

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of this 22nd day of July, 2002, between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, ("Owner"), and Pitman, Hartenstein & Associates, Inc., 7820 Arlington Expressway, Suite 640, Jacksonville, Florida 32211 ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for professional engineering, planning and environmental services with respect to structural design of the following Nassau County projects: NORTH END NATURE CENTER AND FISHING PIER (the "Project"). Engineer is to observe and verify existing conditions at the Project Site to prepare plans for improvements to the facility and to perform a drainage basis study along the section of the Project.

Owner and Engineer in consideration of their mutual covenants hereinafter set forth and in subsequently issued Supplement Agreements agree in respect to the performance of professional engineering services by Engineer and the payment of those services by Owner as set forth below.

1. BASIC SERVICES OF ENGINEER.

1.1 General.

Engineer shall provide for Owner or its designee professional engineering services relative to the structural design of precast sheet pile walls and boat ramp launch area for the North End Nature Center and Fishing Pier Project. Tasks shall include the following:

1. Coordination and review with Geotech Consultant
2. Coordination with Nassau County Engineering Department
3. Coordination with the Florida Department of Environmental Protection
4. Design of Sheet Pile Wall
5. Plans production and update
6. Preparation of specifications and contract documents
7. Calculations of quantities and preparation of opinion of probable cost
8. Design of temporary Cofferdam
9. Boat Ramp Design

2. **ADDITIONAL SERVICES OF ENGINEER.**

All modifications or additions to the scope of services ("Basic Services") provided by the Engineer will require the prior written approval of the Owner or its designee. Additional services, fee and/or schedule modifications, if approved, will be added by a Supplemental Agreement to this Agreement.

3. **SCHEDULE.**

Engineer shall insure to the best of its ability that the Services, required of the Engineer hereunder, shall be accomplished within the schedule, attached hereto as Exhibit "A" (hereinafter, the "Schedule"). If the engineer fails to perform within the Schedule and the failure to perform is determined by mediation in accordance with the provisions of Section 9.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

4. **OWNER OR ITS DESIGNEE'S RESPONSIBILITIES.**

Owner or its Designee shall accomplish the following in a timely manner so as not to delay the services of Engineer:

- 4.1 Owner designates the Director of Public Works or his designee as Owner's authorized representative (hereinafter "Owner's Designee") (hereinafter collectively, referred to as "Owner") with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.
- 4.2 Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner or its designee will require to be included in the Drawings and Specifications.
- 4.3 Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 4.4 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of any attorney, and other consultants as owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 4.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.7 Furnish to Engineer data or estimated figures as to Owner or its designee's anticipated costs for services to be provided by others for Owner or its designee so that Engineer may make the necessary findings to support opinions of probable Project Construction Costs.
- 4.8 Give prompt written notice to Engineer whenever Owner or its designee observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in Engineer's services.
- 4.9 Direct Engineer to provide, as required by Owner, Additional Services, as required.
- 4.10 Bear all costs incident to compliance with requirements of this Section 4.

5. **PERIODS OF SERVICE.**

- 5.1 The provisions of this Section 5 and the rate of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Engineer's obligation to render Basic Services hereunder will extend for a period of ninety (90) days from the date of the written Notice to Proceed. Exhibit "A" Entitled "Project Schedule", attached hereto and made a part hereof, sets forth the specific periods of time for rendering the services.
- 5.2 Upon written authorization from Owner or its designee, Engineer shall proceed with the performance of the services called for herein.

5.3 If Owner or its designee has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably to be agreed upon by Owner or its designee and Engineer.

6. PAYMENTS TO ENGINEER.

6.1 Methods of Payment for Services and Expenses of Engineer.

6.1.1 For Basic Services. Owner shall pay Engineer for Basic Services rendered a lump sum fee of \$50,710.00 for all Basic Services.

6.1.2 For Additional Services. Owner shall pay Engineer for Additional Services as required by Owner, rendered herein, Additional Services Provided by Engineer shall have the prior written approval of owner or its designee.

6.2 Payments.

6.2.1 If Owner or its designee fails to make any payment due Engineer for services and expenses within forty five (45) days after receipt of Engineer's statement therefor, in accordance with the Florida Prompt Payment Act. Engineer may, after giving seven (7) days written notice to Owner or its designee, suspend services under this Agreement until Engineer has been paid in full all amounts due to services, expenses and charges, including all accrued by unpaid interest without Engineer incurring liability due to such suspension.

6.2.2 In the event of termination by Owner or its designee under Paragraph 8.1, Engineer shall be compensated pursuant to a mutually agreed upon percentage of completion of the project.

7. CONSTRUCTION COST AND OPINIONS OF COST.

7.1 Construction Cost.

The construction cost of the entire project (herein referred to as "Construction Cost") means the cost to Owner or its designee of those portions of the entire Project designed and specified by Engineer, but it will not include Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Owner's legal, accounting,

insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner or its designee pursuant to Paragraph 4.7.

7.2 Opinions of Cost.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If, prior to the Bidding Phase, the Owner or its designee wishes greater assurance as to Project or construction Costs, Owner or its designee shall employ an independent cost estimator.

8. TERMINATION OR SUSPENSION.

- 8.1 Engineer shall be considered in material default of this Agreement and such default will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Engineer or by any of Engineer's principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations, or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The Owner may so terminate this Agreement, in whole or in part, by giving the Engineer seven (7) calendar days' written notice.
- 8.2 If, after notice of termination of this Agreement as provided for in Paragraph 8.1 above, it is determined for any reason that Engineer was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Engineer provided for in Paragraph 8.1, then the Notice of Termination given

pursuant to Paragraph 8.1 shall be deemed to be the Notice of Termination provided for in Paragraph 8.3 below and Engineer's remedies against Owner shall be the same as and limited to those afforded Engineer in Paragraph 8.3 below.

8.3 Owner shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days' written notice to Engineer. In the event of such termination of convenience, Engineer's recovery against Owner shall be limited to that portion of the Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination, but Engineer shall not be entitled to any other or further recovery against Owner, including, but not limited to, anticipated fees or profit on work not required to be performed.

8.4 Upon termination, the Engineer shall deliver to Owner all original papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or control arising out of or relating to this Agreement.

8.5 The Owner shall have the power to suspend all or any portions of the services to be provided by Engineer hereunder upon giving Engineer two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Engineer's sole and exclusive remedy shall be to seek an extension of time to its schedule.

8.6 **Force Majeure.**

Should services be delayed at any time during period of this Agreement due to changes ordered in the services by Owner or its designee, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Engineer's control, or by other causes which the Owner or its designee determines may justify the delay, then an extension for performance of this Agreement may be granted to Engineer by Owner or its designee.

8.7 **Reuse of Documents.**

All documents including Drawings and Specifications prepared or furnished by Engineer (and Engineers' independent professional associates and consultants) pursuant to this Agreement are instruments of service in

respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Owner or its designee may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner or its designee and others; however, such documents are not intended or represented to be suitable for reuse by Owner or its designee or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's' fees arising out of or resulting therefrom.

8.8 Insurance.

Engineer shall maintain, to the extent reasonably available, the following insurance coverages during the performance of its Services under this Agreement:

Workers Compensation & Employers' Liability	Statutory
General Liability Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000/\$1,000,000
Automobile Liability Bodily Injury/Property Damage Combined	\$1,00,000/\$1,000,000
Professional Liability including errors and omissions)	\$1,000,000/\$1,000,000

All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

8.8.1 The term "The Board of County Commissioners for Nassau County, Florida", shall include Nassau County, Florida, a political subdivision of the State of Florida, and all authorities, Board, Bureaus, Commissioners, Divisions, Departments and Offices thereof, and all individual members and employees thereof in their official capacity, and/or while acting on behalf of either Nassau County, Florida, or the Board of County Commissioners of Nassau County, Florida.

8.8.2 All insurance policies, other than the Professional Liability policy and the workers' Compensation policy, provided by Engineer to meet the requirements of this

Agreement shall name the Board of County Commissioners of Nassau County, Florida, as that name is defined in 8.8.1 above, as an additional insured as to the operations of the Engineer under the Contract Documents and shall contain a severability of interests provisions.

8.9 Controlling Law.

8.9.1 This agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced, pursuant to the laws of the State of Florida, and ordinances or regulations of the County of Nassau. Venue for any litigation arising from this Agreement shall be in Nassau County, Florida.

8.9.2 Owner and Engineer hereby knowingly, voluntarily and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

8.10 Subletting, Assignment and Transfer.

Owner and Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assignees and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. SPECIAL PROVISIONS AND EXHIBITS.

9.1 Indemnification.

9.1.1 Owner agrees that Engineer is not responsible for the Project Site (including the handling, clean-up or disposal of hazardous substances from the Project Site) and Owner agrees to indemnify and hold Engineer harmless from any and all liability, claims, damages or other expenses arising out of, resulting from, or otherwise connected with hazardous substances from the Project Site, except for Engineer's willful misconduct or gross negligence.

9.1.2 The Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities,

damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and persons employed by or utilized by the Engineer in the performance of this Agreement.

- 9.1.3 The remedy provided to an indemnitee by Paragraph 9.1.2 shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- 9.1.4 The remedy provided to an indemnitee by this Agreement shall survive this Agreement and shall not be limited in any manner by acceptance, final completion, or final payment.
- 9.1.5 A claim for indemnity pursuant to this Agreement shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning, or construction of an improvement to real property.
- 9.1.6 The provisions of Section 9.1 are severable and if, for any reason, any one or more of the provisions contained in the Section shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy, or unenforceable in any respect, the invalidity, illegality, being against public policy, or unenforceability shall not affect any other provision of this Section which shall remain in effect and be construed as if the invalid, illegal, against public policy, or unenforceable provision had never been contained in the Section.

9.2 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 Circuit and the cost of mediation shall be borne by the Engineer. 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. Engineer shall not stop work during the pendency of mediation.

9.3 Partial Invalidity.

If any provision of this Agreement or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4 Notices.

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinbelow given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles return receipt requested, or one (1) day after depositing such notice with reputable overnight courier services. Either party may designate in writing such other address as shall be given by written notice.

If to Owner:

Nassau County Public Works Department
213 Nassau Place
Yulee, Florida 32097
Attn: Jack J. D'Amato, Public Works Director

If to Engineer:

Mr. Mark Norton, Project Manager
Pitman, Hartenstein & Associates, Inc.
7820 Arlington Expressway, Suite 640
Jacksonville, Florida 32211

9.5 No Partnerships.

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Owner and Engineer and they are and shall remain independent contractors one as to the other.

9.6 Counterparts.

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one (1) Agreement binding upon all of the parties hereto.

9.7 Securing Agreement.

9.7.1 Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the ward or making of this Agreement.

9.8 Entire Agreement.

This Agreement together with the exhibits identified above constitute the entire Agreement (consisting of pages 1 through 12, inclusive) between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended,

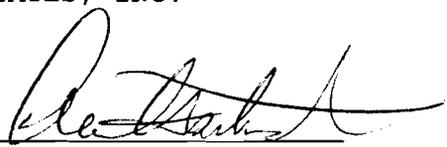
supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ENGINEER:
PITMAN, HARTENSTEIN
& ASSOCIATES, INC.

BY: 
NICK DEONAS
Its: Chairman

BY: 
Alan Hartenstein
Its: Executive Vice President

ATTEST:


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

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLEN

Description	WEEK		
	Orig Dur	Rem Dur	
NOTICE TO PROCEED			
NOTICE TO PROCEED	0	0	◆ NOTICE TO PROCEED
DESIGN COORDINATION			
NASSAU COUNTY	15	15	△ ██████████ ▽ NASSAU COUNTY
GEOTECHNICAL CONSULTANT	15	15	△ ██████████ ▽ GEOTECHNICAL CONSULTANT
F.D.E.P.	15	15	△ ██████████ ▽ F.D.E.P.
DESIGN PHASE			
CONCRETE SHEET PILE WALLS	30	30	△ ██████████ ▽ CONCRETE SHEET PILE WALLS
CONCRETE BOAT RAMP	30	30	△ ██████████ ▽ CONCRETE BOAT RAMP
TEMPORARY COFFERDAM	30	30	△ ██████████ ▽ TEMPORARY COFFERDAM
PLANS PRODUCTION	30	30	△ ██████████ ▽ PLANS PRODUCTION
PREPARATION OF CONTRACT DOCUMENTS	15	15	△ ██████████ ▽ PREPARATION OF SPECIFICATIONS
OPINION OF COST	15	15	△ ██████████ ▽ CONTRACT DOCUMENTS
95% SUBMITTAL	0	0	△ ██████████ ▽ OPINION OF COST
			◆ 95% SUBMITTAL



PITMAN-HARTENSTEIN & ASSOCIATES
STRUCTURAL DESIGN OF
NASSAU COUNTY NORTH END BOAT RAMP
PROJECT SCHEDULE
EXHIBIT A

- △ Early start point
- ▽ Early finish point
- █████████ Early bar
- ◆ Start milestone point
- ◆ Finish milestone point

Description	Week		
	1	2	
NOTICE TO PROCEED			
NOTICE TO PROCEED	0	0	◆ NOTICE TO PROCEED
DESIGN COORDINATION			
NASSAU COUNTY	15	15	▲ [bar] ▼ NASSAU COUNTY
GEOTECHNICAL CONSULTANT	15	15	▲ [bar] ▼ GEOTECHNICAL CONSULTANT
F.D.E.P.	15	15	▲ [bar] ▼ F.D.E.P.
DESIGN PHASE			
CONCRETE SHEET PILE WALLS	30	30	▲ [bar] ▼ CONCRETE SHEET PILE WALLS
CONCRETE BOAT RAMP	30	30	▲ [bar] ▼ CONCRETE BOAT RAMP
TEMPORARY COFFERDAM	30	30	▲ [bar] ▼ TEMPORARY COFFERDAM
PLANS PRODUCTION	30	30	▲ [bar] ▼ PLANS PRODUCTION
PREPARATION OF CONTRACT DOCUMENTS	15	15	▲ [bar] ▼ PREPARATION OF SPECIFICATIONS
OPINION OF COST	15	15	▲ [bar] ▼ CONTRACT DOCUMENTS
95% SUBMITTAL	0	0	▲ [bar] ▼ OPINION OF COST
			◆ 95% SUBMITTAL



PITMAN-HARTENSTEIN & ASSOCIATES
STRUCTURAL DESIGN OF
NASSAU COUNTY NORTH END BOAT RAMP
PROJECT SCHEDULE
EXHIBIT A

- ▲ Early start point
- ▼ Early finish point
- [bar] Early bar
- ◆ Start milestone point
- ◆ Finish milestone point

NOTICE TO PROCEED

TO: PITMAN, HARTENSTEIN & ASSOCIATES, INC.
7820 Arlington Expressway, Suite 640
Jacksonville, FL 32211

DATE: July 22, 2002

PROJECT: Professional
Engineering, Planning and
Environmental Services
For structural Design of
The North End Nature
Center & Fishing Pier
Boat Ramp

Pursuant to the Agreement entered into the 22nd day of July 2002 between Nassau County, Florida and Pitman, Hartenstein & Associates, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary professional engineering, planning and environmental services in connection with the structural design of the North End Nature Center and Fishing Pier boat ramp. The work shall be accomplished within the time frame set forth in the attached Exhibit "A", Project Schedule, and the cost of said work shall not exceed \$50,710.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

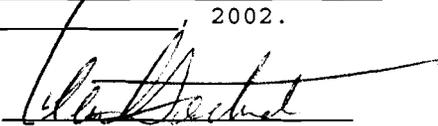


NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Alan Hartenstein this the 26th day of
July 2002.

By: 

Title: Executive Vice President

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of this 22nd day of July, 2002, between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, ("Owner"), and Pitman, Hartenstein & Associates, Inc., 7820 Arlington Expressway, Suite 640, Jacksonville, Florida 32211 ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for professional engineering, planning and environmental services with respect to structural design of the following Nassau County projects: NORTH END NATURE CENTER AND FISHING PIER (the "Project"). Engineer is to observe and verify existing conditions at the Project Site to prepare plans for improvements to the facility and to perform a drainage basis study along the section of the Project.

Owner and Engineer in consideration of their mutual covenants hereinafter set forth and in subsequently issued Supplement Agreements agree in respect to the performance of professional engineering services by Engineer and the payment of those services by Owner as set forth below.

1. BASIC SERVICES OF ENGINEER.

1.1 General.

Engineer shall provide for Owner or its designee professional engineering services relative to the structural design of precast sheet pile walls and boat ramp launch area for the North End Nature Center and Fishing Pier Project. Tasks shall include the following:

1. Coordination and review with Geotech Consultant
2. Coordination with Nassau County Engineering Department
3. Coordination with the Florida Department of Environmental Protection
4. Design of Sheet Pile Wall
5. Plans production and update
6. Preparation of specifications and contract documents
7. Calculations of quantities and preparation of opinion of probable cost
8. Design of temporary Cofferdam
9. Boat Ramp Design

2. **ADDITIONAL SERVICES OF ENGINEER.**

All modifications or additions to the scope of services ("Basic Services") provided by the Engineer will require the prior written approval of the Owner or its designee. Additional services, fee and/or schedule modifications, if approved, will be added by a Supplemental Agreement to this Agreement.

3. **SCHEDULE.**

Engineer shall insure to the best of its ability that the Services, required of the Engineer hereunder, shall be accomplished within the schedule, attached hereto as Exhibit "A" (hereinafter, the "Schedule"). If the engineer fails to perform within the Schedule and the failure to perform is determined by mediation in accordance with the provisions of Section 9.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

4. **OWNER OR ITS DESIGNEE'S RESPONSIBILITIES.**

Owner or its Designee shall accomplish the following in a timely manner so as not to delay the services of Engineer:

- 4.1 Owner designates the Director of Public Works or his designee as Owner's authorized representative (hereinafter "Owner's Designee") (hereinafter collectively, referred to as "Owner") with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.
- 4.2 Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner or its designee will require to be included in the Drawings and Specifications.
- 4.3 Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 4.4 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of any attorney, and other consultants as owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 4.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.7 Furnish to Engineer data or estimated figures as to Owner or its designee's anticipated costs for services to be provided by others for Owner or its designee so that Engineer may make the necessary findings to support opinions of probable Project Construction Costs.
- 4.8 Give prompt written notice to Engineer whenever Owner or its designee observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in Engineer's services.
- 4.9 Direct Engineer to provide, as required by Owner, Additional Services, as required.
- 4.10 Bear all costs incident to compliance with requirements of this Section 4.

5. PERIODS OF SERVICE.

- 5.1 The provisions of this Section 5 and the rate of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Engineer's obligation to render Basic Services hereunder will extend for a period of ninety (90) days from the date of the written Notice to Proceed. Exhibit "A" Entitled "Project Schedule", attached hereto and made a part hereof, sets forth the specific periods of time for rendering the services.
- 5.2 Upon written authorization from Owner or its designee, Engineer shall proceed with the performance of the services called for herein.

5.3 If Owner or its designee has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably to be agreed upon by Owner or its designee and Engineer.

6. PAYMENTS TO ENGINEER.

6.1 Methods of Payment for Services and Expenses of Engineer.

6.1.1 For Basic Services. Owner shall pay Engineer for Basic Services rendered a lump sum fee of \$50,710.00 for all Basic Services.

6.1.2 For Additional Services. Owner shall pay Engineer for Additional Services as required by Owner, rendered herein, Additional Services Provided by Engineer shall have the prior written approval of owner or its designee.

6.2 Payments.

6.2.1 If Owner or its designee fails to make any payment due Engineer for services and expenses within forty five (45) days after receipt of Engineer's statement therefor, in accordance with the Florida Prompt Payment Act. Engineer may, after giving seven (7) days written notice to Owner or its designee, suspend services under this Agreement until Engineer has been paid in full all amounts due to services, expenses and charges, including all accrued by unpaid interest without Engineer incurring liability due to such suspension.

6.2.2 In the event of termination by Owner or its designee under Paragraph 8.1, Engineer shall be compensated pursuant to a mutually agreed upon percentage of completion of the project.

7. CONSTRUCTION COST AND OPINIONS OF COST.

7.1 Construction Cost.

The construction cost of the entire project (herein referred to as "Construction Cost") means the cost to Owner or its designee of those portions of the entire Project designed and specified by Engineer, but it will not include Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Owner's legal, accounting,

insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner or its designee pursuant to Paragraph 4.7.

7.2 Opinions of Cost.

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If, prior to the Bidding Phase, the Owner or its designee wishes greater assurance as to Project or construction Costs, Owner or its designee shall employ an independent cost estimator.

8. TERMINATION OR SUSPENSION.

8.1 Engineer shall be considered in material default of this Agreement and such default will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Engineer or by any of Engineer's principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations, or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The Owner may so terminate this Agreement, in whole or in part, by giving the Engineer seven (7) calendar days' written notice.

8.2 If, after notice of termination of this Agreement as provided for in Paragraph 8.1 above, it is determined for any reason that Engineer was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Engineer provided for in Paragraph 8.1, then the Notice of Termination given

pursuant to Paragraph 8.1 shall be deemed to be the Notice of Termination provided for in Paragraph 8.3 below and Engineer's remedies against Owner shall be the same as and limited to those afforded Engineer in Paragraph 8.3 below.

8.3 Owner shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days' written notice to Engineer. In the event of such termination of convenience, Engineer's recovery against Owner shall be limited to that portion of the Engineer's compensation earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Engineer that are directly attributable to the termination, but Engineer shall not be entitled to any other or further recovery against Owner, including, but not limited to, anticipated fees or profit on work not required to be performed.

8.4 Upon termination, the Engineer shall deliver to Owner all original papers, records, documents, drawings, calculations, models, and other materials in Engineer's possession or control arising out of or relating to this Agreement.

8.5 The Owner shall have the power to suspend all or any portions of the services to be provided by Engineer hereunder upon giving Engineer two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Engineer's sole and exclusive remedy shall be to seek an extension of time to its schedule.

8.6 **Force Majeure.**

Should services be delayed at any time during period of this Agreement due to changes ordered in the services by Owner or its designee, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Engineer's control, or by other causes which the Owner or its designee determines may justify the delay, then an extension for performance of this Agreement may be granted to Engineer by Owner or its designee.

8.7 **Reuse of Documents.**

All documents including Drawings and Specifications prepared or furnished by Engineer (and Engineers' independent professional associates and consultants) pursuant to this Agreement are instruments of service in

respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Owner or its designee may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner or its designee and others; however, such documents are not intended or represented to be suitable for reuse by Owner or its designee or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's' fees arising out of or resulting therefrom.

8.8 Insurance.

Engineer shall maintain, to the extent reasonably available, the following insurance coverages during the performance of its Services under this Agreement:

Workers Compensation & Employers' Liability	Statutory
General Liability Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000/\$1,000,000
Automobile Liability Bodily Injury/Property Damage Combined	\$1,00,000/\$1,000,000
Professional Liability including errors and omissions)	\$1,000,000/\$1,000,000

All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

- 8.8.1 The term "The Board of County Commissioners for Nassau County, Florida", shall include Nassau County, Florida, a political subdivision of the State of Florida, and all authorities, Board, Bureaus, Commissioners, Divisions, Departments and Offices thereof, and all individual members and employees thereof in their official capacity, and/or while acting on behalf of either Nassau County, Florida, or the Board of County Commissioners of Nassau County, Florida.
- 8.8.2 All insurance policies, other than the Professional Liability policy and the workers' Compensation policy, provided by Engineer to meet the requirements of this

Agreement shall name the Board of County Commissioners of Nassau County, Florida, as that name is defined in 8.8.1 above, as an additional insured as to the operations of the Engineer under the Contract Documents and shall contain a severability of interests provisions.

8.9 Controlling Law.

8.9.1 This agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced, pursuant to the laws of the State of Florida, and ordinances or regulations of the County of Nassau. Venue for any litigation arising from this Agreement shall be in Nassau County, Florida.

8.9.2 Owner and Engineer hereby knowingly, voluntarily and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

8.10 Subletting, Assignment and Transfer.

Owner and Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assignees and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. SPECIAL PROVISIONS AND EXHIBITS.

9.1 Indemnification.

9.1.1 Owner agrees that Engineer is not responsible for the Project Site (including the handling, clean-up or disposal of hazardous substances from the Project Site) and Owner agrees to indemnify and hold Engineer harmless from any and all liability, claims, damages or other expenses arising out of, resulting from, or otherwise connected with hazardous substances from the Project Site, except for Engineer's willful misconduct or gross negligence.

9.1.2 The Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities,

damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and persons employed by or utilized by the Engineer in the performance of this Agreement.

9.1.3 The remedy provided to an indemnitee by Paragraph 9.1.2 shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

9.1.4 The remedy provided to an indemnitee by this Agreement shall survive this Agreement and shall not be limited in any manner by acceptance, final completion, or final payment.

9.1.5 A claim for indemnity pursuant to this Agreement shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning, or construction of an improvement to real property.

9.1.6 The provisions of Section 9.1 are severable and if, for any reason, any one or more of the provisions contained in the Section shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy, or unenforceable in any respect, the invalidity, illegality, being against public policy, or unenforceability shall not affect any other provision of this Section which shall remain in effect and be construed as if the invalid, illegal, against public policy, or unenforceable provision had never been contained in the Section.

9.2 **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 Circuit and the cost of mediation shall be borne by the Engineer. 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. Engineer shall not stop work during the pendency of mediation.

9.3 Partial Invalidity.

If any provision of this Agreement or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4 Notices.

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinbelow given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles return receipt requested, or one (1) day after depositing such notice with reputable overnight courier services. Either party may designate in writing such other address as shall be given by written notice.

If to Owner:

Nassau County Public Works Department
213 Nassau Place
Yulee, Florida 32097
Attn: Jack J. D'Amato, Public Works Director

If to Engineer:

Mr. Mark Norton, Project Manager
Pitman, Hartenstein & Associates, Inc.
7820 Arlington Expressway, Suite 640
Jacksonville, Florida 32211

9.5 No Partnerships.

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Owner and Engineer and they are and shall remain independent contractors one as to the other.

9.6 Counterparts.

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one (1) Agreement binding upon all of the parties hereto.

9.7 Securing Agreement.

9.7.1 Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the ward or making of this Agreement.

9.8 Entire Agreement.

This Agreement together with the exhibits identified above constitute the entire Agreement (consisting of pages 1 through 12, inclusive) between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended,

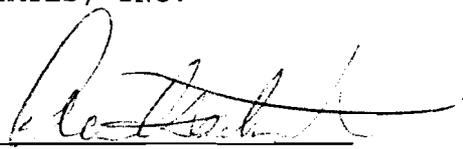
supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

ENGINEER:
PITMAN, HARTENSTEIN
& ASSOCIATES, INC.

BY: 
NICK DEONAS
Its: Chairman

BY: 
Alan Hartenstein
Its: Executive Vice President

ATTEST:


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

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

NOTICE TO PROCEED

TO: PITMAN, HARTENSTEIN & ASSOCIATES, INC.
7820 Arlington Expressway, Suite 640
Jacksonville, FL 32211

DATE: July 22, 2002

PROJECT: Professional
Engineering, Planning and
Environmental Services
For structural Design of
The North End Nature
Center & Fishing Pier
Boat Ramp

Pursuant to the Agreement entered into the 22nd day of July 2002 between Nassau County, Florida and Pitman, Hartenstein & Associates, Inc., you are hereby authorized to proceed with the scope of work to perform the necessary professional engineering, planning and environmental services in connection with the structural design of the North End Nature Center and Fishing Pier boat ramp. The work shall be accomplished within the time frame set forth in the attached Exhibit "A", Project Schedule, and the cost of said work shall not exceed \$50,710.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



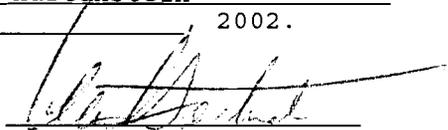
NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

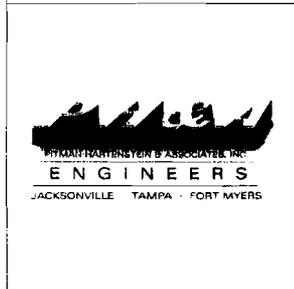
By: Alan Hartenstein this the 26th day of
July 2002.

By:



Title: Executive Vice President

Description	Orig Dur	Rem Dur	WEEK																						
			-4	-3	-2	-1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
NOTICE TO PROCEED																									
NOTICE TO PROCEED	0	0																							
DESIGN COORDINATION																									
NASSAU COUNTY	15	15																							
GEOTECHNICAL CONSULTANT	15	15																							
F.D.E.P.	15	15																							
DESIGN PHASE																									
CONCRETE SHEET PILE WALLS	30	30																							
CONCRETE BOAT RAMP	30	30																							
TEMPORARY COFFERDAM	30	30																							
PLANS PRODUCTION	30	30																							
PREPARATION OF	15	15																							
CONTRACT DOCUMENTS	15	15																							
OPINION OF COST	15	15																							
95% SUBMITTAL	0	0																							



PITMAN-HARTENSTEIN & ASSOCIATES

**STRUCTURAL DESIGN OF
NASSAU COUNTY NORTH END BOAT RAMP
PROJECT SCHEDULE
EXHIBIT A**

- △ Early start point
- ▽ Early finish point
- ▬ Early bar
- ◆ Start milestone point
- ◆ Finish milestone point



Nassau County Public Works
 213 Nassau Place
 Yulee, FL 32097

Jack D'Amato, Jr., PE
 Director of Public Works

MEMORANDUM

TO : Nick Deonas, Chairman

FROM : Jack J. D'Amato, P.E., Public Works Director 

DATE : July 8, 2001

SUBJECT : North End Nature Center and Marine Park Status Update

Pursuant to the direction of the County Attorney, a draft contract between PHA and Nassau County for the structural engineering design has been forwarded to the Clerk's office for routing to the appropriate parties. Staff anticipates submitting the contract to Pittman, Hartenstein & Associates, Inc. within the next week for their execution. Upon receipt of the executed contract document, staff will place on the next available BCC agenda for Board approval. Pittman, Hartenstein & Associates in their proposal committed to having 95% drawings within 90 days from receipt of the Notice to Proceed.

*7/10/02
 Authorized Check to sign upon
 Review: approval of Attorney's Clerk
 ce*

FERNANDINA
 (904) 491-3606
 FAX (904) 491-3611

TOLL FREE
 1-800-264-2065 1-800-948-3364

ROAD & BRIDGE
 (904) 491-3626 or (904) 845-3610
 FAX (904) 845-1230



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

MEMORANDUM

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

TO: DAWN STEVENSON, CONTRACT MANAGER

FROM: MICHAEL S. MULLIN, COUNTY ATTORNEY

DATE: JULY 2, 2002

RE: NORTH END NATURE CENTER AND FISHING PIER

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Dawn, I have reviewed the letter from Mark Norton to Jack dated May 28, 2002 regarding the North End Nature Center and Fishing Pier. I have attached a copy of that.

Based upon the Board's approval on June 12, 2002 to proceed pursuant to PHA's proposal, I believe that a contract should be executed by both parties and therefore would ask that you contact Mr. Norton and ask that he provide a draft contract for review by you and I and Jack and Walt.

Please advise Mr. Norton that time is of the essence and we would like to review this immediately.

MSM:jb

Enclosure

CC: Jack J. D'Amato, Public Works Director
Walter D. Gossett, County Coordinator



May 28, 2002

Mr. Jack D'Amato
Nassau County Public Works
213 Nassau Place
Yulee, Florida 32097

Re: North End Boat Ramp
PH&A Project No.: 20103.200

Dear Mr. D'Amato:

PH&A is pleased to present this proposal for professional services relative to the Structural design of precast sheet pile walls and boat ramp launch area for the above referenced project.

Project History

The existing design of the proposed North End Boat Ramp has been based around a proprietary boat ramp system copyrighted by Tedder Boat Ramp Systems. It has been recently determined that the County desires to revise the design to a system that will allow quotes from more than one boat ramp contractor. The precast concrete sheet pile walls were not included in the Tedder system design and will require design by a structural engineer.

All of the upland improvements comprising the Boat Ramp Park including stormwater retention areas, paving, grading, drainage, striping, etc. have been designed to the permitting agencies satisfaction and a letter of intent to permit has been issued by the St. Johns River Water Management District.

Attached is a list of tasks and descriptions with accompanying manhour estimate and fee proposal for the proposed work.

We appreciate the opportunity to continue working on this project and are able to begin design within two weeks of your notice to proceed. Within 90 days of the notice to proceed we will submit a 95% complete set of plans, specifications and contract documents for your review. If you have any questions upon your review of this proposal please contact me.

Sincerely,

Pitman-Hartenstein & Associates, Inc., Engineers

Mark Norton
Project Manager

Enclosures

R:\20103.200\20103.200 ltr to D'Amato 051302.wpd



SHEET PILE WALL DESIGN

Task

Description

1. Coordination and review with Geotech Consultant
2. Coordination with Nassau County Engineering Department
3. Coordination with F.D.E.P
4. Design of Sheet Pile Wall
5. Plans production and update
6. Preparation of specifications and contract documents
7. Calculations of quantities and preparation of opinion of probable construction cost

Boat Ramp Design

8. Review of Geotechnical data
9. Coordination of Ramp design with Nassau County
10. Coordination with FDEP
11. Design of temporary Cofferdam
12. Boat Ramp Design
13. Plans Production and Update

* Bid construction phase services are not included in this proposal but will be provided under a separate proposal if requested by the county.

	<u>Manhour Estimates</u>			
	<u>Project Manager</u>	<u>Engineer</u>	<u>Senior Cadd Tech</u>	<u>Total</u>
1.	2	6	2	10
2.	24	42	16	82
3.	10	6	0	16
4.	4	48	72	124
5.	12	24	0	36
6.	4	24	0	28
7.	2	10	8	20
8.	2	6	2	10
9.	8	16	4	28
10.	12	12	0	24
11.	2	16	4	22
12.	2	32	48	82
13.	4	8	8	20
Total	88	250	164	502

North End Boat Ramp

North End Boat Ramp

Fee Proposal

Sheet Pile Wall Boat Ramp Design

	<u>Man-hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	88	\$100.00	\$8,800.00
Engineer	250	\$95.00	\$23,750.00
Senior Cadd Tech.	164	\$65.00	<u>\$10,660.00</u>
		SUBTOTAL	\$43,210.00
Geotech Consultant (not to exceed if required)			\$6000.00
Reproduction Cost			<u>\$1500.00</u>
		TOTAL	\$50,710.00



July 29, 2002

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Re: North End Boat Ramp Structural Design
PH&A Project No.: 20103.200

Dear Mr. Oxley:

Please find enclosed one executed original of the agreement and notice to proceed on the above referenced project.

We will commence working on the project immediately and appreciate the opportunity to continue working with Nassau County.

Sincerely,
Pitman-Hartenstein & Associates, Inc., Engineers

Mark Norton
Senior Project Manager

mb

Enclosures

R:\20103.200\20103.200 ltr to Oxley 072902.wpd



RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier structural design of boatramp PROJECT # _____

VENDOR PHA _____

Contract document for proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640 Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 _____

DATE REC'D 7-10-02 _____

FUNDING SOURCE: 360 Fund (reserve) _____

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 _____

REC'D PWD ✓ _____

DATE TO P.W. CONTRACT MGR 7-12-02 _____

REC'D PWCM ✓ _____

DATE TO COUNTY COORDINATOR 7-12-02 _____

REC'D CO COORD ✓ _____

DATE TO COUNTY ATTORNEY 7-12-02 _____

REC'D CO. ATTY ✓ _____

DATE TO CLERK 7-12-02 _____

REC'D CLERK ✓ _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY _____ DATE _____

CLERK _____ DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE 7-22-02 _____

COPY DISTRIBUTION: TO FINANCE DATE 7-21-02 TO VENDOR 7-24-02 TO OTHER APPROPRIATE PARTIES 7-31-02

PAYMENT & PERFORMANCE BONDS OBTAINED NA _____

RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier
structural design of boatramp PROJECT # _____

VENDOR PHA _____

Contract document for
proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 _____

DATE REC'D 7-10-02 _____

FUNDING SOURCE: 360 Fund (reserve) _____

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 _____

REC'D PWD _____

DATE TO P.W. CONTRACT MGR 7-12-02 _____

REC'D PWCM _____

DATE TO COUNTY COORDINATOR 7-12-02 _____

REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-12-02 _____

REC'D CO. ATTY _____

DATE TO CLERK 7-12-02 _____

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE _____

CLERK _____

DATE 7/16/02

JMD
- Negotiation Questions

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:

TO FINANCE DATE _____

TO VENDOR _____

TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier PROJECT # _____
structural design of boatramp

VENDOR PHA Contract document for
proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 DATE REC'D 7-10-02

FUNDING SOURCE: 360 Fund (reserve)

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 REC'D PWD _____

DATE TO P.W. CONTRACT MGR 7-12-02 REC'D PWCM _____

DATE TO COUNTY COORDINATOR 7-12-02 REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-12-02 REC'D CO. ATTY _____

DATE TO CLERK 7-12-02 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR *[Signature]* _____ DATE _____

COUNTY ATTORNEY _____ DATE _____

CLERK _____ DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier
structural design of boatramp PROJECT # _____

VENDOR PHA _____

Contract document for
proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 _____

DATE REC'D 7-10-02 _____

FUNDING SOURCE: 360 Fund (reserve) _____

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 _____

REC'D PWD _____

DATE TO P.W. CONTRACT MGR 7-12-02 _____

REC'D PWCM 7/15/02

DATE TO COUNTY COORDINATOR 7-12-02 _____

REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-12-02 _____

REC'D CO. ATTY _____

DATE TO CLERK 7-12-02 _____

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER Kevin St _____ DATE 7/15/02

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY _____ DATE _____

CLERK _____ DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier
structural design of boatramp PROJECT # _____

VENDOR PHA _____

Contract document for
proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 _____

DATE REC'D 7-10-02 _____

FUNDING SOURCE: 360 Fund (reserve) _____

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 _____

REC'D PWD _____

DATE TO P.W. CONTRACT MGR 7-12-02 _____

REC'D PWCM _____

DATE TO COUNTY COORDINATOR 7-12-02 _____

REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-12-02 _____

REC'D CO. ATTY _____

DATE TO CLERK 7-12-02 _____

REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____

DATE _____

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE 7/14/02

CLERK _____

DATE _____

• NEED SD. "R"

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:

TO FINANCE DATE _____

TO VENDOR _____

TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

RETURN BY JULY 16, 2002

CONTRACT SIGN OFF

PROJECT NAME North End Nature Center & Fishing Pier
structural design of boatramp PROJECT # _____

VENDOR PHA Contract document for
 proposal approved 6-12-02

ADDRESS 7820 Arlington Expressway, Ste 640
Jacksonville, FL 32211

CONTRACT AMOUNT \$50,710 DATE REC'D 7-10-02

FUNDING SOURCE: 360 Fund (reserve)

DATE TO PUBLIC WORKS DIRECTOR 7-12-02 REC'D PWD _____

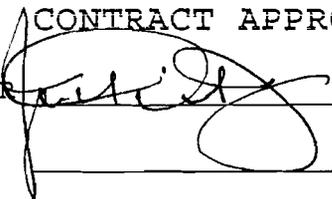
DATE TO P.W. CONTRACT MGR 7-12-02 REC'D PWCM _____

DATE TO COUNTY COORDINATOR 7-12-02 REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-12-02 REC'D CO. ATTY _____

DATE TO CLERK 7-12-02 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR  DATE 7.17.02

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY _____ DATE _____

CLERK _____ DATE _____

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
 TO FINANCE DATE _____
 TO VENDOR _____
 TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

JUL 12 2002



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

July 24, 2002

Mr. Mark Norton
 Project Manager
 Pitman, Hartenstein & Associates, Inc.
 7820 Arlington Expressway, Suite 640
 Jacksonville, FL 32211

RE: North End Boat Ramp
 PH&A Project No. 20103.200

Dear Mr. Norton:

Enclosed please find one original of the agreement and the Notice to Proceed for the above referenced project.

Please execute the agreement and the notice to proceed and return both original documents to my office in the enclosed self-addressed envelope.

We will provide you with certified copies for your files.

The County looks forward to working with your firm on this project.

Sincerely yours,

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

JMO:jb

Enclosure

CC: Walter D. Gossett, County Coordinator
 Michael S. Mullin, County Attorney
 Dawn Stevenson Contract Manager
 Jack J. D'Amato, Public Works Director

3210 Board Room; 321-5703, 879-1029, (800) 958-3496

- Opportunity Employer

70
 JA
 70

RETURN BY 8-1-02

CONTRACT SIGN OFF

PROJECT NAME BARNWELL ROAD - Limited Const. PROJECT # _____
Admin. & Observation

VENDOR BHR

ADDRESS ~~1900 Corporate Square Boulevard~~
~~Jacksonville, FL 32216~~

CONTRACT AMOUNT \$8,300 DATE REC'D 7-23-02

FUNDING SOURCE: 361 Fund (6144054-563360)

DATE TO PUBLIC WORKS DIRECTOR 7-29-02 REC'D PWD _____

DATE TO P.W. CONTRACT MGR 7-29-02 REC'D PWCM _____

DATE TO COUNTY COORDINATOR 7-29-02 REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 7-29-02 REC'D CO. ATTY _____

DATE TO CLERK 7-29-02 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY _____ DATE _____

CLERK JMO DATE 7/26/02

Questions when meet

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE _____

COPY DISTRIBUTION:
TO FINANCE DATE _____
TO VENDOR _____
TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____



May 22, 2003

Mrs. Dawn Stevenson
Contract Manager
Nassau County Coordinator Administration
220 Nassau Place
Yulee, Florida 32097

Re: North End Boat Ramp
Additional Services
PH&A #20103.200

Dear Dawn,

As requested, the following is our scope of services and fee proposal for additional Engineering and Architectural services on the above referenced project.

Scope of Services

Design and permitting thru Nassau County Development Review Committee of a 40' x 80' pavilion with restroom and storage area integrated with the Boat Ramp Park. The structure will be comprised of a concrete slab on grade with concrete block columns to a wood truss framed roof and asphalt shingles. The restrooms contain a handicap accessible stall with lavatory and water closet in each restroom as well as tow additional water closets and lavatories in the female restroom and one water closet, one urinal, and two lavatories in the male restroom.

The scope also includes the design of approximately 3,100 linear feet of potable water line as well as a septic tank and drainfield to serve the Pavilion Restrooms.

In addition, the electrical drawings will be modified to include the design of parking lot lighting, pavilion power and lighting and up-grading the electrical panel from 100 to 300 amps.

R:\010100\Stevenson re addtl services 52203.doc

APPROVED

DATE 6-11-03 JAB

Fee

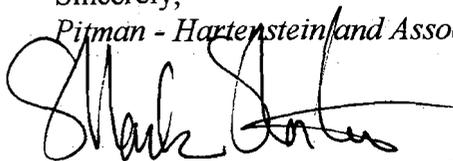
Fees for the above described services are as follows:

Civil Engineer (Septic Tank, Drainfield Water Lines)	\$ 5,115.00
Architectural Design	\$12,458.00
Electric & Plumbing Design	<u>\$ 5,500.00</u>
	\$23,073.00
Reproduction Costs	<u>\$ 300.00</u>
Total	\$23,373.00

We are able to proceed with the additional work upon your authorization and thank you for the opportunity to be of further service to Nassau County on this project.

Sincerely,

Pitman - Hartenstein and Associates, Inc.



Mark Norton
Senior Project Manager

administer the Fish and Wildlife Commission Grant for this purpose.

10:06 Upon the request and recommendation of the Contract Manager, it was moved by Commissioner Marshall, seconded by Commissioner Deonas, and unanimously carried to approve the application to the Florida Fish and Wildlife Commission for the Derelict Vessel Removal Program 2003 Grant Application for the removal of the two derelict vessels in the Amelia River.

10:07 Upon the request and recommendation of the Contract Manager, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to approve a proposal from Pitman Hartenstein & Associates, Inc. for additional engineering and architectural services in the amount of \$23,373 for the Boat Ramp project at the North End Nature Center and Fishing Pier, contingent upon the Clerk bringing back a recommendation for a funding source. Upon the request of the Chairman, Commissioner Marshall amended her motion to include contingent upon the Clerk determining a funding source. Commissioner Vanzant amended the motion as amended, and the motion, as amended, carried unanimously.

10:12 Upon the request and recommendation of the Contract Manager, it was moved by Commissioner Marshall, seconded by Commissioner Deonas, and unanimously carried to

Agenda Request For (DATE): June 11, 2003

Department: Capital Projects Administration

Background: Pittman, Hartenstein & Associates, Inc. was requested by Staff to submit a proposal for additional engineering and architectural services on the North End Boat Ramp Project. The proposal has been attached for review.

Early in the design of the project, PH&A was given the direction by Staff that the pavilion was to be designed/constructed by others (not part of this contract) and that the site was not going to include any type of restroom facility. As part of the requirements of the Land & Water Conservation Grant for the project the County is required to construct restroom facilities, a picnic area and all utilities are required to be underground.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Could have a potential impact on future projects, however, if not approved the County will be in violation of the Land & Water Conservation Grant.

Action requested and recommendation: Staff recommends that the Board of County Commissioners approve the proposal as submitted by Pittman, Hartenstein & Associates and authorize the Clerk's office to issue a "Notice To Proceed".

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

Funding Source: 360 Grant Fund – 60728572-563714 Architect & Engineering

APPROVED

DATE 6-11-03 *JMB*

Reviewed by:

Legal:

Finance:

Management Committee: 

February 10, 2003

Mr. Walt Gossett
County Coordinator, Nassau County
Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Re: North End Boat Ramp
PH&A # 20103.202

Dear Mr. Gossett,

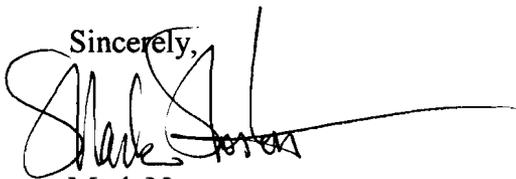
Forwarded as requested is our proposal for Construction Phase Services on the above referenced project.

Our original proposal was faxed to Mr. D' Amato on 12/10/01 during the time Randall Tedder was involved with the project. Mr. Tedder was originally responsible for all of the structural elements of the boat ramp portion of the project.

This revised proposal includes additional manhours for a structural engineers involvement throughout the construction phase of the project. We are aware of the bid date and have already been responding to questions from bidders.

If any additional information is required please contact me.

Sincerely,



Mark Norton
Senior Project Manager

cc: Dawn Stevenson

APPROVED

DATE 2-24-03 *JKR*

received
2/10/03 *DS*



**Nassau County, Florida
North End Boat Ramp
Construction Phase Services**

1. **Response to Contractor's Questions.**
2. **Pre-Construction Conference & Project Scheduling Meeting**
3. **Shop drawing review**
4. **Review of Contractors Pay estimate**
5. *** Periodic Construction Observation**
6. **Coordination with Contractor**
7. **Coordination with Nassau County during construction**
8. **Coordination with permitting agencies**
9. **Record drawing preparation**
10. **Certification of completion of construction**

Manhour Estimate

	<u>Project Mgr</u>	<u>Engineer</u>	<u>Cadd Tech</u>	<u>Total</u>
1.	8	16	-	24
2.	6	6	-	12
3.	12	60	16	88
4.	18	8	-	26
5.	104 *	104 *	-	208
6.	16	32	8	56
7.	24	16	8	48
8.	4	8	-	12
9.	2	8	8	18
10	<u>4</u>	<u>8</u>	<u>-</u>	<u>12</u>
	198	260	40	504

* (Estimate based on 26 weeks of construction, 2 men, 1 site visit each week @ 4 hrs/visit)

Fee Proposal

●	Project Manager	198 hrs@100/hr	=	\$19,800.00
●	Project Engineer	260 hrs@85/hr	=	\$ 22,150.00
●	Technician	40 hrs@60/hr	=	<u>\$ 2,400.00</u>
			Subtotal	\$44,300.00
	Mileage	1,600 miles @ 30¢/mile	=	<u>\$ 480.00</u>
			Total	\$44,780.00



Nassau County Coordinator Administration
220 Nassau Place
Yulee, Florida 32097

MEMORANDUM

To: Management Committee

From: Dawn Stevenson, Contract Manager 

Date: April 10, 2003

Subject: North End Boat Ramp – Construction Inspection Services

Per your request, PH&A submitted a proposal for construction inspection services for the North End Boat Ramp project to Mr. Oxley on April 8, 2003. I have reviewed the proposal (both scope of services and cost) and am of the opinion that Nassau County should accept PH&A's proposal as submitted.

There is currently \$2,340,926.00 approved for the project. The total anticipated project costs as previously submitted to the Board is \$2,212,078.00 (which includes a 10% contingency). This leaves a balance of \$128,848.00 available. I recommend that these available funds be utilized to cover the costs of the inspection services.

The contractor will mobilize the site on Monday, April 14th, and will begin driving their sheet piles immediately. Due to the time constraints we are under with the State, I would like to request an expansion of Monday's agenda in order to present this proposal to the Board for approval.

APPROVED

DATE 4/14/03
ea

FERNANDINA
(904) 321-5765 OR 321-5760
FAX (904) 321-5763

TOLL FREE
1-800-264-2065
1 800-948-3364

HILLIARD
(904) 845-3610
(904) 491-3626
FAX (904) 845-1230



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 Ansley Acree
 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

MEMORANDUM

TO: Board of County Commissioners

FROM: Walt Gossett, County Coordinator

SUBJECT: North End Nature Center and Marine Park Funding

DATE: March 20, 2003

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

I have reviewed the funding for the North End Nature Center and Marine Park (Boat Ramp) with Chip Oxley, Clerk of Courts. Our recommendation for funding is as follows:

\$475,000.00	General Fund Reserves
365,000.00	TDC Beach Fund
75,926.00	Florida Boater Improvement Funds
100,000.00	One Cent Funds
125,000.00	MSF
700,000.00	Grants
500,000.00	To be financed over 2 yrs. covenant to Budget & Appropriate
<hr/>	
\$2,340,926.00	

*approved by BCC
 3/24/03*

Agenda Request For: March 12, 2003

Department: Capital Projects Administration

Fund: 360 Grant Fund – North End Marine Park

Action Requested and Recommended:

On February 26, 2003 the Clerk's Office received sealed bids for the construction of the North End Boat Ramp and Marine Park. The four bid packages have been reviewed by the design engineer Pittman, Hartenstein & Associates, the County Coordinator and the Contract Manager. Neither reviewer could find any discrepancies with bid submitted by the apparent low bidder, Hal Jones Contractor in the amount of \$1,961,200.00. The apparent low bid came in \$192,402.55 less than the engineer's opinion of probable cost. A copy of the bid tabulation sheet has been attached for your review.

Staff respectfully requests that the Board of County Commissioners approve the apparent low bid in the amount of \$1,961,200.00 and award the North End Boat Ramp Marine Park to Hal Jones Contractor, Inc.

Staff also requests that the Board of County Commissioners designate a funding source for the project. A total of \$700,000.00 in grant funds have been approved for the project, \$500,000.00 from the Florida Boaters Improvement Program (to be applied to ramp construction only) and \$200,000.00 from the Land and Water Conservation Commission (to be applied to upland park construction only). Both grants are reimbursement type grants. However, progress draws can be made against the grants. A breakdown of the total anticipated costs related to the project is as follows:

Construction Bid	\$1,961,200.00
PHA Construction Oversight	44,780.00
Additional Testing	5,000.00
10% Contingency	201,098.00
Total Anticipated Costs	\$2,212,078.00

The anticipated project costs taking into consideration the \$700,000.00 in grant funds leaves \$1,512,078.00 currently un-funded.

Funding Source: To Be Determined By The Board

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: The funding of the project would have an impact on future years budgeting by the loss of \$700,000.00 in grant funds that must be utilized by September 30, 2003.

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

Yes

Coordinator:

Finance:

Legal:

Reviewed By:



April 7, 2003

J.M. "Chip" Oxley, Jr.
Clerk of the Circuit and County Courts
Nassau County, Florida
P.O. Box 456
Fernandina Beach, Florida 32035-0456

Re: North End Boat Ramp
Resident Inspection Services
PH&A Project # 20103.202

Dear Mr. Oxley,

Pitman - Hartenstein and Associates, Inc. is pleased to present this proposal relative to the provision of resident inspection and additional engineering services on the above referenced project. The following is the scope of service for the project, along with the accompanying manhour estimate and fee proposal.

Scope of Services

Resident inspection and additional engineering services will be provided throughout the six month construction phase of the project. These services will consist of a full time on site inspector to monitor the construction of the boat ramp and upland development. Inspection services will include conducting weekly progress meetings, documentation of stored materials, preparation of daily logs, testing monitoring, pay request review and coordination with the Project Engineer, Nassau County and the Contractor.

The inspector will stay in contact with the engineer on a daily basis to insure compliance with the plans, specifications and permit conditions. The inspector will keep an up to date set of plans documenting any changes that may occur during construction. These plans will be coordinated with the contractor for the preparation of "record drawings", as required by the county and permitting agencies.

Additional engineering services will also be provided to the county during this phase of the project. The engineering project manager will coordinate directly with the inspector and report to Nassau County on the status of the project and any issue that could impact cost or delay the project.



This proposal is based on a six month project schedule and does not include surveying, testing or environmental services. If additional services are requested they will be billed on an hourly basis at our previously approved rates.

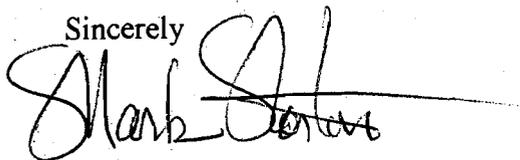
Fee Proposal

Inspector	1,040 manhours at 75.00/hr = \$78,000.00
Engineering Project Manager	240 manhours at \$100.00/hr = <u>\$24,000.00</u>

Total \$102,000

We are able to begin work upon the County's notice to proceed and look forward to continuing to provide our services to the successful completion of the project.

Sincerely



Mark Norton
Senior Project Manager