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October 25, 2002

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

Subject: Construction Administration Services - On Site Inspection
Barnwell Road Improvement Project
BHR Project No. 01188

Dear Ms. Stevenson:

Bessent, Hammack & Ruckman, Inc. (BHR) is pleased to submit this proposal for on-site construction inspection services in connection with the widening of Barnwell Road in Nassau County.

This agreement is made as of **October 25, 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 Construction Inspection and Observation during the construction phase, which will consist of an onsite representative of BHR to observe and monitor the construction techniques and progress of the County Contractor. BHR will prepare daily and/ or weekly reports of the progress made by the Contractor, milestone met or missed in the schedule and any significant actions or events.

SCOPE OF SERVICES

Task 1 Construction Inspection and Observation

BHR is offering Nassau County the option of either full-time observation or part-time observation (±4 hours per day).

Option 1 - Full-time Observation:

Contract Length: 150 Days to Substantial Completion or 108 working days.

To Substantial Completion -

Construction Inspector	108 days at \$440/day	\$ 47,520.00
Construction Inspection Vehicle	108 day at \$32.50/day	\$ 3,510.00

Florida
License
Numbers

EB 3665
LC 0120
LB 6739

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To Final Completion -

Construction Inspector	21 days @ 4 hours/day@\$60/hr.	\$ 5,040.00
Mileage (Estimated)	100 miles per day at \$0.36/mi.	\$ 756.00
Total Full-time Construction:		\$ 56,826.00

Option 2 - Daily Part-time Construction: BHR will provide a Construction Inspection for approximately 4 hours per day during the entire construction period. Actual hours per day and time of on-site visit will be adjusted based on site activity.

Contract Length: 180 calendar days or 129 Working Days

Construction Inspector	129 days @ 4 hours/day@\$60/hr.	\$ 30,960.00
Mileage (Estimated)	100 miles per day at \$0.36/mi.	\$ 4,644.00
Total Part time Construction Inspection:		\$ 35,604.00

Notes:

- A. Adjustment to the construction contract which result in additional time to the Contractor for either Substantial Completion or Final Completion will result in an equitable adjustment to the inspection fee.
- B. This contract does not stand alone but is a supplement to the limited Construction Administration contract previously approved. Overlaps in service between the two contracts will be adjusted in the hourly contract previously approved.

PROFESSIONAL FEES

Our fees are outlined as follows:

Task 1, Option 1	Construction Inspection – Full Time	\$ 56,805.00
Task 1, Option 2	Construction Inspection – Partial.....	\$ 35,604.00

Reimbursable Expenses: Our basic fees do not include expenses for 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, 2003, 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
- Plating
- Due diligence
- Aerial photography
- Wetland boundaries
- Tree surveys
- Field testing
- Geotechnical
- Wetland mitigation
- Biologist
- Landscape plans
- Irrigation plans
- Permit fees
- DEP water/sewer permit applications
- Off-site utility coordination
- Off-site drainage coordination/design
- Assistance with financial packages
- Engineering design or plan preparation
- Assistance with change orders beyond the original scope
- Assistance with bond issuance or compliance
- Assistance with service entity close-out package

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.

Payment for work completed is not contingent upon receipt of Governmental or other approvals.

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

Ms. Dawn Stevenson 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 Ms. Stevenson 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.

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.

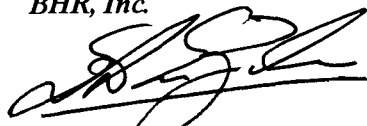
MISCELLANEOUS

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 60th 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, Nassau County Board of County Commissioners

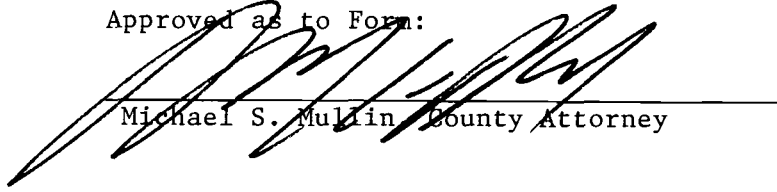
Date: December 11, 2002

ATTEST:



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

Approved as to Form:



Michael S. Mullin County Attorney



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December 4, 2002

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Federal Installations

Public Infrastructure

Resort Recreation & Entertainment

Transportation

Urban & Community Development

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

RE: Construction Administrative Services – On Site Inspection
Barnwell Road Improvement Project – Contract Amendment 1
BHR Ref # 01188

Dear Ms. Stevenson:

Bessent Hammack and Ruckman, Inc (BHR) is pleased to submit the following amendment to the original proposal submitted for this work.

BHR understands you would like us to provide full time inspection for the Barnwell Road Project, Option 1, in our proposal. In addition you would like our inspector to assist you in monitoring the work on another project, a FDOT turn lane and traffic signal installation.

We will be happy to assist you with this work with the following minor modifications to our original proposal:

1. On site travel to and from the FDOT project from Barnwell Road will be billed at \$0.36 per mile.
2. Our original proposal was for an 8 hour day. If additional time beyond the standard 8 hour day is required to cover both projects, the hours over 8 will be billed at \$68.50 per hour.

If these amendments are acceptable to you, please sign both our original proposal and this amendment and return them to BHR.

Our Construction Inspector is available immediately to start this valued work.

Sincerely,

Erik Van Zanden
Project Manager

Gene Howerton, P.E.
Vice President

Confirmed and Accepted on Behalf of Nassau County Board of County Commissioners:

Accepted by:

Print or Type Name: Nick D. Deonas

Title: Chairman, Nassau County Board of County Commissioners

Date: December 11, 2002


Florida License Number

EB 0855
LC 0125
LB 6739

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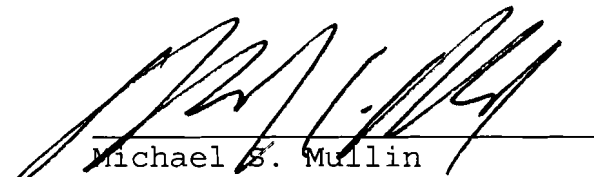
received
12-6-02

ATTEST:



J. M. "CHIP" OXLEY, JR.
EX-OFFICIO CLERK

Approved as to form:



Michael S. Mullin
County Attorney