

# SAISSA

South Amelia Island Shore Stabilization Association, Inc.

P.O. Box 3000, Amelia Island, Florida 32035-1307

904.277.5122 Fax: 904.277.5921

November 15, 2001

Honorable Marianne Marshall  
Chairperson  
Nassau County Board of County Commissioners  
P.O. Box 1010  
Fernandina Beach, Fl 32035

RE: SAISSA Contract with Olsen Associates for  
Beachfill Project

Dear Commissioner Marshall:

The attached contract with Olsen Associates is for the Engineering services required to formulate design documents for the Beachfill project. The Engineering services will also include bidding, bidding evaluation, bid recommendation and assistance in contract negotiations leading to a contract award.

The SAISSA Board of Trustees approved the proposed project at its meeting of November 14, 2001 and respectfully requests Commission to authorize payments under this contract from the SAISS-MSBU Budget for 2001-2002. The funds required are available in the Budget.

A copy of the contract was previously sent to Mr. Mullin for review by Mr. Jacobs.

Sincerely,

  
William R. Moore, AICP

Cc: Ed McCabe  
Mike Mullin  
Walt Gossett  
Chip Oxley  
Buddy Jacobs

12/17/01  
No action required

## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_ day of November, 2001, by and between **OLSEN ASSOCIATES, INC.**, a Florida Corporation, hereinafter referred to as "Olsen", and the **BOARD OF DIRECTORS OF THE SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC.**, hereinafter referred to as "SAISSA".

WHEREAS, the Division of Recreation and Parks, F.D.E.P. and SAISSA desire to co-sponsor a comprehensive Shore Stabilization project which would nominally extend southward from Burney Park to Nassau Sound, thereby benefiting both parties lands,

WHEREAS, it is intended that such a project be implemented in two (2) phases, with the first phase proposed for construction during the summer of 2002,

WHEREAS, a Memorandum of Understanding will be formulated between the two parties for purposes of sharing the costs to construct each phase of work,

WHEREAS, the Division of Recreation and Parks has provided \$500,000 of funding for survey, environmental and geotechnical studies, permitting and engineering through design development, for the Phase I project,

WHEREAS, as a co-sponsor, it is required for SAISSA to provide \$141,750 of funding necessary for the formulation of design documents, bidding and contract negotiation for the Phase I project.

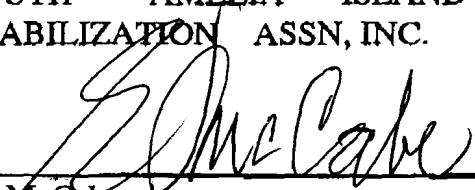
NOW, THEREFORE, AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

- 1) The project addressed by this Agreement shall be entitled the South Amelia Island Shore Stabilization Project – Phase I.
- 2) Scope/Intent and Extent of Services; Olsen shall perform all engineering services required to formulate design documents in the format required by the FDEP, to bid the designed project nationally, to evaluate bids and make recommendations, and to assist in contract negotiations leading to an Award. The work performed will be in conformance with all applicable preceding studies, analyses and Permit Conditions which would control or affect the proposed work. It is intended that the project would be bid by the end of January, 2002 with award to follow within 60 days.

- 3) **Fees:** The total lump sum fee for this work is \$141,750. Exclusive of survey, Olsen shall provide all labor, direct expenses, travel, etc. necessary to complete the services discussed herein. At the request of SAISSA, Olsen shall provide subcontractor services for survey and invoice all associated expenses at cost.
- 4) **Billing/Payments:** All billings/payments shall be governed by the Prompt Payment Act.
- 5) **Risk Allocation:** In recognition of the relative risks, rewards, and benefits of the project both to SAISSA and to Olsen, the risks have been allocated such that SAISSA agrees that, to the fullest extent permitted by law, Olsen's total liability to SAISSA 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.
- 6) **Termination of Services:** This Agreement may be terminated by SAISSA or by Olsen should the other fail to perform its obligations hereunder or unilaterally by SAISSA upon thirty (30) days written notice. In the event of a termination, SAISSA 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
- 7) **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 District, and the cost of mediation shall be borne by both parties. 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.

- 8) Ownership of Documents: All documents produced by Olsen under this Agreement shall remain the property of Olsen and may not be used by SAISSA for any other endeavor without the written consent of Olsen.
- 9) The SAISSA contact person is Mr. Bill Moore, Director of Planning & Development, Amelia Island Plantation, P. O. Box 3000, Hwy A1A, Amelia Island, FL 32035-3000. He shall review all statements and make recommendations regarding progress and payments to the SAISSA Board of Directors.
- 10) Applicable Laws: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

SOUTH AMELIA ISLAND SHORE  
STABILIZATION ASSN, INC.

  
\_\_\_\_\_  
Ed McCabe  
Its: Chairman  
OLSEN ASSOCIATES, INC.

  
\_\_\_\_\_  
Erik J. Olsen, P.E.  
Its: President