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Federal
Installations

Public
Infrastructure

Resort,
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Entertainment

Transportation

Urban &
Community
Development

Revised March 19, 2002

March 15, 2002

**Mr. Walt Gossett, County Administrator
Nassau County
213 Nassau Place
Yulee, Florida 32097**

**Subject: Proposal of Professional Engineering and Landscape Design Services for
Proposed American Beach Community Center**

Dear Mr. Gossett:

Bessent, Hammack & Ruckman, Inc. (BHR) is pleased to submit this proposal for Professional Planning and Engineering Services in connection with your efforts to construct a Community Center in American Beach, Florida.

This agreement is made as of March 19, 2002 by and between Nassau County (Client) and Bessent Hammack Ruckman, Inc. (BHR), a Florida corporation.

PROJECT DESCRIPTION

The project involves the development of a one-story, 2,500 square foot building on a vacant, wooded, 2.2-acre lot bounded by Julia Street and Mary Avenue in American Beach, Florida. BHR will coordinate with you and other consultants during the design and permitting phases of the project. A boundary, topographic and tree survey drawing has been provided by others, and it appears that no on-site demolition work will be required.

For purposes of this proposal, we are assuming the design will include a wet detention pond for stormwater treatment and attenuation, and extension of existing off-site water and sewer utilities to serve the facility. It is assumed that no off-site roadway or drainage improvements or extensions will be required for this project. We also have assumed that no wetlands exist on the property; that the property is zoned appropriately for the use intended; and that no rezoning or variance activities will be required. This proposal does not include site electrical or lighting design, structural design, fire pump system design, gas service design, wetland evaluation / flagging, or wetland permitting.

SCOPE OF SERVICES

Our services will be provided in the following tasks:

- Task 1 Concurrency**
- Task 2 Final Site Planning**
- Task 3 Engineering and Landscape Design**
- Task 4 Permitting Services**
- Task 5 Development Approval by Nassau County**

Florida
License
Number:

EB 0859
LC 0129
LB 0739

www.bhr-usa.com

Task 1 – Concurrency

BHR will prepare and submit an application for approval of Concurrency for the project. Pursuant to the submittal of this application, we will prepare a minor traffic study, incorporating information available from the Nassau County database as to existing trips and number of estimated proposed trips from the ITE Manual.

Task 2 – Final Site Planning

BHR will prepare a preliminary site plan for you to determine the best and most economical use of the property for the development of the Community Center. Based upon a final footprint of the proposed building supplied in CADD format to BHR by you or your building Architect, we will prepare one (1) “hardlined” final site plan that meets County standards for setbacks, parking, landscape and drainage. This site plan will be suitable for your use as a pre-engineered representation of the proposed development. Once the site plan has been signed-off by the County, any Client-directed changes will be billed at our standard hourly rates.

Task 3 - Engineering and Landscape Design

At your direction, BHR will prepare the necessary engineering plans, specifications, calculations, estimates and details for the project, based upon the final site plan generated in Task 1. During this phase of work, BHR shall prepare the following:

- A. Geometry Plan - The Geometry Plan will depict the proposed building footprint (provided by the Client or its Architect), pavement, parking, stormwater pond, curbs, sidewalks, fencing (if desired), and boundary information, with tie-down dimensions for the proposed building, and centerline geometry and dimensional data for the driveways, parking, and other features.
- B. Paving, Grading and Drainage Plan - The Paving, Grading and Drainage Plan will show proposed grade contours, spot elevations, proposed pavement and sidewalk elevations, stormwater pond elevations, and stormwater collection system, including inlets, underdrains, and drainage pipes.
- C. Water and Sewer Plan - The Water and Sewer Plan will include water distribution system, irrigation stubout, backflow preventers and meters, sanitary sewer line, and water and sewer service stubouts to within five feet of the building. This plan will also depict the extensions of off-site water and sewer mains along Julia Street to the site (Note: The County will need to provide a topographic survey of this route).
- D. Landscape Design - The on-site Landscape Plan and details will depict the level of landscaping required to meet County Landscape Ordinance requirements for the project.
- E. Irrigation Plan - The Irrigation Plan will consist of a hose bibb location plan, sufficient for landscape plan approval purposes. However, we also will provide an irrigation system performance specification and detail sheet so that a permanent underground irrigation system can be bid by a landscape subcontractor for an irrigation design / build contract.
- F. Other sheets in the Civil Plans will include an Index and General Note sheet, Pre-and-Post Development Drainage Maps, Pavement Marking Plan, Stormwater Pollution Prevention Plan, Erosion Control Plan, and Detail sheets.

- G. Specifications - Technical specifications will be prepared for all applicable horizontal site construction activities, including landscaping, but not including site electrical or lighting (these specifications will be prepared by the building electrical design consultant working for the Architect).
- H. Engineer's Estimate of Probable Site Construction Costs- BHR will prepare a take-off of the quantities of materials required for the horizontal development of the project (with the exception of site electrical and lighting), and apply current unit prices to prepare a complete engineer's cost estimate for the horizontal / site development construction.

BHR shall provide project coordination services throughout the planning, design, and engineering of your project to ensure a seamless integration of all elements. Our coordination services are accounted for in the engineering tasks described above. Any unusual or unforeseen tasks, such as attendance at community meetings, attendance at Planning and / or County Commission meetings during the design process, preparation of numerous site plan alternatives, etc., in excess of the work described above, will be provided on an hourly basis with the approval of the Client. For purposes of this proposal, BHR has budgeted as part of the engineering task an initial 16 hours (two Project Manager man-days) of coordination.

Task 4 - Permitting Services

Under this task, BHR will perform the following permitting services:

- A. Prepare drainage calculations, and submit the final engineering plans, calculations and General Permit application to the St. Johns River Water Management District for its approval, and respond to request(s) for additional information from agency staff.
- B. Prepare and submit water and sewer plans to Florida Water Services for their approval of the onsite and offsite water and sewer design.
- C. Prepare and submit Department of Environmental Protection (DEP) Water and Sewer Permit Applications with all required drawings and documents to DEP for their approval of the construction of water and sewer mains to serve the proposed building addition.

Task 5 - Development Approval by Nassau County

BHR will prepare and submit the final engineering and landscape plans, drainage calculations and other required documents to Nassau County for conceptual, initial and final reviews by the Development Review Committee (DRC). We will respond to the reviewers' comments at the conclusion of each review stage in a timely manner, and address all design related review comments. Following staff review, we will attend any meetings of the Planning Commission and County Commission that are necessary for final approval of the project.

Task 6 - Construction Administration and Inspection for Agency Certification

BHR will provide limited construction observation of horizontal construction. The level of observation will be limited to the amount required for agency certification related to water, sewer and drainage systems, plus other services requiring the involvement of the Engineer of Record as listed below. Our budget for this is established on a per-visit and / or hourly basis. We have provided a budget based on twelve (12) hours worth of visits by our inspector, plus six (6) hours of services by the Project Manager. In addition to site visits, our services include:

- A. Provide attendance at a pre-construction conference.
- B. Provide review of the Contractor's shop drawings and cut sheets.

- C. Review and sign Contractor's Applications for Payment.
- D. Prepare and submit Completion and / or As-Built Certifications to DEP and the SJRWMD for water and sewer systems and stormwater pond construction. Note that the Client's Contractor will need to provide signed and sealed as-built drawings from a licensed Surveyor to BHR for the performance of this service.

Task 7 - Geotechnical Exploration and Report

BHR shall contract with Universal Engineering Science to drill a total of six (6) soil borings, including two (2) in the building footprint area, plus a 15-foot boring and percolation test in the proposed detention pond area. The geotechnical report will include boring profile logs, groundwater elevations, soil preparation recommendations, soil types, and groundwater control recommendations.

PROFESSIONAL FEES

Our fees are outlined as follows:

	Task 1	Concurrency (Fixed Fee)	\$ 2,250
	Task 2	Final Site Planning (Fixed Fee).....	3,500
Task 3	Task 2	Engineering and Landscape Design (Fixed Fee).....	11,500
Task 4	Task 3	Permitting Services (Fixed Fee)	3,750
Task 5	Task 4	Development Approval by Nassau County (Fixed Fee)	2,750
Task 6	Task 5	Construc. Admin. and Inspection for Agency Certif. (Hourly Budget).....	3,100
Task 7	Task 6	Geotechnical Exploration and Report (Fixed Fee).....	<u>2,100</u>
TOTAL ESTIMATED FEE (Excluding Reimbursables):			\$28,950

Reimbursable Expenses: Our basic fees do not include expenses for travel, reproduction of reports, drawings, specifications, couriers, toll telephone charges, and other project related items. These items will be added to the basic fees and shall be invoiced at direct cost times a factor of 1.15. We have estimated a budget for this item to be \$1,500.00.

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

Revisions or changes to work accomplished under this agreement that are beyond our control are not included in the basic fees established hereunder and are, therefore, items of additional services. Additionally, services requested by the Client that are not within the scope of the above services are also considered items of additional service and will be billed at our standard hourly rates or negotiated separately from this agreement.

Standard Hourly Rates:

Officer / Principal	\$150.00
Associate	110.00
Senior Professional	95.00
Professional	80.00
Senior Technical	75.00
Technical.....	50.00
Construction Inspector	65.00

Clerical.....	40.00
Surveyor.....	110.00
Senior Survey Professional.....	85.00
Survey Technician.....	75.00
Survey Crew.....	120.00

Notes:

1. These rates will remain in force until July 31, 2002, unless otherwise notified in writing.
2. Fees for any work required on an overtime basis, such as staffing to meet unanticipated expedited scheduling, will be invoiced at 1.5 times the normal billing rate.

SERVICES NOT INCLUDED WITH THIS PROPOSAL

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

- Platting
- Wetland boundaries or mitigation
- Surveying
- Due diligence
- Aerial photography
- Permit fees (payment of)
- Assistance with bond issuance or compliance
- Field testing
- Biologist
- Off-site drainage coordination/design
- Assistance with financial packages
- Site structural, electrical or lighting design
- Fire pump system engineering

BHR assumes that the architect will provide planning and detailed plans for any hardscape areas such as decks, patios, porte cochere, playground or recreational amenities, etc. All such costs shall be paid directly by the client, negotiated as additional services or paid at our standard hourly rates. If others perform these services or information, BHR assumes no responsibility for the accuracy of such information or services, and shall not be liable for error or omissions therein.

PAYMENT

Invoicing for the tasks outlined above will be submitted at least once a month and in proportion to the amount of work performed (by percentage on Fixed Fee items) or actual costs (time and materials on Hourly Estimate items). Client shall notify BHR, in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed proper and acceptable by the Client. Amounts indicated on invoices are due and payable upon receipt. Payment for work completed is not contingent upon receipt of Governmental or other approvals.

SUSPENSION OR TERMINATION OF SERVICES

In consideration of certain fees specified herein to be paid to BHR, by the Client, BHR agrees to perform the professional services specified in this Agreement. All services described herein are to be rendered in the customary manner

The services under this Agreement may be suspended or terminated by either party upon fourteen (14) days' written notice. In the event of suspension or termination of services, Client shall pay BHR for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination or suspension for which BHR is not otherwise compensated.

If Client fails to make any payment due to BHR for services and expenses within 45 days after receipt of invoices, the amounts due BHR shall include a charge at a rate of 1.5 percent per month from said forty-fifth day, and in addition, BHR may, after giving seven (7) days written notice to Client, suspend services under

this Agreement until paid in full all amounts due for services and expenses. Client's account will be considered delinquent if BHR does not receive full payment within thirty (30) days after the invoice date. BHR may choose to recommence work once a delinquency is completely cured and any and all attendant collection costs, fees, or other amounts required to be paid by Client under this agreement are paid in full. If a delinquency by Client occurs and BHR chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if BHR decides to so suspend its work, BHR shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other party, that may arise from or be related to such a work suspension. Further, Client hereby agrees to pay all reasonable attorney's fees and all other costs incurred by BHR to collect past due amounts.

CLIENT RESPONSIBILITIES

Client agrees to provide full, reliable information regarding its requirements for the project. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel, legal counsel and such additional information with respect to the project as may be required from time to time by BHR in the performance of our work. The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the project and the performance of BHR's work.

DESIGN APPROVALS

Mr. Walt Gossett has been designated as the Client Representative who will be responsible for design direction for this project and has authority for project decision approval. In the event that the engineering decisions as approved by Mr. Gossett are rejected by others, and additional engineering is required, such redesign services shall be compensated as extra services at our standard hourly rates.

ACCESS TO SITE

BHR, BHR employees and consultants shall have access to the project site at all reasonable times and shall be permitted to photograph the project during construction and upon completion for its records and future use.

USE OF DOCUMENTS

Plans, drawings and specifications or other writings or documents prepared or provided by BHR hereunder are prepared for this project only, but may be used by BHR for purposes of illustrating the scope and nature of project involvement. BHR shall provide the Client, upon request, with a reproducible set of drawings and specifications for its records. They shall not be used by the Client for other projects or extensions to the project without the written agreement of BHR. Client further agrees to hold BHR harmless from and indemnify BHR from and against any and all damages, losses, reasonable attorney's fees, costs, and /or expenses arising out of an unauthorized use of said plans, drawings, specifications, and documents.

LIMITATION OF LIABILITY

Client agrees that BHR's liability for damages arising in relation to the project in any way, including but not limited to damages from BHR's own negligence or negligence of any of BHR's agents to Client's person or property and/or BHR's breach of contract, shall be limited to the amount paid by the Client hereunder for BHR's fees for service.

INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to hold BHR harmless from and completely indemnify BHR from and against any and all claims, damages, reasonable attorney's fees, losses, costs and expenses which BHR may incur as a result of a claim or claims against it, if any, by the Owner, Lender, or any other third party, arising out of any wrongdoing, negligence, and/or breach of contract by Client alleged or otherwise, that is related, in any manner whatsoever, to the project, or the Client's involvement with the project.

CONSTRUCTION MEANS AND METHODS

It is expressly understood and agreed that BHR shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the project. The Client shall indemnify BHR and hold BHR harmless from and against any and all claims, demands, losses, costs, liabilities and expenses, incurred by BHR and arising out of or related to any of the aforesaid.

MISCELLANEOUS

1. Client and BHR each bind itself and its successors and assigns to this Agreement. Neither Client nor BHR shall assign or transfer its interest in this Agreement without the written consent of the other.
2. This Agreement represents the entire Agreement between Client and BHR. This Agreement may be amended only in writing and if signed by both Client and BHR.
3. This Agreement shall be governed by the laws of the State of Florida.
4. Any individual who signs this Agreement on behalf of the client or BHR represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of his, or her employer or company.
5. BHR complies with state and federal laws regarding discrimination in employment against any individual on basis of race, color, religion, sex, national origin, physical impairment, mental impairment, veteran status or age.
6. BHR shall protect its rights for payment of professional fees pursuant to the rules of Chapter 713, Part I of the Florida Statutes (F.S. 1997), commonly known as the Construction Lien Law. As such, BHR shall, at its sole discretion after the 60th day an invoice is delinquent, file a lien upon the subject property for all monies owed to BHR for its professional services, regardless whether the subject property has actually been improved or not. In addition, within 45 days from the commencement of work, BHR will submit a Notice to Owner, if other than Client, to secure its rights to collect the aforementioned fees in accordance with Chapter 713.06 of the Florida Statutes (F.S. 1997).
7. Each provision of this contract is severable from the rest of the agreement, and should a court find one provision invalid, the rest of the contract will still remain in effect.
8. The professional fees outlined herein will remain in effect for 60 days from date of this proposal.

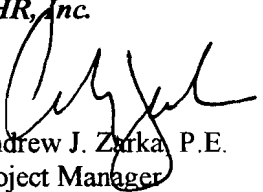
DISPUTE RESOLUTION:

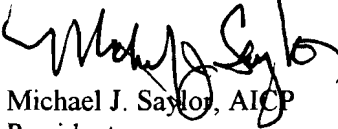
Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

BHR is very excited about working with you on this project and trusts that this proposal is responsive to your needs. If so, please return a signed copy to us as authorization to proceed.

Sincerely,

BHR, Inc.


Andrew J. Zarba, P.E.
Project Manager


Michael J. Saylor, AICP
President

CC: \\FS\New Marketing Folder\Proposals\Municipal 2002\02 03 19rev Nassau County-American Bch Com Ctr.doc

CONFIRMED AND ACCEPTED ON BEHALF OF NASSAU COUNTY:

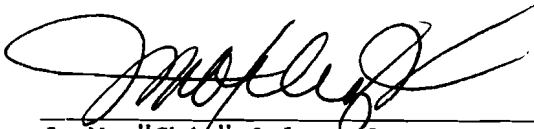
Accepted by: 

Print or Type Name: Nick D. Deonas

Title: Chairman, Board of County Commissioners

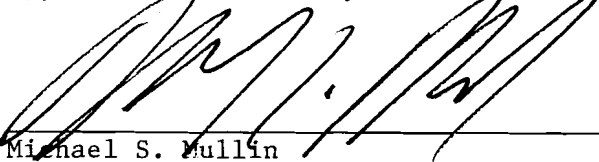
Date: April 15, 2002

ATTEST:



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

Approved as to form by the Nassau County Attorney:



Michael S. Mullin

CONTRACT SIGN OFF

PROJECT NAME Engineering/landscape Design
AMERICAN BEACH COMMUNITY CENTER

PROJECT # _____

VENDOR BHR

ADDRESS 1900 Corporate Square Boulevard
Jacksonville, FL 32216

CONTRACT AMOUNT total est. fee \$28,950
excluding reimbursables

DATE REC'D 3-28-02

FUNDING SOURCE: 6018 2519

DATE TO PUBLIC WORKS DIRECTOR 4-2-02

REC'D PWD _____

DATE TO P.W. CONTRACT MGR 4-2-02

REC'D PWCM 4-3-02

DATE TO COUNTY COORDINATOR 4-2-02

REC'D CO COORD 4-2-02

DATE TO COUNTY ATTORNEY 4-2-02

REC'D CO. ATTY 4-2-02

DATE TO CLERK 4-2-02

REC'D CLERK 4-3-02

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR [Signature]

DATE 4.4.02

CONTRACT MANAGER [Signature]

DATE 4/5/02

COUNTY COORDINATOR [Signature]

DATE 4-3-02

COUNTY ATTORNEY [Signature]

DATE 4-4-02

CLERK [Signature]

DATE 4.3.02

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET 4-4-02

BOARD MEETING APPROVAL DATE 4-15-02

COPY DISTRIBUTION:

TO FINANCE DATE 4-17-02

TO VENDOR 4-17-02

TO OTHER APPROPRIATE PARTIES 4-17-02

PAYMENT & PERFORMANCE BONDS OBTAINED _____

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REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR [Signature]

DATE 4-4-02

CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR _____

DATE _____

COUNTY ATTORNEY _____

DATE _____

CLERK _____

DATE _____

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RECEIVED

APR 02 2002

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DATE TO CLERK 4-2-02

REC'D CLERK _____

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DATE _____

CONTRACT MANAGER [Signature]

DATE 4/3/02

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COUNTY ATTORNEY _____

DATE _____

CLERK _____

DATE _____

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DATE 4/2/02

CLERK _____

DATE _____

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PUBLIC WORKS DIRECTOR _____

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CONTRACT MANAGER _____

DATE _____

COUNTY COORDINATOR *Dale Smith*

DATE 4-02-02

COUNTY ATTORNEY _____

DATE _____

CLERK _____

DATE _____

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BOARD MEETING APPROVAL DATE

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PAYMENT & PERFORMANCE BONDS OBTAINED

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COUNTY ATTORNEY _____

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CLERK 

DATE 4.3.02

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NOTICE TO PROCEED

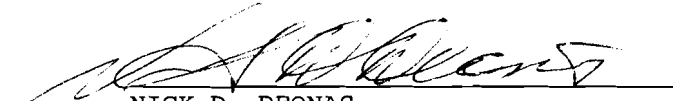
TO: **BESSENT, HAMMACK & RUCKMAN, INC.**
1900 CORPORATE SQUARE BOULEVARD
JACKSONVILLE, FL 32216

Date: April 17, 2002

PROJECT:
PROFESSIONAL ENGINEERING/
LANDSCAPE DESIGN
AMERICAN BEACH
COMMUNITY CENTER
JULIA STREET & MARY AVENUE
FERNANDINA BEACH, FL

Pursuant to the Agreement entered into the 15th day of April 2002 between Nassau County, Florida and Bessent, Hammack & Ruckman (BHR), Inc., you are hereby authorized to proceed with the scope of work to perform the work and furnish all necessary professional planning services for the American Beach Community Center project as approved by the Board of County Commissioners on April 15, 2002. The cost for said work shall not exceed \$28,950. In accordance with the services to be performed as outlined in the terms of the contract, Engineer shall render Services as outlined pursuant to the Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

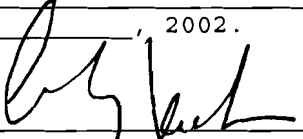


NICK D. DEONAS
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Andrew J. Zarka this the 18th day of
April, 2002.

By: 

Title: Vice President