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August 4, 2003

Federal
Installations

Mr. Jose R. Deliz, P.E.

Public
Infrastructure

Nassau County
213 Nassau Place
Yulee, FL 32097

Resort,
Recreation &
Entertainment

Subject: Drainage Permit Investigation
Barnwell Road, Nassau County
Professional Services Proposal

Transportation

Urban &
Community
Development

03 AUG 26 PM 3:08

Dear Mr. Deliz:

Bessent, Hammack & Ruckman, Inc. (BHR) is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to investigate the requirements of the St. Johns River Water Management District (WMD) permit for the construction of a portion of the roadway in the late 1980's.

As part of the initial phase of the recent milling and resurfacing of Barnwell Road, BHR contacted the WMD to ascertain if any permits existed on this roadway. In response, the WMD stated that no permits existed. Final plans were submitted along with a letter requesting review. A "no permit required letter" was returned to BHR from the WMD for the safety improvements of the project. Once under construction, it was discovered by the WMD that in fact a permit had been issued on a portion of the roadway. BHR designed the milling and resurfacing project without knowledge of this existing permit and its conditions, and the WMD has recently sent a letter to Nassau County requesting information regarding permit compliance and related issues. Upon receipt of this letter, the County has asked BHR to investigate these issues and prepare a response to the WMD on the County's behalf.

This agreement is made as of **August 4, 2003** by and between **Nassau County (Client)** and **Bessent Hammack Ruckman, Inc. (BHR)**, a Florida corporation.

PROJECT DESCRIPTION

The work will include meeting and coordination with Nassau County staff and the St. Johns River Water Management District (WMD) staff to: 1) Respond to the WMD letter dated March 24, 2003, which stated that a portion of Barnwell Road was a previously permitted road and should have needed a modification to the permit in order to comply with the permit and 2) Address the WMD concerns regarding the newly constructed roadside swales along the Barnwell Road project vs. the original condition.

Florida
License
Numbers:

EB 0005
FC 0120
LB 6739

www.bhr-fax.com

SCOPE OF SERVICES

Our services will be provided in the following tasks:

Task 1 – Response to WMD Compliance Letter

Task 2 – Response to WMD Concerns regarding Roadside Swales

Task 1 - Response to WMD Compliance Letter

In response to the letter which was submitted by the WMD regarding the outstanding compliance issue with Permit No. 42-089-43764-1, BHR will investigate the situation. Based on the investigation results, a design recommendation will be made to the County to correct the issue, if needed.

Task 2 - Response to WMD Concerns Regarding Roadside Swales

BHR will review the final as-built drawings once they have been submitted by the Contractor. BHR will compare the newly constructed swales sections with what was originally surveyed prior to construction. It will be the intent to identify whether or not the newly constructed swales continue to meet WMD’s regulations and that the capacities of the new swales are not decreased over what was originally permitted. If the results identify areas which have been impacted, BHR will investigate and give the County a design recommendation to correct the issue.

SERVICES NOT INCLUDED WITH THIS PROPOSAL

Our fees, unless otherwise stated herein, do not include miscellaneous expenses or optional services required in conjunction with:

- Topographic survey
- Platting
- 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
- Contract or construction administration (except for certification)
- Assistance with financial packages
- 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.

PROFESSIONAL FEES

The fees below are estimates and will be invoiced to Nassau County on an hourly basis as incurred. As BHR cannot predict the extent of the investigation required or the amount of meetings and coordination that will be required with the WMD, the actual fees charged may be less or more than the initial estimate provided. As the project progresses, BHR will inform the County if the initial estimate is insufficient and provide the County an updated fee estimate prior to incurring fees beyond these limiting amounts. Our fees are outlined as follows:

Task 1	Response to WMD Compliance Letter [Limiting Amount]	\$4,500
Task 2	Response to WMD Concerns regarding Roadside Swales [Limiting Amount].....	4,000
	Reimbursables	<u>1,000</u>
TOTAL ESTIMATED FEE (Including Reimbursables):		\$9,500

Reimbursable Expenses: Our basic fees does include expenses for travel, reproduction of reports, drawings, specifications, couriers, toll telephone charges, permit fees and other project related items.

Revisions: Services requested by the Client that are not within the scope of the above services or changes beyond BHR's control are considered items of additional service and will be billed at our standard hourly rates as listed in the Standard Contract Conditions or negotiated separately from this agreement.

All conditions listed in the attached Standard Contract Conditions are made a part of this agreement and by signing below you acknowledge that you have read and accept the Standard Contract Conditions.

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 E. van Zanden
Project Manager


Gene L. Howerton, P.E.
Project Officer

cc: Marketing/JPS

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CONFIRMED AND ACCEPTED ON BEHALF OF NASSAU COUNTY:

Accepted by:  _____

Print or Type Name: Vickie Samus

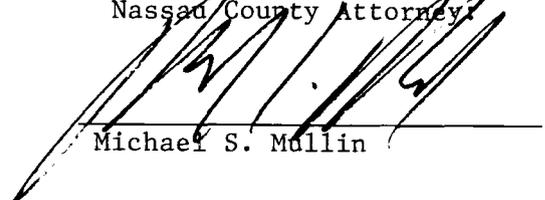
Title: Chairman, Nassau County Board of County Commissioners

Date: September 10, 2003

ATTEST:


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

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

BHR STANDARD CONTRACT CONDITIONS

Revisions

Delivery of our work products is dependent on timely and knowledgeable input and decisions from other team members including the Client's representative, architect, attorney, geotechnical engineer, biologist, and others. Our fees assume a well-coordinated and responsive team and compliance to existing permits.

Revisions or changes to work accomplished under this agreement that are beyond our control are not included in the basic fees established hereunder and are, therefore, items of additional services.

Additional Services

Services requested by the Client that are not within the attached scope-of-work are considered items of additional service and will be billed at our standard hourly rates which are:

Principal-in-Charge.....	\$175.00
Principal.....	150.00
Associate.....	115.00
Senior Professional.....	98.00
Professional.....	85.00
Senior Technical.....	75.00
Technical.....	60.00
Construction Inspector.....	65.00
Clerical.....	40.00
Principal Surveyor.....	135.00
Surveyor.....	115.00
Senior Survey Professional ...	95.00
Survey Technician.....	75.00
Survey Crew.....	120.00

Notes:

1. These rates will remain in force until July 31, 2004, 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.

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

Mr. Jose R. Deliz 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 Mr. Deliz, are rejected by others and additional engineering is required, such redesign services shall be compensated as extra services at our standard hourly rates.

Access to the 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.

Agenda Request For: September 10, 2003

Department: Capital Projects Administration

Background: Staff requested from BHR Engineers a proposal for professional engineering services to assist in satisfying the St. Johns River Water Management District requirements for Barnwell Road. Staff and the Management Committee attended a meeting at SJRWMD on August 18, 2003 to discuss bringing this project into compliance. Attached is a copy of the proposal and scope of services submitted by BHR Engineers.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Would have minimal impact on the budgeting of future years projects.

Action requested and recommendation: Staff requests and recommends that the Board of County Commissioners approve the attached proposal submitted by BHR Engineers in the amount of \$9,500.00 and authorize the Chairman to execute said proposal.

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

Funding Source: There are sufficient funds available in the Barnwell Road – Road Construction/Improvements account # 61440541-563100

Reviewed by:

Legal

Finance

Committee 



Nassau County Engineering Services
213 Nassau Place
Yulee, Florida 32097

José R. Deliz, P.E.
Director

MEMORANDUM

To: Dawn Stevenson, Capital Projects Manager

From: José R. Deliz, Director of Engineering Services (RD)

Date: August 6, 2003

Subject: Barnwell Road SJRWMD Compliance

We have received the attached proposal from BHR and find it acceptable, therefore it is being forwarded to you for approval and notice to proceed. Please advise of any funding issues or if our Department needs to do anything else to execute this proposal. As always, we will be available to help coordinate whatever needs to be done. Thanks for your prompt attention to this matter.

03 AUG - 7 AM 11:12
COUNTY ENGINEERING
OFFICE

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