

AGREEMENT

THIS AGREEMENT entered into this 27th day of November, 2000, by and between **OLSEN ASSOCIATES, INC.,** a Florida Corporation, hereinafter referred to as "Olsen", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA,** a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, the Jacksonville District, Corp of Engineers proposes to place beach disposal material derived from the maintenance of the A.I.W.W., along the shoreline of South Amelia Island; and

WHEREAS, it is intended that the material will be strategically placed principally along the shoreline southward and abutting the SAISSA groin field for purposes of beach enhancement of lands located within the Amelia Island State Recreation Area; and

WHEREAS, the Office of Beaches and Coastal Systems, FDEP, has requested that Nassau County, as the representative of the original groin field permittee perform various activities necessary to construct additional sand-filled tubes at the southerly terminus of the beach disposal project for purposes of documenting their potential stabilizing effect on the fill; and

WHEREAS, the intent of the experimental project would be to monitor the stabilized fill for purposes of providing guidance for a future permanent stabilization project being considered for southern Amelia Island; and

WHEREAS, the costs associated with the interim stabilization project would be funded by the Florida Department of Environmental Protection; and

WHEREAS, it is necessary to amend Contract 99NA2 between Nassau County and the Florida Department of Environmental Protection to accomplish this scope of work by Olsen Associates, Inc.; and

WHEREAS, the detailed scope of work has been submitted, reviewed and approved by the Office of Beaches and Coastal Systems, Florida Department of Environmental Protection.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. Project Number: FDEP Contract No. 99NA2
2. Project name/location: South Amelia Island Beach Disposal/Demonstration Project
3. Scope/Intent and Extent of Services: Olsen shall perform the engineering/survey type services in accordance with the attached Scope of Work and fee schedule attached as Exhibit "A". This scope of work will allow Olsen to permit, design, supervise construction and provide limited monitoring of a "demonstration" geotube project to be constructed, in the next month or so, on the AISRA property after beach disposal placement by the U.S. Army Corp of Engineers. Olsen has been working on aspects of the demonstration project for the Division of Recreation

and Parks and the Office of Beaches and Coastal Systems, FDEP in good faith for several months with the verbal commitment that the FDEP/County contract will be modified.

4. Fee Arrangement: The authorized not to exceed budget for the work is attached hereto as Exhibit "A". The contingency shall not be expended without the written authorization of Nassau County.
5. Fees: The total not to exceed fee is \$129,000.00. Olsen shall perform work in phases, and each phase shall be approved in writing by the Office of Beaches and Coastal Systems and Nassau County prior to any payments to Olsen. In addition, Olsen shall submit the phase requests, indicating the costs and fees, to the Office of Beaches and Coastal Systems and Nassau County prior to commencement of work on each phase, and the costs and fees shall be approved in writing by the Office of Beaches and Coastal Systems and Nassau County.
6. Billings/Payments: All billings/payments shall be governed by the Prompt Payment Act.
7. Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the County and to Olsen, the risks have been allocated such that the county agrees that, to the fullest extent permitted by law, Olsen's total liability to the County for any and all injuries, claims, losses, expenses, damages, or claim

expenses arising out of this Agreement from any cause or causes, shall not exceed the approved fee amount. Such causes include, but are not limited to, Olsen's negligence, errors, omission, strict liability, breach of contract, or breach of warranty.

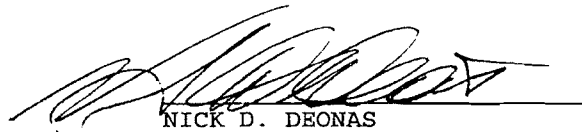
8. Termination of Services: This Agreement may be terminated by the County or by Olsen should the other fail to perform its obligations hereunder or unilaterally by the County upon thirty (30) days written notice. In the event of termination, the County shall pay Olsen for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses as agreed upon by both parties.

9. Dispute Resolution: Any dispute arising under this Agreement, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit, and the cost of mediation shall be borne by Olsen. The decision of the mediator shall be final and conclusive unless determined

by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.


10. Ownership of Documents: All documents produced by Olsen under this Agreement shall remain the property of Olsen and may not be used by the County for any other endeavor without the written consent of Olsen.
11. The County contact person is Walt Gossett, the Nassau County Coordinator, Post Office Box 1010, Fernandina Beach, FL 32035-1010. He shall review all statements and make recommendations regarding phases and payments to the Board of County Commissioners.
12. Applicable Laws: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

ATTEST:



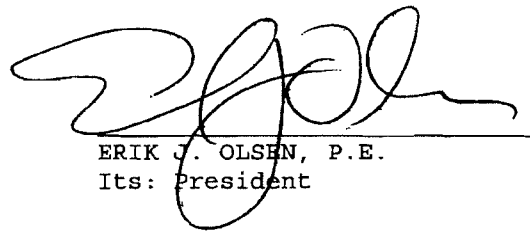
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MOLLIN

OLSEN ASSOCIATES, INC.



ERIK J. OLSEN, P.E.
Its: President

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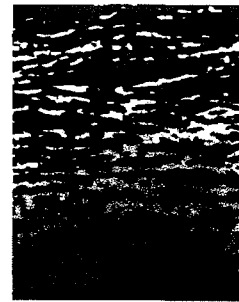
EXHIBIT A**Scope-Of-Services**

TASK I	Beach Disposal Liaison with Jacksonville District COE (Jan-September, 2000)		\$12,859.00 L.S.
TASK II	Demonstration Project (AISRA)		
		<u>COSTS</u>	
•	Beach Disposal Coordination with COE	\$ 7,500 L.S.	
•	Demo. Project Design	\$ 7,000 L.S.	
•	Permitting	\$10,000 L.S.	
•	Bid/Negotiation	\$ 5,000 L.S.	
•	Construction Supervision	\$ 7,500 L.S.	
•	Oblique Aerials Flts. (6)	\$ 3,000 L.S.	
•	Liaison with FDEP	\$ 5,000 L.S.	
•	Construction Survey & Baseline Est. ⁽¹⁾	\$ 7,500 L.S.	
•	Post-Construction Surveys (4@3 mo. intervals) ⁽¹⁾	\$20,000 L.S.	
•	Analysis/Memorandums-of-Findings	\$10,000 L.S.	
•	TRC Meetings (2)	\$ 2,700 L.S.	
•	Final Monitoring Report	<u>\$15,000 L.S.</u>	
	Subtotal	\$100,200.00	\$100,200.00 L.S.
•	Contingency ⁽²⁾ - Based upon special project requirements of the OB&CS, Division of Recreation and Parks, or Nassau County		<u>\$ 15,941.00</u>
	TOTAL NOT TO EXCEED BUDGET		\$129,000.00

⁽¹⁾ All surveys will be wading depth beach profiles, only. Survey data will be submitted to the FDEP in accordance with the requirements of Exhibit A of DEP Project Agreement No. 99NA2, Amendment No. 1.

⁽²⁾ Contingency shall not be expended without written authorization of Nassau County.

November 10, 2000



Coastal Engineering

Mr. Michael S. Mullin, Esq.
Nassau County Board of County commissioners
P.O. Box 1010
Fernandina Beach, FL 32035-1010

Der Mr. Mullin:

Please find enclosed the executed original Agreement between Nassau County and Oisen Associates, Inc. We are returning it per your request.

Sincerely,

Louise Morrison
Administrative Assistant

/lfm

Enc:

olsen
associates, inc.

4438 Herschel Street
Jacksonville, FL 32210
(904) 387-6114
(Fax) 384-7368