

LANDERS-ATKINS PLANNERS INC.

LC C100



August 8, 1994

Board of County Commissioners
Nassau County, Florida
Attn: Commissioner James B. Higginbotham
County Courthouse
416 Centre Street
Fernandina Beach, FL 32034

RE: Hickory Street Park
P03894

Dear Commissioner Higginbotham:

Thank you for your recent request for Landers-Atkins Planners, Inc. (Consultant), to present a proposal to Nassau County (Client) for site planning services related to the design and development of the Hickory Street Park. If they meet your approval, this letter and Attachment A will serve as our professional service agreement when executed. We look forward to working with you, the County and your consulting engineer on this project.

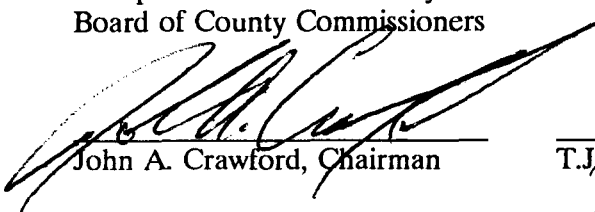
Please call if there are any questions.

Sincerely yours,

Howard M. Landers, AICP
President

Accepted for Nassau County
Board of County Commissioners

Attest:


John A. Crawford, Chairman


T.J. Jerry Greeson, Clerk

Encl: Attachment A
Attachment B

HML/mu

SCOPE OF SERVICES, FEE, AND SCHEDULE

CLIENT: Board of County Commissioners
Nassau County, Florida
County Courthouse
Centre Street
Fernandina Beach, FL

PROJECT: Hickory Street Park
P03894

CONSULTANT: LANDERS-ATKINS PLANNERS, INC.
201 North Hogan Street
Suite 400
Jacksonville, Florida 32202

ITEM 1 - DESCRIPTION OF PROJECT

Parcel of approximately six (6) acres at corner of Hickory and Citrana Streets in Fernandina Beach, which is to be developed as a neighborhood park.

ITEM 2 - CLIENT'S OBJECTIVES/PROGRAM

The Client wishes to obtain a master plan for a park that provides some or all of the following: tennis, handball/racquetball, shuffleboard and basketball courts; tot lot; exercise course; training infields; rest rooms; picnic facilities; parking; and landscape improvements. The Client wishes to obtain construction documents for a first phase of development which is to be determined upon completion of the master plan.

ITEM 3 - SCOPE OF SERVICES

Master Plan: The Consultant will work with Commissioner J.B. Higginbotham and others designated by the Commission to prepare a site analysis and initial concept plan of the park. Upon completion of the concept plan, the Consultant will present it to the Commission for discussion and recommendations. Upon approval of the concept plan, the Consultant will prepare an illustrative master plan and work with the Client's engineer to prepare a cost estimate and define phase one based on the Client's budget.

Construction Plans: Upon completion of the master plan, the Consultant will prepare a preliminary layout plan from which the Client's engineer will prepare construction plans. The Consultant will assist the engineer by providing construction details and specification sections for specific facilities. The Consultant will prepare the landscape design plans.

ITEM 4 - FEE

The above services will be provided for a lump sum fee of \$ 3,000.00.

Payment for these services will be as follows: \$1,500.00 upon completion of the master plan; \$1,500.00 upon completion and acceptance of the construction plans.

If additional services are requested, Landers-Atkins Planners will be reimbursed at a fee to be negotiated, or on an hourly rate per the attached billing rate schedule, plus non-labor expenses at actual costs (i.e. reproduction, travel, telephones, etc.)

ITEM 5 - SCHEDULE

Commencement upon receipt of a site survey CADD disk which illustrate property lines, easements, tree lines, specimen live oak trees if any, curb lines, utility lines, existing retention pond, topography, and any improvements.

Concept Plan: Two weeks from commencement.

Master Plan: Two weeks after approval of Concept Plan.

Construction Documents: Schedule to be determined by Engineer.

ITEM 6 - RESPONSIBILITIES OF THE CLIENT

As the client, you agree to:

- a. Provide all available information on the project.
- b. Provide a clear budget statement including any in-kind services.
- c. Schedule all Commission workshop or meeting presentations.
- d. Retain a surveyor who will provide the above defined survey, and an engineer who will coordinate production of the construction documents and obtain all permits.
- e. Provide timely review of all submittals.
- f. Designate a project manager with clear responsibility to direct all project activities.
- g. Provide architectural plans for any buildings to be included in the construction process.

ITEM 7 - GENERAL PROVISIONS

1. This agreement may be terminated by either party with the provision of one day's notice. In the event of termination, Landers-Atkins Planners, Inc., will be due all fees earned to time of termination.
2. This agreement represents the full extent of agreement between the two parties.
3. The CLIENT and CONSULTANT have discussed the risks, rewards and benefits of the project and the total fee for services. The risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, the CONSULTANTS total liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the contract. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
4. If the CLIENT fails to make payments on invoices for thirty (30) days, a charge at the rate of 1.5% per month shall be made from said thirtieth day. The CLIENT shall be liable for all attorney's fees or other legal costs incurred in order to recover past due or late payments.
5. The CONSULTANT is serving as Agent for the CLIENT in obtaining the services of any SUB-CONSULTANT on this project.
6. This agreement is subject to the laws of the State of Florida, USA.

INITIALS OF SIGNATORIES:



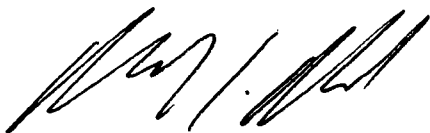
FOR THE CONSULTANT

DATE: AUGUST 18, 1994



FOR THE CLIENT

DATE: 8.22-94



ATTACHMENT B

Landers-Atkins Planners, Inc.
Billing Rate Schedule
effective
January 1, 1994

<u>Classification</u>	<u>Billing Rate</u>
Principals	\$110.00
Associate/Senior Planner/Sr. Landscape Architect	\$ 75.00
Community Planner	\$ 60.00
Landscape Architect	\$ 60.00
Drafter/Technical/Graphic Artist	\$ 40.00
Word Processing/Clerical	\$ 37.50

Expert Testimony: For time under oath add 100% to Principals' and Associates' rates.

Subject to annual review and/or revision without notification.

COPY

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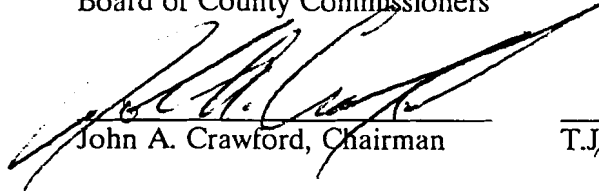
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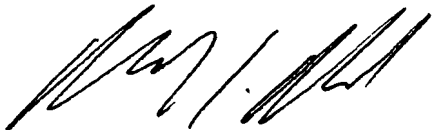
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Expert Testimony: For time under oath add 100% to Principals' and Associates' rates.

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Commissioner Testone left the meeting at 9:15 P.M.

Commissioner Higginbotham, District 1, presented to the Board a contract with Landers-Atkins Planners for site planning services related to the design and development of the Hickory Street Park, in an amount not to exceed \$3,000, funding to be expended from District 501 recreation funds. Motion seconded by Commissioner Branan and voted unanimously.

Upon the recommendation of the Amelia Island/Fernandina Beach/Yulee Chamber of Commerce, Commissioner Higginbotham, District 1, made motion nominating William Watson to serve on the Nassau County Economic Development Board. Motion seconded by Commissioner Branan and voted unanimously.

Commissioner Higginbotham, District 1, made motion appointing Mr. Bob Spangler as his nominee for District 1 to serve on the Nassau County Economic Development Board. Motion seconded by Commissioner Branan and voted unanimously.

Commissioner Branan made motion to appoint Mr. Grady Mauldin as his nominee for District 3 to serve on the Nassau County Economic Development Board. Motion seconded by Commissioner Higginbotham, District 5, and voted unanimously.

Commissioner Higginbotham, District 5, made motion to appoint Mrs. Betty Cook as his nominee for District 5 to serve on the Nassau County Economic Development Board. Motion seconded by Commissioner Branan and voted unanimously.

Commissioner Higginbotham, District 1, made motion to withdraw his previous motion nominating Mr. William Watson to serve on the

8/22/94