

CHANGE ORDER APPROVAL FORM

09 OCT -5 AM 10:53
RECEIVED
CONTRACT MANAGEMENT

PROJECT: American Beach Community Center

CHANGE ORDER NUMBER: 2

DATE: 9/29/09

CONTRACT NUMBER: CM1095

TO CONTRACTOR: Arcadis U.S., Inc.

Reason for Change Order: For utilities, new culvert, and contract administration services.

Original Contract Sum.....	\$	<u>11,100.00</u>
Net Change by Previous Change Order/Supplemental Agreement.	\$	<u>8,500.00</u> ✓
Contract Sum Prior to This Change Order.....	\$	<u>19,600.00</u>
Amount of This Change Order (Add/Deduct).....	\$	<u>6,900.00</u>
New Contract Sum Including this Change Order.....	\$	<u>26,500.00</u>

APPROVED BY: *Daniel Salmer*
Project Manager (Department Head)

DATE: 9-29-09

APPROVED BY: *Charlotte Young*
Contract Manager

DATE: 10/2/09

APPROVED BY: *Belley*
Director of Office of Management & Budget

DATE: 10/6/09

APPROVED BY: *[Signature]*
County Coordinator

DATE: 10/6/09

RECEIVED
CONTRACT MANAGEMENT
2009 OCT -7 AM 10:33

RECEIVED
CONTRACT MANAGEMENT
2009 OCT -1 AM 11:00

Suzie Fontes

From: Schofield, Joseph R. [Joseph.Schofield@arcadis-us.com]
Sent: Wednesday, August 19, 2009 9:41 AM
To: Daniel Salmon
Cc: Suzie Fontes
Subject: American Beach CC - change order for utilities, new culvert, add CA (JK007172)

Good Morning Daniel;

This e-mail is to request additional funds for engineering and construction administration services provided by this office. Specifically, we have provided additional gravity sewer connection design and coordination services, water service connection directional bore design and coordination, and provided a driveway culvert design, cost estimate, and bid assistance. Also, additional construction administration funds will be required to finish and close-out this project based on the expected completion timeline. For those services we request the following additional compensation for the American Beach project.

Utility Design and coordination (lump sum)	\$4,500.00
Driveway Culvert and Pricing (lump sum)	\$1,200.00
Construction Admin. (T&M)	\$1,200.00
TOTAL	\$6,900.00

Let me know if you require additional information to process this request. Thank you sir.

Joe Schofield, P.E. | Project Manager | joseph.schofield@arcadis-us.com
 ARCADIS U.S., Inc. | 1650 Prudential Drive, Suite 400 | Jacksonville, FL 32207
 T. 904.861.2898 | M. 904.451.3835 | F. 904.861.2450
www.arcadis-us.com

ARCADIS, Imagine the result
 Please consider the environment before printing this email.

NOTICE: This e-mail and any files transmitted with it are the property of ARCADIS U.S., Inc. and its affiliates. All rights, including without limitation copyright, are reserved. The proprietary information contained in this e-mail message, and any files transmitted with it, is intended for the use of the recipient(s) named above. If the reader of this e-mail is not the intended recipient, you are hereby notified that you have received this e-mail in error and that any review, distribution or copying of this e-mail or any files transmitted with it is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete the original message and any files transmitted. The unauthorized use of this e-mail or any files transmitted with it is prohibited and disclaimed by ARCADIS U.S., Inc. and its affiliates. Nothing herein is intended to constitute the offering or performance of services where otherwise restricted by law.



Infrastructure, environment, facilities

CHANGE ORDER FOR PROFESSIONAL SERVICES

To:

Ms. Charlotte Young; Contract Manager
Capital Projects Administration
96135 Nassau Place, Suite 6
Yulee, Florida 32097

Fax (904) 548-4687

Phone: (904) 548-4688

Subject:

Change Order No. 1 to Work Authorization No. 1
American Beach Community Center
Permit Renewal Services
Nassau County, Florida

This CHANGE ORDER is entered into by and between ARCADIS U.S., Inc., a Delaware corporation ("Consultant") and Board of County Commissioners of Nassau County, Florida ("Client"). This CHANGE ORDER incorporates by reference the WORK AUTHORIZATION NO. 1 entered into by the Parties dated February 12, 2007. The CHANGE ORDER hereby amends and supplements as follows:

1. Change Order Scope of Work

Engineering and Landscape Plans for Nassau County Community Center (NCCC) were completed by ARCADIS (formerly BHR, Inc.) in 2003 and approved by Nassau County at that time. The project was never constructed, and Nassau County contracted with ARCADIS Under Work Authorization No. 1, to update and renew the plans, incorporating all known comments made by Nassau County staff and officials since the 2003 approval. Following submittal of updated plans in January 2008, an additional round of comments was made by staff reviewers, some of which are not in the scope of Work Authorization No. 1. Accordingly, this Change Order will allow ARCADIS to address the additional out-of-scope comments pursuant to the completion of the engineering and landscape plans for re-permitting.

1.1 Task 1- Revised Engineering and Landscape Plans

1.1.1 ARCADIS will incorporate the out-of-scope review comments listed below that were received since the plans were submitted for re-permitting in January, 2008.

Growth Management:

- Adjust plans to comply with NRP Ordinance requirements enacted after plans were submitted, adjust tree calipers per new ordinance, create perimeter landscaping strips with additional trees, Increase perimeter landscaping widths and meander

ARCADIS U.S., Inc.
1650 Prudential Drive
Suite 400
Jacksonville
Florida 32207
Tel 904.721.2991
Fax 904.861.2450

LAND RESOURCES

Date:
March 4, 2008

From:
Mike Boyer

Phone Number:
904.861.2823

Project No.:
JK007172

Engineering
EB00007917

Geology
GB310

Landscape Architecture
LC26000269

Surveying
LB7062

Page:
1/3

sidewalk, add opaque shrubs to screen parking areas, add buffer trees
and shrubs on south property line; prepare and add an irrigation plan to the set of drawings.

Fire and Rescue:

- Adjust plans to incorporate a fire apparatus turn-around or connection of the two parking lots.

Health Department:

- Investigate location of all potable wells (if any) within 200' of proposed sewer line on Julia Street and depict them on the Water and Sewer Plan

Building Department:

- Coordinate with Architect to locate fire exit door on proposed building and add to drawings, provide ADA ramp details at building, and add two handicap parking spaces to future parking lot.

2. Compensation for Services

Task 1	Revised Engineering and Landscaping Plans (Lump Sum)	\$8,500
	TOTAL FEE (Excluding Reimbursables):	\$8,500

Please note that the above fees are *in addition* to the fees listed on Work Authorization No. 1, some of which may have already been paid by Client. Reimbursables expended pursuant to the completion of the above tasks will be invoiced per Work Authorization No. 1, the estimated amount of which may be exceeded due to the additional work that this Change Order represents.

Nassau County Board of County
Commissioners

ARCADIS U.S., Inc.

By: _____

By:



Libbey Webb

Title: _____

Title:

Vice President

Date: _____

Date

3/4/08

1. Hourly Billing Rates

Fees for any work required on an overtime basis, such as staffing to meet unanticipated expedited scheduling, will be invoiced at 1.5 times the normal billing rate. These rates remain in effect through June 30, 2008.

Officer	\$185.00
Division Manager/Financial Analyst.....	165.00
Chief Engineer/Senior Project Manager.....	150.00
Senior Professional.....	130.00
Project Professional.....	115.00
Staff Professional.....	95.00
Professional	82.00
Senior Technical	88.00
Technical.....	60.00
Construction Inspector.....	75.00
Project Assistant	50.00
Principal Surveyor.....	150.00
Surveyor.....	115.00
Senior Survey Professional	100.00
Survey Technician	80.00
Survey Crew	135.00

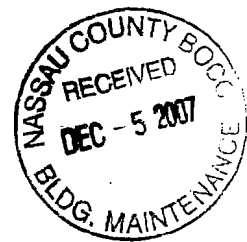
2. Additional Services

Services requested by the Client that are not within the attached scope-of-work are considered items of additional service and will be billed at our standard hourly rates.

3. Revisions

Delivery of our work products is dependent on timely and knowledgeable input and decisions from other team members including the Client's representative, architect, attorney, geotechnical engineer, biologist, and others. Our fees assume a well-coordinated and responsive team and compliance to existing permits.

Revisions or changes to work accomplished under this agreement that are beyond our control are not included in the basic fees established under and are, therefore, items of additional services.



AGREEMENT FOR PROFESSIONAL SERVICES
AMERICAN BEACH COMMUNITY CENTER
NASSAU COUNTY, FLORIDA

THIS AGREEMENT entered into this 12th day of September, 2007, 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 **ARCADIS U.S., INC.**, (hereinafter referred to as "ARCADIS"), a Florida Corporation authorized to do business in the State of Florida at 1650 Prudential Drive, Suite 400, Jacksonville, Florida 32207.

WHEREAS: ARCADIS represents that it is knowledgeable and experienced in providing professional technical, engineering and consulting services; and

WHEREAS: The Board of County Commissioners of Nassau County desires to have ARCADIS perform such professional services pursuant to and more particularly described in the Scope of Work and/or approved Work Authorizations.

NOW, THEREFORE, in consideration of mutual terms and conditions, promises, covenants and payments herein set forth, the County and ARCADIS agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 The COUNTY authorizes ARCADIS to provide the Basic Services described in this Agreement and all exhibits hereto in connection with the American Beach Community Center project, which is located on the south side of Julia Street and the west side of Mary Street in American Beach (Amelia Island), Florida.

1.2 ARCADIS will perform professional services pursuant to the renewal of existing permits for the referenced project. Specifically, the permits that have been obtained but which will

require renewal because of the time that has elapsed since their issuance include the following:

- 1.2.1 Nassau County Concurrency Approval.
- 1.2.2 Nassau County Development Review Committee (DRC) Approval.
- 1.2.3 St. Johns River Water Management District (SJRWMD) Permit.
- 1.2.4 Approval by the Planning and Zoning (PZ) Board and Board of County Commissioners (BCC)
- 1.2.5 Florida Department of Environmental Protection (FDEP) Sewage Collection System Permit (NIC)
- 1.2.6 Florida Department of Environmental Protection (FDEP) Water Distribution System Permit (NIC).

1.3 ARCADIS agrees to diligently and professionally perform professional consulting services and produce all of the deliverables, described in this Agreement and all exhibits hereto for the proper completion of the Scope of Services as described in the Work Authorization For Professional Services, ARCADIS Proposal No. 07-0073, attached hereto as Attachment "A", which shall constitute a part of this Agreement.

1.4 ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to ARCADIS. Services shall include all the work necessary to perform the work described in the Work Authorization and this Agreement.

ARTICLE 2 - PERSONNEL

2.1 ARCADIS shall faithfully perform the Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement and any Work Authorization.

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

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

ARTICLE 3 - SUBCONTRACTING

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

3.2 ARCADIS is solely responsible and liable for the work of the subcontractor(s).

ARTICLE 4 - PAYMENTS

4.1 The County shall pay ARCADIS for Basic Services provided under this agreement, a Fixed Fee of \$10,100.00, for all services as outlined in Article 1.

4.2 In addition to the Basic Services fee, expenses incurred by ARCADIS for travel, reproduction of reports, drawings, specifications, couriers, toll telephone charges, and other project related items shall be reimbursed by the County

and shall be invoiced at 115% of actual cost. These reimbursable items shall not exceed \$1,000.00.

4.3 ARCADIS will bill the County on a monthly basis or as otherwise provided and at the amounts set forth in this agreement 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.

4.4 Invoices shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

4.5 Invoices received from ARCADIS pursuant to this Agreement will be sent to Daniel Salmon, Project Manager, 45195 Musselwhite Road, Callahan, Florida 32011, indicating that services have been rendered in conformity with this Agreement. The Project Manager will provide the invoice to the appropriate County Department(s) for review and recommendation(s) as to payment. Invoices must reference this Agreement.

4.6 Final Invoice: In order for both parties herein to close their books and records, ARCADIS will clearly state "final invoice" on ARCADIS'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 this Agreement.

4.7 Acceptance of Invoice: Receipt of invoice shall not constitute acceptance and authorization for payment. Final acceptance and authorization of payment shall be given only after a thorough review by the County indicating that the performance meets specifications and or all conditions. Should the County determine that the work set forth in this Agreement has not been performed, payment will be withheld pursuant to Florida Statutes, Section 218.70, until such time as ARCADIS

takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Administrator may authorize the recipient to refuse final acceptance of the service.

ARTICLE 5 - TERMINATION

5.1 This Agreement may be terminated by the County upon thirty (30) days' prior written notice to ARCADIS.

5.2 Unless ARCADIS is in breach of this Contract, ARCADIS 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, ARCADIS 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 - FEDERAL AND STATE TAX

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

6.2 ARCADIS shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

7.1 The obligations of the County under this Agreement are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County. Non-appropriation by the County will cause the Agreement to terminate.

ARTICLE 8 - INSURANCE

8.1 ARCADIS 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.

8.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. ARCADIS shall furnish Certificates of Insurance to the County prior to the commencement of work. The Certificates shall clearly indicate that ARCADIS has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 ARCADIS of this liability and obligations under this Agreement.

8.3 ARCADIS shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

8.4 ARCADIS shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance in the

amount of \$1,000,000.00 per occurrence to protect the firm 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 Agreement, whether such operations be by ARCADIS or by anyone directly employed by or contracting with ARCADIS.

8.5 ARCADIS shall maintain, during the term of this Agreement, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect ARCADIS 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 ARCADIS or by anyone directly or indirectly employed by ARCADIS.

8.6 ARCADIS shall maintain, during the term of this Agreement, 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.

8.7 All insurance, other than Professional Liability and Workers' Compensation, maintained by ARCADIS, shall specifically include the County as an "Additional Insured".

ARTICLE 9 - INDEMNIFICATION

9.1 ARCADIS shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of ARCADIS and other persons employed or utilized by ARCADIS in the performance of this Agreement.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - CONFLICT OF INTEREST

11.1 ARCADIS 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 Agreement.

11.2 ARCADIS shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstances, which may influence or appear to influence ARCADIS' 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 ARCADIS may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by ARCADIS.

11.3 The County agrees to notify ARCADIS of its opinion by certified mail within thirty (30) days of receipt of notification by ARCADIS. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by ARCADIS, the County shall so state in the notification, and ARCADIS 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 ARCADIS under the terms of this Agreement.

ARTICLE 12 - RULES, REGULATIONS, LAWS, ORDINANCES, & LICENSES

12.1 ARCADIS shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and County Government, which may be applicable to the service being provided. ARCADIS shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

ARTICLE 13 - FINANCIALS

13.1 ARCADIS 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. ARCADIS further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

14.1 All preliminary and final documentation and records shall become and remain the sole property of the County. ARCADIS shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the County. In the event of termination of the agreement ARCADIS shall cease work and deliver to the County all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The County shall, upon delivery

of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the County.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

15.1 ARCADIS is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times and in all places be subject to ARCADIS' sole direction, supervision, and control.

15.2 ARCADIS shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects ARCADIS' 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. ARCADIS does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 16 - CONTINGENT FEES

16.1 ARCADIS warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for ARCADIS to solicit or secure this Agreement, 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 ARCADIS, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 17 - ACCESS AND AUDITS

17.1 ARCADIS 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 Agreement. 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 18 - NONDISCRIMINATION

18.1 ARCADIS 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 19 - GOVERNING LAWS/VENUE

19.1 Any contractual arrangement between Nassau County and ARCADIS shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.

ARTICLE 20 - RETENTION OF RECORDS

20.1 All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of ARCADIS or sub-consultants, shall be made available, upon request by the County, for inspection and

copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Agreement and the record of expenses incurred by the proposing firm in its performance under said Agreement.

20.2 ARCADIS shall maintain and protect those records for no less than three (3) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.

ARTICLE 21 - AUDITABLE RECORDS

22.1 ARCADIS shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted account principles, and the County reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to the County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

ARTICLE 22 - WAIVER OF CLAIMS

22.1 ARCADIS' acceptance of final payment shall constitute a full waiver of any and all claims, by it against the county

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

ARTICLE 23 - SEVERABILITY

23.1 If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - AMENDMENTS AND MODIFICATIONS

24.1 No modification of this Agreement 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.

24.2 The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by ARCADIS of the County's notification of a contemplated change, ARCADIS 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

ARCADIS' ability to meet the completion dates or schedules of this Agreement.

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

24.4 If the County elects to make the change, the County shall issue a change order for changes to the Scope of Service in progress, and ARCADIS shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 25 - DISPUTES

25.1 Any dispute arising under this Agreement shall be addressed by the representatives of the County and ARCADIS as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Project 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 Project Manager or their designee and the Contract Manager and a representative of ARCADIS. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or their designee(s) shall meet with ARCADIS' 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 Contractor. 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 ARCADIS. 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 26 - NOTICE

26.1 All notices required in this Agreement shall be sent via certified mail, email, or facsimile, in which an acknowledgement of receipt is provided, and, if sent to the County shall be mailed to:

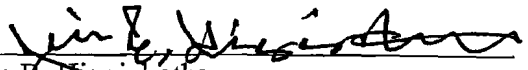
Charlotte J. Young, Contract Manager
Capital Projects Administration
96135 Nassau Place, Suite 6
Yulee, FL 32097

And, if sent to ARCADIS, shall be mailed to:

Stephen J. Stewart, RLA
ARCADIS U.S., Inc.
1650 Prudential Drive, Suite 400
Jacksonville, Florida 32207

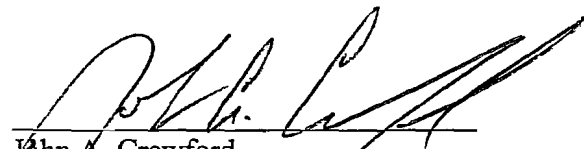
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




Jim B. Higginbotham
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE:



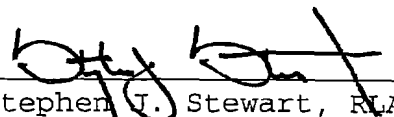
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



David A. Hallman

CONSULTANT:
ARCADIS U.S., Inc.



Stephen J. Stewart, RLA
Its: Vice President



ARCADIS U.S., Inc.
 1650 Prudential Drive
 Suite 400
 Jacksonville, Florida 32207
 Tel 904 721 2991
 Fax 904 861 2450

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

To:
 Mr. Daniel Salmon, Director
 Building Maintenance Department
 Nassau County
 45195 Musselwhite Road
 Callahan, Florida 32011

LAND RESOURCE

Date:
 February 12, 2007

Fax:
 (904) 548-4687

From:
 Andy Eckert, P.E.

Subject:
Work Authorization No. 1
 American Beach Community Center
 Permit Renewal Services

ARCADIS Proposal No:
 07-0073

Florida Licenses:
 Engineering
 EB00007917
 Geology
 GB310
 Landscape Architecture
 LC26000269
 Surveying
 LB7062

This WORK AUTHORIZATION NO. 1 is entered into by and between ARCADIS U.S., Inc., a Delaware corporation ("Consultant") and Nassau County Board of County Commissioners ("Client"). This Work Authorization incorporates by reference the PROFESSIONAL SERVICES AGREEMENT entered into by the Parties, dated February 12, 2007 (the "Services Agreement").

1. General Description of Basic Services

1.1 Client authorizes Consultant to provide the Basic Services described in this Work Authorization in connection with the following Site:

The project location is on the south side of Julia Street and the west side of Mary Street in American Beach (Amelia Island), Florida.

1.2 Client hereby authorizes Consultant to perform the following general scope of Basic Services:

ARCADIS will perform professional services pursuant to the renewal of existing permits for the referenced project. Specifically, the permits that have been obtained but which will require renewal because of the time that has elapsed since their issuance include the following:

- 1.2.1 Nassau County Concurrency Approval** - The project was granted concurrency approximately five years ago, and it has since expired. ARCADIS will meet with County staff, and apply for and seek renewal of concurrency for the project. This Proposal contemplates that no traffic study will be required pursuant to the re-issuance of Concurrency.
- 1.2.2 Nassau County Development Review Committee (DRC) approval** - The minutes of a preliminary DRC meeting received by this office on January 31, 2007 pursuant to the renewal of this project contained remarks pertaining to various elements of the previously approved engineering and landscape plans. ARCADIS will update and submit the Engineering and Landscape Plans to the DRC for review and approval. We will attend the meeting of the DRC, receive the review comments, incorporate the comments, and resubmit the plans for final DRC approval. This Proposal does not contemplate any revisions to the proposed site layout as depicted on the previously approved

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

O:\Marketing\Proposals\GOVERNMENTAL\Nassau County\07.01.31_Am Beach CC permit renewal svcs.doc

ARCADIS

engineering and landscape plans, other than the depiction of existing potable water wells on the offsite utility plans as described below. This proposal does not contemplate any rezoning activities as it is assumed that the proposed project is a conforming use. However, it will require approval by the Planning and Zoning Board and the Board of County Commissioners because of its PUD zoning classification as described below.

1.2.3 St. Johns River Water Management District (SJRWMD) Permit - This permit expires in December of this year. At the appropriate time, ARCADIS will compose and send a letter to the SJRWMD requesting an extension of the permit for the maximum period allowed, which we estimate at two years. This Proposal contemplates that no rule changes or review comments will be applied to this permit extension, and that the existing detention pond design will remain intact.

1.2.4 Approval by the Planning and Zoning (PZ) Board and Board of County Commissioners (BCC) - Because the project is within a PUD, it will have to be approved by both of these agencies. ARCADIS proposes to attend and represent the project at three meetings: a PZ workshop, a PZ hearing, and a BCC hearing. Additional meetings attendance is considered Additional Services in accordance with 2.1 below.

1.3 Florida Department of Environmental Protection (FDEP) Sewage Collection System Permit (NIC)

This permit expires in October, 2008. If the permitted work has not been constructed by that time, an extension of the permit for the maximum period allowed, which we estimate the extension period at two years. This Work Authorization does not include any permit extension requests at this time. Note that the minutes of a preliminary DRC meeting received by this office on January 31, 2007 pursuant to the renewal of this project contained a remark from the Health Department pertaining to identifying the location of existing potable water wells. This was not a requirement of the existing FDEP permits, and it would be an unpredictable and time-consuming endeavor by ARCADIS to locate these wells (if any). Therefore, such work is specifically excluded from this Proposal, as we will rely on the County to survey and provide these well locations to us for inclusion on our engineering plans. If required in the future, ARCADIS may provide FDEP Sewer Permit assistance in accordance with Paragraph 2.1 below.

1.4 Florida Department of Environmental Protection (FDEP) Water Distribution System Permit (NIC)

This permit expires in October, 2008. If the permitted work has not been constructed by that time, an extension of the FDEP permit will be required for the maximum period allowed, which we estimate the extension period at two years. This Work Authorization does not include any permit extension requests at this time. If required in the future, ARCADIS may provide FDEP Water Permit assistance in accordance with Paragraph 2.1 below.

2. Additional Services

2.1 The Basic Services described in Paragraph 1 do not include the following services that are to be performed by Client or, upon written request from Client by Consultant, as an Additional Service by Consultant:

- | | |
|---|-------------------------------|
| ▪ Engineering and / or Landscaping Design (other than as described above) | ▪ Locating existing utilities |
| ▪ Surveying | ▪ Potable water wells |
| ▪ Platting | ▪ Due diligence |
| ▪ Permit Fees | ▪ Aerial photography |
| ▪ Wetland boundaries establishment | ▪ Wetland mitigation |
| ▪ Tree surveys | ▪ Field testing |
| | ▪ Biologist |

ARCADIS

- Geotechnical Services
- County Application fees
- Assistance with financial packages
- Assistance with bond issuance or compliance
- FDEP Water/ Sewer Permits Renewals

All costs for the above services, if offered or capable of being performed by ARCADIS, shall be paid directly by the client, negotiated as additional services or paid at our standard hourly rates. If others perform some or all of the above services or provide information relating thereto, ARCADIS assumes no responsibility for the accuracy of such information or services, and shall not be liable for error or omissions therein.

3. Compensation for Services

3.1 Client shall pay Consultant for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

1.2.1	Concurrency Approval (Fixed Fee).....	\$ 1,750.00
1.2.2	DRC Approval (Fixed Fee)	4,500.00
1.2.3	SJRWMD Renewal Request (Fixed Fee)	350.00
1.2.4	PZ and BCC Meeting Attendance (Fixed Fee).....	<u>3,500.00</u>
	TOTAL FEE (Excluding Reimbursables):	\$10,100.00
	TOTAL FEE (Including Reimbursables):	\$11,100.00

3.2 In addition to the Total Fee, costs incurred by Consultant pursuant to this Work Authorization shall be reimbursed by Client as follows:

Our basic fees do not include expenses for travel, reproduction of reports, drawings, specifications, couriers, toll telephone charges, and other project related items. These items will be added to the basic fees and shall be invoiced at 115% of actual cost. We have estimated a budget for this item to be \$1,000.00.

3.3 Client shall pay Consultant for Additional Services as follows:

Services requested by the Client that are not within the scope of the above services or changes beyond ARCADIS control are considered items of additional service and will be billed at our standard hourly rates or negotiated separately from this agreement.

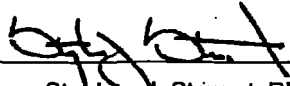
3.4 Consultant's current fee schedule is attached as Attachment 1.

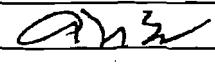
Nassau County Board of County
Commissioners

By: _____

Title: _____
Date: _____

ARCADIS U.S., Inc.

By: 

Stephen J. Stewart, RLA
Title: Vice President
By: 

Andrew N. Eckert, P.E.
Title: Manager, Commercial Development
Date: February 12, 2007

ARCADIS

ATTACHMENT 1 Method of Charging for Professional Services/Fee Schedule

1. Hourly Billing Rates

Officer	\$185.00
Division Manager/Financial Analyst.....	165.00
Chief Engineer/Senior Project Manager....	150.00
Senior Professional.....	130.00
Project Professional.....	115.00
Staff Professional.....	95.00
Professional	82.00
Senior Technical	88.00
Technical	60.00
Construction Inspector.....	75.00
Project Assistant.....	50.00
Principal Surveyor.....	150.00
Surveyor.....	115.00
Senior Survey Professional	100.00
Survey Technician	80.00
Survey Crew	135.00

Note: Fees for any work required on an overtime basis, such as staffing to meet unanticipated expedited scheduling, will be invoiced at 1.5 times the normal billing rate. These rates remain in effect through December 31, 2007.