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June 26, 2002

**Revised July 17, 2002**

Ms. Dawn Stevenson  
Contract Manager  
Nassau County Public Works  
213 Nassau Place  
Yulee, Florida 32097

**Subject: Limited Construction Administration Services for  
Barnwell Road Improvement Project  
BHR Project No. 01188**

Dear Ms. Stevenson:

Bessent, Hammack & Ruckman, Inc. (BHR) is pleased to submit this proposal Limited Construction Administration and Observation Services in connection with the widening of Barnwell Road in Nassau County.

This agreement is made as of **June 26, 2002** by and between the **Nassau County Board of County Commissioners** (Client) and **Bessent Hammack Ruckman, Inc.** (BHR), a Florida corporation.

**PROJECT DESCRIPTION**

BHR will provide limited Construction Administration and Observation during the construction phase, which will include the attendance of one (1) Pre-Construction Meeting, periodic inspection of the work in progress and review of contractor's application for payment. BHR will prepare a substantial completion "punch list" of observed deficiencies and attend one (1) Substantial Completion Inspection Meeting.

**SCOPE OF SERVICES**

Our services will be provided in the following tasks:

Task 1 Construction Administration

**Task 1 - Construction Administration**

BHR assist the County in administration and inspection of the project.

- A. Attend the Pre-Construction Conference.
- B. Review the Contractor's shop drawings, cut sheets and other required submittals.
- C. Confirm and prepare change orders to the contractor's agreement.

Florida  
License  
Numbers

EB 064F  
LC 0121  
LB 6739

www.bhr.com

- D. Review the Contractor's monthly payment draw request.
- E. Visit the project site monthly and perform construction inspection and testing observation to verify the extent and quality of completed work claimed in Contractor's monthly payment draw request.
- F. Receive, review and forward to the County the project closeout documents including record drawings (as-builts), lien releases and Contractor certifications.
- G. Perform a pre-final inspection of the work and prepare a "Punch List" of items remaining to be completed.
- H. Perform a final construction inspection and testing observation to verify completion of the "Punch List" items and allow for the Certificate of Substantial Completion.
- I. Provide the Substantial Completion and assist in the sign-off acceptance by the regulatory governmental agency.

**PROFESSIONAL FEES**

Our fees are outlined as follows:

Task 1 Construction Administration (Hourly Budget) .....	<u>\$8,300</u>
<b>TOTAL ESTIMATED FEE (Excluding Reimbursables):</b>	<b>\$8,300</b>

**Reimbursable Expenses:** 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 direct cost times a factor of 1.15. We have estimated a budget for this item to be \$1,000.00.

**Standard Hourly Rates:**

Officer / Principal .....	\$150.00
Associate .....	110.00
Senior Professional .....	95.00
Professional.....	80.00
Senior Technical .....	75.00
Technical.....	50.00
Construction Inspector .....	65.00
Clerical.....	40.00
Surveyor .....	110.00
Senior Survey Professional .....	85.00
Survey Technician.....	75.00
Survey Crew.....	120.00

**Notes:**

1. These rates will remain in force until August 31, 2002, unless otherwise notified in writing.
2. 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.

**SERVICES NOT INCLUDED WITH THIS PROPOSAL**

Our fees, unless otherwise stated herein, do not include miscellaneous expenses or optional services required in conjunction with:

- SoftDig utility locates
- Wetland mitigation
- Engineering design or plan preparation
- Plating
- Biologist
- Assistance with change orders beyond the original scope
- Due diligence
- Landscape plans
- Assistance with financial packages
- Aerial photography
- Irrigation plans
- Assistance with bond issuance or compliance
- Wetland boundaries
- Permit fees
- Assistance with service entity close-out package
- Tree surveys
- DEP water/sewer permit applications
- Field testing
- Off-site utility coordination
- Geotechnical
- Off-site drainage coordination/design

All such costs shall be paid directly by the client, negotiated as additional services or paid at our standard hourly rates. If others perform these services or information, BHR assumes no responsibility for the accuracy of such information or services, and shall not be liable for error or omissions therein.

**PAYMENT**

Invoicing for the tasks outlined above will be submitted at least once a month and in proportion to the amount of work performed (by percentage on Fixed Fee items) or actual costs (time and materials on Hourly Estimate items). Client shall notify BHR, in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable upon receipt, within forty five (45) days and pursuant to Section 218.70, Florida Statutes, (Fla. Prompt Payment Act). *plus*  
*MD*

**SUSPENSION OR TERMINATION OF SERVICES**

In consideration of certain fees specified herein to be paid to BHR, by the Client, BHR agrees to perform the professional services specified in this Agreement. All services described herein are to be rendered in the customary manner

The services under this Agreement may be suspended or terminated by either party upon fourteen (14) days' written notice. In the event of suspension or termination of services, Client shall pay BHR for services and reimbursable expenses performed or incurred prior to the termination date plus all costs

and expenses directly attributable to such termination or suspension for which BHR is not otherwise compensated.

If Client fails to make any payment due to BHR for services and expenses within 45 days after receipt of invoices, the amounts due BHR shall include a charge at a rate of 1.5 percent per month from said forty-fifth day, and in addition, BHR may, after giving seven (7) days written notice to Client, suspend services under this Agreement until paid in full all amounts due for services and expenses. Client's account will be considered delinquent if BHR does not receive full payment within thirty (30) days after the invoice date. BHR may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this agreement are paid in full. If a delinquency by Client occurs and BHR chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if BHR decides to so suspend its work, BHR shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other party, that may arise from or be related to such a work suspension. Further, Client hereby agrees to pay all reasonable attorney's fees and all other costs incurred by BHR to collect past due amounts.

### **CLIENT RESPONSIBILITIES**

Client agrees to provide full, reliable information regarding its requirements for the project. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel, legal counsel and such additional information with respect to the project as may be required from time to time by BHR in the performance of our work. The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the project and the performance of BHR's work.

### **DESIGN APPROVALS**

~~Walter D. Gossett or his designee~~  
~~Mr. Jack D'Amato~~ has been designated as the Client Representative who will be responsible for design direction for this project and has authority for project decision approval. In the event that the engineering decisions, as approved by Mr. ~~D'Amato~~ <sup>Gossett</sup> is rejected by others, and additional engineering is required, such redesign services shall be compensated as extra services at our standard hourly rates.

### **ACCESS TO SITE**

BHR, its employees, and consultants shall have access to the project site at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its records and future use.

### **USE OF DOCUMENTS**

Plans, drawings and specifications or other writings or documents prepared or provided by BHR hereunder are prepared for this project only, but may be used by BHR for purposes of illustrating the scope and nature of project involvement. BHR shall provide the Client, upon request, with a

reproducible set of drawings and specifications for its records. They shall not be used by the Client for other projects or extensions to the project without the written agreement of BHR. Client further agrees to hold BHR harmless from and indemnify BHR from and against any and all damages, losses, reasonable attorney's fees, costs, and /or expenses arising out of an unauthorized use of said plans, drawings, specifications, and documents.

### **LIMITATION OF LIABILITY**

Client agrees that BHR's liability for damages arising in relation to the project in any way, including but not limited to damages from BHR's own negligence or negligence of any of BHR's agents to Client's person or property and/or BHR's breach of contract, shall be limited to the amount paid by the Client hereunder for BHR's fees for service.

### **INDEMNIFICATION**

To the fullest extent permitted by law, Client agrees to hold BHR harmless from and completely indemnify BHR from and against any and all claims, damages, reasonable attorney's fees, losses, costs and expenses which BHR may incur as a result of a claim or claims against it, if any, by the Owner, Lender, or any other third party, arising out of any wrongdoing, negligence, and/or breach of contract by Client alleged or otherwise, that is related, in any manner whatsoever, to the project, or the Client's involvement with the project.

**DISPUTE RESOLUTION** - Attached hereto as Exhibit "A".

### **CONSTRUCTION MEANS AND METHODS**

It is expressly understood and agreed that BHR shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the project. The Client shall indemnify BHR and hold BHR harmless from and against any and all claims, demands, losses, costs, liabilities and expenses, incurred by BHR and arising out of or related to any of the aforesaid.

### **MISCELLANEOUS**

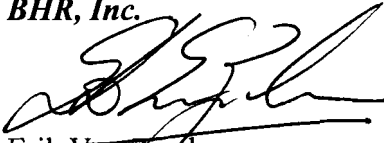
1. Client and BHR each bind itself and its successors and assigns to this Agreement. Neither Client nor BHR shall assign or transfer its interest in this Agreement without the written consent of the other.
2. This Agreement represents the entire Agreement between Client and BHR. This Agreement may be amended only in writing and if signed by both Client and BHR.
3. This Agreement shall be governed by the laws of the State of Florida.


4. Any individual who signs this Agreement on behalf of the client or BHR represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of his, or her employer or company.
5. BHR complies with state and federal laws regarding discrimination in employment against any individual on basis of race, color, religion, sex, national origin, physical impairment, mental impairment, veteran status or age.
6. BHR shall protect its rights for payment of professional fees pursuant to the rules of Chapter 713, Part I of the Florida Statutes (F.S. 1997), commonly known as the Construction Lien Law. As such, BHR shall, at its sole discretion after the 60<sup>th</sup> day an invoice is delinquent, file a lien upon the subject property for all monies owed to BHR for its professional services, regardless whether the subject property has actually been improved or not. In addition, within 45 days from the commencement of work, BHR will submit a Notice to Owner, if other than Client, to secure its rights to collect the aforementioned fees in accordance with Chapter 713.06 of the Florida Statutes (F.S. 1997).
7. Each provision of this contract is severable from the rest of the agreement, and should a court find one provision invalid, the rest of the contract will still remain in effect.
8. The professional fees outlined herein will remain in effect for 60 days from date of this proposal.

BHR is very excited about working with you on this project and trust that this proposal is responsive to your needs. If so, please return a signed copy to us as authorization to proceed.

Sincerely,

**BHR, Inc.**


  
 Erik Van Zanden  
 Project Manager

  
 Gene Howerton, P.E.  
 Vice President

cc: Marketing/JPS

Q:\Contracts\Nassau County\02 07 17 Rev Construction Admin Serv for Barnwell Rd.doc

**CONFIRMED AND ACCEPTED ON BEHALF OF NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS:**

Accepted by: 

Print or Type Name: Nick D. Deonas

Title: Chairman, Board of County Commissioners

Date: 8/19/02

ATTEST:



\_\_\_\_\_  
J. M. "CHIP" OXLEY, JR.  
Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

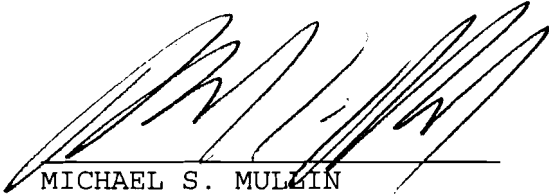
  
\_\_\_\_\_  
MICHAEL S. MULRIN

EXHIBIT "A"

DISPUTE RESOLUTION:

Any dispute arising under this contract, 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 the Consultant/Contractor. 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. Contractor shall not stop work during the pendency of mediation.



21. August 19, 2002 agenda - Continuation of contract with BHR re Barnwell Road with change on page 3, "Payment" paragraph from "payable upon receipt" to "45 days" and on page 4 "Design Approvals" paragraph, removing "Jack D'Amato" and inserting ?.



antwair  
ok-

✓  
changes made  
8-14-02  
send to  
Jesse for  
8-19-02  
Agud

1/11  
Dunn  
/

**CONTRACT SIGN OFF**

PROJECT NAME BARNWELL ROAD - Limited Const. PROJECT # \_\_\_\_\_  
Admin. & Observation

VENDOR BHR

ADDRESS 1900 Corporate Dr  
Jacksonville

CONTRACT AMOUNT \_\_\_\_\_ DATE REC'D 7-23-02

FUNDING SOURCE \_\_\_\_\_

DATE TO PUBL \_\_\_\_\_ D PWD \_\_\_\_\_

DATE TO P.W. \_\_\_\_\_ D PWCM \_\_\_\_\_

DATE TO COUNTY \_\_\_\_\_ CO COORD \_\_\_\_\_

DATE TO COUNTY A \_\_\_\_\_ CO. ATTY \_\_\_\_\_

DATE TO CLERK \_\_\_\_\_ REC'D CLERK \_\_\_\_\_

*Copies for BHR  
agenda set  
to P.S. - 7-31-02*

**CONTRACT APPROVAL**

PUBLIC WORKS DIRECTOR [Signature] DATE 8-1-01

CONTRACT MANAGER [Signature] DATE 8/1/02

COUNTY COORDINATOR [Signature] DATE 7/31/02

COUNTY ATTORNEY [Signature] DATE 7/31/02

CLERK [Signature] DATE 7/31/02

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

DATE SENT TO COORDINATOR FOR AGENDA PACKET 8-1-02

BOARD MEETING APPROVAL DATE 8-12-02

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

~~XXXXXXXXXX~~  
**CONTRACT SIGN OFF**

PROJECT NAME BARNWELL ROAD - Limited Const. PROJECT # \_\_\_\_\_  
Admin. & Observation

VENDOR BHR

ADDRESS 1900 Corporate Square Boulevard  
Jacksonville, FL 32216

CONTRACT AMOUNT \$8,300

DATE REC'D 7-23-02

FUNDING SOURCE: 361 Fund (6144054-563360)

DATE TO PUBLIC WORKS DIRECTOR 7-29-02

REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 7-29-02

REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 7-29-02

REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 7-29-02

REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 7-29-02

REC'D CLERK \_\_\_\_\_

**CONTRACT APPROVAL**

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR  \_\_\_\_\_ DATE 7-31-02

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

**CONTRACT SIGN OFF**

PROJECT NAME BARNWELL ROAD - Limited Const. PROJECT # \_\_\_\_\_  
Admin. & Observation

VENDOR BHR

ADDRESS ~~1900 Corporate Square Boulevard~~  
~~Jacksonville, FL 32216~~

CONTRACT AMOUNT \$8,300

DATE REC'D 7-23-02

FUNDING SOURCE: 361 Fund (6144054-563360)

DATE TO PUBLIC WORKS DIRECTOR 7-29-2

REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 7-29-02

REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 7-29-02

REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 7-29-02

REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 7-29-02

REC'D CLERK \_\_\_\_\_

**CONTRACT APPROVAL**

PUBLIC WORKS DIRECTOR  \_\_\_\_\_

DATE 8.2.02

CONTRACT MANAGER \_\_\_\_\_

DATE \_\_\_\_\_

COUNTY COORDINATOR \_\_\_\_\_

DATE \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_

DATE \_\_\_\_\_

CLERK \_\_\_\_\_

DATE \_\_\_\_\_

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P. O. Box 1010  
Fernandina Beach, Florida 32035-1010

Nick Deonas  
David C. Howard  
Vickie Samus  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

August 23, 2002

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

WALTER D. GOSSETT  
County Coordinator

Mr. Gene Howerton, P.E.  
Vice President  
BHR, Inc.  
1900 Corporate Square Boulevard  
Jacksonville, FL 32216

RE: Barnwell Road Improvement Project  
BHR Project No. 01188

Dear Mr. Howerton:

During a regular session of the Nassau County Board of County Commissioners held August 19, 2002, the Board approved the revised proposal for Post Design Services on the referenced project. An original executed document is enclosed for your records.

Should you have any questions, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk


Xc: Dawn Stevenson, Contracts Manager



**Nassau County Public Works**  
 213 Nassau Place  
 Yulee, FL 32097

Jack D'Amato, Jr., PE  
 Director of Public Works

**MEMORANDUM**

**TO :** Joyce Bradley, Clerk's Office  
**FROM :** Dawn Stevenson, Contract Manager   
**DATE :** July 22, 2002  
**SUBJECT :** BHR Post Design Services Revised Proposal

Attached is a revised proposal from BHR Engineering for Post Design Services on the Barnwell Road Reconstruction project. Please route the proposal to the appropriate parties for their review. In addition, Erik vanZanden will be e-mailing me the contract documents and specifications for the project this week. Once I receive them I will forward them to you as well for routing.

Thanks!

*361 Fund (6144054) - 563702*

**APPROVED**

DATE 8/19/02  
 Ct

FERNANDINA  
 (904) 491-3606  
 FAX (904) 491-3611

TOLL FREE  
 1-800-264-2065 1-800-948-3364

ROAD & BRIDGE  
 (904) 491-3626 or (904) 845-3610  
 FAX (904) 845-1230