

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

THIS IS AN AGREEMENT made as of this 13th day of October, 2004, between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, ("Owner"), and **TAYLOR ENGINEERING** ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for: **PROFESSIONAL EVALUATION OF THE ENGINEERING DESIGN OF THE NORTH END BOAT RAMP FACILITY.**

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

**1. BASIC SERVICES OF ENGINEER.**

**1.1 TASK 1 - SITE VISIT**

Two of Taylor Engineering's Jacksonville-based coastal engineers will visit the site and meet with County staff. Existing conditions will be documented with digital photography.

**1.2 TASK 2 - DATA COLLECTION AND REVIEW**

Taylor will survey the site, generate as-builts, and collect any other pertinent project data, including bathymetric surveys, tides, currents. Taylor is in receipt of one set of design plans. Taylor shall coordinate with the Engineering Services Director and Contracts Manager in its review of data.

**1.3 TASK 3 - PLAN REVIEW**

Taylor Engineering will review all available design calculations, plans and specifications as part of its review of the existing problems at the boat ramp. This task will require consultation with and questions of the original design engineer. Said fees for said consultation shall be included in the lump-sum price.

**1.4 TASK 4 - CONSTRUCTION REVIEW**

Taylor Engineering will review as-built plans to determine if the boat ramp construction is in compliance with the engineering design plans.

**1.5 TASK 5 - REPORT**

Taylor Engineering will prepare a brief letter report summarizing their findings regarding the likely cause(s) of the navigations problems at the boat ramp. Taylor will include a brief discussion of possible solutions, where appropriate. In an effort to keep costs down in this phase, the report will provide recommendations for future work. This Agreement does not include time or costs for design and permitting of any recommended corrective actions.

**2. ADDITIONAL SERVICES OF ENGINEER.**

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

**3. SCHEDULE.**

Engineer shall insure to the best of its ability that the Services, required of the Engineer hereunder, shall be accomplished within thirty (30) days from the date of the Notice To Proceed.

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

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

4.1 Owner designates the Engineering Services Director or his designee as Owner's authorized representative (hereinafter "Owner's Designee") (hereinafter collectively, referred to as "Owner") with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project.

4.2 Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.3 Direct Engineer to provide, as required by Owner, Additional Services, as required.

5. **PERIODS OF SERVICE.**

The provisions of this Section 5 and the rate of compensation for Engineer's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Engineer's obligation to render Basic Services hereunder will extend for a period of thirty (30) days from the date of the Notice To Proceed. If Owner or its designee has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of Engineer's services shall be adjusted equitably to be agreed upon by Owner or its designee and Engineer.

6. **PAYMENTS TO ENGINEER.**

6.1 **Methods of Payment for Services and Expenses of Engineer.**

6.1.1 For Basic Services. Owner shall pay Engineer for Basic Services rendered a lump sum fee of \$ 12,910.00 for all Basic Services. Said fee to be paid upon completion of the services required pursuant to this Contract

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

7. **TERMINATION OR SUSPENSION.**

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

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

8. **CONTROLLING LAW.**

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

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

9. **DISPUTE RESOLUTION**

Any dispute arising under this contract, shall be addressed by the representatives of the Owner and the Engineer as set forth herein. Disputes shall be set forth in writing to the County Administrator, with a copy to the Contract 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, the Engineering Services Director, and the Contract Manager or their designee(s) and a representative of the Engineer. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager or his/her designee, and the County Attorney, County Administrator, Engineering Services Director, and the Contract Manager or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the Contract Manager. If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties of this Contract arising out of or relating to this Contract 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 Owner and the cost of mediation shall be borne by the Contractor. 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 Engineer. Engineer 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.

10. **PARTIAL INVALIDITY**

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


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


OWNER:

ENGINEER:

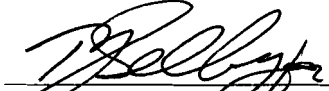
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

TAYLOR ENGINEERING, INC

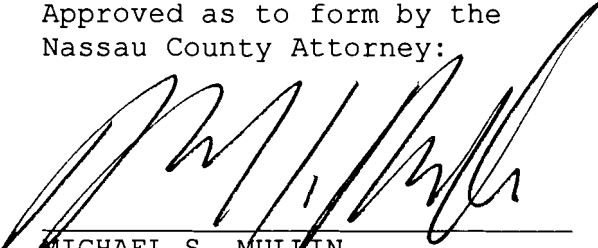
BY:   
FLOYD VANZANT  
Its: Chairman

BY:   
STEVEN SCHROFF, Ph.D.  
Vice President

ATTEST:

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

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

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