

FORM OF AGREEMENT

THIS AGREEMENT, made this 28th day of March, 1994, by and between the NASSAU COUNTY BOARD OF COMMISSIONERS, hereinafter called 'OWNER' and SIMS DESIGN CONSULTANTS, INC. doing business as (an individual, partnership, or corporation) hereinafter called 'Consultant'.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

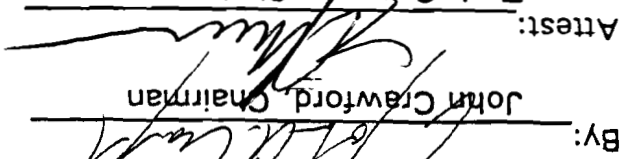
1. The Consultant will commence and complete the SHAVE BRIDGE BOAT RAMP; PERMITTING AND PLANS AND SPECIFICATIONS.
2. The Consultant will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Consultant will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendars days after the date of the NOTICE TO PROCEED and will complete the same as shown in the attached schedule unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Consultant agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of (\$ 33,300.00) THIRTY-THREE THOUSAND THREE HUNDRED AND 00/100***** ***** DOLLARS as shown in the proposal schedule.
5. The term 'CONTRACT DOCUMENTS' means and includes the following:
 - Advertisement of Request for Qualifications
 - Instructions to Consultants
 - Proposal
 - Agreement
 - General Conditions
 - Special Conditions
 - Notice of Award
 - Drawings prepared by Nassau County
 - Specifications prepared or issued by Nassau County
 - Addenda
6. The OWNER will pay to the Consultant in the manner and at such times as set forth in the General Conditions such amounts are required by the CONTRACT DOCUMENTS.

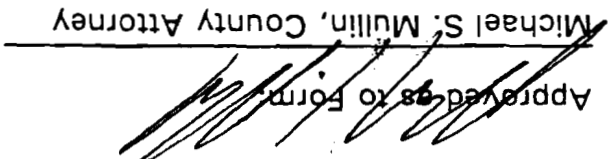
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

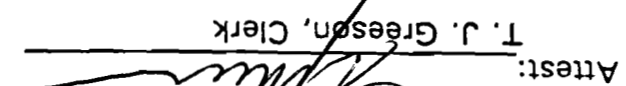
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

NASSAU COUNTY BOARD OF COMMISSIONERS

P.O. BOX 1010
FERNANDINA BEACH, FL 32035-1010

By: 
John Crawford, Chairman

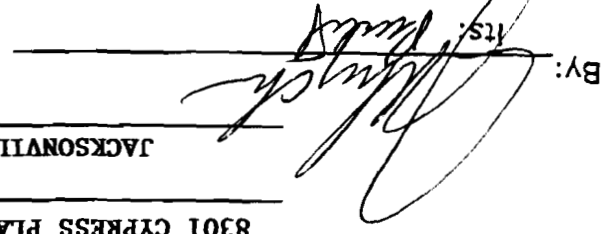
Approved as to Form: 
Michael S. Mullin, County Attorney

Attest: 
T. J. Greeson, Clerk

SIMS DESIGN CONSULTANTS, INC.

8301 CYPRESS PLAZA DRIVE, SUITE 117

JACKSONVILLE, FL 32256

By: 
Its: _____

Attest: _____
Its: _____

ATTACHMENT "A"

The Consultant will provide a scope of work and cost as part of his bid and provide the following information.

1. Letter of Interest for the project, showing the Consultant has knowledge, interest and understanding of the project.
2. Summary of the firm's ability to satisfy the County requirements.
3. List of at least three (3) verifiable clients where similar projects have been completed or are in progress. The following should be provided for each project listed:
 - Name, title, address and phone number of the individual within the organization who can be contacted in regards to this statement of qualifications.
4. Identification of the project team and location where technical work will be performed.
5. Brief statement of project approach.
6. A copy of the Consultant's current Florida Professional Registration Certificate.
7. Provide information as required in the Notice to Proceed.
8. Provide a proposal specifying a timetable for Phases I and II and a Scope of Services to be provided with the proposal together with a schedule of fees and hourly rates.
9. Provide one (1) original copy of the proposal and four (4) xerox copies.

Award will be based on bidder's qualifications, proposed scope of services and schedule.

INSTRUCTIONS TO CONSULTANTS

SHAVE BRIDGE BOAT RAMP; PERMITTING AND PLANS AND SPECIFICATIONS

Nassau County is interested in obtaining proposals from interested parties for the siting, permitting, design, and the preparation of plans and specifications and bid documents for the construction of a boat ramp and parking on the Intracoastal Waterway to be located within the SR-200 / A1A Florida Department of Transportation right-of-way. The proposal is to place the boat ramp on the east side of the waterway and to provide parking under the Shave Bridge between the piers. The access road currently exists on the north side of the right-of-way but may have to be improved. A Florida Public Utilities utility easement exists on the south side of the FDOT right-of-way and appears to have existed prior to the FDOT right-of-way.

The following phases are anticipated:

PHASE I - Preliminary Engineering Service

Work Elements:

1. Prepare preliminary site plan or plans locating access roads, parking and boat ramp location including surveying the site boundaries and providing topographic information.
2. Determine permitting requirements and conditions of the permits including meetings with the required agencies.
3. Prepare cost estimates of the project.
4. Review proposal with County staff and Commission.

PHASE II

Work Elements:

1. Prepare final site plan upon approval by the County in Phase I.
2. Secure permits.
3. Prepare plans and specifications.
4. Prepare bid documents.
5. Recommendation on project award.
6. Meet with County staff and Commission.

PHASE III

Work Element: Project Management

The FDOT has been contacted about a lease by County staff.

The consultant is required to provide a proposal specifying a timetable for Phases I and II and a Scope of Services to be provided with the proposal together with a schedule of fees and hourly rates.

GENERAL CONDITIONS

1. **CONSULTANT'S LIABILITY INSURANCE:** The Consultant shall purchase and maintain such comprehensive general liability and other insurance as appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Consultant's performance and furnishing of the work and Consultant's other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by Consultant, by and Subcontractor, by anyone directly employ by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable.
 - a. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Consultant's employees;..
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Consultant's employees;
 - d. Claims for damages insured by personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Consultant, or (2) by any other person for any other reason;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 - f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages required, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to Owner and Engineer by certified mail.. All such insurance shall remain in effect until final payment and at all times thereafter when Consultant may be correcting, removing or replacing defective work.

- a. **Contractual Liability Insurance:** The comprehensive general liability insurance required above will include contractual liability insurance.
 - b. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Consultant, Subcontractors, or others in the work. The risk of loss within the deductible amount, will be borne by Consultant, Subcontractor or others suffering such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
 - c. **Workmen's Compensation:** The Consultant shall maintain such insurance as will protect both him and the Owner from claims under Workmen's Compensation Acts and from any other claims for damages for personal injury including death, which may arise from operations under this Contract, whether such operations be by himself or anyone directly or indirectly employed on the work.
2. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Without limiting its liability under the Contract Agreement, the Consultant shall procure and maintain at his expense during the life of the Contract, insurance of the types stated below as will protect him from claims which may arise out of or result from the Consultant's execution of the Work, whether such execution be by himself or by any Subcontractor, or by anyone director or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- a. **WORKMEN'S COMPENSATION INSURANCE:** Workmen's Compensation Insurance in accordance with the laws of the State of Florida sufficient to secure the benefits of the Florida Workmen's Compensation Law for all employees of the Consultant and employer's liability coverage.
 - b. **Coverage:**

Comprehensive General Liability	Comprehensive Auto Liability
Bodily Injury, inc. Death	Bodily Injury, inc. Death
Property Damage	Property Damage
Aggregate	

In the event any of the Work shall be performed from or by the use of vessels on navigable streams or bodies of water, the Consultant shall also procure and maintain, at his expense, at all times during the performance of such Work, insurance coverage under the Federal Longshoremen's and Harbor Worker's Compensation Act, and under the Jones Act, the Maritime Act, and any other federal laws pertaining to the master or member of the crew of the vessels.

The Consultant's comprehensive general liability policy shall also include blanket contractual liability coverage. Such insurance shall also provide Consultant's protective coverage and coverage for explosions, collapse, and injury or damage to property under the surface of the ground.

All insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Owner. Before commencing any Work hereunder, the Consultant shall provide the Owner and the Engineer with insurance certificates certifying that all required insurance is in force; all such insurance certificates shall contain the following signed statement:

"The insurance evidenced by this Certificate will not be canceled, allowed to expire, or be materially changed except after at least thirty (30) days prior written notice thereof has been given to the Owner, Nassau County, Florida, and the Engineer by certified mail."

The Consultant agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the Owner.

In the event any part of the Work to be performed hereunder shall require the Consultant or his Subcontractor(s) to enter, cross, or Work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the Consultant shall, before commencing any such Work, at his expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

The original of such policy shall be delivered to the railroad involved with copies of the Owner and Engineer. The Consultant shall not be permitted to enter upon or perform any Work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance specified herein is in addition to any other insurance which may be required by the Owner and shall be kept in effect at all times while Work is being performed on or about the property, tracks, or rights-of-way of the railroad.

The Consultant shall purchase flood insurance to the maximum amount made available under the National / Local Insurance Act of 1968, as amended, for the period of construction. The Owner will insure the facilities from the date of Final Completion throughout the useful life of the project.

CONFLICT OF INTEREST CERTIFICATE

SHAVE BRIDGE BOAT RAMP; PERMITTING AND PLANS AND SPECIFICATIONS

Consultant MUST execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the County or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official - TYPED

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named County official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed CONFLICT OF INTEREST statement(s) with the Supervisor of Elections, 11 North 14th Street, Fernandina Beach, Florida, prior to bid opening date.

NAME	TITLE/POSITION	DATE OF FILING

Signature

Company Name

Name of Official - TYPED

Business Address

City, State, Zip Code

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____

for Shave Bridge Ramp: Permitting and Plans and Specifications

2. This sworn statement is submitted by Sims Design Consultants, Inc.

[name of entity submitting sworn statement]

whose business address is 8301 Cypress Plaza Drive, Suite 117

and Jacksonville, Florida 32256

(if applicable) its Federal Employer Identification Number (FEIN) is 31-1250995

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____)

3. My name is Johnny C. Sims, P.E. and my relationship to the

[please print name of individual signing]

entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,

means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,

means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

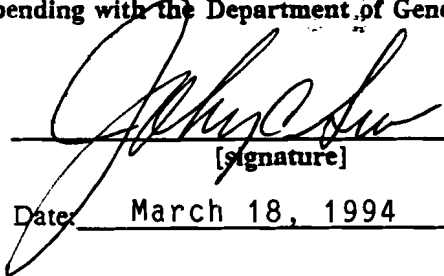
X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]



[signature]
Date: March 18, 1994

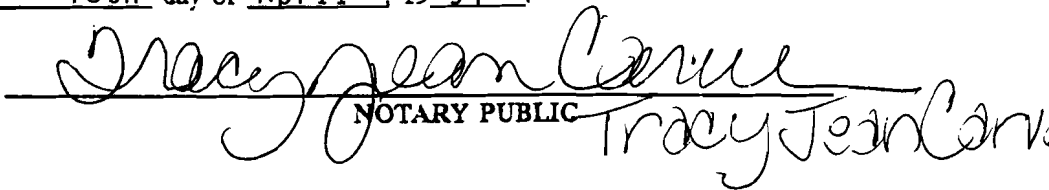
STATE OF Florida

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Johnny C. Sims, P.E. who, after first being sworn by me, affixed his/her signature
[name of individual signing]

in the space provided above on this 18th day of April, 19 94.



NOTARY PUBLIC Tracy Jean Carver

My commission expires:

