

UNIVERSAL ENGINEERING SCIENCES, INC.

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Proposal for Geotechnical Engineering Services
PROJECT LOCATION: Yulee Sports Complex, Yulee, Florida
CLIENT NAME: Nassau County Board of County Commissioners Building Maintenance Attn: Mr. Tim Milligan Date: May 14, 2002
CLIENT ADDRESS: 679 Musslewhite Road Callahan, Florida 32011 Phone No.: 904-277-7214 Fax No.: 904-277-7213

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

As Shown in UES Proposal No. 2002J-338 (attached)

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
B. UES Proposal Dated May 14, 2002
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Nassau County Board of County Commissioners Social Security Number or Federal Identification No.:
Address: P. O. Box 4000, Fernandina Beach, FL 32035
Attention: Finance Department Title:

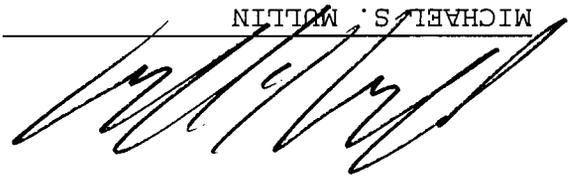
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT Nassau County Board of County Commissioners UNIVERSAL ENGINEERING SCIENCES
BY (Signature) Nick D. Deonas BY (Signature) Stephen R. Weaver, P.E.
TYPED NAME Nick D. Deonas TYPED NAME Stephen R. Weaver, P.E.
TITLE Chairman TITLE Geotechnical Services Manager
DATE 6-10-02 DATE May 14, 2002

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904-296-0757 / FAX: 904-296-0748

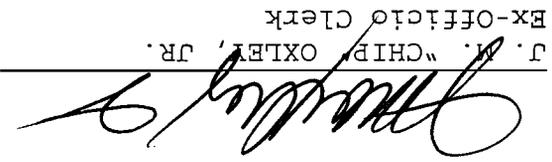


MICHAEL S. MULLIN



Approved as to form by the
Nassau County Attorney:

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



ATTEST:

SECTION 1: RESPONSIBILITIES

- 1.1 Universal Engineering Sciences, Inc., heretofore referred to as the "Consultant," has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.
- 1.2 The "Client" or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent [1-1/2%] per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

Agenda Request For: **June 10, 2002**

Department: **Parks and Recreation Department**

Fund: **General**

Action requested and recommendation:

Approval for Universal Engineering Sciences to perform the geotechnical exploration and engineering services for Yulee Sports Complex Expansion.

Funding Source: **01720572-563732**

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Addition of 4.53 acres to the Yulee Sports Complex will require manpower and funds to maintain turf and facilities.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Yes

Reviewed by:

Legal:

Finance:

Coordinator:

[Handwritten signatures and dates: 6/4/02]

APPROVED

DATE 6-10-02 *JKB*

*Universal - [unclear]
[unclear]
[unclear]*

RECEIVED
COUNTY COORDINATORS
OFFICE
02 MAY 31 PM 1:55



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

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

VIA FACSIMILE

MEMORANDUM

TO: Mike Mullin, County Attorney
J.M. Oxley, Jr., Clerk of Courts

FROM: Walt Gossett, County Coordinator

SUBJECT: Proposal for Geotechnical Engineering Services
Yulee Sports Complex Expansion

DATE: June 04, 2002

Dictated but not proof read by
Walt Gossett - Mailed in his
absence to avoid delay. *Wfg*

I am in receipt of the above referenced item to be placed on the Board of County Commissioners' agenda June 10, 2002. Please review for legal or financial requirements, provide comments (if necessary), initial and return to my office.

Thank You.

lg/attachment

(904) 225-2610 Board Room; 321-5782, (800) 789-6673

An Affirmative Action / Equal Opportunity Employer



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences •
Construction Materials Testing • Threshold Inspection

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• Rockledge
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• Hollywood

May 14, 2002

Nassau County Board of County
Commissioners Building Maintenance
679 Musslewhite Road
Callahan, Florida 32011

Attention: Mr. Tim Milligan

Subject: **PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**
Yulee Sports Complex Expansion
Yulee, Florida
UES Proposal No. 2002J-338

Dear Mr. Milligan:

As requested, Universal Engineering Sciences (UES) is pleased to provide this proposal to perform the geotechnical exploration and engineering services for the subject project.

PROJECT INFORMATION

Project information was provided to us in recent discussions with Curt Wimpee of Zev Cohen & Associates and in a transmittal dated April 25, 2002. We were provided with a copy of a Concept Plan prepared by Zev Cohen & Associates. The map shows the approximate site location and surrounding features, the roadways in the vicinity of the site, and the requested boring locations.

We understand the proposed construction will consist of improvements to the existing Yulee Sports Complex. The improvements will include a new field, track, and parking areas. Some form of retention will be provided for stormwater management.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of this geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site with respect to the proposed construction.

Field Exploration - As requested, the field exploration will consist of performing two auger borings at the proposed site to depths of 6 feet. We will obtain one shelly tube sample for laboratory falling-head permeability testing.

Laboratory Testing - Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration and to determine their suitability for use as the proposed construction. We will perform one falling-head permeability test on a shelly tube sample obtained at the boring location.

Engineering Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the recommended exploration and engineering study will be presented in a report containing the following:

1. A brief discussion of our understanding of the planned construction.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
4. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
5. Recommendations for site preparation and earthwork construction procedures.
6. Recommendations for pavement design parameters.
7. A dry retention pond recovery analysis using POND\$ computer model.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory testing, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a lump sum fee of **\$1,159.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal. Attached is the Fee Schedule (Exhibit 1) with the applicable unit rates for this project.



SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical exploration within five days of notification to proceed with the field work to be completed in one day. As soon as all field and laboratory tests have been completed and reviewed by the geotechnical engineer, verbal results and recommendations can be provided. The written report should then be available within two weeks of formal authorization to proceed.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



Stephen R. Weaver, P.E.
Geotechnical Services Manager



Jeffrey S. Pruett, P.E.
Branch Manager

SRW/JSP/am

attachments

cc: Mr. Scott McAskill
Zev Cohen & Associates



EXHIBIT I

**Geotechnical Exploration Proposal
Yulee Sports Complex
Yulee, Florida**

**UES Proposal No. 2002J-338
May 14, 2002**

Task	Quantity	Units	Cost Per Unit	Estimated Cost
PROFESSIONAL SERVICES				
Senior Project Engineer	8	hours	\$80.00	\$640.00
Technical Secretary	3	hours	\$30.00	\$90.00
Drafting	2	hours	\$35.00	\$70.00
			Subtotal:	\$800.00
DRILLING SERVICES				
Mobilization	1	each	\$100.00	\$100.00
Auger Borings (2 @ 6 ft.)	12	feet	\$7.00	\$84.00
			Subtotal:	\$184.00
LABORATORY TESTING				
Index Testing	1	lump sum	\$50.00	\$50.00
Falling-head permeability test	1	each	\$125.00	\$125.00
			Subtotal:	\$175.00
			TOTAL:	\$1,159.00

