



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

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St. Augustine, FL 32086  
904-797-1610 • Fax: 904-797-4159  
E-mail: ZevCohen.com

**VIA FACSIMILE/U.S. MAIL**  
**(904) 277-7213**

October 9, 2001  
(Revised October 18, 2001)  
(Revised December 10, 2001)  
(Revised December 19, 2001)

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

RE: Yulee Sports Complex Expansion  
Nassau County, Florida  
ZC 51042

Dear Mr. Salmon:

Thank you for meeting with me yesterday and for requesting from Zev Cohen & Associates, Inc., (ZCA) a revised contract for civil site engineering services for the above referenced project.

**I. Project Summary**

It is our understanding you wish to have construction drawings and permit applications prepared for a proposed ADA accessible oval 440-meter track, with an interior multi-purpose athletic field, and associated gravel parking lot (meeting ADA requirements) located in Nassau County, Florida. This 4.53 acre site is located adjacent to the existing Yulee Sports Complex and is at the intersection of Goodbread Road and Pages Dairy Road. This contract is based on preparing construction plans, permit applications, and civil engineering services for the scope of service described below.

**II. Scope of Service**

**A. Preliminary Engineering Plans (PEP):**

ZCA shall prepare a Preliminary Engineering Plan (PEP). This plan will be based upon the requirements of Nassau County LDC and the SJRWMD. The PEP will depict the preliminary location and design of the track, multi-purpose field (soccer field size), associated gravel

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parking area, and master stormwater design, as required by the Nassau County Land Development Code (LDC). The design shall include a pedestrian sidewalk connection to the existing sports complex adjacent to the west. The PEP will be submitted to the Nassau County for a pre-application meeting with the Nassau County DRC staff. This task shall include one (1) modification (up to 8 hrs.) based on the Client and the County's RAI review comments. It is assumed all surveying, geotechnical, and environmental data required by ZCA, will be provided on ACAD Disk by the Client prior to preparing this PEP. All environmental design, permit application input, and response to comments regarding wetland and wildlife issues shall be addressed by others (the Project Biologist). ZCA will assume no wetlands/wildlife impacts. It is assumed others (the Project Biologist) will prepare and submit the Army Corps of Engineers Permit (if required).

***Fee for A:           \$1,500.00***

***B. Final Engineering Plans and Permits:***

ZCA shall prepare Final Engineering Plans (FEP) for the project as outlined in the scope. The Plans shall be based on the Client approved PEP as submitted to Nassau County and generated in Task A. Any additional survey or geotechnical data required by ZCA, shall be provided on ACAD disk and hard copies by the Client prior to preparation of the FEP. The civil site improvements include: a 440 meter track, multi-purpose field, associated gravel parking area, master stormwater drainage system design, grading, irrigation, construction details and specifications. ZCA shall also prepare the following permit applications, if applicable, for submittal and the Client's subsequent signature:

1. Nassau County Development Review Site Plan Application.
2. SJRWMD, ERP Stormwater Application.

It is also assumed fire protection will not be required, and there shall be no structures, concession stands or restroom facilities for this project.

***Fee for B:           \$ 8,500.00***

***Total Fee for above Tasks:   \$ 10,000.00***

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### **III. Services Not Included**

These services are not included in this contract, but are available upon request. These services may be provided on an hourly basis or a negotiated fee.

1. Construction Administration
2. Traffic Impact Analysis Studies.
3. Sign, Landscape Fences, Amenities, Gates, and Auxiliary Building Design and Permitting.
4. Earthwork Estimating.
5. FEMA Map Revisions or Amendments.
6. Concurrency Management Application.
7. Off-Site roadway, utility or stormwater improvements.
8. Mitigation Plan for Wetland Impacts.
9. Preparation and recording of plat.
10. Landscape Design.

### **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. Geo-technical Engineering (soil borings, seasonal groundwater table determination, draw-down analysis, etc).
3. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions).
4. Electrical Design Site (lighting and electrical design).
5. Structural Engineering (retaining wall design, if applicable).
6. Sprinkler/Pump Design for fire protection.

**All permit application and resubmittal 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. Changes to the Scope, PEP, or FEP subsequent to the commencement of Final Site Plan design shall be considered a change in scope and subject to a commensurate re-negotiation of fees.

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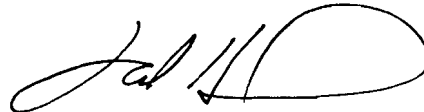
Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract/Agreement for Services. This Contract/Agreement for Services, and the attached Standard Conditions form, contain all the terms of the employment.

If this Proposal/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. Receipt of the signed proposal will be considered our notice to commence work.

Thank you for requesting this engineering contract from our firm. If you have any questions in regards to this contract do not hesitate in contacting us. We look forward to working with you on this project and on others in the future.

Sincerely,

ZEV COHEN & ASSOCIATES, INC.



Samuel C. Hamilton, P.E.

as Vice President



Scott R. McAskil

as Project Manager

Accepted on: October 22, 2001

Date

Accepted by: Marianne Marshall

Signature

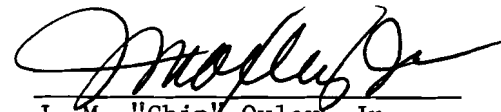
Marianne Marshall

Print/Type Name

Nassau County Board of County Commissioners

Print/Type Company Name

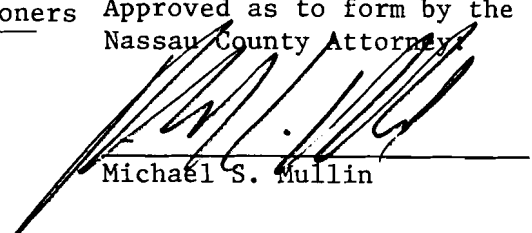
ATTEST:



J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



Michael S. Mullin

SRM/ct

Enclosures

51042c02

cc: Curt M. Wimpée, P.E.  
M. Dwight DuRant, 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.....	\$105.00
Professional Engineer.....	\$95.00
Senior Landscape Architect/Planner.....	\$90.00
Project Manager.....	\$85.00
Landscape Architect.....	\$80.00
Project Engineer.....	\$75.00
CADD Technician.....	\$65.00
Landscape Designer.....	\$60.00
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.

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.

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8. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
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.

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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.
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.

9:31 Upon the request and recommendation of the Buildings Maintenance Director, it was moved by Commissioner Samus and seconded by Commissioner Howard to award the contract for professional services for the expansion of the Yulee Ball Park to Zev Cohen & Associates, Inc., 4475 U.S.1 South, Suite 601, St. Augustine, FL 32086. Upon the request of the County Coordinator, Commissioner Samus amended the motion to award the contract for a fee not to exceed \$12,500 to allow Mr. Gossett and Mr. Salmon to eliminate certain services that may not be needed and to allow them to negotiate a lower fee in an advertised meeting. Commissioner Howard seconded the motion as amended. The motion as amended carried unanimously.