

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

THIS IS AN AGREEMENT made as of January 27, 2003, between Nassau County Board of County Commissioners, Post Office Box 1010, Fernandina Beach, Florida 32035, ("Owner"), and Pitman-Hartenstein & Associates, Inc., 7820 Arlington Expressway, Suite 640, Jacksonville, Florida 32211, ("Engineer").

Owner intends to enter into a contract with Engineer, as an independent contractor, for professional engineering, planning and environmental services with respect to transportation and highway design for roadway improvements to the following Nassau County roadways: MINER ROAD WIDENING AND REALIGNMENT (the "Project"). Engineer is to observe and verify existing conditions at the Project Site to prepare plans for improvements to the 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 General.**

Engineer shall provide for Owner or its designee professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided, including professional engineering consultation and advice and furnishing customary civil engineering services incidental thereto.

**1.2 Preliminary Design Phase.**

After written authorization to proceed with the Preliminary Design Phase, Engineer shall:

1.2.1 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings and outline specifications of the Project.

1.2.2 Based on the information contained in the preliminary design documents, submit a preliminary opinion of probable Project Construction Costs.

1.2.3 Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with Owner or its designee.

**1.3 Final Design Phase.**

After written authorization to proceed with the Final Design Phase, Engineer shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the preliminary opinion of probable Project Construction Costs, prepare for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.3.2 Provide technical criteria, written descriptions and design and data for Owner or its designee's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist Owner or its designee in consultations with appropriate authorities.

1.3.3 Advise Owner or its designee of any adjustments to the latest opinion of probable Project Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to Owner or its designee a revised opinion of probable Project Construction Costs based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by Owner or its designee, its legal counsel and other advisors, construction contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.3.5 Furnish five (5) copies plus one (1) copy in electronic format of the above documents and of the Drawings and Specifications and present and review them in person with Owner or its designee. Drawings shall be in Auto Cadd 2000 and state plain coordinator NAD 83.

**1.4 Bidding Phase.**

After written authorization to proceed with the Bidding Phase, Engineer shall:

1.4.1 Attend pre-bid conference.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Tabulate bids, evaluate bid for completeness and conformance with bidding requirements and recommend the award of construction contract.

**2. POST DESIGN SERVICES.**

The following Post Design Services are to supplement the original agreement for Professional Services:

a. Attend monthly on-site meetings with County and Contractor for interpretation of design and specifications.

b. Although the County will be providing the daily CEI inspections, the Engineer shall perform various site visits and report to the County any work failing to conform to the Contract Documents or which in any way appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices. These are to be done at the time of the monthly meetings.

c. Respond to Request for Information from the Contractor or Owner.

d. At the Owner's request, review shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, any other data which the Contractor is required to submit for the purpose of verifying acceptability in conformance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required in construction contracts related to the project.

e. At the Owner's request, review, comment on and/or approve change orders to the Contractor.

f. Receive review and approve record drawings prepared by the Contractor for compliance with the requirements of the Contract Documents.

**3. ADDITIONAL SERVICES OF ENGINEER.**

- 3.1 Services resulting from changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
- 3.2 Upon acceptance of the final Contract Document(s) for the Project(s) the Owner or its designee and Engineer may define services as necessary to administer the construction contract(s).
- 3.3 All modifications or additions to the scope of services ("Basic Services") provided by the Engineer 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.

**4. SCHEDULE.**

Engineer shall insure to the best of its ability that the Services, required of the Engineer hereunder, shall be accomplished within the schedule, attached hereto as Exhibit "A" (hereinafter, the "Schedule"). If the engineer fails to perform within the Schedule and the failure to perform is determined by mediation in accordance with the provisions of Section 10.2 to be attributable to the Engineer, Owner may reduce the basic compensation in an amount to be determined by the Mediator.

**5. 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:

- 5.1 Owner designates the County Coordinator 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.

- 5.2 Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner or its designee will require to be included in the Drawings and Specifications.
- 5.3 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.
- 5.4 Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- 5.5 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, obtain advice of any attorney, and other consultants as owner or its designee deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
- 5.6 Furnish 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.
- 5.7 Furnish to Engineer data or estimated figures as to Owner or its designee's anticipated costs for services to be provided by others for Owner or its designee so that Engineer may make the necessary findings to support opinions of probable Project Construction Costs.
- 5.8 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 5.9 Give prompt written notice to Engineer whenever Owner or its designee observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in Engineer's services.

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

5.11 Bear all costs incident to compliance with requirements of this Section 5.

**6. PERIODS OF SERVICE.**

6.1 The provisions of this Section 6 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 ten (10) months from the date of receipt by Engineer of the written Notice to Proceed. Exhibit "A" Entitled "Project Schedule", attached hereto and made a part hereof, sets forth the specific periods of time for rendering the services.

6.2 Upon written authorization from Owner or its designee, Engineer shall proceed with the performance of the services called for herein.

6.3 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.

**7. PAYMENTS TO ENGINEER.**

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

7.1.1 For Basic Services. Owner shall pay Engineer for Basic Services rendered a fee of \$293,121.77 for all Basic Services as set forth in Exhibit A. Said fee shall be broken down by task and paid pursuant to satisfactory task completions. The fee proposal for each task is attached hereto as Exhibit B. All requests for payment shall be sent to the Clerk of Courts at Post Office Box 4000, Fernandina Beach, Florida 32035.

7.1.2 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.

**7.2 Payments.**

7.2.1 Owner shall make payments due and approved for Engineer for services and expenses within forty five (45) days after receipt of Engineer's statement therefor.

7.2.2 In the event of termination by Owner or its designee under Paragraph 9.1, Engineer shall be compensated pursuant to a mutually agreed upon percentage of completion of the project.

**8. CONSTRUCTION COST AND OPINIONS OF COST.**

**8.1 Construction Cost.**

The construction cost of the entire project (herein referred to as "Construction Cost") means the cost to Owner or its designee of those portions of the entire Project designed and specified by Engineer, but it will not include Engineer's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to Owner or its designee pursuant to Paragraph 5.7.

**8.2 Opinions of Cost.**

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If, prior to the Bidding Phase, the Owner or its designee wishes greater assurance as to Project or construction Costs, Owner or its designee shall employ an independent cost estimator.

**9. TERMINATION OR SUSPENSION.**

9.1 Engineer shall be considered in material default of this Agreement and such default will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth in this Section, for any of the

following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Engineer or by any of Engineer's principals, partners, officers, or directors, or (d) failure to obey laws, ordinances, regulations, or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The Owner may so terminate this Agreement, in whole or in part, by giving the Engineer seven (7) calendar days' written notice.

- 9.2 If, after notice of termination of this Agreement as provided for in Paragraph 9.1 above, it is determined for any reason that Engineer was not in default, or that its default was excusable, or that Owner otherwise was not entitled to the remedy against Engineer provided for in Paragraph 9.1, then the Notice of Termination given pursuant to Paragraph 9.1 shall be deemed to be the Notice of Termination provided for in Paragraph 9.3 below and Engineer's remedies against Owner shall be the same as and limited to those afforded Engineer in Paragraph 9.3 below.
- 9.3 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.
- 9.4 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.
- 9.5 The Owner shall have the power to suspend all or any portions of the services to be provided by Engineer hereunder upon giving Engineer two (2) calendar days' prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so



suspended, the Engineer's sole and exclusive remedy shall be to seek an extension of time to its schedule.

**9.6 Force Majeure.**

Should services be delayed at any time during period of this Agreement due to changes ordered in the services by Owner or its designee, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Engineer's control, or by other causes which the Owner or its designee determines may justify the delay, then an extension for performance of this Agreement may be granted to Engineer by Owner or its designee.

**9.7 Reuse of Documents.**

All documents including Drawings and Specifications prepared or furnished by Engineer (and Engineers' independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. Owner or its designee may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner or its designee and others; however, such documents are not intended or represented to be suitable for reuse by Owner or its designee or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's' fees arising out of or resulting therefrom.

**9.8 Insurance.**

Engineer shall maintain, to the extent reasonably available, the following insurance coverages during the performance of its Services under this Agreement:

Workers Compensation & Employers' Liability	Statutory
General Liability Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000/\$1,000,000
Automobile Liability Bodily Injury/	

Property Damage Combined	\$1,00,000/\$1,000,000
Professional Liability including errors and omissions)	\$1,000,000/\$1,000,000

All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

9.8.1 The term "The Board of County Commissioners for Nassau County, Florida", shall include Nassau County, Florida, a political subdivision of the State of Florida, and all authorities, Board, Bureaus, Commissioners, Divisions, Departments and Offices thereof, and all individual members and employees thereof in their official capacity, and/or while acting on behalf of either Nassau County, Florida, or the Board of County Commissioners of Nassau County, Florida.

9.8.2 All insurance policies, other than the Professional Liability policy and the workers' Compensation policy, provided by Engineer to meet the requirements of this Agreement shall name the Board of County Commissioners of Nassau County, Florida, as that name is defined in 9.8.1 above, as an additional insured as to the operations of the Engineer under the Contract Documents and shall contain a severability of interests provisions.

**9.9 Controlling Law.**

9.9.1 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.

9.9.2 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.

**9.10 Subletting, Assignment and Transfer.**

Owner and Engineer each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners,

successors, assignees and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**10. SPECIAL PROVISIONS AND EXHIBITS.**

**10.1 Indemnification.**

10.1.1 Owner agrees that Engineer is not responsible for the Project Site (including the handling, clean-up or disposal of hazardous substances from the Project Site) and Owner agrees to indemnify and hold Engineer harmless from any and all liability, claims, damages or other expenses arising out of, resulting from, or otherwise connected with hazardous substances from the Project Site, except for Engineer's willful misconduct or gross negligence.

10.1.2 The Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and persons employed by or utilized by the Engineer in the performance of this Agreement.

10.1.3 The remedy provided to an indemnitee by Paragraph 10.1.2 shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

10.1.4 The remedy provided to an indemnitee by this Agreement shall survive this Agreement and shall not be limited in any manner by acceptance, final completion, or final payment.

10.1.5 A claim for indemnity pursuant to this Agreement shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning, or construction of an improvement to real property.

10.1.6 The provisions of Section 10.1 are severable and if, for any reason, any one or more of the provisions contained in the Section shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy, or unenforceable in any respect, the invalidity, illegality, being against public policy, or unenforceability shall not affect any other provision of this Section which shall remain in effect and be

construed as if the invalid, illegal, against public policy, or unenforceable provision had never been contained in the Section.

**10.2 Dispute Resolution.**

Any dispute arising under this Agreement, 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 Engineer. 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.

**10.3 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.

**10.4 Notices.**

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent federal express, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinbelow given with copies to the Clerk of Courts. Any notice shall be deemed delivered upon hand delivery or federal expressed or one (1) day after depositing such notice with reputable overnight courier services. Either party may designate in writing such other address as shall be given by written notice.

If to Owner:

Nassau County County Coordinator  
~~3163 Bailey Road PO Box 1010~~ WLN 1-30-03  
Fernandina Beach, FL ~~32034~~ 32035  
Attn: Walter D. Gossett

With a Copy to:

J. M. "Chip" Oxley, Jr.  
Clerk of Courts  
Post Office Box 4000  
Fernandina Beach, FL 32035-4000

If to Engineer:

Mark Norton  
Project Director  
Pitman-Hartenstein & Associates, Inc.  
7820 Arlington Expressway, Suite 640  
Jacksonville, FL 32211

**REQUESTS FOR PAYMENT SHALL BE SENT TO:**

J. M. "Chip" Oxley, Jr.  
Clerk of Courts  
Post Office Box 4000  
Fernandina Beach, FL 32035-4000

**10.5 No Partnerships.**

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Owner and Engineer and they are and shall remain independent contractors one as to the other.

**10.6 Counterparts.**

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one (1) Agreement binding upon all of the parties hereto.

**10.7 Securing Agreement.**

10.7.1 Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the ward or making of this Agreement.


**10.8 Entire Agreement.**

This Agreement together with the exhibits identified above constitute the entire Agreement (consisting of pages 1 through 14, inclusive) between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

OWNER:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

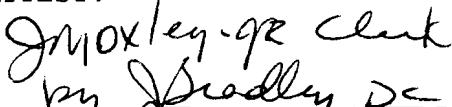
BY:   
VICKIE SAMUS  
Its: Chairman

ENGINEER:

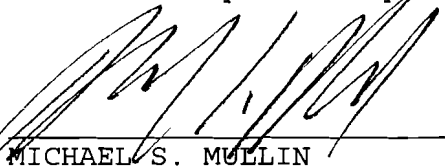
PITMAN-HARTENSTEIN &  
ASSOCIATES, INC.

BY:   
ALAN HARTENSTEIN, PE, REP

ATTEST:

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

Approved as to form by the  
Nassau County Attorney:

  
MICHAEL S. MULLIN

NOTICE TO PROCEED

TO: PITMAN HARTENSTEIN & ASSOCIATES, INC.  
7820 ARLINGTON EXPRESSWAY  
SUITE 640  
JACKSONVILLE, FLORIDA 32211

Date: JANUARY 28, 2003

Project:

MINER ROAD WIDENING AND  
REALIGNMENT PROJECT  
NASSAU COUNTY, FL

You are hereby notified to commence work in accordance with the Agreement for the project referenced above dated January 27, 2003, approved by the Board of County Commissioners of Nassau County, Florida in Regular Session of January 27, 2003. You are to substantially complete the Project in a total of 120 days after the date of this Notice to Proceed. The Date of Completion of all Work is therefore May 28, 2003. The cost shall not exceed \$293,121.77 for basic services. Said fee shall be broken down by task and paid pursuant to satisfactory task completions.

NASSAU COUNTY, FLORIDA



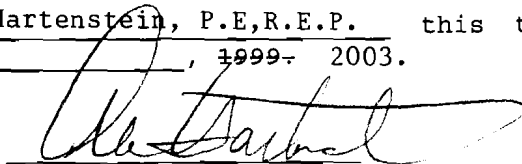
VICKIE SAMUS  
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Alan Hartenstein, P.E., R.E.P. this the 29th day of  
January, ~~1999~~ 2003.

By:



Title: Executive Vice President



January 6, 2003

Mr. J.M. "Chip" Oxley, Jr.  
Ex-Officio Clerk  
Nassau County Board of County Commissioners  
191 Nassau Place  
Yulee, Florida 32097

RE: Miner Road Safety Widening & Realignment Project  
Proposal for Design Services  
PH&A Marketing Number J3079.00

Dear Mr. Oxley:

Pitman-Hartenstein & Associates, Inc., Engineers (PH&A) appreciates this opportunity to offer Nassau County design services for the referenced project as outlined in this proposal. Our proposed scope of services and the corresponding fees have been enclosed as Exhibits "A" and "B" respectively.

Exhibit "A" provides a detailed listing of tasks recommended for completion to meet the objectives stated in Nassau County's Request for Qualifications for the referenced project. Exhibit "B" provides our estimate of effort by pay grade category that will be required to complete the tasks listed in Exhibit "A". Also provided in Exhibit "B" are PH&A's standard hourly rates for each pay grade provided.

This enclosed scope of services will allow PH&A to complete the design and permitting needed to widen Miner Road by two feet left and right of the existing roadway crown, to resurface the roadway to incorporate the widening as a seamless driving surface, to add sidewalks along the left and right right-of-ways, to realign the connection to S.R. A1A/S.R. 200, and to signalize the realigned connection. This effort will extend the length of Miner Road from S.R. A1A/S.R.200 south to Haddock Road and exclude any pavement widening/sidewalk segments provided within the last year as a part of the Yulee Middle School construction.

During the course of this design effort, PH&A will deliver to Nassau County six sets of plans along with three copies of specifications, quantities, and opinion of cost at each of four phases of design completion as detailed in the enclosed scope of services. Specifically, these phases will be the 30%, 60%, 90%, and 100% completion. PH&A will prepare and submit permit applications as outlined in Exhibit "A" within 30 days of Nassau County's notice to proceed pursuant to an executed contract for services between





PH&A and Nassau County. PH&A will also prepare exhibits mounted on foam board for public involvement meetings.

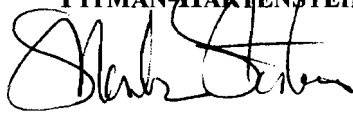
There will be the need for PH&A to acquire the services of three sub-consultants to successfully complete the design effort for this project. These sub-consultants will provide the topographic survey, wetlands delineation & other information necessary to obtain permits to fill wetland areas, and geotechnical data. Estimated costs and fees for sub-consultant services have not been included in this scope or the enclosed fee proposal. PH&A will provide an estimate of these fees under separate correspondence.

Also, please note that the enclosed fee proposal does not include any permit application fees or any other ancillary expenses associated with obtaining necessary approvals or data required for the successful design of the proposed project. Pursuant to customary practice, Nassau County will assume responsibility for these expenses directly. PH&A will provide Nassau County with the necessary information to evaluate these requirements as they arise such that the County may act at their own discretion.

Should you have any questions or require further information, please let me know by contacting me at (904) 724-3546. Mr. Robert Franques of our office may also be able to assist you if I am not immediately available and you desire prompt attention. PH&A thanks you for this opportunity to continue to serve Nassau County.

Sincerely,

~~PITMAN-HARTENSTEIN & ASSOCIATES, INC., ENGINEERS~~



Mark Norton  
Project Director

Enclosures

Xc: Walt Gossett, Nassau County  
Bill Pitman, P.E., PH&A  
Alan Hartenstein, P.E., PH&A  
Robert Franques, P.E., PH&A

## Exhibit "A"

### SCOPE OF SERVICES MINER ROAD WIDENING & REALIGNMENT PROJECT

Task 1	CONTRACT ADMINISTRATION
	This task relates to functions of contract administration between Nassau County and PH&A.
Task 2	COORDINATION OF SUB-CONSULTANT SERVICES
	Includes effort to be expended to negotiate, administer, and coordinate with sub-consultants for surveying, geotechnical, and wetland delineation services.
Task 3	PAVEMENT DESIGN (RESURFACING & WIDENING)
	Roadway corings, projected traffic, and projected loading will be evaluated to determine a suitable pavement section for the road widening. PH&A will also evaluate the milling & resurfacing needed to provide an appropriate finished pavement surface. This proposed pavement section would be provided in the 30% design phase package for approval/comment by Nassau County. Final approval of the pavement section will be needed from Nassau County for PH&A to proceed to the 60% design phase.
Task 4	PAVEMENT DESIGN (REALIGNMENT)
	Geotechnical borings, projected traffic, and projected loading will be evaluated to determine a suitable pavement section for the realignment portion of Miner Road. This proposed pavement section would be provided in the 30% design phase package for approval/comment by Nassau County. Final approval of the pavement section will be needed from Nassau County for PH&A to proceed to the 60% design phase.
Task 5	STORMWATER MANAGEMENT FACILITY DESIGN
	Design and documentation for the required stormwater treatment/attenuation facility that will be required for the realignment segment of Miner Road. This effort is limited to evaluation of three alternate pond locations. A fourth alternate using an expanded right-of-way and roadside swales will also be included.
Task 6	DRAINAGE CONVEYANCE DESIGN
	Modifications to existing swales will be evaluated to ensure that existing capacity is maintained. A sub-surface drainage system for the realignment segment of Miner Road will also be developed and analyzed in the AutoCAD ver. 2000 CivilDesign Package IF Nassau County selects a curb and gutter section during the 30% design development phase. Should Nassau County choose to utilize an 80-foot wide Right-of-Way and roadside swales for the realignment segment, design will be based on the Federal Highway Administration's Circular HDS-4.

**Exhibit "A" (Continued)**

**SCOPE OF SERVICES FOR  
MINER ROAD WIDENING & REALIGNMENT PROJECT**

Task 7	<b>SIGNALIZATION DESIGN</b>
	PH&A will prepare a signalization & intersection design pursuant to Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA) standards for the proposed intersection of Miner Road and S.R. 200/S.R. A1A. These plans will be developed based on the traffic study provided by Nassau County for the Yulee Middle School. Therefore, no traffic study is included as a part of this task.
Task 8	<b>UTILITY ADJUSTMENT &amp; COORDINATION</b>
	PH&A will submit copies of the 60% design stage plans to all utility companies potentially impacted by the proposed project. They will be requested to indicate the locations and sizes of their facilities on the plans provided. Reasonable design changes to accommodate existing utilities will be made for the 90% submittal, at Nassau County's discretion. Otherwise, these companies will be required to relocate their facilities.
Task 9	<b>SIGNING &amp; PAVEMENT MARKING</b>
	Appropriate signing and marking will be provided as a separate plan package within the 60%, 90%, & 100% design submittals. The latest version of the Manual on Uniform Traffic Control Devices and any applicable Nassau County requirements will be used as the basis of design.
Task 10	<b>MAINTENANCE OF TRAFFIC DESIGN</b>
	Plan sheets will be included in the plan set to provide details for maintenance of traffic. These plans will show appropriate phasing of lane closures, required barricading & signing, and overall traffic routing during the construction of the project.
Task 11	<b>PLANS &amp; SPECIFICATIONS PREPARATION</b>
	Plans will be developed in four stages: 30%, 60%, 90%, and 100%.  <u>30% DESIGN SUBMITTAL</u> This submittal will contain the proposed typical sections, topographic survey, jurisdictional wetland lines, proposed roadway and sidewalk alignments, proposed pavement sections, geotechnical borings, and proposed stormwater management facilities. Included in this submittal will be the proposed geometry for the new Miner Road at S.R. 200 intersection along with the signalization plans. PH&A will deliver a set of 30% complete plans within 25 days from the County's notice to proceed pursuant to an executed contract for services between PH&A and Nassau

## Exhibit "A" (Continued)

### SCOPE OF SERVICES FOR MINER ROAD WIDENING & REALIGNMENT PROJECT

County. PH&A will submit with the intent to continue onto the next design stage in reliance upon review comments/concurrence received from Nassau County. Our recommendation is to schedule a review meeting no more than 5 days following the submittal date wherein PH&A staff will meet with appropriate Nassau County staff to approve or recommend revisions to the 30% design submittal.

#### 60% DESIGN SUBMITTAL

Pavement marking, roadway signing, maintenance of traffic plans, and comments received from the County's review of the 30% submittal will be incorporated into this design submittal. PH&A will deliver a set of 60% complete plans within 25 days from the date Nassau County completes its review of the 30% submittal. PH&A will submit with the intent to continue onto the next design stage in reliance upon review comments/concurrence received from Nassau County. Our recommendation is to schedule a review meeting no more than 5 days following the submittal date wherein PH&A staff will meet with appropriate Nassau County staff to approve or recommend revisions to the 60% design submittal.

#### 90% DESIGN SUBMITTAL

This submittal will represent the final design package as proposed by PH&A. Plans provided in this submittal will also incorporate any changes as required by applicable regulatory agencies from which permits will be required. PH&A will deliver the 90% complete plans within 25 days from the date Nassau County completes its review of the 60% submittal. Our recommendation is to schedule a review meeting no more than 5 days following the submittal date wherein PH&A staff will meet with appropriate Nassau County staff to approve or recommend revisions to the 90% design submittal.

#### 100% DESIGN SUBMITTAL

PH&A will deliver a set of 100% complete plans within 20 days from the date Nassau County completes its review of the 90% submittal. This will be the final design package containing all construction plans and specifications necessary to solicit bids from contractors and to construct the proposed Miner Road Widening & Realignment.

## Exhibit "A" (Continued)

### SCOPE OF SERVICES FOR MINER ROAD WIDENING & REALIGNMENT PROJECT

Task 12	<b>PUBLIC INVOLVEMENT MEETINGS</b>
	PH&A will prepare materials and provide staff for three public involvement meetings. The meetings will follow shortly after each design submission except for the 100% submittal. PH&A will provide at least four and no more than six 24" x 36" foam board mounted exhibits supplemented with PowerPoint© slides for each meeting. Arrangements for the meeting time, location, notifications, expenses, and additional attendees will be made by Nassau County.
Task 13	<b>SJRWMD AGENCY MEETINGS</b>
	PH&A will send appropriate staff to attend two meetings with the St. Johns River Water Management District either at the SJRWMD Jacksonville Service Center or on the project site. The first meeting will be a pre-application meeting to take place within 15 days of project commencement, and the second will take place when SJRWMD personnel are available to verify the wetland delineation.
Task 14	<b>ARMY CORPS OF ENGINEERS (ACOE) AGENCY MEETINGS</b>
	PH&A staff will be available to meet ACOE staff on the project site for the purpose of verifying the wetland delineations. Only one meeting is provided in this task.
Task 15	<b>FLORIDA DEPT. OF TRANSPORTATION (FDOT) AGENCY MEETINGS</b>
	Appropriate PH&A staff will be available to meet with FDOT staff for review and discussion of the permit application. PH&A will meet with FDOT staff as early as possible to conduct a pre-application meeting. Only two meetings are provided in this task.
Task 16	<b>CLIENT PROJECT REVIEW MEETINGS</b>
	Five meetings between appropriate PH&A design team members and staff selected by Nassau County are provided in this task item. A project commencement meeting along with a meeting following each design submittal at a location selected by Nassau County will be conducted by PH&A. The purpose of these meetings being to obtain comments/concurrence from Nassau County regarding the proposed design.
Task 17	<b>SJRWMD PERMIT APPLICATION</b>
	PH&A will prepare an Environmental Resource Permit application along with appropriate supporting materials necessary to obtain SJRWMD approval of the proposed project.

## Exhibit "A" (Continued)

### SCOPE OF SERVICES FOR MINER ROAD WIDENING & REALIGNMENT PROJECT

Task 18	U.S. ARMY CORPS OF ENGINEERS PERMIT APPLICATION
	PH&A will prepare an Environmental Resource Permit (ERP) application along with appropriate supporting materials necessary to obtain U.S. Army Corps of Engineers (U.S. ACOE) approval of the proposed project. Note that the SJRWMD ERP is a joint application; thereby application to SJRWMD is also an application to the U.S. ACOE.
Task 19	ADA DESIGN & COMPLIANCE
	All pedestrian facilities will be designed incorporate U.S. and State of Florida ADA requirements. Latest standards and bulletins from the Florida Department of Transportation and Nassau County will also be used to govern ADA implementation.
Task 20	FDOT CONNECTION PERMIT APPLICATION
	PH&A will prepare the necessary application and supporting materials to submit for a connection permit from the Florida Department of Transportation. This permit will be required for the construction of the proposed signalized intersection of the Miner Road realignment segment and S.R. 200/S.R. A1A.
Task 21	FDEP NOTIFICATION FOR NPDES STORMWATER
	PH&A will prepare the Stormwater Pollution Prevention Plan and Notification of Intent to Use the General Permit pursuant to Florida Department of Environmental Protection requirements to be in effect on March 10, 2003.
Task 22	QA/QC
	PH&A will prepare an appropriate QA/QC checklist for this project. The QA/QC officer will complete the checklist during each plan submittal. Finished checklists will be provided to Nassau County.
Task 23	ESTIMATE OF QUANTITIES & OPINION OF COST
	PH&A will prepare quantity computation books and an opinion of cost as part of the 60%, 90%, and 100% plan submittals. Such estimates prepared for the 60% and 90% will be considered gross estimates prepared for the purpose of allowing Nassau County to evaluate the proposed design for possible revision based on budget constraints. PH&A makes no representation at any time that facilities being incorporated into the proposed design requested by Nassau County (including plans as approved during the 30% submittal) or required by regulatory constraints will meet any budgetary goals set by Nassau County. However, upon receipt of a supplemental fee and upon request from Nassau County, PH&A will evaluate the project to determine possible alternates to decrease the project scope while still satisfying as many project objectives as possible.

**Exhibit "A" (Continued)**

**SCOPE OF SERVICES FOR  
MINER ROAD WIDENING & REALIGNMENT PROJECT**

Taskj 24	<b>BID PHASE SERVICES</b>
	This will include attendance at Pre-Bid Conference, issue addenda as appropriate to interpret/clarify bid documents, assisting in the tabulation of bids, evaluate bids for completeness and conformance, addressing questions generated from the Pre-bid conference, and recommend award of construction contract.
Task 25	<b>POST-DESIGN SERVICES DURING CONSTRUCTION</b>
	Post-Design services as described in the "Standard Form of Agreement between Owner and Engineer for Professional Services".

**Exhibit "B"**  
**Fee Proposal**  
**Miner Road Widening Relignment Project**

	Project Director	Hourly Fee	Project Engineer	Hourly Fee	Design Engineer	Hourly Fee	Senior Tech	Hourly Fee	CADD Tech	Hourly Fee	Clerical	Hourly Fee	Total Hours	Total Fee
		\$ 116.46		\$110.91		\$ 94.28		\$61.91		\$ 49.41		\$ 30.00		
Task 1	Contract Administration	40	24	0	0	0	0	0	0	16			80	\$ 7,800.24
Task 2	Coordination of Survey Services	4	32	16	8	8	8	8	8	8			76	\$ 6,654.00
Task 2	Coordination of Wetland Delineation	4	24	4	0	0	0	0	0	4			36	\$ 3,624.80
Task 2	Coordination of Geotechnical	4	12	4	0	8	0	0	0	4			32	\$ 2,689.16
Task 3	Pavement Design (Resurf. & Widen)	0	18	24	0	0	0	0	0	0			42	\$ 4,259.10
Task 4	Pavement Design (Realignment)	0	18	24	0	0	0	0	0	0			42	\$ 4,259.10
Task 5	Stormwater Mgt. Facility Design	0	20	40	16	8	0	0	0	0			84	\$ 7,375.24
Task 6	Drainage Conveyance Design	0	18	40	16	8	0	0	0	0			82	\$ 7,153.42
Task 7	Signalization Design	0	156	50	0	0	0	0	0	0			206	\$ 22,015.96
Task 8	Utility Adjustment & Coordination	0	12	16	16	0	0	0	0	8			52	\$ 4,069.96
Task 9	Signing & Pavement Marking	0	10	32	0	0	0	0	0	0			42	\$ 4,126.06
Task 10	Maintenance of Traffic Design	0	10	16	0	0	0	0	0	0			26	\$ 2,617.58
Task 11	Plans & Specifications Preparation													
	30% Plan Set	4	48	80	120	80	0	0	0	0			332	\$ 24,713.92
	60% Plan Set	4	40	45	80	80	0	0	0	0			249	\$ 18,050.44
	90% Plan Set	4	32	40	30	60	0	0	0	0			166	\$ 12,608.06
	100% Plan Set	8	24	18	24	40	0	0	0	0			114	\$ 8,752.80
Task 12	Public Involvement Meetings	40	40	16	0	16	0	0	0	0			112	\$ 11,393.84
Task 13	SJRWMD Agency Meetings	0	8	0	0	0	0	0	0	0			8	\$ 887.28
Task 14	Army Corps of Eng. Agency Mtgs	0	8	0	0	0	0	0	0	0			8	\$ 887.28
Task 15	FDOT Agency Meetings	0	12	0	0	0	0	0	0	2			14	\$ 1,390.92
Task 16	Client Project Review Meetings	16	32	16	0	0	0	0	0	2			66	\$ 6,980.96
Task 17	SJRWMD Permit Application	0	10	24	8	24	0	0	0	4			70	\$ 5,172.94
Task 18	Army Corps of Engineers Application	0	6	16	0	8	0	0	0	2			32	\$ 2,629.22
Task 19	ADA Design & Compliance	0	10	16	16	8	0	0	0	0			50	\$ 4,003.42
Task 20	FDOT Connection Permit Application	0	12	24	30	24	0	0	0	2			92	\$ 6,696.78
Task 21	FDEP Notification for NPDES Storm	0	5	8	0	0	0	0	0	0			13	\$ 1,308.79
Task 22	QA/QC													
	60% Plans Submittal	1	24	16	0	0	0	0	0	0			41	\$ 4,286.78
	90% Plans Submittal	1	40	8	0	0	0	0	0	0			49	\$ 5,307.10
	100% Plans Submittal	1	40	8	0	0	0	0	0	0			49	\$ 5,307.10
Task 23	Estimate of Qtys & Opinion of Cost													
	60% Plan Development	1	6	8	8	0	0	0	0	0			23	\$ 2,031.44
	90% Plan Development	1	10	16	40	0	0	0	0	0			67	\$ 5,210.44
	100% Plan Development	1	8	8	16	0	0	0	0	0			33	\$ 2,748.54
Task 24	Bid-Phases Services	0	60	0	0	0	0	0	0	12			72	\$ 7,014.60
Task 25	Post-Design Services During Const.	0	110	60	40	20	0	0	0	36			266	\$ 22,401.50
	Direct Expense for Copies													\$ 1,500.00
	<b>TOTALS</b>	<b>134</b>	<b>939</b>	<b>693</b>	<b>468</b>	<b>392</b>	<b>100</b>	<b>2726</b>	<b>\$ 237,928.77</b>					





January 6, 2003

Mr. J.M. "Chip" Oxley, Jr., Ex-Officio Clerk  
Nassau County Board of County Commissioners  
191 Nassau Place  
Yulee, Florida 32097

RE: Miner Road Safety Widening & Realignment Project  
Proposal for Survey Services  
PH&A Marketing Number J3089.00

Dear Mr. Oxley:

Pitman-Hartenstein & Associates, Inc., Engineers (PH&A) appreciates this opportunity to transmit to Nassau County this estimate for survey, geotechnical, and wetland delineation sub-consultant services. Our intent is to provide Nassau County with sufficient information to prepare an authorization to PH&A regarding design of the referenced project. Specifically, PH&A anticipates that the following sub-consultant services and fees will be required for this project:

Geotechnical	Ellis & Associates	\$3000
Wetland Delineation	Environmental Resource Solutions	\$13,700
Survey	L.D. Bradley & Associates Land Surveyors	<u>\$38,493</u>
TOTAL		\$55,193

Should you have any questions or require further information, please let me know by contacting me at (904) 724-3546. Mr. Robert Franques of our office may also be able to assist you if I am not immediately available and you desire prompt attention. PH&A thanks you for this opportunity to continue to serve Nassau County.

Sincerely,

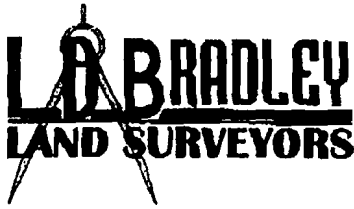
**PITMAN-HARTENSTEIN & ASSOCIATES, INC., ENGINEERS**

Mark Norton  
Project Director

Enclosures

Xc: Walt Gossett, Nassau County  
Bill Pitman, P.E., PH&A  
Alan Hartenstein, P.E., PH&A  
Robert Franques, P.E., PH&A





December 23, 2002

Mr. Mark Norton  
Pitman, Hartenstein & Associates, Inc.  
7820 Arlington Expressway, Suite 640  
Jacksonville, Florida 32211

Re: Miner Road, Reconstruction and Relocation

Dear Mr. Norton

Please find herewith our proposal for surveying and mapping services for the above referenced project.

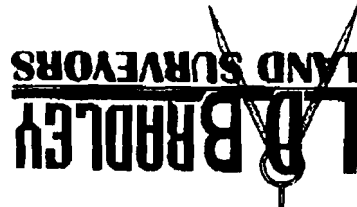
The limits of work is defined as Right of Way to Right of Way on Miner Road from Haddock Road to State Road A1A, including the realignment of the Northern end of Miner Road

The Scope of Services will include the following:

1. Alignment of Miner Road and the relocated portion
  2. Bench Marks at 1400' intervals (NGVD 29)
  3. Topo/DTM from R-W to R-W
  4. Stake and reference centerline at 1400' stations
  5. Location of surface utilities
  6. Boring location
  7. A1A, 500' each way
  8. Jurisdictional Wetlands
  9. Miner Road relocation, Right of Way map and descriptions
  10. Data Processing
  11. Project Surveyor
- Estimate: \$34,323.00

Optional fee for a Pond Site survey

1. Topo/DTM
  2. Property ties
  3. Jurisdictional Wetlands
  4. Boring location
  5. Data Processing
- Estimate: \$4,170.00



We are aware of the brevity of the schedule and are prepared to commit the necessary resources and staff to meet the time constraints.

We thank you for the opportunity to submit this proposal. Should you have any further questions, please feel free to contact me.

Kind Regards,

*Arnold J. Johns*  
 Arnold J. Johns, PLS

ENVIRONMENTAL RESOURCE



SOLUTIONS, INCORPORATED

3 January 2003

Mr. Robert Franques  
Pitman, Hartenstein & Associates, Inc.  
7820 Arlington Expressway, Suite 640  
Jacksonville, Florida 32211

**RE: Miner Road Widening and  
Resurfacing Project/Nassau County  
ERS Proposal No. P03002**

Dear Robert:

Environmental Resource Solutions, Inc. (ERS) is pleased to provide the attached proposal/contract for environmental services associated with the referenced project site. Specifically, our services will include wetland delineation and permitting tasks.

We look forward to working with you. Please call me if you have any questions or if we can be of further assistance.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.

A handwritten signature in cursive script, appearing to read "Nancy".

Nancy C. Zyski  
President

Attachment

(NCZ/jr/P03002)

**PROPOSAL/CONTRACT**

**Prepared for:**

**Mr. Robert Franques**

**Pitman, Hartenstein & Associates, Inc.**

**7820 Arlington Expressway, Suite 640**

**Jacksonville, Florida 32211**

**3 January 2003**

**RE: Miner Road Widening and  
Resurfacing Project/Nassau County  
ERS Proposal No. P03002**

Environmental Resource Solutions, Inc. (ERS) will conduct the following services at the referenced project site:

Wetland Delineation. ERS will delineate the jurisdictional wetlands associated with the project site (including one pond site) pursuant to the methodologies of the St. Johns River Water Management District (SJRWMD) and U. S. Army Corps of Engineers (COE). The delineation will be conducted with the use of sequentially numbered surveying ribbons and we will coordinate with your surveyor as necessary to locate the flagged lines.

Fixed Fee..... \$2,050.00

Agency Verification. ERS will accompany representatives from both SJRWMD and COE to verify the location of the wetland lines. The verification will be conducted as an informal confirmation of the wetland lines for pre-application purposes.

Fixed Fee..... \$1,100.00

Pre-Application Meetings. ERS staff will prepare for and attend pre-application meetings with SJRWMD and COE to ascertain the permitting status and/or to discuss permitting protocol/issues.

Fixed Fee..... \$750.00

Environmental Resource Permit (ERP) Application Preparation. ERS will assist the project engineer to prepare and submit a joint ERP application to SJRWMD and COE. ERS will provide all necessary text and graphics needed to address the environmental portions of the ERP application. This task includes attending two agency inspections and responding to one Request for Additional Information (RAI) from each agency.

Fixed Fee..... \$9,800.00

Mr. Robert Franques  
3 January 2003  
Contract/Proposal  
Page 2

ERS is prepared to initiate services immediately upon receipt of authorization. Any additional tasks that may be requested (e.g. client/team meetings, mitigation planning, protected species permitting, responding to additional RAI's, etc.) will be conducted under separate contract for which a specific proposal(s) will be provided.

ERS is pleased to provide you with these services. Our invoices are prepared on a percent complete basis. Payment is due within 30 days of receipt of invoice. Both parties agree to resolution of any disputes within a Duval County, Florida court. This serves as an agreement between Environmental Resource Solutions, Inc. and the below signatory. If the client's account, after default, is referred to an attorney or collection agency for collection, client shall pay all of ERS expenses incurred in such collection efforts including, but not limited to court costs and reasonable attorneys' fees. Please sign both copies of this proposal and return one original to our office. We look forward to working with you.

TERMS ACCEPTED:

BY: Nancy C. Zygo

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed/Typed)

FOR: ENVIRONMENTAL RESOURCE SOLUTIONS, INC.

FOR: \_\_\_\_\_

DATE: 1/3/03

DATE: \_\_\_\_\_

(NCZ)/d/P03002)

*Jayce*

RETURN BY JANUARY 17, 2003

CONTRACT SIGN OFF

PROJECT NAME Miner Road Widening & Re-align PROJECT # \_\_\_\_\_

VENDOR PHA

ADDRESS 7820 Arlington Expressway, Suite 640  
Jacksonville, FL 32211

CONTRACT AMOUNT \$293,121.77 \*\* DATE REC'D \_\_\_\_\_

FUNDING SOURCE: 503 Impact Fees - Co. Trans. Paving

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_ REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 1-14-03 REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 1-14-03 REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 1-14-03 REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 1-14-03 REC'D CLERK \_\_\_\_\_

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CLERK *JW* DATE *1/25/03*

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET 1-21-03

BOARD MEETING APPROVAL DATE 1-27-03

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

\*\* Contract amount represents the amount of fee proposal of \$237,928.77 plus the amount for subs of \$55,193.00.

CONTRACT SIGN OFF

03 JAN 16 PM 12:33

PROJECT NAME Miner Road Widening & Re-align PROJECT # \_\_\_\_\_

VENDOR PHA

ADDRESS 7820 Arlington Expressway, Suite 640  
Jacksonville, FL 32211

CONTRACT AMOUNT \$293,121.77 \*\* DATE REC'D \_\_\_\_\_

FUNDING SOURCE: 503 Impact Fees - Co. Trans. Paving

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_ REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 1-14-03 REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 1-14-03 REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 1-14-03 REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 1-14-03 REC'D CLERK \_\_\_\_\_

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR \* \_\_\_\_\_ DATE 1-17-03

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

\* Comment on Page #2

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

\*\* Contract amount represents the amount of fee proposal of \$237,928.77 plus the amount for subs of \$55,193.00.



RETURN BY JANUARY 17, 2003

CONTRACT SIGN OFF

PROJECT NAME Miner Road Widening & Re-align PROJECT # \_\_\_\_\_

VENDOR PHA

ADDRESS 7820 Arlington Expressway, Suite 640  
Jacksonville, FL 32211

CONTRACT AMOUNT \$293,121.77 \*\* DATE REC'D \_\_\_\_\_

FUNDING SOURCE: 503 Impact Fees - Co. Trans. Paving

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_ REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 1-14-03 REC'D PWCM \_\_\_\_\_

DATE TO COUNTY COORDINATOR 1-14-03 REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 1-14-03 REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 1-14-03 REC'D CLERK \_\_\_\_\_

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY  \_\_\_\_\_ DATE 1/14/03

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

\*\* Contract amount represents the amount of fee proposal of \$237,928.77 plus the amount for subs of \$55,193.00.

RETURN BY JANUARY 17, 2003

CONTRACT SIGN OFF

PROJECT NAME Miner Road Widening & Re-align PROJECT # \_\_\_\_\_

VENDOR PHA

ADDRESS 7820 Arlington Expressway, Suite 640  
Jacksonville, FL 32211

CONTRACT AMOUNT \$293,121.77 \*\* DATE REC'D \_\_\_\_\_

FUNDING SOURCE: 503 Impact Fees - Co. Trans. Paving

DATE TO PUBLIC WORKS DIRECTOR \_\_\_\_\_ REC'D PWD \_\_\_\_\_

DATE TO P.W. CONTRACT MGR 1-14-03 REC'D PWCM 1/15/03

DATE TO COUNTY COORDINATOR 1-14-03 REC'D CO COORD \_\_\_\_\_

DATE TO COUNTY ATTORNEY 1-14-03 REC'D CO. ATTY \_\_\_\_\_

DATE TO CLERK 1-14-03 REC'D CLERK \_\_\_\_\_

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT MANAGER *Dawn St* DATE 1/16/03

COUNTY COORDINATOR \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

CLERK \_\_\_\_\_ DATE \_\_\_\_\_

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET \_\_\_\_\_

BOARD MEETING APPROVAL DATE \_\_\_\_\_

COPY DISTRIBUTION:  
TO FINANCE DATE \_\_\_\_\_  
TO VENDOR \_\_\_\_\_  
TO OTHER APPROPRIATE PARTIES \_\_\_\_\_

PAYMENT & PERFORMANCE BONDS OBTAINED \_\_\_\_\_

\*\* Contract amount represents the amount of fee proposal of \$237,928.77 plus the amount for subs of \$55,193.00.

1.2.3 Furnish five (5) copies of the above Preliminary Design documents and present and review them in person with Owner or its designee.

1.3 Final Design Phase.

After written authorization to proceed with the Final Design Phase, Engineer shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the preliminary opinion of probable Project Construction Costs, prepare for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.3.2 Provide technical criteria, written descriptions and design and data for Owner or its designee's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist Owner or its designee in consultations with appropriate authorities.

1.3.3 Advise Owner or its designee of any adjustments to the latest opinion of probable Project Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to Owner or its designee a revised opinion of probable Project Construction Costs based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by Owner or its designee, its legal counsel and other advisors, construction contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.3.5 Furnish five (5) copies plus one (1) copy in electronic format of the above documents and of the Drawings and Specifications and present and review them in person with Owner or its designee. Drawings shall be in Auto Cadd 2000 and state plain coordinator NAD 83.

*[Handwritten signature]*  
1-21-03

1.4 Bidding Phase.

After written authorization to proceed with the Bidding Phase, Engineer shall:

1.4.1 Attend pre-bid conference.