



**AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT, made and entered into by and between NASSAU COUNTY, FLORIDA, hereinafter called the "CLIENT", and JORDAN, JONES AND GOULDING, INC., a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding the evaluation of a portion of the Alligator Creek drainage basin along Bypass Roadway.

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

**ITEM A - CONSULTANT'S SCOPE OF SERVICES**

The Scope of Services is enumerated in Exhibit A.

**ITEM B - CONSULTANT'S COMPENSATION**

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B.

**ITEM C - TERMS AND CONDITIONS OF AGREEMENT**

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on page 2 of 2 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the 13th day of August, 2008.

NASSAU COUNTY, FLORIDA

By: Marianne Marshall  
Signature

Marianne Marshall  
Print Name

Title: Chair

ATTEST TO CHAIR'S SIGNATURE

[Signature]

JOHN A. CRAWFORD  
EX-OFFICIO CLERK

*ESK 8/12/08*

JORDAN, JONES AND GOULDING, INC.

By: James J. Wallace  
Signature

JAMES J. WALLACE  
Print Name

Title: OFFICE MANAGER

APPROVED AS TO FORM BY THE COUNTY ATTORNEY

[Signature]

DAVID A. HALLMAN



## TERMS AND CONDITIONS OF AGREEMENT



1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within ~~thirty (30)~~ <sup>Party fee (45)</sup> days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. ~~An interest charge of one percent per month will be added to invoices not paid within thirty days.~~
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT's SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT's liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee paid to the CONSULTANT under this AGREEMENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. CLIENT agrees to use the work product solely for the project covered by this Agreement. Should the CLIENT reuse any portion of the work product without the CONSULTANT's written approval, the CLIENT shall assume full responsibility and liability for such use.
16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** In accepting or using electronic media files ("Files") provided by CONSULTANT, CLIENT agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The CLIENT agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's services absent CONSULTANT's express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT's requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT's representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Florida.





Jordan, Jones & Goulding

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May 26, 2008

Jonathan Page, P.E.  
Nassau County Engineering Services Department  
96161 Nassau Place  
Yulee, Florida 32097

RE: Proposal for Analysis and Study of a Portion of the Alligator Creek Drainage Basin

Dear Mr. Page:

Jordan, Jones & Goulding, Inc., is pleased to provide you with this proposal for engineering services on the referenced project. The proposed scope of work is presented in Exhibit A of the attached Agreement for Engineering Services; similarly, proposed compensation terms are in Exhibit B. If these are suitable and acceptable, you may sign the Agreement and return it to me; this will serve as our authorization to proceed. We have provided a second complete agreement for your files.

J&G appreciates the opportunity to be of service to you on this important Nassau County project. Should you have any questions, please don't hesitate to contact me directly.

Sincerely,  
Jordan Jones & Goulding



John Quattrochi, P.E.  
Project Manager  
(904) 306 - 9406 Office  
(904) 553 - 5680 Cell  
[john.quattrochi@jig.com](mailto:john.quattrochi@jig.com)





## Exhibit A

### Analysis and Study of a Portion of the Alligator Creek Drainage Basin Along Bypass Roadway

#### Scope of Services

**Project Understanding:** The project area is bounded on the west by Bypass Road, on the south by Morgan Circle Road, and on the east by Old Dixie Highway. Quail Road is the northern boundary of the study area. The study area is a sub basin of Alligator Creek.

Currently a cut ditch runs northward from Morgan Circle and discharges into private property. This ditch was constructed in conjunction with a paving project on Bypass Road. Since that time, there have been complaints by property owners regarding storm water staging up on private property. The County has requested that a study be conducted of the sub basin to investigate possible flooding stages and the feasibility of rerouting the cut ditch westward to Bypass Road if this will alleviate potential flooding problems.

**Survey.** The CONSULTANT will

- Use existing GIS information available from Nassau County
- Notify the CLIENT should supplemental survey be required for roadway elevations, culvert crossing inverts, and wetland flags.
- Use existing data to perform the draft portion of the work, supplemental survey will be incorporated into the final report, if needed.

**Environmental -Wetland Flagging.** The CONSULTANT will

- evaluate existing GIS wetland information available from Nassau County
- notify the CLIENT should the environmental work be necessary.
- use existing data to perform the draft portion of the work, supplemental wetland delineation will be incorporated into the final report, if needed.

**Analysis.** The CONSULTANT will

- analyze the existing drainage patterns for pre-construction conditions prior to the cut ditch being constructed. Prepare pre-developed basins, delineate flow directions or patterns for the private properties.
- analyze the current drainage patterns for post-construction conditions with the drainage improvement of the cut ditch constructed.
- conduct a pre-application meeting(s) with SJRWMD and document the agency's requirements for permitting with any new improvements.
- investigate the wetland conditions within the sub-basin and assess the impacts and permitting requirements for the recommended solution.
- prepare a drainage report that outlines the methodology, details and findings from the storm water models and provide a written recommended drainage solution for any flooding conditions within the study area.





- prepare a preliminary plan for the report that shows new improvements to the cut ditch and water quality issues addressed as required by SJRWMD.

**Project Schedule:** Based on an authorization to proceed of May 28, 2008, all deliverables will be completed within 45 days.

*Meetings:* Six (6) total:

- Two (2) Nassau County Engineering review meetings
- Two (2) field review
- One (1) Wetland Delineation
- One (1) SJRWMD

*Deliverables:* Five (5) draft copies of the drainage report

Five (5) final copies of the drainage report

**Project Understandings, Assumptions, and Exclusions.** The following are integral to the scope of services described above:

- Project understandings include that stated above.
- The analysis and drainage report will be performed for a 50-year storm event for roadway conveyance systems, and a 100-year check for the flood elevation for the surrounding lots within the study area, using available topographic maps furnished by the County.
- If supplemental survey and environmental services are required,
  - These services will be contracted directly by the CLIENT and be separate from this agreement or
  - This agreement will be supplemented to include these services.





## **Exhibit B**

### **Analysis and Study of a Portion of the Alligator Creek Drainage Basin Along Bypass Roadway**

#### **Compensation**

For the services described in ITEM A, the CLIENT agrees to pay and the CONSULTANT agrees to accept the lump sum amount of \$23,500 which constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, and profit. The CLIENT agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed during the period as certified by the CONSULTANT. In addition, direct project expenses are also reimbursable at cost and will not exceed \$750 without written authorization by the CLIENT.

Services requested by the CLIENT beyond those described in ITEM A will be considered to be additional services, for which the CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. In such cases, direct project expenses are also reimbursable at cost.

