



**ZEV COHEN
& ASSOCIATES, INC.**
Ormond Beach • St. Augustine • Amelia Island

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St. Augustine, FL 32086
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VIA FACSIMILE/U.S.MAIL
(904) 277-7213

October 23, 2001
(Revised October 25, 2001)
(Revised December 12, 2001)
(Revised December 19, 2001)

Mr. Daniel Salmon, Director
Nassau County Building
Maintenance Department
P.O. Box 1010
Fernandina Beach, FL 32035

RE: David Yulee Park
Nassau County, Florida
ZC 51048

Dear Mr. Salmon:

Thank you for requesting from Zev Cohen & Associates, Inc., (ZCA) a contract for civil site engineering services for the above referenced project. We look forward to working with you and Nassau County in the development of this site. Based on our recent research of this project, we are familiar with the approval process, design requirements, engineering issues and physical features of the property. In reviewing this contract, we hope that you will also consider the following items:

- **Staff Size:** We have a full-time staff of twenty-six (26) persons including ten (10) engineers, two (2) landscape architects, and seven (7) CADD Technicians. Therefore, we can assign as many persons as necessary to meet your submittal requirements. Furthermore, scheduling conflicts such as work for other clients or an engineer being ill or on vacation will never interfere with your project needs.
- **Reliability:** We have been in business for over 24 years and will still be in business to finish your project. With offices in Ormond Beach, St. Augustine and Amelia Island, ZCA will assign your project to the closest ZCA office in order to best facilitate and expedite the project coordination with you and the local permitting agencies.
- **Professional Liability Insurance:** Although carrying Errors and Omissions Insurance is not a legal requirement, and we have never had to utilize ours, we carry \$1,000,000.00 in Professional Liability Insurance. This coverage is available for your protection.

With the above PR out of the way, Zev Cohen & Associates, Inc. is pleased to provide you with this contract for professional services concerning the design and permitting of your development in Nassau County.

I. Project Summary

It is our understanding that you desire to have construction drawings and permit applications prepared for a proposed ADA accessible park, a relocated historic depot building, detached restroom facility, associated parking, stormwater drainage system, and associated development located in Nassau County. This 3.27 acre parcel is located on the North side of S.R. 200 (A1A) and South of the existing abandoned Yulee railroad tracks. This contract and scope shall be based upon a Concept Plan prepared by the Client.

II. Scope of Services

A. Preliminary Engineering - Overall Concept Plan

ZCA will coordinate with the Project Geotechnical Engineer, Surveyor, Biologist and County Staff to obtain information necessary to prepare a Preliminary Engineering Plan. The Preliminary Engineering Plan will be based upon input provided by the Client. All consultant work required by ZCA shall be provided by the Client Consultants in a format required by ZCA. The Preliminary Plan will show the proposed museum, detached restroom facility, elevated boardwalk, gravel parking areas, drainage features and general site information. This Plan will be used for a Pre-Application meeting with Nassau County. For the purpose of preliminary work, ZCA will assume 12 hours of meeting and coordination time.

Fee: Lump Sum \$ 2,300.00

B. Final Engineering and Permitting

ZCA shall prepare Construction Plans for civil site improvements, including, paving, grading, landscaping and irrigation, drainage and water and sewer utilities in accordance with the Nassau County Land Development Code. Final Construction Plans shall be based upon the Client's approved Preliminary Engineering Plans. Specifically, this task shall consist of permitting the site for the existing railroad depot museum, associated parking, detached restroom facility, and stormwater design. The civil site improvements will be within 5 feet of all buildings. The following permit applications shall be prepared for submittal to the regulatory agencies:

1. Nassau County Site Plan Permit
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit. We assume that there will be some wetland impacts on the site.
3. Florida Department of Transportation (FDOT) Driveway Connection Permit.
4. Florida Department of Environmental Protection (FDEP) Sewer Collection System Permit.
5. Florida Department of Environmental Protection (FDEP) Potable Water.

We assume that there will be wetland impacts for this project. This final determination will be made upon receipt of the Jurisdictional Wetland Survey. Any environmental input and responses to agencies will be provided by the Project Biologist.

Fee: Lump Sum \$ 9,000.00

D. Construction Administration

ZCA shall provide the following construction administration services as requested by the Client:

1. Assist the Client with construction/subcontracting bidding.
2. Review Contractor's pay applications
3. Review Contractor's shop drawings
4. Respond to Contractor's questions regarding the construction documents.
5. Provide periodic site visits to verify construction as in general accordance with the approved Plans and specifications.
6. Provide Engineering Certifications to the filing agencies (if applicable). The Certifications shall be based upon as-built drawings, prepare and certified by the Contractor's or Client's Registered Land Surveyor.

Fee: \$ 1,000.00

Total Fee for above Services: \$ 12,300.00

III. Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined to be needed during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

1. Rezoning, comprehensive plan amendment, variances, special exceptions, conditional use, etc.
2. Traffic Impact Analysis Studies
3. Earthwork Estimating
4. Signage Design and Permitting
5. FEMA Map Revisions or Amendments
6. Concurrency Management Application
7. Off-Site roadway, utility or stormwater improvements.
8. DEP Coastal Construction Zone Permitting
9. Preparation and recording of plat
10. Renderings
11. Financial Institution documents or requirements.
12. Site lighting or structural design.
13. FDOT drainage connection permit.
14. Permitting for house structure relocation and transport, including

FDOT, FPL, FPU, Bellsouth, etc.

IV. Client Responsibilities

The Client shall be responsible for the following services or information for ZCA's use:

1. Surveying (topographic, boundary, preparation of legal descriptions, wetland, tree surveys, plat, etc.).
2. Septic System and well design and permitting.
3. Geotechnical Engineering (soil borings, seasonable groundwater table determination, drawdown analysis, etc).
4. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions).
5. Electrical Design (lighting and electrical design).
6. Structural Engineering (retaining wall design, elevated boardwalk).
7. Sprinkler/Fire Pump Design
8. Architectural Services, including exterior ADA handicap ramp and boardwalk.

All permit application fees shall be paid by the Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with compensation based on the Schedule of Hourly Rates contained in the Standard Conditions. Similarly, in the event that modifications to the Plan are required which differ from the approved Preliminary Engineering Plan for reasons beyond our control, the additional services resulting from the modifications shall also be cause for compensation in accordance with this attached Schedule of Hourly Rates.

Please refer to the attached Standard Conditions which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the employment.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files.

Please be advised that our firm has provided engineering services for our clients for over 24 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Mr. Daniel Salmon

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Thank you for requesting the contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Sam C. Hamilton, P.E.
as Vice President



Scott R. McAskill
as Project Manager

Accepted on: November 26, 2001

Date

ATTEST:

Accepted by: 

Signature



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

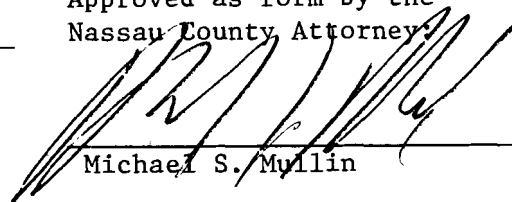
Marianne Marshall

Print Name

Chairman, Board of Co. Comm.

Print/Type Company Name

Approved as form by the
Nassau County Attorney:



Michael S. Mullin

SRM/ct
Enclosure
51048C01

cc: M. Dwight DuRant, P.E.
Curt Wimpée, P.E.
Paul Momberger, RLA
Sandy Rice

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STANDARD CONDITIONS

Unless otherwise specified in the Proposal/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Proposal/Agreement for Services shall control:

1. Compensation for services not described in the Proposal/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal Engineer.....	\$95.00
Professional Engineer.....	\$85.00
Senior Landscape Architect/Planner.....	\$80.00
Project Manager.....	\$80.00
Landscape Architect.....	\$75.00
Project Engineer.....	\$75.00
CADD Technician.....	\$65.00
Landscape Designer.....	\$55.00
Engineering Technician.....	\$55.00
Engineering Assistant.....	\$40.00
Clerical.....	\$30.00
2. Out-of-pocket expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of \$0.25 per square foot and mylars at \$1.35 per square foot.
3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement.
4. Compensation for services rendered more than one year from the date of the Proposal/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
5. Consultant shall rely on the accuracy of information furnished by Client. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.
6. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
7. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.
8. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.

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9. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
10. Consultant cannot guaranty the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
11. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
12. Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
13. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Proposal/Agreement. Client may, upon written request received by Consultant within five (5) days of this Proposal/Agreement, increase Consultant's liability to \$1,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
14. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) that waives Consultant's rights to a construction lien, or (b) conditioning Consultant's rights to payment upon payment by a third party.
15. In the event any of the provisions of the Proposal/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
16. Consultant shall indicate to Client the information needed for rendering of services. Client shall provide to Consultant such information as is available to Client and Client's consultants and contractors and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising from errors, omissions or in information provided by Client to Consultant.
17. Consultant will assist Client in applying for permits and approvals typically required by law for a project similar to the one for which Consultant's services are being engaged. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates.
18. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
19. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.

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20. Client shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
21. 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.
22. This Proposal/Agreement comprises the final and complete agreement between Client and Consultant. It supercedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. Amendments to this Proposal/Agreement shall not be binding unless made in writing and signed by both Client and Consultant.

6:16 Upon the request of the Public Works Director and the County Coordinator, it was moved by Commissioner Howard, seconded by Commissioner Vanzant, and unanimously carried to expand the meeting for the consideration of an issue pertaining to Viner Road and for authorization for the Chairman to sign the proxy allowing Commissioner Deonas to vote on behalf of the Board at the Florida Association of Counties Trust (FACT) annual meeting on December 14, 2001 in Tallahassee, respectively.

6:17 Upon the request and recommendation of the Buildings Maintenance Director, it was moved by Commissioner Samus and seconded by Commissioner Deonas to award a contract for professional services for civil engineering of the David Yulee Museum to Zev Cohen, subject to Zev Cohen agreeing to changes in paragraphs 21 and 22 related to Volusia County, with funds to be expended from the Recreation Department Account.

6:19 Upon the request and recommendation of the Buildings Maintenance Director, it was moved by Commissioner Howard, seconded by Commissioner Vanzant, and unanimously carried to award the services contract for the jurisdictional wetland survey of the David Yulee Museum to LG² Environmental Solutions in the amount of \$3,250.