Proposal No. 06JP3349

Dear Ms. Young:

Atlantic Geotechnical & Environmental Services (AGES) is pleased to present this proposal to provide construction materials testing services associated with the upcoming Woods Lane paving project in Callahan, Florida. This proposal presents: (1) an outline of the project information as provided to us by County representative Ms. Charlotte Young, (2) the scope of proposed services, and (3) our estimated lump cost for providing the requested services.

1.0 PROJECT BACKGROUND & INFORMATION

General project information has been provided by County representative, Ms. Charlotte Young in a recent E-mail correspondence. Ms. Young requested us to perform various construction materials testing services on the Woods Lane paving project slated for improvements.

2.0 SCOPE OF TESTING SERVICES

AGES has been asked to perform: (1) field density testing every 500 lineal feet on the roadway subgrade and roadway base construction or as directed by the applicable County representative, and (2) a laboratory testing program consisting of Modified Proctors and Limerock Bearing Ratio (LBR) tests as per Florida Department of Transportation (FDOT) specifications.

3.0 COMPENSATION FOR SERVICES

The total estimated costs for our construction materials testing services will be \$4,750.00 as shown on the attached Summary of Services. An invoice will be issued on a monthly basis and it will be due upon receipt. If you desire to issue a Task Order or other form of contract for the services outlined above, please reference this proposal by number and date and delete all terms and conditions which do not apply to professional engineering services.

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

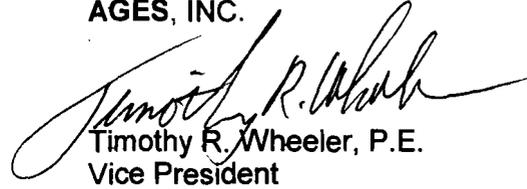
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3/7/06

5.0 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.
Vice President

TRW/trw/06JP3349.wpd
Addressee (2)

PROPOSAL ACCEPTANCE SHEET

DESCRIPTION OF SERVICES: Materials Testing Services
PROJECT NAME: Woods Lane Paving Project
PROJECT LOCATION: Nassau County, Florida
PROPOSAL # AND DATE: 06JP3349, 3/02/06

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 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

SUMMARY OF SERVICES

Earthwork Field Services

Field Density Testing: 60 tests at \$12.50 per test.....\$750.00

Subtotal \$750.00

Earthwork Laboratory Testing Services

Limerock Bearing Ratio (LBR) Tests:20 tests at \$200.00 per test*\$4,000.00
* (Modified Proctor Test Included in LBR Test)

Subtotal \$4,000.00

Total \$4,750.00



EXHIBIT C

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	\$	60.00
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	\$	250.00 200.00
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
Per Diem Expenses (if applicable), per man per day	\$	75.00

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

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 an 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.

12. BOREHOLES

AGES accepts no responsibility for actual or alleged damage(s) resulting from the presence of boreholes at the site. The borings are performed for the benefit of the client at his request and he is aware of the boring locations. The client recognizes that boreholes create inherent flaws in the subsurface stratification and can reopen or subside for a variety of reasons after a period of time when backfilled with soil materials. The client typically maintains a presence at the site following AGES's demobilization and is better able to monitor the boreholes and deal appropriately with the particular hazard(s) they represent. AGES will attempt to backfill boreholes with soil materials as appropriate for the site conditions at the time of our drilling activity. If desired, AGES can grout each borehole from the bottom to the surface following our drilling activities, however, additional fees will apply for this service.

Town of Callahan on March 20, 2006 at 6:00 p.m. to discuss the boundaries for providing water and sewer service.

11:48 County Commissioner Higginbotham and Planning and Zoning Board Member Scott expressed that they would like to participate in various town meetings during the process.

11:50 The meeting recessed and reconvened at 12:07 p.m. to consider other items. Upon the recommendation of the County Attorney, it was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve and authorize the Chairman to sign Task Order No. 2 to the continuing contract for consulting professional services with Atlantic Geotechnical & Environmental Services regarding material testing services for Woods Lane paving project, noting that the developers of Tupelo Plantation would pay for the service.

12:08 Following discussion and as recommended by the Clerk to correct a previous error, it was moved by Commissioner Vanzant, seconded by Commissioner Acree and unanimously carried to approve and authorize the Chairman to sign the appropriate form for payment for seniority pay the County Attorney in the amount of \$7,050. Due to an error in the original calculation, it was then moved by

er Acree, seconded by Commissioner Vanzant and
3/15/06