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AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of February 2004, by and between:

Durbin Crossing Community Development District, a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes and the laws of the State of Florida, hereinafter referred to as "District"

and

England-Thims & Miller, Inc., a registered Florida Corporation, hereinafter referred to as "Engineer"

WHEREAS, District solicited for proposals to serve as Engineer for the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the number one most qualified firm to serve as Engineer for the District and authorized negotiations of a contract pursuant to section 287.055, F.S.; and

WHEREAS, District intends to employ Engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to District during the performance of his services;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. – SCOPE OF SERVICES

- A. The Engineer will provide general engineering services including:
 - 1. Prepare any necessary reports and attend meetings of the District's Board of Supervisors.
 - 2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
 - 3. Any other items requested by the Board of Supervisors, including but not limited to design of District improvements.
- B. The Engineer shall prepare or cause to be prepared construction drawings and specifications for the type of work as directed by the Board of Supervisor of the District. This will also include rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and/or supervising the bidding processes, and any other activity required by the Board of Supervisors.
- C. The Engineer shall provide general services during construction phase including:
 - 1. Periodic visits to the site, or full time services, as directed by the District.
 - 2. Processing of contractors' pay estimates.
 - 3. Final inspection and requested certificates for construction including the final certification of construction.

4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."

ARTICLE 2. – METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 3. – COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

- 3.1 Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- 3.2 Hourly Personnel Rates – For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in Schedule "A". This Agreement provides for the renegotiation of hourly rates outlined in Schedule "A" on the annual anniversary of this Agreement.

ARTICLE 4. – REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses listed as follows:

4.1 Expenses of transportation and living when traveling in connection with the project, for long distance calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.

4.2 Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 5. – SPECIAL CONSULTANTS

When authorized in writing by the District, additional special consulting services shall be paid for on a cost basis plus 15%.

ARTICLE 6. – ACCOUNTING RECORDS

Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 7. – REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of services. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

ARTICLE 8. – ESTIMATE OF COST

Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 9. – INSURANCE

Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$300,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured. Engineer shall provide the District with 30 days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 10. – CONTINGENT FEE

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

ARTICLE 11. – AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

ARTICLE 12. – INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's

agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S.

The District agrees, to the extent permitted by section 768.28, F.S., and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

ARTICLE 13. – PUBLIC RECORDS

The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the owner in conjunction with this Agreement.

ARTICLE 14. – EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 15. – CONTROLLING LAW

Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

ARTICLE 16. – ASSIGNMENT

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 5 herein.

ARTICLE 17. – TERMINATION

Either the District or Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination without cause, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

The District may terminate this Agreement with cause upon written notice to Engineer. In the event any termination for cause, Engineer shall not perform any further services for the District after Engineer's receipt of notification of termination for cause, but Engineer shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 18. – RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees.

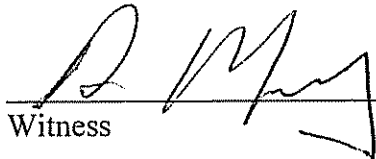
ARTICLE 19. – ACCEPTANCE

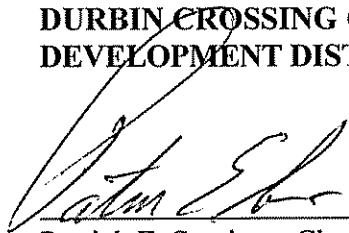
Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

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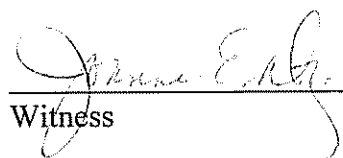
IN WITNESS WHEREOF, the parties hereto have caused these present to be executed
the day and year first above written.

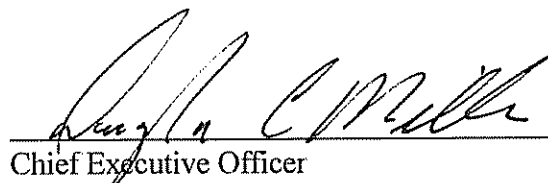
**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**


Witness


Patrick E. Sessions, Chairman

ENGLAND-THIMS & MILLER, INC.


Witness


Chief Executive Officer

SCHEDULE "A"

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

HOURLY FEE SCHEDULE

Principal.....	\$165.00/Hr.
Sr. Engineer.....	\$115.00/Hr.
Project Manager.....	\$105.00/Hr.
Engineer.....	\$95.00/Hr.
Sr. Planner.....	\$100.00/Hr.
Planner.....	\$95.00/Hr.
Sr. Landscape Architect.....	\$98.00/Hr.
GIS Programmer.....	\$98.00/Hr.
Landscape Architect.....	\$90.00/Hr.
GIS Analyst.....	\$87.50/Hr.
Designer.....	\$87.50/Hr.
GIS Technician.....	\$75.00/Hr.
Clerical.....	\$37.50/Hr.
CADD Technician.....	\$85.00/Hr.
Construction Monitor.....	\$75.00/Hr.
Computer Time.....	\$75.00/Hr.
Programmer.....	\$98.00/Hr.
Survey Field Crew (Std.).....	\$110.00/Hr.
Survey Field Crew (GPS).....	\$140.00/Hr.
P.S.M.....	\$100.00/Hr.
Vehicle Allowance.....	\$471.00/Month