

CONTINUING CONTRACT
FOR
CONSULTING PROFESSIONAL SERVICES

NASSAU COUNTY, FLORIDA

THIS CONTRACT entered into this 26th day of April, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **OWEN AYRES & ASSOCIATES, INC., (d.b.a. AYRES ASSOCIATES)** hereinafter referred to as the "Consultant", whose address is 5220 Shad Road, Suite 200-3, Jacksonville, FL 32257.

WHEREAS, the County desires to obtain continuing consulting professional services on an "as needed" project-by-project basis; and

WHEREAS, said services are more fully described in Schedule "A" "Scope of Services", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant has submitted a proposal for providing those services; and

WHEREAS, the consultant represents that it has the expertise in the type of professional services required; and

WHEREAS, the County has chosen three (3) consultants to provide services, and the Consultant is one of the three.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of professional engineering services, as more fully described in Schedule "A" "Scope of Services" attached hereto, and to perform and complete the work specifically set forth in each task set forth herein.

The Work shall be performed on an "as needed" basis per project and by task order to this contract. Each Task Order shall be approved by the Board of County Commissioners.

Services of the Consultant shall be under the general direction of a County representative, as determined by the Board of County Commissioners, to be identified in each task order, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The County and the Consultant shall mutually agree upon each schedule which will become a part of each task

order. All reports shall coincide with County requirements.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The County shall pay to the consultant for services satisfactorily performed as follows: The Consultant will bill the County on a monthly basis or as otherwise provided and at the amounts set forth in the Contract Addenda for services rendered toward completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various task orders. The invoice shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

B. Invoices received from the Consultant pursuant to this Contract will be sent to the Clerk, indicating that services have been rendered in conformity with the task, and the Clerk will provide the invoice to the appropriate County Department for review and recommendation(s) as to payment. Invoices must reference this Contract and the task order against which the Consultant is billing.

C. Final Invoice per Task Order: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County, this

indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific task order.

D. Contract Task Order: Each task order shall have its own specific value on a "stand alone" basis.

E. Labor Unit rates shall be established at the beginning of this Contract and may be adjusted annually upon consent of the County beginning with the next task order issued after the anniversary date of the Contract. The labor unit rates are set forth in Schedule "C".

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

The signing of this Contract by the consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The

County may exercise its rights under this Article within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the County.

D. Continue and complete all parts of the work that has not been terminated.

ARTICLE 6 - PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

Any changes or substitutions in the consultant's key personnel, as may be listed in Schedule "B", must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

ARTICLE 7 - SUBCONTRACTING

The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

The Consultant is solely responsible and liable for the

work of the subcontractor(s). The Consultant shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the Owner.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County.

ARTICLE 10 - INSURANCE

A. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required

under this Paragraph, and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this Contract.

C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$5,000,000.00 on a claims made basis.

D. The Consultant shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under

this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

E. The Consultant shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

F. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the county as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its Officers and employees, from liabilities,

damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and/or any persons employed or utilized by the Consultant in the performance of the Contract. The amount of the indemnification shall be limited to the insurance amounts required under Article 10.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The Consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Contract. The consultant shall not assign, sublet, convey, or transfer its interest in this Contract without the written consent of the County.

ARTICLE 13 - CONFLICT OF INTEREST

The consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Contract.

The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written

notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 14 - FINANCIALS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that

would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract, including "as-builts" or construction record plan sets, if required.

All drawings, maps, sketches, and other data developed or purchased under this Contract or at the County's expense shall be and shall remain the County's property and may be reproduced and reused at the discretion of the County. If the county reuses any of the documents for anything other than their specific intended purposes, the county shall indemnify the Consultant.

The County and the consultant shall comply with the provisions of Florida Statutes, Chapter 119 (Public Records Law).

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and

delivery of this Contract, and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 17 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the consultant to solicit or secure this Contract, and that it has not paid or agreed to

pay any person, company, corporation, individual, or firm, other than a bona fide employee, working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the aware or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 19 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 20 - ENTIRETY OF CONTRACTUAL AGREEMENT/TERM OF CONTRACT

The County and the Consultant agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than

those stated herein. This Contract shall be in effect for four (4) years from the day of acceptance by the County, and may be extended after negotiations with the Consultant, if approved by the Board of County Commissioners for four (4) additional one (1) year increments. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 23 - WAIVER OF CLAIMS

Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the County arising out of this Contract or otherwise related to any task, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such item(s) or provision(s), to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision

of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

No task orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or task order.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a task order for changes to a task in progress

or a contract change order if the original contract is being changed or amended, and the Consultant shall not commence work on any such change until such written task order or change order has been issued and signed by each of the parties.

ARTICLE 26 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after the execution of this Contract, shall be enumerated in each task order.

ARTICLE 27 - FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be held in Nassau County.

ARTICLE 28 - DISPUTES

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Contracts Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Contracts Manager or their designee and a representative of the Consultant. If the dispute is not

settled at that level, the County Attorney shall be notified in writing by the Contracts Manager or his/her designee, and the County Attorney and the County Administrator and the Contracts Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 29 - WAIVER OF TRIAL BY JURY

Both parties agree by the execution of this Agreement to waive any entitlement to a jury trial. Any trial shall be a bench or "Judge" trial.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent via certified mail, return receipt requested, and, if sent to the County shall be mailed to:

J. M. "Chip" Oxley, Jr.
Nassau County Clerk of the Circuit Court
Post Office Box 4000
Fernandina Beach, FL 32035-4000

And, if sent to the Consultant, shall be mailed to:


David K. Kemp, P.E.
Ayres Associates
5220 Shad Road
Suite 200-3
Jacksonville, FL 32257

ARTICLE 31 - HEADINGS

The heading preceding the several Articles and Sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction, or effect.

Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



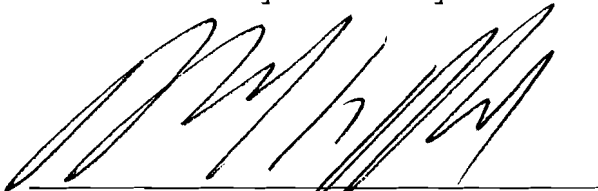
FLOYD L. VANZANT
Its: Chairman

ATTEST:



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


Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

CONSULTANT:

OWEN AYRES & ASSOCIATES, INC.



Nizar Jetha, P.E.
Vice President-Florida Operations



David K. Kemp, P.E.
Regional Manager - Jacksonville

h/anne/agreements/consultant-agmt

CONTRACT ADDENDA

Schedule "A" - Scope of Services

Schedule "B" - Key Personnel

Schedule "C" - Labor Unit Rates

Task Order to contain:

1. Scope of Services for each project.
2. Time schedule for each project.
3. Dollar amount to be paid for each project.
4. How fees will be billed (i.e. hourly, daily, weekly).

SCHEDULE C

HOURLY RATES AND CHARGES

OWEN AYRES & ASSOCIATES, INC.

March 31, 2004

<u>Labor Category</u>	<u>Hourly Billing Rate</u>
Principal/QA Manager	\$152.00
Project Director/Sr. Project Manager	\$138.00
Project Manager	\$125.00
Sr. Roadway Planner/Engineer/Manager (PE)	\$125.00
Roadway Planner/Design Engineer (PE)	\$95.00
Roadway Planner/Designer (EI)	\$65.00
Sr. Drainage Engineer/Manager (PE)	\$125.00
Drainage Design Engineer (PE)	\$95.00
Drainage Designer (EI)	\$65.00
Sr. Structures Engineer/Manager (PE)	\$125.00
Structures Design Engineer (PE)	\$95.00
Structures Designer (EI)	\$65.00
Sr. Utilities/Environmental Engineer/Manager (PE)	\$125.00
Utilities/Environmental Design Engineer (PE)	\$95.00
Utilities/Environmental Designer (EI)	\$65.00
Sr. Hydro-Geologist (PG)	\$105.00
Hydro-Geologist (Non-Registered)	\$70.00
Sr. Environmental Scientist	\$82.00
Environmental Scientist	\$66.00
Environmental Technician	\$58.00
Sr. Designer/Technician/GIS	\$88.00
Sr. CADD Technician	\$72.00
CADD Technician	\$58.00
Sr. Field Inspector	\$76.00
Field Inspector	\$62.00
Sr. Administrative/Clerical/Technical Editor	\$58.00
Administrative/Clerical/Word Processor	\$44.00

Rates may be supplemented by other Labor Categories as required by specific Task Order requirements, subject to review and approval by the County.

The attached Ayres Associates "Equipment Rate Schedule" and "Environmental Rates" shall apply as approved by the County.

Rates and reimbursables may be reviewed and modified annually in accordance with Contract provisions.

SUBCONSULTANT SERVICES

Subconsultant services incidental to performance of services under this Agreement shall be provided in accordance with specific Task Order scope requirements. Scope and fee documentation will be provided as part of the specific Task Order negotiation process.

To: Joyce Bradley

Date: May 11, 2004

Nassau County
Board of County Commissioners
P.O. Box 1010
Fernandina Beach, FL 32035

Project No.:

Re: Professional Engineering
Continuing Contract

Enclosed Under Separate Cover Via _____

No. of Copies	Description
1	Continuing Contract

Sent to you for the following reason:

For Approval Review Completed Revise and Resubmit
 For Your Use Not Reviewed Returned
 For Review and Comment _____

Sent to you via:

Mail Airborne FedEx Courier

Remarks:

Enclosed, per your request, is the executed original continuing contract for professional engineering services. It is our understanding that a certified copy will be returned to us for our files.

Thank you,

*Mailed
5-20-04*

Copy to: File

Signed: David Kemp

TASK ORDER NO. 2

This Task Order is to the AGREEMENT between Nassau County and Ayres Associates Inc (a.k.a. Ayres Associates), known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services attached hereto as Exhibit "A" - Goffinsville / Nassau River Park Civil Engineering Design Services and Exhibit "B" - Ayres Associates Scope and Fee Proposal. Ayres Associates Scope and Fee Proposal is based on the Conceptual Site Plan, Exhibits "F" and "G" as provided by Nassau County on December 14, 2004, which are part of the Management Plan for the Goffinsville-Nassau River Park. Where any scope of services conflict shall arise, that contained in Exhibit "B" - Ayres Associates Scope and Fee Proposal shall prevail.

ARTICLE 2. Budget:

The fee for the Scope of Services shall be performed on a fixed fee basis in the amount of \$129,600.00.

ARTICLE 3. Period of Performance.

Nassau County is required by the Department of Environmental Protection through its Florida Recreation Development Assistance Program (FRDAP) to complete construction of the Project on or before July 31, 2007. Ayres ~~X~~ Associates shall make all reasonable efforts to facilitate that the Project is designed, permitted and bid in sufficient time to allow for completion of construction on or before the above referenced date as set forth by the County's FRDAP agreement.

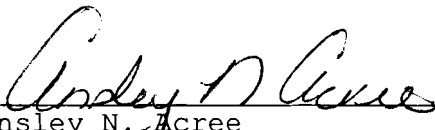
4/1/05
8

ARTICLE 4. Other Provisions.

N/A

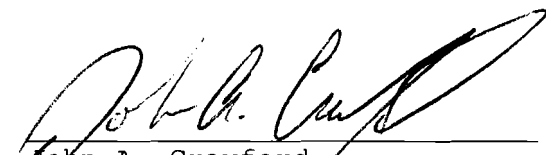
The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



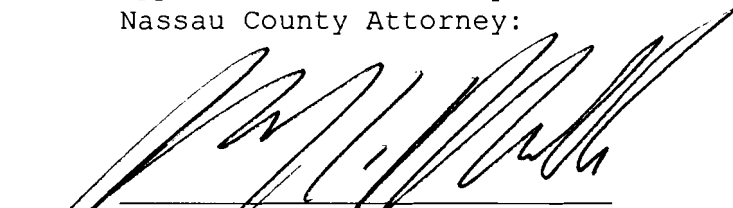
Ansley N. Acree
Its: Chairman

ATTEST:



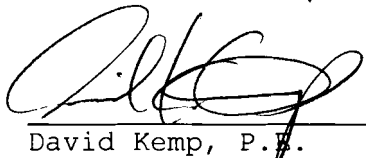
John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



Michael S. Mullin
as 4/1/05

Ayres Associates, Inc



David Kemp, P.E.
Regional Manager

EXHIBIT "A"

SCOPE OF SERVICES Goffinsville/Nassau River Park Civil Engineering Design Services

1. SCOPE OF PROJECT

- A. The intent of the project is to furnish engineering design services for the development of the 19.7 acre Goffinsville - Nassau River Park. The project will include shoreline stabilization, boat /kayak/canoe ramp launching facility, fishing pier, walking trails, covered picnic areas, playground, restroom/vendor facilities (water supply/waste disposal only). Architectural design (including all pertinent mechanical, electrical, plumbing, and structural requirements) for the restroom/vendor facilities will be performed by others. The civil engineering design shall incorporate the impervious area for restroom facilities into the stormwater treatment facility.
- B. It is intended that Consultant's service will result in all drawings, specifications, project manuals, permits, and other documents needed to seek bids, and contract for construction of the project.
- C. The Consultant will be responsible for obtaining all required permits for construction, including approval of Nassau County's Development Review process. The Consultant shall contact the Growth Management Coordinator for Development Review requirements.
- D. The consultant shall perform post design services which include but are not limited to: shop drawing review and approval, change order review, three (3) periodic site visits during critical phases, and as-built plan review and approval.
- E. During bidding, the consultant will answer contractor Requests For Additional Information in writing to the County. The Consultant will review the bid submittal selected by the County for compliance with the bid plans and specifications and will make recommendation to the County.

- F. The Consultant will provide a brief monthly status report to the County's Project Manager with a copy to the Contract Manager and Engineering Services Director. The Consultant will be required to meet with the County's Project Manager as designated by the County Administrator.

II. PROJECT REQUIREMENTS

1. The project shall comply with all the relevant grant documents and shall be within the project budget.
2. The intent of the design is to minimize the disturbance to the natural features, habitat and resources of the existing site.
3. The archeological survey prepared by Bland & Associates shall be taken into consideration during design of the project in order to protect the cultural and archeological resources present on the site. The survey is available in electronic format upon request to Nassau County.
4. All drainage recommendations shall be based on the County Standard Specifications and the regulations and policies of applicable permitting agencies.
5. The Consultant in its design, shall take into consideration tide differential, wave action, etc. to ensure the functionality of the boat ramp launch facility at all times. The Consultant shall also determine whether a "No Wake" or "Slow Speed Minimum Wake" Zone is necessary.
6. The Consultant shall incorporate the requirements set forth in the Management Plan for the Goffinsville-Nassau River Park.
7. The Consultant shall ensure that all facilities provided for in the design are handicap accessible and meet all federal, state and local requirements.
8. The consultant will be required to submit designs at 60%, 90% and 100% for review. At the 90% submittal, a field review will be required. An internal quality control review will be provided prior to all submittals. Proof of these reviews will be kept on file for review by Nassau County at any time.

9. The Consultant shall attend and assist in a Pre-Bid meeting and a Pre-Construction meeting with the contractor.

EXHIBIT "B"

December 22, 2004

Office of the Clerk
Nassau County, Florida
76347 Veterans Way
Yulee, Florida 32097

Re: Nassau County, FL Continuing Engineering Services Contract
Civil Engineering Design Services for the
Goffinsville/Nassau River Park
Scope & Fee Proposal
Owen Ayres & Associates, Inc.

Dear Mr. Salmon:

Thank you for the opportunity to submit this proposal for professional engineering services for the above referenced project. Our submittal is in response to your Request for Proposal (RFP) and our site visit at the Building Maintenance Office in Callahan, FL on December 14, 2004. This presents our scope of services, schedule and fee estimate.

PROJECT DESCRIPTION

The intent of the project is to furnish engineering design services for the development of the 19.7 acre Goffinsville-Nassau River Park. The project will include shoreline stabilization, boat/kayak/canoe ramp launching facility, fishing pier, walking trails, covered picnic areas, playground, and restroom facilities. The civil engineering design shall incorporate the impervious area for restroom facilities into the stormwater treatment facility.

SCOPE OF SERVICES

The civil construction documents for the construction of this project will include demolition, site geometry, fixed boardwalk for fishing, required paving, water and sewer utilities, water treatment plant, septic system/drainfield, grading and drainage, erosion control, and related details. Submittals to the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP) and Nassau County will be prepared as required. An approved Conceptual Master Plan was provided by Nassau County, and the following tasks are required in this effort:

- Conduct two (2) site visits for observation and to gather and review collected data.
- Demolition of incidental features and trees for construction to proceed. Demolition design includes a protection plan for trees and historical features.
- Geometric design of driveways, parking lots, nature trail, fishing dock, boardwalk, playground area, structure siting, landscaping, and storm water treatment facility.
- Drainage design of stormwater collection system and storm water treatment facility.
- Site grading of driveways, parking lots, nature trail, fishing docks, boardwalk, playground area and storm water treatment facility.
- Site lighting for safety and security purposes.
- Utility distribution, collection and treatment systems. This includes a well with a small package water treatment plant, septic tank(s), drainfield(s) and a small package lift station.
- Attend coordination and progress meetings. This includes two (2) trips to Nassau County.
- Development of civil construction plans and technical specifications which will include legend & general notes, demolition, site geometry, utility, water treatment plant, septic system/drainfield, grading and drainage, landscaping, site lighting, and related details.
- Preparation of submittal packages for the County at 60%, 90% and 100% including two (2) formal plan review meetings. Obtain approval from the Nassau County Development Review Process. Preparation of a submittal package for SJRWMD review for the design of storm water management facilities. It is assumed that an Army Corps of Engineers (ACOE) permit will not be required for this project.
- Preparation and submittal packages to FDEP for water well with water treatment plant, septic tank with drainfield, and stormwater management facilities. This includes response to one (1) request for additional information (RAI) on each permit.
- Limited construction assistance including the preparation of construction quantities, construction estimates, shop drawing

review, respond to requests for information (RFI's) and construction certification of the water, sewer and storm water systems. It is assumed the County will be responsible for administration of the construction contract. This includes up to three (3) site visits for meetings, observations and certifications.

Survey: Topographical and wetland survey services will be provided to include that required for plans development on the site.

Soils and Subsurface Investigations: Geotechnical investigation services will be provided to include that required for plans development on the site.

Agency Coordination: Coordination with the County, FDEP, and SJRWMD will be provided as necessary.

Permitting: Permit applications, technical data, and supporting documentation will be submitted to the County, FDEP, and SJRWMD as required.

Right-of-Way Mapping and Acquisition: No additional effort is included in this proposal.

Utilities Relocation and Coordination: No additional effort is included in this proposal.

Traffic Design Report: No additional effort is included in this proposal.

Phase I Environmental Assessment: No additional effort is included in this proposal.

Environmental Studies and Reports: No additional effort is included in this proposal.

Archaeological and Cultural Surveys: No additional effort is included in this proposal.

Architectural Design Services: No additional effort is included in this proposal.

Wetlands Mitigation: No additional effort is included in this proposal.

Public Involvement: No additional effort is included in this proposal.

SERVICES PROVIDED BY THE COUNTY

County will provide to Ayres Associates any As-Built Plan or Study information needed for the development of the project.

County will provide to Ayres Associates any standard Contract Documents needed for the development of the project.

County will provide to Ayres Associates any locations of existing Underground and Overhead (UAO) County-owned utilities needed for the development of the project.

County will pay any permit application fees associated with the proposed project.

ADDITIONAL SERVICES

Should additional services be requested or required beyond that indicated herein, mutually agreed scope, terms, and conditions will be established prior to any work being initiated.

FEE

The lump sum fee for the above-described scope of work is **\$129,600.00**. The total proposed lump sum fee basis summary is presented below.

Hydraulic Study Nassau River:	\$14,500.00
60% Design Plans:	\$45,200.00
90% Design Plans:	\$24,800.00
100% Design Plans:	\$15,600.00
Permitting:	\$11,400.00
Subconsultants/Meetings:	\$18,100.00

TOTAL LUMP SUM FEE: \$129,600.00

Ayres Associates looks forward to working with the County on this project and we await your approval of this Scope and Fee Proposal. Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Owen Ayres & Associates, Inc.

Paul E. Ina, P.E.
Project Manger

cc: David Kemp, PE
File

TASK ORDER NO. 3

This Task Order is to the AGREEMENT between Nassau County and Ayres Associates, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide engineering design and construction plans for construction of a roundabout at the intersection of South 14th Street and Amelia Island Parkway, just north of the Fernandina Beach Airport, as provided in the proposal from Ayres Associates, Inc. dated July 27, 2007 (Attachment A). The project scope includes professional engineering services necessary for administration of the project, agency and utility coordination, design and construction plans, and meetings as outlined within said proposal.

ARTICLE 2. Time Schedule

Ayers Associates, Inc. will commence the project immediately upon receipt of notice to proceed or execution of this Task Order. The 60% plans to be submitted by 02/15/08; the 90% plans to be submitted by April 25, 2008; and Final Plans and specifications to be submitted by May 23, 2008 in accordance with the attached schedule (Attachment "C").

ARTICLE 3. Budget

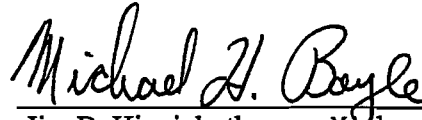
Ayers Associates, Inc. will perform the work on a Lump Sum basis for the amount of \$64,895.00, in accordance with the attached Contract Fee Summary (Attachment "B").

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

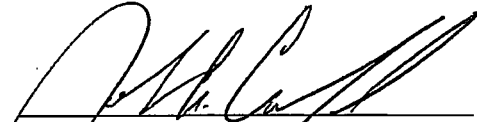
Dated this 28th of November, 2007

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA




~~Jim B. Higginbotham~~ Michael H. Boyle
Its: ~~Chairman~~ Vice Chairman

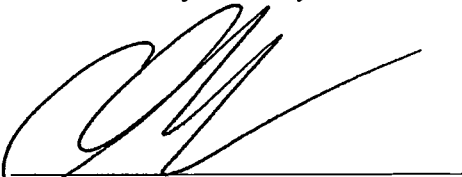
VICE CHAIRMAN'S
ATTEST TO CHAIRMAN'S SIGNATURE:


John A. Crawford
Its: Ex-Officio Clerk

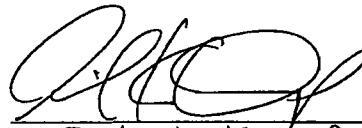
REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY

 DATE 11/29/07

Approved as to form by the
Nassau County Attorney:


David A. Hallman

Ayers Associates, Inc.


By: DAVID E. KEMP
Its: VICE PRESIDENT

14th Street at Amelia Island Parkway Roundabout
SCOPE OF WORK
Nassau County, Florida
July 27, 2007

INTRODUCTION

The proposed project is located in Nassau County, Florida, and consists of engineering design and construction plans for construction of a roundabout at the intersection of South 14th Street and Amelia Island Parkway, just north of the Fernandina Beach Airport.

This is a three-leg intersection in which both roadways are two lane rural roadways, though there are separate turn lanes on all three legs of the intersection. The roadway improvements will include the addition of a roundabout to replace the standard intersection currently in place. The proposed project will include geometric changes, traffic control, and signing and pavement marking. No landscaping or environmental permitting is included in this effort. No improvements to Amelia Road are included in this effort.

SCOPE OF SERVICES

The project scope includes professional engineering services necessary for administration of the project, agency and utility coordination, design and construction plans, and meetings as outlined within this proposal. All analyses and drawings shall be prepared in English units. Plan drawings shall be prepared at a scale of 1"=40 on 11" x 17" paper for plan sheets. Plan preparation will include submittals at 30%, 60%, and 90% and Final Plans Completion. Cost estimates will be submitted at 60%, 90% and Final Plans Completion. The scope of services includes the following:

1 Project General Tasks

Project General Tasks includes additional effort for the following elements:

- Public Involvement
 - Public involvement effort is minimal, estimated at 24 hours, to include attendance at two County Commission Meetings, and preparation of two display boards per meeting
- Specifications Package Preparation
- Contract Maintenance
 - This includes effort for project setup, invoicing, project status reports, and other basic project management functions required to maintain the contract throughout the course of the project
- Prime Consultant / County Project Manager meetings
- DRC Submittal and response to one (1) set of comments.

2 Road Analysis

Roadway Analysis will include modifications to or updates of the following design elements, and includes associated field reviews, technical meetings, quality assurance / quality control, supervision, and coordination:

- Pavement Design Package

- Horizontal/Vertical Master Design Files
- Cross Section Design Files
- Traffic Control Analysis
- Master Traffic Control Design Files
- Design Report
- Computation Book and Quantities
- Cost Estimate

3 Road Plans

Roadway Plans will include modifications to or updates of the following design elements, and includes associated quality assurance / quality control and supervision:

- Key Sheet
- Summary of Pay Items
- Drainage Map
- Typical Section Sheets
- General Notes/Pay Item Notes
- Summary of Quantities
- Project Layout
- Plan/Profile Sheet
- Intersection Plan Sheet
- Lateral Ditch Plan/Profile
- Roadway Soil Survey Sheet
- Cross Sections
- Traffic Control Plan Sheets
- Traffic Control Detail Sheets
- Utility Adjustment Sheets
- SWPPP

4 Drainage

Drainage Design will include updates to or modifications of the following design elements; and includes field reviews, technical meetings, quality assurance / quality control, supervision, and coordination:

- Design of Roadway Ditches
- Drainage Design Documentation Report
- Temporary Drainage Analysis

5 Utilities

Utility coordination and design will include the following tasks, which are continuations of the utility coordination and design begun under the original contract:

- Identify Existing UAO's
- Make Utility Contacts
- Individual/Field Meeting (one meeting)
- Collect and Review Plans and Data from UAO(s)
- Review Utility Markups, Work Schedules, Processing of Schedules and Agreements
- Utility Coordination/Follow-up
- Contract Plans to UAO(s)

6 Environmental Permits

Typically Environmental Permitting is not required on a roundabout, and no formal permitting effort is included in this Scope and Fee estimate. However, minor effort is anticipated in performing preliminary research and contacting the permitting agencies to confirm that no permit will be required. The following tasks are anticipated under this contract associated with environmental permitting, and also includes the associated effort for Quality Assurance / Quality Control, Supervision, and Coordination:

- Preliminary Project Research
- Submit Required Permit Application to SJRWMD - we anticipate this will actually be a letter to SJRWMD requesting ruling of "No Permit Required".
- Technical Meeting (as required to discuss the project with SJRWMD)

7 Signing Analysis

Signing Analysis will include modifications to or updates of the following design elements, and includes associated Quality Assurance / Quality Control, Supervision, and Coordination:

- Traffic Data Analysis
- Reference & Master Design File
- Quantities
- Cost Estimate

8 Signing and Marking Plans

Signing Plans will include modifications to or updates of the following design elements, and includes associated quality assurance / quality control and supervision:

- Key Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheet
- Typical Details

9 Construction Bidding and Assistance

Ayres Associates will provide the following bidding services:

- Coordination of publication of the Advertisement for Bids in the City legal newspapers with City Staff.
- Distribution of one (1) Advertisement for Bids to Contractors and to up to two (2) Plan Houses.
- Preparation and distribution of contract documents to two (2) preselected Plan Houses.
- Preparation and distribution of contract documents to Contractors.
- Response to questions and preparation and distribution of up to three (3) Addendums.
- Conduct one (1) Pre-Bid Meeting.
- Attend one (1) Bid Opening.
- Conduct one (1) review of the bids and prepare one (1) bid tabulation.
- Conduct one (1) review of the bids and/or alternate bids with the City Staff and agree on the base bid and/or alternate bids to be accepted.
- Conduct one (1) review of the qualifications and experience of the selected bidder.
- Prepare one (1) recommendation letter recommending award to selected bidder. The bid of the selected bidder and the engineer's estimate will be listed and a bid tabulation will be included.

Ayres Associates will be allowed to charge prospective bidders a reasonable amount to cover printing and reproduction costs for distribution of bid documents.

10 Construction Assistance

Construction assistance (site inspections, shop drawing review, etc.) is not included under this contract.

SERVICES TO BE PROVIDED BY THE COUNTY

1 Design Survey / Right-of-Way Mapping

Survey shall be provided to Consultant in Microstation V8 format. Specific requirements for topographic survey and right-of-way control survey are as follows:

- 1.1 *Baseline Control* – The Surveyor (County) shall establish control lines relative to the existing right-of-way, with all ground control points referenced to State Plane Coordinates, NAD83 for future use.
- 1.2 *Bench Levels* – Vertical control for the project will originate from existing benchmarks and will loop through the project, with a minimum of one (1) benchmark established for the project. Benchmarks will also be referenced to facilitate re-establishing at a future date.
- 1.3 *Topography* – The Surveyor (County) shall provide topography throughout the project length, including tie in elevations for connection to existing driveways, roads, swales, tree lines, and other survey required to complete the design.
- 1.4 *Utility Designates* - Locate the designated utilities in the following manner: All survey readings taken to measure the location of the designated utility are to be recorded. The survey readings taken are to be on the surface of the ground or pavement above the utility and the surface survey reading should be good for elevation. A statement is to be placed in the description of each survey reading stating where the survey reading was taken (i.e., ground survey reading over gas line, pavement survey reading over a waterline, etc.). In addition, the description shall state the type of the utility (i.e., 2" gas, fiber optic, TV cable, etc.). A station-offset report is to be created showing the station and offset to each utility designated.
- 1.5 *Right-of-Way Mapping* – Right-of-Way Mapping shall be per County requirements and sufficient for County to obtain legal ownership of Right-of-Way required to construct the roundabout and associated improvements. Consultant will provide surveyor (County) with design file showing proposed Right-of-Way location following the 60% Plans Submittal and any updates required to accommodate County comments from the 60% or 90% Plans Submittals.

2 Geotechnical Engineering Services

The objective of geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site to enable informed design decisions to be made for the proposed construction.

- 2.1 For the proposed roadway section, perform auger borings to depth of 6.0 feet at one hundred feet spacing in the roadway improvement areas. Borings shall be taken alternating left of centerline, on centerline, right of centerline, etc. In areas, which have significant organic materials (i.e., muck), these areas will be delineated with additional auger borings. In the stormwater pond areas, it is proposed to perform auger borings to a depth of 20.0 feet for each acre of pond with a minimum of two borings per pond. Borings will be taken at proposed mast arm locations (Shindler Drive only) to accurately determine subsurface conditions for foundation design
- 2.2 Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Additionally, limerock bearing ratio tests will be performed on the anticipated subgrade soil. The testing will be performed to determine the existing subgrade support for roadway design. Recommendations will be made for seasonal groundwater levels and its location relative to the roadway subgrade.

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

- A brief discussion of the planned construction and imposed loading conditions.
- A presentation of the field and laboratory test procedures used and the data obtained.
- Presentation of the existing on-site conditions, such as topography, surface vegetation, etc., as they relate to the planned construction.
- A presentation of subsurface conditions, including subsurface profiles, seasonal high water levels and estimated geotechnical engineering properties (as necessary).
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
- Recommendations for pavement design parameters.
- Recommendations for the required site preparation and earthwork construction.

All laboratory testing and classification will be performed in accordance with applicable County Standards, FDOT standards, ASTM Standards, or AASHTO Standards, as applicable.

ADDITIONAL SERVICES

The scope of services does not include plans modifications due to field conditions. Other items not included in this Scope of Services include:

- Landscape Design
- Lighting Design
- Environmental Permitting (beyond the minimal effort described herein)
- Formal public involvement (beyond the minimal effort described herein)

Should additional services be requested or required beyond that indicated herein, mutually agreed scope, terms, and conditions will be established prior to any work being initiated.

PROPOSED FEE

In accordance with the attached Contract Fee Summary, the work described herein will be provided for a total lump sum fee of \$64,895.00.

This includes the following:

1.	Ayres Engineering Fee	\$ 61,805.00
2.	Ayres Miscellaneous Direct Costs	\$ 3,090.00
	TOTAL	\$ 64,895.00 (see attached)

Activity ID	Description	Original Duration	Early Start	Early Finish	2007												2008			
					AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
30% Plans Phase																				
0001	30% Plans Phase	69 *	09/17/07	12/21/07																
0002	Notice to Proceed	0	09/17/07																	
0003	Survey	32	09/17/07	10/31/07																
0004	Geotechnical Evaluation	17	10/08/07	10/31/07																
0005	Develop 30% Plans	22	10/31/07	11/30/07																
0006	Submit 30% Plans	0		11/30/07																
0007	County Review of 30% Plans	15	11/30/07	12/21/07																
60% Plans Phase																				
0008	60% Plans Phase	70 *	11/30/07	03/07/08																
0009	Request Permit Determination Letter	15	11/30/07	12/21/07																
0010	Develop 60% Plans	32	01/02/08	02/15/08																
0011	Submit 60% Plans	0		02/15/08																
0012	County Review of 60% Plans	15	02/15/08	03/07/08																
90% Plans Phase																				
0013	90% Plans Phase	35 *	03/07/08	04/25/08																
0014	90% Plans and Specs Development	20	03/07/08	04/04/08																
0015	90% Plans and Specs Submittal	0		04/04/08																
0016	County Review of 90% Plans	15	04/04/08	04/25/08																
Final Plans Phase																				
0017	Final Plans Phase	20 *	04/25/08	05/23/08																
0018	Final Plans and Specs Development	20	04/25/08	05/23/08																
0019	Submit Final Plans and Specs	0		05/23/08																

	Early start point		Progress point
	Early finish point		Critical point
	Early bar		Summary point
	Progress bar		Start milestone point
	Critical bar		Finish milestone point
	Summary bar		

14th Street Roundabout



**CONTRACT FEE SUMMARY
NASSAU COUNTY, FLORIDA**

PART I - GENERAL				
1. Project Amelia Island Parkway at S. 14th St. Roundabout		2. Proposal Number 1 - Original Contract		
3. Consultant Name Ayres Associates Inc		4. Date of Proposal 7/27/2007		
PART II - LABOR RELATED COSTS				
5. Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTALS
Sr. Project Manager	\$138.00	36	\$ 4,968.00	
Sr. Roadway Engineer	\$125.00	106	\$ 13,250.00	
Roadway Engineer (PE)	\$95.00	129	\$ 12,255.00	
Roadway Designer (EI)	\$65.00	114	\$ 7,410.00	
Sr. Designer	\$88.00	143	\$ 12,584.00	
Sr. CADD Technician	\$72.00	60	\$ 4,320.00	
CADD Technician	\$58.00	60	\$ 3,480.00	
Sr. Administrative	\$58.00	61	\$ 3,538.00	
Total Labor	\$ 87.17	709		\$ 61,805.00
PART III - OTHER COSTS				
10. Miscellaneous Direct Costs				
MISCELLANEOUS DIRECT COSTS SUBTOTAL (5% of Labor Total)				\$ 3,090.00
11. Subcontracts/Bridge Design (Lump Sum)				
				\$ -
SUBCONTRACTS/PREVIOUS SERVICES CREDIT (LUMP SUM) SUBTOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10, and 11)				\$ 64,895.00
12. Reimbursable Costs (Limiting Amount)				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL REIMBURSABLE COSTS				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 8, 9, 10, 11, and 12)				\$ 64,895.00

**PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
FINAL DESIGN & PLANS PREPARATION**

CONSULTANT:		Ayrco Associates Inc		PROJECT NAME:		Palm Harbor Parkway												
RFP NUMBER:		1 - Original Contract		LOCATION:		S. 14th Street at Amelia Island Parkway												
ESTIMATOR NAME / DATE:		Amy Wright, PE		7/27/2007														
ACTIVITY	Sr. Project Manager		Sr. Roadway Engineer		Roadway Engineer (PE)		Roadway Designer (EI)		Sr. Designer		Sr. CADD Technician		CADD Technician		Sr. Administrative		TOTAL HOURS BY ACTIVITY	SALARY COST BY ACTIVITY
	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR	STAFF	LABOR		
	RATE = \$138.00	RATE = \$125.00	RATE = \$85.00	RATE = \$65.00	RATE = \$88.00	RATE = \$72.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00	RATE = \$58.00		
	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST		
FINAL DESIGN																		
1.0 Project General Tasks	10	\$ 1,380.00	30	\$ 3,750.00	20	\$ 1,900.00	5	\$ 325.00	5	\$ 440.00	5	\$ 360.00	5	\$ 290.00	21	\$ 1,218.00	101	\$ 9,863.00
2.0 Roadway Analysis	4	\$ 552.00	22	\$ 2,750.00	43	\$ 4,065.00	43	\$ 2,785.00	54	\$ 4,752.00	22	\$ 1,584.00	22	\$ 1,276.00	6	\$ 348.00	216	\$ 18,142.00
3.0 Roadway Plans	3	\$ 414.00	15	\$ 1,875.00	31	\$ 2,945.00	31	\$ 2,015.00	38	\$ 3,344.00	15	\$ 1,080.00	15	\$ 870.00	5	\$ 290.00	153	\$ 12,833.00
4.0 Drainage Analysis & Design	1	\$ 138.00	3	\$ 375.00	5	\$ 475.00	5	\$ 325.00	7	\$ 618.00	3	\$ 216.00	3	\$ 174.00	0	\$ -	27	\$ 2,319.00
5.0 Utilities	1	\$ 138.00	4	\$ 500.00	7	\$ 605.00	7	\$ 455.00	9	\$ 792.00	4	\$ 288.00	4	\$ 232.00	0	\$ -	38	\$ 3,070.00
6.0 Environmental Permits	0	\$ -	2	\$ 250.00	4	\$ 350.00	4	\$ 260.00	6	\$ 528.00	2	\$ 144.00	2	\$ 116.00	2	\$ 116.00	22	\$ 1,794.00
7.0 Signing & Marking Analysis	1	\$ 138.00	5	\$ 625.00	10	\$ 850.00	10	\$ 650.00	13	\$ 1,144.00	5	\$ 360.00	5	\$ 290.00	1	\$ 58.00	50	\$ 4,215.00
8.0 Signing & Marking Plans	1	\$ 138.00	4	\$ 500.00	8	\$ 685.00	8	\$ 525.00	11	\$ 969.00	4	\$ 288.00	4	\$ 232.00	2	\$ 116.00	44	\$ 3,682.00
9.0 Construction Bidding Assistance	15	\$ 2,070.00	21	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 1,392.00	80	\$ 6,987.00
FINAL DESIGN TOTALS	76	\$ 4,968.00	108	\$ 13,250.00	129	\$ 12,255.00	114	\$ 7,410.00	143	\$ 12,584.00	60	\$ 4,320.00	60	\$ 3,480.00	61	\$ 3,538.00	709	\$ 61,895.00
PROJECT TOTALS	76	\$ 4,968.00	108	\$ 13,250.00	129	\$ 12,255.00	114	\$ 7,410.00	143	\$ 12,584.00	60	\$ 4,320.00	60	\$ 3,480.00	61	\$ 3,538.00	709	\$ 61,895.00

STAFF HOUR SUMMARY

CONSULTANT NAME: Ayres Associates Inc
 ESTIMATOR NAME: Amy Wright, PE
 DATE: 7/27/2007

PROJECT NAME: Amelia Island Parkway at S. 14th St. Roundabout
 LOCATION: S. 14th Street at Amelia Island Parkway
 RFP NO.: 1 - Original Contract

TASK NO.	TASKS	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1.0	General Tasks			
	Totals:		101	
2.0	Roadway Analysis			
	Totals:		216	
3.0	Roadway Plans			
	Totals:	33	153	
4.0	Drainage Analysis & Design			
	Totals:		27	
5.0	Utilities			
	Totals:		36	
6.0	Environmental Permits			
	Totals:		22	
7.0	Signing & Markings Analysis			
	Totals:		50	
8.0	Signing & Markings Plans			
	Totals:	8	44	
8.0	Signing & Markings Plans			
	Totals:		60	
	TOTALS:	41	709	

PROJECT GENERAL TASKS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates, Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
LOCATION:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
1.1	Public Involvement	LS	1	24	24	
1.2	Joint Project Agreements	EA	0	0	0	
1.3	Specifications Package Preparation	LS	1	48	48	
1.4	Contract Maintenance	LS	1	20	20	
1.5	Value Engineering (Multi-discipline Team) Review	LS	1	0	0	
1.6	Prime Consultant Project Manager Meetings	LS	1	9	9	Three meetings at 3 hours each
3. General Tasks Total					101	

ROADWAY ANALYSIS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
LOCATION:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
2.1	Typical Section Package	LS	1	0	0	
2.2	Pavement Design Package	LS	1	4	4	Pavement design recommendations to be provided by geotechnical engineer, confirmed by Ayres staff
2.3	Access Management	LS	1	0	0	
2.4	Horizontal /Vertical Master Design Files	LS	1	60	60	
2.5	Cross Section Design Files	LS	1	16	16	
2.6	Traffic Control Analysis	LS	1	16	16	
2.7	Master TCP Design Files	LS	1	32	32	
2.8	Design Variations and Exceptions	LS	1	0	0	
2.9	Design Report	LS	1	4	4	
2.10	Computation Book & Quantities	LS	1	12	12	
2.11	Cost Estimate	LS	1	40	40	10 hours per estimate at 4 estimates (30%, 60%, 90%, Final)
2.12	Technical Special Provisions	LS	1	0	0	
Roadway Analysis Technical Subtotal					184	
2.13	Field Reviews	LS	1	6	6	Assumes 3 visits at 2 hours each
2.14	Technical Meetings	LS	1	8	8	Assumes 2 attendees, at 2 visits, 2 hours each
2.15	Quality Assurance/Quality Control	LS	%	5%	9	
2.16	Independent Peer Review	LS	%	0%	0	
2.17	Supervision	LS	%	5%	9	
Roadway Analysis Nontechnical Subtotal					32	
2.18	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					216	

ROADWAY PLANS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME: Amelia Island Parkway at S. 14th St Roundabout
LOCATION: S. 14th Street at Amelia Island Parkway
RFP NO.: 1 - Original Contract

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
3.1	Key Sheet	Sheet	1	4	1	4	
3.2	Summary of Pay Items-including Quantity Input	Sheet	1	8	1	8	
3.3	Drainage Map	Sheet	1	4	1	4	
3.4	Interchange Drainage Map	Sheet	0	0	0	0	
3.5	Typical Section Sheets	Sheet	1	8	1	8	
3.6	General Notes/Pay Item notes	Sheet	1	4	1	4	
3.7	Summary of Quantities	Sheet	1	8	1	8	
3.8	Box Culvert Data Sheet	Sheet	0	0	0	0	
3.9	Bridge Hydraulics Recommendation Sheets	Sheet	0	0	0	0	
3.10	Summary of Drainage Structures	Sheet	0	0	0	0	
3.11	Optional Pipe/ Culvert Material	Sheet	0	0	0	0	
3.12	Project Layout	Sheet	1	8	1	8	
3.13	Plan/Profile Sheet	Sheet	3	8	3	24	
3.14	Profile Sheet	Sheet	0	0	0	0	
3.15	Intersection (Roundabout) Plan Sheet	Sheet	1	8	1	8	
3.16	Special Profile	Sheet	0	0	0	0	
3.17	Back of Sidewalk Profile Sheet	Sheet	0	0	0	0	
3.18	Interchange Layout Sheet	Sheet	0	0	0	0	
3.19	Ramp Terminal Details (Plan View)	Sheet	0	0	0	0	
3.20	Intersection Layout Details	Sheet	0	0	0	0	
3.21	Miscellaneous Detail Sheets	Sheet	0	0	0	0	
3.22	Drainage Structure Sheet (per Structure)	EA	0	0	0	0	
3.23	Miscellaneous Drainage Detail Sheets	Sheet	0	0	0	0	

ROADWAY PLANS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME: Amelia Island Parkway at S. 14th St. Roundabout
LOCATION: S. 14th Street at Amelia Island Parkway
RFP NO.: 1 - Original Contract

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
3.24	Lateral Ditch Plan/Profile	Sheet	3	4	3	12	
3.25	Lateral Ditch Cross sections	EA	0	0	0	0	
3.26	Retention/Detention Ponds Detail Sheet	Sheet	0	0	0	0	
3.27	Retention Pond Cross Sections	EA	0	0	0	0	
3.28	Cross-section Pattern Sheet	Sheet	0	0	0	0	
3.29	Roadway Soil Survey Sheet	Sheet	1	1	1	1	Sheet provided by geotechnical engineer (County)
3.30	Cross Sections	EA	30	0.25	10	8	Assumes 1 cross section every 50', three cross sections per page.
3.31	Traffic Control Plan Sheets	Sheet	3	8	3	24	
3.32	Traffic Control Cross Section Sheets	EA	0	0		0	
3.33	Traffic Control Detail Sheets	Sheet	1	6	1	6	
3.34	Utility Adjustment Sheets	Sheet	3	4	3	12	
3.35	Selective Clearing and Grubbing	Sheet	0	0	0	0	
3.36	Erosion Control Plan	Sheet	0	0	0	0	
3.37	SWPPP	Sheet	1	0	1	0	
3.38	Project Control Network Sheet	Sheet	0	0	0	0	
3.39	Interim Standards	LS	1	0		0	
3.40	Utility Verification Sheet (SUE data)	Sheet	0	0	0	0	
Roadway Plans Technical Subtotal					33	139	
3.41	Quality Assurance/Quality Control	LS	%	5%		7	
3.42	Supervision	LS	%	5%		7	
5. Roadway Plans Total					33	153	

DRAINAGE ANALYSIS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc.
Amy Wright, PE
7/27/2007

PROJECT NAME: Amelia Island Parkway at S. 14th St. Roundabout
LOCATION: S. 14th Street at Amelia Island Parkway
RFP NO.: 1- Original Contract

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
4.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	
4.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
4.3	Design of Cross Drains	EA	0	0	0	
4.4	Design of Roadway Ditches	LS	1	8	8	
4.5	Design of Outfalls	EA	0	0	0	
4.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	
4.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per System	0	0	0	
4.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	
4.9	Design of Storm Drains	EA	0	0	0	
4.10	Optional Culvert Material	LS	0	0	0	
4.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
4.12	Drainage Wells	EA	0	0	0	
4.13	Drainage Design Documentation Report	LS	1	8	8	
4.14	Preparation of Bridge Hydraulic Report	EA	0	0	0	
4.15	Temporary Drainage Analysis	LS	1	4	4	
4.16	Cost Estimate	LS	1	0	0	
4.17	Technical Special Provisions	LS	1	0	0	
Drainage Analysis Technical Subtotal					20	
4.18	Field Reviews	LS	1	4	4	
4.19	Technical Meetings	LS	1	0	0	
4.20	Quality Assurance/Quality Control	LS	%	5%	1	
4.21	Independent Peer Review	LS	%	0%	0	
4.22	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal					6	
4.23	Coordination	LS	%	2%	1	
6. Drainage Analysis Total					27	

UTILITIES

CONSULTANT NAME:-
ESTIMATOR NAME:-
DATE:

Ayres Associates Inc
 Amy Wright, PE
 7/27/2007

PROJECT NAME:- Amelia Island Parkway at S. 14th St. Roundabout
LOCATION: S. 14th Street at Amelia Island Parkway.
REP NO.: 1 - Original Contract

Task No.	TASK	Units	No of Units	Hours / Unit	Total Hours	Comments
5.1	Kickoff Meeting	LS	1	0	0	
5.2	Identify Existing UAOs	LS	1	4	4	
5.3	Make Utility Contacts	LS	1	4	4	
5.4	Exception Coordination	LS	1	0	0	
5.5	Preliminary Utility Meeting	LS	1	0	0	
5.6	Individual/Field Meetings	LS	1	4	4	
5.7	Collect and Review Plans and Data from UAO(s)	LS	1	12	12	
5.8	Subordination of Easements Coordination	LS	1	0	0	
5.9	Utility Design Meeting	LS	1	0	0	
5.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	4	4	
5.11	Utility Coordination / Followup	LS	1	4	4	
5.12	Utility Constructability Review	LS	1	0	0	
5.13	Additional Utility Services	LS	1	0	0	
5.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
5.15	Contract Plans to UAO(s)	LS	1	4	4	
5.16	Certification/Close-out	LS	1	0	0	
Utilities Total					36	

ENVIRONMENTAL PERMITS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
LOCATION:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
6.1	Preliminary Project Research	LS	1	4	4	
6.2	Complete Permit Involvement Form	LS	1	0	0	
6.3	Establish Wetland Jurisdictional Lines	LS	1	4	4	Initial consultation by wetland expert to confirm no wetlands
6.4	Agency Verification of Wetland Data	LS	1	0	0	
6.5	Complete And Submit All Required Permit Applications	LS	1	8	8	Letter requesting ruling of "no permit required" for ERP.
6.6	Prepare Dredge and Fill Sketches	LS	1	0	0	
6.7	Prepare USCG Permit Sketches	LS	1	0	0	
6.8	Prepare Easement Sketches	LS	1	0	0	
6.9	Prepare RW Occupancy Sketches	LS	1	0	0	
6.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS	1	0	0	
6.11	Prepare Tree Permit Information	LS	1	0	0	
6.12	Mitigation Coordination and Meetings	LS	1	0	0	
6.13	Mitigation Design	LS	1	0	0	
6.14	Environmental Clearances	LS	1	0	0	
Environmental Permits Technical Subtotal					16	
6.15	Technical Meetings	LS	1	4	4	
6.15	Quality Assurance/Quality Control	LS	%	0%	0	
6.17	Supervision	LS	%	5%	1	
Environmental Permits Nontechnical SubTotal					5	
6.18	Coordination	LS	%	5%	1	
8. Environmental Permits Total					22	

SIGNING AND MARKING ANALYSIS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
LOCATION:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
7.1	Traffic Data Analysis	LS	1	2	2	
7.2	No Passing Zone Study	LS	1	0	0	
7.3	Reference and Master Design File	LS	1	16	16	
7.4	Multi Post Sign Support Calculations	EA	0	4	0	
7.5	Sign Panel Design Analysis	EA	0	0	0	
7.6	Sign Lighting/Electrical Calculations	EA	0	0	0	
7.7	Quantities	LS	1	12	12	
7.8	Computation Book	LS	1	0	0	
7.9	Cost Estimate	LS	1	16	16	4 hours per estimate, 4 estimates (30%, 60%, 90%, Final)
7.10	Technical Special Provisions	LS	1	0	0	
Signing & Pavement Marking Analysis Technical Subtotal					46	
7.11	Field Reviews	LS	1	0	0	
7.12	Technical Meetings	LS	1	0	0	
7.13	Quality Assurance/Quality Control	LS	%	5%	2	
7.14	Independent Peer Review	LS	%	0%	0	
7.15	Supervision	LS	%	5%	2	
Signing & Pavement Marking Analysis Nontechnical Subtotal					4	
7.16	Coordination	LS	%	0%	0	
Signing & Pavement Marking Analysis Total					50	

SIGNING AND MARKING PLANS

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
LOCATION:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
8.1	Key Sheet	Sheet	1	4	1	4	
8.2	Summary of Pay Items-including CES Input	LS	1	0		0	
8.3	Tabulation of Quantities	Sheet	1	8	1	8	
8.4	General Notes./ Pay Item Notes	Sheet	1	4	1	4	
8.5	Project Layout	Sheet	1	4	1	4	
8.6	Plan Sheet	Sheet	3	4	3	12	
8.7	Typical Details	EA	2	4	1	8	
8.8	Guide Sign Work Sheet (s)	EA	0	0		0	
8.9	Traffic Monitoring Site	EA	0	0		0	
8.10	Cross Sections	EA	0	0		0	
8.11	Special Service Point Detail	EA	0	0		0	
8.12	Special Details	LS	1	0		0	
8.13	Interim Standards	LS	1	0		0	
Signing & Pavement Marking Plans Technical Subtotal					8	40	
8.14	Quality Assurance/Quality Control	LS	%	5%		2	
8.15	Supervision	LS	%	5%		2	
Signing & Pavement Marking Plans Total					8	44	

CONSTRUCTION BIDDING ASSISTANCE

CONSULTANT NAME:
ESTIMATOR NAME:
DATE:

Ayres Associates Inc
Amy Wright, PE
7/27/2007

PROJECT NAME:
FROM:
RFP NO.:

Amelia Island Parkway at S. 14th St. Roundabout
S. 14th Street at Amelia Island Parkway
1 - Original Contract

TASK NO.	TASKS	UNITS	NO. OF UNITS	HRS PER UNIT	TOTAL HOURS	COMMENTS
9.0	Construction Bidding Assistance					
9.1	Printing & Distribution of Bid Documents	LS	1	8	8	
9.2	Repond to RAIs	LS	1	8	8	
9.3	Preparation and Distribution of Addenda	EA	2	8	16	
9.4	Pre-Bid Meeting	LS	1	4	4	
9.5	Bid Opening	LS	1	4	4	
9.6	Review of Bids/Tabulation	LS	1	8	8	
9.7	Review of Bids w/City Staff	LS	1	4	4	
9.8	Review of selected bidders quals and experience	LS	1	4	4	
9.9	Preparation of recommendation letter	LS	1	4	4	
CONSTRUCTION BIDDING ASSISTANCE TOTALS					60	



July 27, 2007

Mr. Jonathan Page, PE
Nassau County
Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Re: 14th Street at Amelia Island Parkway Roundabout

Subject: Scope and Fee Proposal Submittal

Dear Mr. Page

Attached is another revision to our scope and fee for the above referenced project. The fee remains the same as that proposed in our previous submittal: \$ 64,895.00 (lump sum). However, per your e-mail on Tuesday, I added a line to our scope noting that we would be making a DRC submittal and response to one (1) set of comments. Producing the 24" x 36" plan sets will not be a problem and can be accommodated within the budget we have presented for Miscellaneous Direct Costs.

The following summarizes our understanding of the project and some of the specific items to be aware of in our scope and fee:

This project will involve construction of a roundabout to replace the existing standard tee-shaped intersection at the intersection of South 14th Street and Amelia Island Parkway. This effort will primarily include roadway plans and analysis, including signing and marking. There appears to be little drainage analysis required and we anticipate only minimal environmental permitting, as there are no existing drainage facilities (swales, storm sewers, or cross drains) in the intersection, and the St. Johns River Water Management District typically classifies roundabouts in the same category as "intersection safety improvements" and generally does not require an Environmental Resource Permit. We are also including only a minimal effort for public involvement, assuming attendance at two County Commission meetings and preparation of two display boards per meeting.

Survey and geotechnical scope have been included and we have listed these as "Services to be Provided by the County", assuming you will utilize one of the County's continuing services providers in these fields to supply these services.

No effort is included for Landscape Design, Lighting Design, or Construction Assistance in this contract. Should the County wish Ayres to provide these services, we will happily submit an additional estimate for those services. Similarly, should the project entail greater environmental permitting or public involvement than that described in the Scope of Services attached, we will be happy to provide an estimate and scope for those efforts as well.

Engineers/Planners/Scientists
5220 Shad Road, Suite 200-3, Jacksonville, FL 32257
(904) 260-6288, FAX (904) 262-5536
www.AyresAssociates.com

We look forward to discussing the attached scope and fee proposal with you. I am available to discuss any aspects presented herein with you at your convenience.

Sincerely,

Ayres Associates Inc

A handwritten signature in cursive script that reads "Amy P. Wright".

Amy P. Wright, PE
Project Manager

Enclosures

cc: Project File
David Kemp / Ayres
Kevin Shell / Ayres

AYRES ASSOCIATES, INC.
TASK ORDER NO. 4

This Task Order is to the AGREEMENT between Nassau County and Ayres Associates, Inc., known as the Continuing Contract for Consulting Professional Services, Nassau County, Florida, dated April 26, 2004. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

Scope of Services is to provide professional services in the development of the Nassau County Stormwater Master Plan (SWMP), as provided in the proposal from Ayres Associates, Inc. dated March 20, 2008 (Exhibit A). The project scope includes verbatim the original scope and required deliverables which is contained in the "Cost Share Agreement between the St. Johns River Water Management District (SJRWMD) and Nassau County for Nassau County Stormwater Master Plan Development (CSA)" (Exhibit B). As agreed, some of the items within the project scope will be performed or provided by the County as part of the County's cost-share responsibility. The attached proposal delineates the responsible parties for each task/subtask in the master scope.

ARTICLE 2. Time Schedule

The effective date of this Task Order is contingent upon the execution of the CSA which shall be effective the date upon which the last party of the Agreement has dated and executed the same. Ayers Associates, Inc. will commence the project upon a notice to proceed or execution of this Task Order. The completion date shall be no later than September 30, 2008, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date. Ayres Associates shall perform the work and submit the required deliverables in a timely manner that will ensure Nassau County's compliance with the scheduled time frames and deliverables provided in Section V of the CSA.

ARTICLE 3. Budget

Ayers Associates, Inc. will perform the work on a Lump Sum basis for the amount of \$50,000.00, in accordance with the time frames, deliverables, and budget provided in Section V of the CSA.

ARTICLE 4. Stop Work/Termination of Task

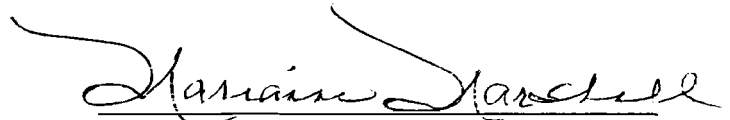
In the event that the funding under the CSA is unavailable, the County may issue a Stop Work on this Task Order. Any Stop Work shall be made in writing to Ayres Associates and is effective upon receipt of same. The County agrees to pay Ayres Associates for all services performed prior to the effective date of the Stop Work.

ARTICLE 5. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

Dated this 9th of April, 2008

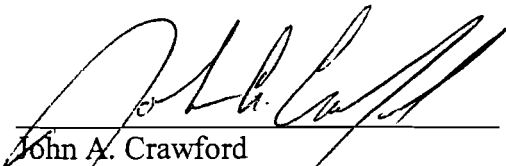
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Marianne Marshall

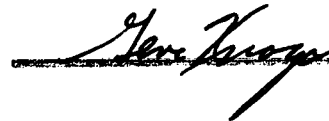
Its: Chair

ATTEST TO CHAIR'S SIGNATURE:



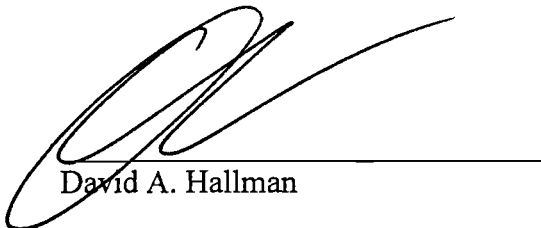
John A. Crawford
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY




DATE 4/10/08

Approved as to form by the
Nassau County Attorney:



David A. Hallman

Ayers ¹⁶
~~Ayers~~ Associates, Inc.



By: DAVID K. KEMP
Its: VICE PRESIDENT

EXHIBIT A

AYRES
ASSOCIATES

March 20, 2008

Mr. Jonathan Page, PE, Project Manager
Nassau County
Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

Re: Nassau County Stormwater Master Plan (SWMP)
Ayres Associates Project No. 30-1702.00

Subject: Scope and Fee Proposal

Dear Mr. Page:

We are pleased to submit this fee proposal for the Nassau County Stormwater Master Plan (SWMP).

It is our understanding that the scope for this project was originally provided by the St. Johns River Water Management District (SJRWMD) and will be incorporated into the Cost Share Agreement between SJRWMD and the County. It is our intent to utilize this scope verbatim in the development of the Nassau County SWMP and in completing the required deliverables for this project. However, per our discussion on Wednesday, March 12, there are some items within the project scope that will be performed or provided by the County as part of the County's cost-share responsibility. This letter will delineate the responsible parties for each task/subtask in the master scope. Listed in the enclosed table are each of the tasks and subtasks and the agreed upon responsible parties for each:

In general, the County will provide Ayres Associates with a significant portion of the information to be gathered in the data collection subtask, and Ayres Associates will obtain the remainder through contacts with SJRWMD and other state and federal agencies. Ayres Associates will perform the vast majority of the remainder of the work in Part I, with the County provided input, coordination and monitoring of progress. Additionally, it is anticipated that the County's GIS department will perform a significant role in coordination with Ayres Associates' GIS personnel to incorporate any collected data into the County's GIS system.

Sincerely,

Ayres Associates Inc



Amy P. Wright, PE
Project Manager

Enclosure

cc: Douglas Seaman, PE (Nassau County)
David Kemp, PE (Ayres)
Kymie Crews, PE (Ayres)
File

**Task / Responsibility List - Nassau County Stormwater Master Plan
Part I: Existing Stormwater Management System Evaluation**

Tasks		Responsibility	Notes
1	DATA COLLECTION AND EVALUATION		
a	All existing reports, as-built drawings and survey data in the study area.	County	
b	Hydrologic meteorological records.	Ayres Associates	
c	Existing and proposed drainage systems.	County	
d	Most recent existing aerial photography (with and without contours) from the District.	County	
e	Documentation of past flooding complaints.	County	
f	Documented finished floor elevations.	Not included	County does not have this information.
g	Present and projected land use within the study area including all Development of Regional Impacts (DRIs), Planned Unit Developments (PUDs), Environmental Impact Statements (EISs), major subdivision plats, and other large developments which has been approved by or approvals filed with the District.	County	
h	Existing water quality data for lakes and major rivers.	County	
i	Existing waterbodies and wetlands relative to water quality, quantity within the watersheds and mitigation potential.	County	
j	Rules, regulations, ordinances, and laws (local, state, federal) pertinent to the study area.	County / Ayres	County to provide local, Ayres to obtain state and federal
k	Archeological resources.	County	
l	National Wetlands Inventory Maps (NWI).	County	
m	Florida Land Use Cover and Classification System Maps (FLUCCS).	County	
n	Proposed wetland mitigation areas already approved by regulatory agencies, as of the effective date of the contract.	County	
o	Contact SJRWMD for additional data	Ayres Associates	
p	Contact FDOT, FDEP, USEPA, FEMA for additional data	Ayres Associates	
q	Populate FEMA compliant data model	Ayres Associates	
r	Develop Data Collection and Evaluation Report Section	Ayres Associates	
2	SYSTEM INVENTORY AND MAPPING		
a	Base Maps	Ayres Associates	
b	Problem Identification		
	Attend one (1) meeting w/ County staff to ID problem areas	Ayres Associates	
	Add to base maps, assume 10 problem areas	Ayres Associates	
c	Stormwater Model Schematic (develop schematic and add it to base m	Ayres Associates	
d	Field Reconnaissance (assumes one week in the field for one (1) pers	Ayres Associates	
e	Survey Plan	Ayres Associates	
f	Structure Mapping	County / Ayres	
3	WETLAND INVENTORY		
a	Preliminary Wetland Screening (32 major watersheds, assume 1 hour	Ayres Associates	
b	Wetland Functional Assessment	Ayres Associates	
4	WATER QUALITY		
a	Water Quality Data Review	Ayres Associates	
5	DATA COLLECTION NETWORK REVIEW		
a	Review Water Resource Quantity and Quality Data Collection Network	Ayres Associates	
6	REPORT DEVELOPMENT		
a	Report	Ayres Associates	
7	MEETINGS AND COORDINATION		
a	One (1) project kickoff meeting	County / Ayres	
b	Four (4) monthly meetings	County / Ayres	
c	Coordination	County / Ayres	

**Fee Estimate - Nassau County Stormwater Master Plan
Part I: Existing Stormwater Management System Evaluation**

Tasks	Sr. Project Manager	Sr. Project Engineer	Design Engineer / Project Scientist	GIS Specialist	Environmental Scientist	Sr. Administrative	Total Manhours	Total Labor Cost	Direct Expenses (5% approx)	Total Cost
	\$138 per hour	\$125 per hour	\$95 per hour	\$88 per hour	\$66 per hour	\$58 per hour				
1 DATA COLLECTION AND EVALUATION										
All existing reports, as-built drawings and survey data in the study area.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
b Hydrologic meteorological records.	0	0	2	0	0	0	2	\$ 190.00	\$ 10.00	\$ 200.00
c Existing and proposed drainage systems.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Most recent existing aerial photography (with and without contours) from the District.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
e Documentation of past flooding complaints.	0	0	0	1	0	0	1	\$ 88.00	\$ 4.00	\$ 92.00
f Documented finished floor elevations.				COUNTY DOES NOT HAVE THIS INFORMATION						
Present and projected land use within the study area including all Development of Regional Impacts (DRIs), Planned Unit Developments (PUDs), Environmental Impact Statements (EISs), major subdivision plats, and other large developments which has been approved by or approvals filed with the District.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
h Existing water quality data for lakes and major rivers.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Existing waterbodies and wetlands relative to water quality, quantity within the watersheds and mitigation potential.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
i Rules, regulations, ordinances, and laws (local, state, federal) pertinent to the study area.	0	0	4	0	0	0	4	\$ 380.00	\$ 19.00	\$ 399.00
k Archeological resources.	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
l National Wetlands Inventory Maps (NWI).	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
m Florida Land Use Cover and Classification System Maps (FLUCCs).	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
Proposed wetland mitigation areas already approved by regulatory agencies, as of the effective date of the contract.	0	0	0	0	0	8	8	\$ 464.00	\$ 23.00	\$ 487.00
o Contact SJRWMD for additional data	0	2	0	0	0	0	2	\$ 250.00	\$ 13.00	\$ 263.00
p Contact FDOT, FDEP, USEPA, FEMA for additional data	0	8	0	0	0	0	8	\$ 1,000.00	\$ 50.00	\$ 1,050.00
q Populate FEMA compliant data model	0	0	0	16	0	0	16	\$ 1,408.00	\$ 70.00	\$ 1,478.00
r Develop Data Collection and Evaluation Report Section	4	4	0	0	0	0	8	\$ 1,052.00	\$ 53.00	\$ 1,105.00
Project Management (invoicing, contract setup, monthly status reports)	3	0	0	0	0	2	5	\$ 530.00	\$ 32.00	\$ 562.00
Task 1 Totals	7	14	6	17	0	10	54	\$ 5,362.00	\$ 274.00	\$ 5,636.00
2 SYSTEM INVENTORY AND MAPPING										
a Base Maps	4	8	0	100	0	0	112	\$ 10,352.00	\$ 518.00	\$ 10,870.00
b Problem Identification								\$ -	\$ -	\$ -
Attend one (1) meeting w/ County staff to ID problem areas.	4	4	0	0	0	0	8	\$ 1,052.00	\$ 53.00	\$ 1,105.00
Add to base maps, assume 10 problem areas	0	0	0	20	0	0	20	\$ 1,760.00	\$ 88.00	\$ 1,848.00
c Stormwater Model Schematic (develop schematic and add it to base n	1	16	0	8	0	0	25	\$ 2,842.00	\$ 142.00	\$ 2,984.00
d Field Reconnaissance (assume one week in the field for one (1) pers	2	44	0	0	0	0	46	\$ 5,776.00	\$ 289.00	\$ 6,065.00
e Survey Plan	4	4	0	0	0	0	8	\$ 1,052.00	\$ 53.00	\$ 1,105.00
f Structure Mapping				ALREADY COMPLETED BY COUNTY						
g Project Management	16	0	0	0	0	7	23	\$ 2,614.00	\$ 129.00	\$ 2,743.00
Task 2 Totals	31	76	0	128	0	7	242	\$ 25,440.00	\$ 1,272.00	\$ 26,720.00

**Fee Estimate - Nassau County Stormwater Master Plan
Part I: Existing Stormwater Management System Evaluation**

Tasks	Sr. Project Manager	Sr. Project Engineer	Design Engineer / Project Scientist	GIS Specialist	Environmental Scientist	Sr. Administrative	Total Manhours	Total Labor Cost	Direct Expenses (5% approx)	Total Cost
	\$138 per hour	\$125 per hour	\$95 per hour	\$88 per hour	\$66 per hour	\$58 per hour				
3 WETLAND INVENTORY										
a Preliminary Wetland Screening (32 major watersheds, assume 1 hour	0	0	0	4	4	0	8	\$ 616.00	\$ 31.00	\$ 647.00
b Wetland Functional Assessment	0	0	0	0	16	0	16	\$ 1,056.00	\$ 48.00	\$ 1,104.00
Project Management	1	0	0	0	0	1	2	\$ 196.00	\$ 8.00	\$ 204.00
Task 3 Totals	1	0	0	4	20	1	26	\$ 1,868.00	\$ 87.00	\$ 1,955.00
4 WATER QUALITY										
a Water Quality Data Review	0	12	0	0	9	0	21	\$ 2,094.00	\$ 105.00	\$ 2,199.00
b Project Management	1	0	0	0	0	2	3	\$ 254.00	\$ 15.00	\$ 269.00
Task 4 Totals	1	12	0	0	9	2	24	\$ 2,348.00	\$ 120.00	\$ 2,468.00
5 DATA COLLECTION NETWORK REVIEW										
a Review Water Resource Quantity and Quality Data Collection Network	2	4	6	0	0	2	14	\$ 1,462.00	\$ 73.00	\$ 1,535.00
b Project Management	0	0	0	0	0	3	3	\$ 174.00	\$ 17.00	\$ 191.00
Task 5 Totals	2	4	6	0	0	5	17	\$ 1,636.00	\$ 90.00	\$ 1,726.00
6 REPORT DEVELOPMENT										
a Report	16	16	0	5	0	4	41	\$ 4,880.00	\$ 244.00	\$ 5,124.00
b Project Management	3	0	0	0	0	2	5	\$ 530.00	\$ 26.00	\$ 556.00
Task 6 Totals	16	16	0	5	0	4	41	\$ 5,410.00	\$ 270.00	\$ 5,680.00
7 MEETINGS AND COORDINATION										
a One (1) project kickoff meeting	4	4	0	0	0	0	8	\$ 1,052.00	\$ 54.00	\$ 1,106.00
b Four (4) monthly meetings	8	0	8	0	0	0	16	\$ 1,864.00	\$ 100.00	\$ 1,964.00
c Coordination	12	0	0	0	0	0	12	\$ 1,656.00	\$ 83.00	\$ 1,739.00
d Project Management	4	0	0	0	0	7	11	\$ 958.00	\$ 48.00	\$ 1,006.00
Task 7 Totals	20	4	8	0	0	7	47	\$ 5,530.00	\$ 285.00	\$ 5,815.00
TOTALS AND LUMP SUM FEE AMOUNT	86	126	20	154	29	36	451	\$47,602.00	\$ 2,398.00	\$ 50,000.00

EXHIBIT

3

Current as of 3/17/08

Contract #24861

COST SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND NASSAU COUNTY FOR NASSAU COUNTY STORMWATER MASTER PLAN DEVELOPMENT

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 407 Reid Street, Palatka, Florida 32177, and the NASSAU COUNTY ("County"), whose address is 96161 Nassau Place, Yulee, Florida 32097.

COPY

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass 18 counties; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by the County (hereafter "the Work").

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Nassau County Stormwater Master Plan Development, Contract #24861. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same.
2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2008, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. **Schedule of Work.** County shall commence the Work:

- Within fifteen (15) days after the Effective Date; or
- Upon the issuance of a Notice to Proceed by the District; or
- Within fourteen (14) days of issuance of a Work Order by the District; or
- On _____ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance

with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and the County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

- C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

COPY

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, the County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** When requested, the County shall submit quarterly progress reports to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by the County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. The County shall include language in all subcontracts that so provides.
- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by the County and necessary for use in completing the Work are deemed proprietary by the County, then the County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes. Documentation of the County's proprietary rights shall be provided to the District upon request. County's computer codes may be public

records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify the County in writing of the request in order to give the County the right to protect its proprietary interest.

- E. **District Computer Codes.** The County shall not be entitled to claim any proprietary right to computer codes that are developed by the County in fulfilling the requirements of the Work which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law. The District grants the County a non-exclusive, non-transferable license to use any such proprietary computer codes developed as part of the Work for research or educational purposes. The District's computer codes may be public records subject to the provisions of section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the County shall notify the District in writing of the request in order to give the District the right to protect its proprietary interest.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay the County a sum in the amount not to exceed \$50,000 (the "Total Compensation").
- B. **In-Kind Services.** Through this Cost Share Agreement, the County agrees to provide \$9,500 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.
- C. **Invoicing Procedure.** The invoice shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. **County shall transmit the invoice using only one of the above two methods, but not both.** County shall submit the itemized invoice based upon completion of the Work performed and shall bill as per the Budget included in Exhibit A; Statement of Work, attached hereto and by reference made a part hereof.
- D. All payment requests submitted by the County shall include the following information:
1. Contract number, 24861
 2. County's name and address (include remit address if necessary)
 3. Name of District's Project Manager
 4. Name of the County's Project Manager
 5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable;
 - (b) Project completion documentation;
 6. Progress Report (as per contract requirements)
 7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of

receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- E. **Payments.** The District shall pay County one hundred percent (100%) of the approved invoice.
- F. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of the County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- G. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- H. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay the County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- I. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to the County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is contingent upon funding in succeeding years, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the District's Governing Board in its sole discretion and judgment for each succeeding year; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Should the Work provided for hereunder not be approved, in whole or in part, for funding in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with GC - TERMINATION FOR

CONVENIENCE five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT
 David Watt, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 (386) 329-4355
 E-mail: dwatt@sjrwmd.com

County
 Douglas Seaman, Project Manager
 Nassau County
 96161 Nassau Place, Yulee, Florida 32097
 Yulee, Florida 32097
 (904) 401-3609
 E-mail: dseaman@nassaucountyfl.com

9c COPY

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with the County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request the County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

Termination. Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse City for all allowable costs incurred prior to the date of termination.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. County shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.
- B. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- C. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of the County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- D. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- E. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- F. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- G. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- H. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

COPY

- I. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- J. **Independent Contractor.** County is an independent contractor. Neither the County nor the County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor.
- K. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- L. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- M. **Release of Information.** Records of the County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event the County receives a request for any such records, the County shall notify the District's Project Manager within three (3) workdays of receipt of such request and prior to the release of any information. Nor shall the County publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and the District's written consent. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- N. **Royalties and Patents.** Unless expressly provided otherwise herein, the County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If the County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such

COPY

information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

- O. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- P. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Duval County, Florida.
- Q. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

COPY

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

NASSAU COUNTY

By: *Kirby B. Green III*
Kirby B. Green III, Executive Director, or Designee

By: _____

Date: 3-12-08

Typed Name and Title
Date: _____

4C COPY

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Stanley J. Niego
for Stanley J. Niego, Sr. Assistant General Counsel

Attest: _____

Typed Name and Title

Documents attached:

Exhibit A — Statement of Work

- g. Present and projected land use within the study area including all Development of Regional Impacts (DRIs), Planned Unit Developments (PUDs), Environmental Impact Statements (EISs), major subdivision plats, and other large developments which has been approved by or approvals filed with the District.
- h. Existing water quality data for lakes and major rivers.
- i. Existing waterbodies and wetlands relative to water quality, quantity within the watersheds and mitigation potential.
- j. Rules, regulations, ordinances, and laws (local, state, federal) pertinent to the study area.
- k. Archeological resources.
- l. National Wetlands Inventory Maps (NWI).
- m. Florida Land Use Cover and Classification System Maps (FLUCCS).
- n. Proposed wetland mitigation areas already approved by regulatory agencies, as of the effective date of the contract.

The District shall provide all data previously gathered or developed for the study area including items a-n, above as available.

The County shall contact the Florida Department of Transportation, Florida Department of Environmental Regulation, United States Environmental Protection Agency (USEPA), Federal Emergency Management Agency (FEMA) and other state and federal agencies for additional water resources data.

The County shall be responsible for supplying in both digital and hardcopy formats (as available), any data developed or compiled for the master plan area (i.e., as-built drawings, Geographic Information System (GIS) data, aerial photography, etc.) as described above. The District shall provide the County any data it has compiled for the master plan area. The County shall populate a FEMA compliant data model with data collected and produce a Data Collection and Evaluation Report Section that shall summarize available data and data needs within the study area.

Task 2 System Inventory and Mapping

Base Maps - The County shall develop working hardcopy base maps of the study area using a map scale mutually agreed to by the District. The base maps shall be developed from the existing GIS coverage features provided by the District. The base map features may include parcel data, municipal boundaries, major roads (and names), aerial photography, and existing water and wetland coverage. The County shall use ArcGIS to develop the project base maps. For report figures, maps shall be plotted at a scale that shall fit either on an 8½-inch by 11-inch sheet of paper or an 11-inch by 17-inch sheet of paper. Supplement base maps may also be printed out on a 24-inch by 36-inch drawing at a scale of approximately 1-inch equals 1,500 feet with match lines as needed. All mapping shall be done using a coordinate system mutually agreed upon between the County and the District.

Local Problem Identification -The County shall develop a report of known flooding and water quality problems. This report shall include personal accounts with dated information, pictures and/or videos with location, governmental reports and newspaper clippings to document existing and potential problem areas. County shall present their report at a meeting and provide 2 color copies to the District. Problems shall focus on serious flooding problems (flooding of homes/buildings or road flooding greater than 1-foot deep). Problem areas identified during each meeting shall be added to the project base map by the County and included in the Data Collection and Evaluation Report Section.

System Inventory -The County shall develop a structure inventory map for the study area based upon published data collected under Part I, Task 1. Known structures shall be hand drawn on the project base map by the County unless already in digital format and in a compatible coordinate system with the project

base map. For each structure inventoried, the County shall record the documented geometric information (diameter, length, invert elevations, material, and top-of-road elevation) as available.

Stormwater Model Schematic – The County shall utilize data collected in Task 1 and the system inventory, to develop a preliminary stormwater model schematic for the study area including drainage sub-basins and connectivity using GIS analysis and engineering judgment. The model schematic shall be used as a guide for the system inventory reconnaissance defined in the subsequent subtask. The model schematic shall be added to the project base map.

Local Field Reconnaissance - Based on the updated inventory, County shall complete a field reconnaissance of the primary stormwater management system and identify observed structural changes or differences from the data inventoried above. New or modified structures shall be marked on copies of the County's existing aerials and added to the survey plan for the basin. The County shall also document immediate maintenance needs related to scour, physical deficiencies, and other environmental problems. The County shall take Non-differential Global Positioning System (GPS) coordinates and digital photographs of structures field inspected by the County. The County's field crews shall carry a one page information notice signed by the County and the District describing the goals of the SWMP. This includes up to five (5) 8-hour field visits by a one-person field crew.

Survey Plan - Based upon the results of previous steps, the County shall prepare a recommended survey plan for stormwater structures, open channel cross sections, and finished floor elevations that shall be included in the Part II - Engineering Analysis. The plan shall identify the locations of the structures, channel cross-sections, and finished floor elevations to be surveyed, definition of information to be measured, and a listing of available benchmarks. The County shall establish a project survey budget based upon the previous tasks. If additional survey is needed beyond what can be accomplished for the available budget, the County shall provide the District with a scope of services and budget to complete the additional survey work for review and approval.

Structure Mapping – The County shall digitize stormwater structures inventoried under Task 2 using ArcGIS. Structures shall be digitized by the County from the working base maps using GPS coordinates (approximate locations). For each structure inventoried, the County shall add the basic structure geometry (dimensions, invert elevations, material) as a database with the meta data attributes.

Task 3 Wetland Inventory

Preliminary Wetland Screening - The County shall update existing wetland map data by superimposing the hydric soils coverage, parcel coverage, and FLUCCS based wetlands coverage over the most recent aerial photographs of the study area. Using these data, the wetland boundaries for the basin shall be revised. Each wetland shall be identified by wetland type on the project base map using the FLUCCS.

Wetland Functional Assessment - Once the wetlands have been identified, the County shall conceptually assess the functional rating for each wetland. The functional rating is based by the size, amount of disturbance, connectedness, and location in the landscape. The potential use of wetlands for restoration, rehydration, and/or stormwater flood storage and attenuation shall be assessed and presented as part of the functional assessment. This Subtask includes two (2) 8-hour field visits by a two-person field crew.

Task 4 Water Quality

Water Quality Data Review - The County shall review published water quality data available for the basin as provided by the District and or collected by the County and provide a written summary of the review as a report section. The County shall add to the base map the general locations of where water quality sampling was performed as can be determined from the published data.

Task 5 Data Collection

The County shall review all water resource quantity and quality data collection networks and provide an assessment of the adequacy of each with recommendations for additional measuring/collection points.

Task 6 Report Development

Report - County shall prepare and submit two (2) copies of the Draft Inventory and Problem Definition Report for review and approval by the District. District will return comments on the draft report within two weeks of receipt. Upon final approval, the County shall submit two (2) copies of the Final Inventory and Problem Definition Report, one (1) unbound original copy, and digital document files (Microsoft OFFICE PRO format) on a compact disk (CD).

COPY

Task 7 Meetings and Coordination

Meetings and Coordination - The County shall attend one (1) project kickoff meeting and one (1) quarterly meeting with the District to discuss the status and/or problems encountered during this work authorization. These meetings are in addition to the problem identification meetings. The County shall provide summary meeting minutes for the District review.

V. TIME FRAMES, DELIVERABLES, AND BUDGET:

Tasks	FY07-08		
	County cost-share	District cost-share	Time frame
Part I			
Task 1	\$ 1,400.00	\$ 5,636.00	May-08
Task 2	\$ 3,900.00	\$ 26,720.00	June-08
Task 3	\$ 240.00	\$ 1,955.00	July-08
Task 4	\$ 380.00	\$ 2,468.00	July-08
Task 5	\$ 1,200.00	\$ 1,726.00	July-08
Task 6	\$ 280.00	\$ 5,680.00	August-08
Task 7	\$ 2,100.00	\$ 5,815.00	September-08
Part I TOTAL	\$ 9,500.00	\$ 50,000.00	

DELIVERABLES

1. County shall provide District, in digital format, one (1) copy, of a FEMA compliant data model composed of geospatial data, meteorological time series data and water quality time series data of the study area with information collected in Task 1.
2. County shall provide District with two (2) project map sets based upon the results of Tasks 1-6.
3. County shall submit two (2) copies of the Final Inventory and Problem Definition Report, one (1) unbound original copy, and digital document files (Microsoft OFFICE PRO format) on a compact disk (CD).

BUDGET

District shall provide \$50,000 that shall cover a portion of the costs for this project shown in the table above.

County shall be responsible for \$9,500 provided through in-kind or other services and any costs above and beyond the total project cost of \$50,000.

County shall submit one (1) invoice on completion of all the identified tasks. The invoice shall be accompanied by paid invoices to subcontractors and include a certificate of completion of the project.

1/c COPY