

CONTRACT FOR THRESHOLD INSPECTION SERVICES

THIS AGREEMENT entered into this 19th day of August, 2002, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **UNIVERSAL ENGINEERING SCIENCES, INC.**, a Florida corporation, 5561 Florida Mining Boulevard South, Jacksonville, FL 32257, hereinafter referred to as "UES" or "Special Inspector".

WHEREAS, the County intends to construct the New Nassau County Courthouse, located at 24100 William Burgess Boulevard, Yulee, FL 32097, consisting of an approximately 111,569 square foot structure, hereinafter referred to as the "Project"; and

WHEREAS, The County is required by Florida Statutes, Section 553.79, to provide a special inspector to perform structural inspections on a threshold building; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of Nassau County, Florida.

FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. **DESCRIPTION OF THE PROJECT** - The Project shall consist of a Special Inspector, who will perform structural inspections on the Project pursuant to and required by threshold inspection plan prepared by a structural engineer.

2. **TERM OF CONTRACT** - The term of this contract shall commence on August 19, 2002, with the execution hereof, and shall terminate two (2) years from said date.

3. **STATEMENT OF THRESHOLD INSPECTION SERVICES**

I. *Obligations:* As applicable to the Project, the Special Inspector is obligated to:

A. Both the County and the Building Official for observing that the work is executed in substantive accordance with the drawings and specifications as prepared by Spillis, Candella DMJM.

B. Notify the Contractor, the Building Official, the Architect/Engineer of Record, and the County of the following:

1. The use of materials, equipment, or workmanship which do not conform to the drawings and specifications as prepared by Spillis, Candella, DMJM or which will cause improper construction that is not acceptable.

2. Work which is not being done in accordance with the approved Official Contract Documents.

3. The recommended removal or repair of faulty construction or of construction performed without inspection and not capable of being inspected or tested in place.

4. File reports hereinafter described with the Building Official, the Architect/Engineer of Record, and the County.

5. Write and file such other structural reports as may be required by the Building Official.

6. Make other structural inspections as required by the Building Official.

II. *Reporting Information and Observations:* The Special Inspector's reports are secondary to actual observation during construction. However, they are of extreme importance in that they enable the Building Official, the Architect/Engineer of Record, and the County to keep the work current while it is in progress and will be of value in case of changes in the structure or its use in the future. The report may consist of a record of the progress, working conditions, observations given to the contractors, deviations from the Official Contract Documents, and problems encountered. The reports shall be

in writing and shall be made out promptly at the end of the period covered. The reports shall be filed weekly. The reports may consist of any and/or all of the following:

- A. Report of each inspection.
- B. Jobsite log of area inspected.
- C. Special records, mill tests, concrete tests, welding tests and reports, soil compaction tests, and soil densification tests and reports.
- D. Record of placing and curing concrete.
- E. Changes made in the field during a particular observation.
- F. Photographs.
- G. Erection of structural steel.

III. *Preparation Checklist:*

- A. Note permits which have been obtained.
- B. Licensed contractor's representative and contact person.
- C. Adequate supervision/organization/men/equipment.
- D. Approved Official Construction Documents/shop drawings/shoring and re-shoring plan/activity schedule.
- E. Log/daily diary set up.
- F. Arrangements for testing have been made.

G. Pre-construction meeting/construction coordination meetings.

IV. *Detailed Inspection Checklist:*

The Special Inspection shall inspect the following:

A. Foundation

1. Excavation/sub-surface preparation/bearing capacity.

2. Independent testing records/approvals (density tests and soil densification records/approvals).

3. Review of soil reports/borings/density test reports.

4. A testing laboratory will provide the inspection, tests and reports of the soil densification. A testing laboratory will make the required soil density (compaction) tests. Include those reports with those required herein.

5. Placement and sizes of anchor bolts/rebar/dowels - grade of steel.

6. Concrete cover.

7. Provision for utilities/conduit in structural elements (note structural integrity of footing).

8. Moisture protection

9. Excavation, effect of construction on existing structures.

10. Grade and elevations verified by Contractor.

B. Concrete:

Proper inspection requires adequate inspection personnel during the placing of concrete and finishing. It includes preparations prior to the start of placement such as proper formwork, placing reinforcing, cleaning the surface of the formwork, etc., as well as proper protection and curing of the finished concrete.

1. Rebar

a. Check shipment mill inspection/damage/ excessive rust.

b. Size/grade/bending.

c. Placement (location - disturbance after placement).

d. Support/tie/degree of support and stability during pour

e. Cover

f. Length and splices/laps/hooks bars.

g. Check from engineering drawings.

h. Clean before pour

i. Record and deviations from drawings such as additional steel and larger diameter bars.

2. Shoring and Re-shoring

a. General size

b. Shoring, bracing and re-shoring

c. Suitability

d. Obtain shoring and re-shoring drawings from Contractor.

e. Time period and approved procedure for re-shoring.

f. Certification of compliance with approved shoring plan to be submitted to Building Official by Contractor. Obtain copy of certificate.

g. Shoring inspection checklist.

3. Inadequate diagonal bracing of shores.

4. Inadequate lateral and diagonal bracing; poor splicing or bracing of double-tier shores or multi-story shores.

5. Failure to control rate of placing concrete vertically without regard to drop in height for segregation.

6. Failure to regulate properly the rate and sequence of placing concrete horizontally to avoid unbalanced loadings on the formwork.

7. Failure to inspect formwork during and after concrete placement to detect abnormal deflections or other signs of imminent failure which could be corrected.

8. Insufficient nailing/clamping/restraints

9. Failure to provide for lateral pressures on formwork.

10. Shoring not plumb and thus inducing lateral loading as well as reducing vertical load capacity.

11. Locking devices on metal shoring not locked, inoperative, missing, or incorrectly placed.

12. Vibration from adjacent moving loads or load carriers.

13. Inadequately tightened or secured form ties or wedges.

14. Form damage in excavation by reason of embankment failure.

15. Loosening or distortion of re-shores under floors below.

16. Premature removal of supports, especially under cantilevered sections.

17. Lack of proper field inspection by qualified Contractor's representative to insure that form design has been properly interpreted by form builders.



18. Lack of allowance in design for such special loadings as wind, power buggies, placing equipment.

19. Improperly stressed re-shoring.

20. Improper positioning of shores from floor to floor which creates reverse bending in slabs which are not designed for such stresses.

21. Inadequate anchorage against uplift due to battered form faces.

22. Insufficient allowance for eccentric loading due to placement sequences.

23. Providing form watchers during concrete placement.

24. Furnishing extra shores or other materials and equipment that might be needed in an emergency by form watchers.

25. Incorporation of scaffolds, guardrails, etc., into form design where feasible.

26. Embedded items

a. Anchor bolts

b. Inserts

c. Pipe sleeves

d. Frames

27. Openings which are not shown on the plans, including reinforcing steel around such openings, and maintaining required concrete cover.

28. Verify that specified mix is used including admixture, type of concrete, and water/cement ratio.

29. Placement.

a. Methods used for transportation, handling and placing concrete shall be reviewed for avoidance of whatever may cause poor consistency control or segregation.

b. The number and condition of concrete vibrators shall be verified including extra stand-bys to eliminate air and rock pockets.

c. Preplanned construction joints or emergency joints should be substantiated. Joints shall be located and made so to least impair the strength of the structure. Joints shall be prepared prior to making the secondary pour.

d. Drop, vibration, consolidation (metal deck will not withstand heavy concrete loads - CAUTION).

e. Tests conducted.

f. Water added.

- g. Age
- h. Disruption to rebar.
- i. Clean up prior to placement.
- j. Slump test on deck (not at truck)

prior to placement.

30. Curing and strength

- a. Special provisions called for.
- b. Test reports verified.
- c. Additional tests needed.
- d. Re-shoring.
- e. Removal of forms.
- f. Finishing, repairing surface

defects.

C. Steel/Structural

- 1. Erection procedures (sequence).
- 2. Accepted shop drawings.
- 3. Mill test reports, if required by

specifications.

4. The structural steel may be inspected in the shop by a testing laboratory, primarily for welding, shop bolting and quality of materials. See AWS Chapter 6 and specifications.

5. The structural steel will be inspected in the field by a testing laboratory for field welds and field bolting (torquing).

6. Bolting: Verify that LIM (Load Indicator Bolts) indicate proper torquing, if specified.

7. Surface finish/shop construction - galvanized, painted, or bare/any apparent manufacturing defect.

8. Identification of ASTM specification mark.

9. Welding electrodes.

10. Field verification of loading during construction for composite beam.

11. Field verification of steel sections and their location and compliance with shop drawings.

12. Inspection of welds and stud welding by testing lab before being covered.

13. Fire protection: Spray fireproofing will be inspected by a testing laboratory.

D. Frame

1. Connections.

a. Expansion joints.

b. Sliding

joints/stiffeners/compliance of joint condition to the design.

c. Alignment/plumbed.

E. Roof

1. Connection details.
2. Drainage/slope - roof drains.
3. Parapet walls/bracing.
4. Equipment supports.
5. Signs and appurtenances.
6. Overflow scuppers and outlets.
7. Ponding immediately after rain.

F. Curtain Wall/Glass and Glazing/Pre-cast Concrete Panels

1. Connections.
2. Accepted system/compliance with accepted shop drawings.
3. Safety glazing identification.
4. Alignment deflection.
5. Testing laboratory will inspect the welding for concrete panel connections.

G. Masonry

1. Non-reinforced

a. Tie beam/tie columns - spacing size/ location/placement of concrete before or after block wall/dovetails if required/vertical oo. inserts.

2. Reinforced and Partially Reinforced

a. Steel placement/lap lengths/ location of poured in place dowels/vertical steel in same cell as dowel.

b. Alignment of cells to be filled/slump of grout/cells to be wet before pouring/only grout the cells as specified/cells adjacent to opening and corner to be grouted/vertical bar embedment length in tie beam.

c. Verification of filled cells/ observation holes.

d. Mortar mix adequate.

H. Miscellaneous Structural Components such as Handrails, Guardrails, Stairways and Light Gauge Metal Framing.

1. Verify light gauge metal framing and connections with shop drawings.

2. Verify handrails, guardrails, and stairways with shop drawings.

I. General Observations

1. Check Local Failures

- a. Hairline cracks.
  - b. Deflection.
  - c. Settlement.
  - d. Overloads due to storage of materials.
  - e. Honey combing/exposed reinforcing steel/rust spots.
  - f. Structural member behavior in case of 60 mph wind.
  - g. Design and presence of barricades as required.
- 2. Shoring consistent with shoring plans.
    - a. Shoring and re-shoring shop drawings on file.

J. Records

- 1. Concrete
  - a. Slump test ASTM C143
  - b. Compression tests of molded cylinders ASTM C31, C39 - three specimens per 50 cy
  - c. Cylindrical cores (ASTM C42).
- 2. Soils
  - a. Densification and inspection reports
  - b. Soil compaction and reports

3. Steel: Welding inspection reports, check welder's certification.

4. Standard Reporting Forms, as may be required by the Building Official.

5. Other records as may be deemed necessary by the Special Inspector such as:

a. Concrete test cylinder reports.

b. Changes by the design A/E

c. Soil density test reports.

d. Observe any holes drilled in slabs, walls, and columns without prior acceptance.

e. Any exposed reinforcing steel exposed at face of reinforced concrete member.

f. At end of the week, Special Inspector shall issue a report regarding status of discrepancies found in that week or before if not fixed.

g. Send copy of inspection reports to Architect, Design Engineer, County, Contractor, Building Official, and any other as requested by the County.

### III. BUILDING STABILITY:

The lateral force resisting system of the building is the tilt-up concrete wall panels. These panels are designed as shearwalls to resist in-plane lateral forces as



well as the out-of-plane direct bending forces upon the panels.

4. **EXPERT WITNESS**

The Special Inspector shall serve as an expert or professional witness for the County in any legal proceedings arising in connection with this Contract, if the County so requests. The expert witness fee for the Special Inspector is as set forth in Exhibit "A".

5. **COMPENSATION**

Payment shall be in accordance with Article 6, below, of this Contract for Threshold Inspection Services. Total compensation for all services, materials, supplies, and other items or requirements necessary to complete the work described herein shall not exceed \$44,145.00. The Threshold Engineer, Threshold Representative, and clerical staff shall be compensated in accordance with the Schedule of Prices attached hereto as Exhibit "B" and made a part hereof.

6. **METHOD OF PAYMENT**

The Special Inspector shall submit a monthly statement for professional services rendered to the date of statement. The monthly statements shall reflect Threshold Engineer, Threshold Representative, and clerical staff's statement of services actually completed at the time of

billing. Such statements are to be prepared by the Special Inspector and accompanied by such supporting data as may be required by the County.

Within forty-five (45) days of acceptance by the County of the work for which the Threshold Engineer has submitted the monthly statement of professional services, pursuant to Florida Statutes, Section 218.70 (Florida Prompt Payment Act), the Threshold Engineer will be paid the money due for work covered by said statement.

**7. COUNTY REPRESENTATIVE**

The work will be under the direction of the authorized County Representative who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. The County Representative is the Nassau County Building Official or his/her designee.

Neither the County Representative's review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this contract, and the Special Inspector shall be and shall remain liable to the County for all costs of any kind which were incurred by the County as a result of the Special

Inspector's negligent performance of the services furnished under this Contract.

**8. MODIFICATION TO SCOPE OF WORK/CHANGE ORDERS**

The County Representative may, at any time, by written order, make changes within the general scope of the Contract and the work and service to be performed. If any such change causes an increase or decrease in the Special Inspector's cost of, or the time required for, performance of the Project work, an equitable adjustment shall be made, and the contract shall be amended in writing accordingly. Any claim by the Special Inspector for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Special Inspector of the notification of change, unless the County Representative grants a further period of time before the completion of the contract. The Special Inspector shall proceed with the prosecution of the work as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials will be allowed.

**9. AUDIT AND EXAMINATION OF RECORDS**

For the purposes of verifying the cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification are accurate, complete, and current, the County Representative,

or its authorized representatives, shall - until the expiration of three (3) years from the date of final payment under this contract - have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were prepared by the Special Inspector in connection with work under this contract.

**10. INSURANCE**

The Special Inspector shall not commence any work in connection with this contract until it has obtained all of the following types of insurance, and such insurance has been approved by the County. Approval by the County of any policy of insurance shall not, however, relieve the Special Inspector from its responsibilities to provide the insurance coverage required herein.

The Special Inspector shall furnish policies and certificates of insurance to the County for review and approval. The certificates shall clearly indicate that the Special Inspector has obtained insurance of the type, amount, and classification required by these provisions, and remain in full force and effect for the term of this contract. No work shall be commenced until the County has

approved these policies. This contract may be terminated by the County, without penalty or expense, if any policy required hereunder is not provided to the County for approval within thirty (30) days of the date of execution of this contract.

All policies required hereunder must contain language requiring sixty (60) days prior notification to the County Representative of any changes in, or cancellations of, coverage.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida, and such insuring company is required to have a minimum rating of B, Class X in the "Best Key Rating Guide" published by the A.M. Best & Company, Inc.

**A. Workers' Compensation:** The Special Inspector shall secure and maintain during the contract term, all Workers' Compensation insurance required by Florida law for itself and its employees, without exclusion of any class of employee and with a minimum of Five Hundred Thousand and no/100 Dollars (\$500,000.00) Employer's Liability coverage.

**B. Liability:**

(1) Commercial General: The Special Inspector shall secure and maintain during the contract term, One Million and no/100 Dollars (\$1,000,000.00) single limit

Commercial General Liability insurance, covering itself, its employees or agents, for claims for damages for personal injury, loss or damage of property, and other such causes, including what is commonly known as Groups A, B, and C. Such policy shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Special Inspector or by any other persons. Public Liability coverage shall include Blanket Contractual insurance, and shall make express reference to the Special Inspector's hold-harmless provision as provided herein.

(2) Motor Vehicle: The Special Inspector shall secure and maintain during the contract term, One Million and no/100 Dollars (\$1,000,000.00) single limit Business Automobile Liability insurance, covering itself, its employees or agents, for claims for damages for personal injury, loss or damage of property, and other such causes, including what is commonly known as Groups A, B, and C. Such policy shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person by the Special Inspector or by any other persons. Public Liability coverage shall also include automobiles, whether owned, non-owned, or hired. It shall include Blanket Contractual insurance, and shall

make express reference to the Special Inspector's hold-harmless provision as provided herein.

(3) Professional: The Special Inspector shall secure and maintain during the contract term and for at least three (3) years thereafter Professional Liability Insurance coverage with minimum limits of One Million and no/100 Dollars (\$1,000,000.00) (with a maximum deductible of Fifty Thousand and no/100 Dollars (\$50,000.00) per claim). Such policy shall cover all the Special Inspector's professional liabilities whether occasioned by the Special Inspector, its agents or employees, arising out of services performed under or in accordance with this contract. The Special Inspector shall immediately inform its carrier, the County Representative, and the County of any contractual obligations that may alter its Professional Liability coverage under this contract. The Special Inspector will furnish copies of the policy and any changes or amendments thereto immediately to the County Representative and the County, prior to the commencement of any such contractual obligations. The proposed policy shall be subject to the County's approval.

C. **Personal Property:** The Special Inspector shall secure and maintain during the contract term, adequate insurance coverage for its own personal property and for

the personal property of its employees and agents. Such coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, mobile equipment, whether licensed or unlicensed, and temporary or portable shelters or offices.

D. **Notice:** The Special Inspector shall timely report in writing to the County Representative, any incident which might reasonably be expected to result in claims under any of the coverages mentioned herein.

The Special Inspector shall timely report in writing to the County Representative any option for modification in the original Professional Liability coverage offered by its insurer for the benefit of the County, the additional expense of such option, if any, shall, if exercised by the County, constitute a reimbursable expense to the Special Inspector.

E. **Indemnity:** For consideration of receipt by the Special Inspector from the County of Ten and no/100 Dollars (\$10.00), the Special Inspector agrees to indemnify and hold the County harmless from all claims for:

(1) **Liability:** The Special Inspector shall indemnify and hold the County harmless from all claims for personal injury and property damages that may arise from and be the proximate result of errors, omissions, or



negligent acts of the Special Inspector or its consultants, employees, or agents during the performance of services under this contract. Notwithstanding this indemnification and not by any way a waiver of such indemnification, the Special Inspector shall obtain and retain throughout the term of the contract, the insurance coverage described herein.

(2) Personal Property: The Special Inspector shall save the County harmless from the claims of any person for loss, loss of use, or damage to the personal property of the Special Inspector, its agents or employees, during the contract term, such harmless agreement shall include a waiver by the Special Inspector's Personal Property Insurance Company of any subrogation against the County for any loss occurring under the Special Inspector's Personal Property Insurance on the project site.

#### **11. SUCCESSORS AND ASSIGNS**

County and Special Inspector each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this contract.

Neither the County nor the Special Inspector shall assign, sub-let, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract.

#### **12. ADDITIONAL RIGHTS AND REMEDIES**

The rights and remedies of the County provided for under this contract are in addition to any other rights and remedies provided by law. The County may assert its right of recovery by any appropriate means, including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this contract.

#### **13. TERMINATION**

**A.** The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time, in part, whenever the County Representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the

Special Inspector of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the subsequent date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by the County Representative, the Special Inspector shall:

(1) Stop work under the contract on the date and to the extent specified in the Notice of Termination.

(2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract, as it is not terminated.

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(4) Assign to the County, in the manner, at the times, and to the extent directed by the County Representative, all of the right, title, and interest of the Special Inspector under the orders and subcontracts so terminated, in which case, the County shall have the right, in its sole discretion, to settle or pay any or all claims

arising out of the termination of such orders and subcontracts.

(5) Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the County Representative, to the extent the County may require which approval or ratification shall be final for all the purposes of this clause.

(6) Transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County Representative: (a) the sketches, calculations, reports, models, studies, and other work in process, completed work, supplies, and other materials produced as a part of, or acquired in, connection with the performance of the work terminated by the Notice of Termination; and (b) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the County.

(7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

C. After receipt of a Notice of Termination, the Special Inspector shall submit to the County

Representative its termination claim, in the form and with the certification prescribed by the County Representative. Such claim shall be submitted promptly, but in no event, later than thirty (30) days from the effective date of termination, unless one or more extensions, in writing, are granted by the County Representative, upon the written request of the Special Inspector made within such thirty (30) day period or authorized extension thereof. Upon failure of the Special Inspector to submit its termination claim within the time allowed, the County Representative may determine, on the basis of information available to it, the amount, if any, due to the Special Inspector by reason of the termination and shall thereupon pay to the Special Inspector the amount so determined.

D. Subject to the provisions of Paragraph C, the Special Inspector and the County Representative may agree upon the whole or any part of the amount or amounts to be paid to the Special Inspector by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the

contract price of work not terminated. The contract shall be amended accordingly, and the Special Inspector shall be paid the agreed amount. Nothing in Paragraph E hereunder, prescribing the amount to be paid to the Special Inspector in the event of failure of the Special Inspector and the County Representative to agree upon the whole amount to be paid to the Special Inspector by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Special Inspector pursuant to this Paragraph D.

E. In the event of the failure of the Special Inspector and the County Representative to agree as provided in Paragraph D above upon the whole amount to paid to the Special Inspector by reason of the termination of work pursuant to this clause, the County Representative shall pay to the Special Inspector the amounts determined by the County Representative as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D:

(1) For completed work and services accepted by the County, the price or prices specified in the contract for such work, less any payments previously made.

(2) The total of:

a. The costs incurred in the performance of the work and services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph E(1) hereof;

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph B(5) above, which are properly chargeable to the terminated portion of the contract, exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under (a) above; and

c. A sum, as profit on (a) above, determined by the County Representative to be fair and reasonable.

F. In the event the contract is terminated because of the Special Inspector's default, the County may take over the work and services and complete the same by contract or otherwise, and the Special Inspector shall be liable to the County for any increased cost of the project.

**14. COVENANT AGAINST CONTINGENT FEES**

The Special Inspector warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission percentage, brokerage, or contingent fee excepting bona fide employees or established commercial or selling agencies maintained by the Special Inspector for the purpose of securing business. For breach or violation of this warranty, the County, in its discretion, shall have the right to cancel this contract without liability or to remain a party to this contract and deduct from the Special Inspectors' compensation (project fee), the full amount of such commission percentage, brokerage, or contingent fee.

**15. CONTROLLING LAW; ATTORNEY'S FEES AND COSTS**

This contract is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this contract shall be in Nassau County, Florida, and any trial shall be non-jury. The prevailing party shall recover against the other party all attorney's fees and costs incurred from any and all disputes and/or litigation, including appeals, which arise from this contract.

**16. 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.

**17. MODIFICATIONS TO CONTRACT**

This contract, together with any exhibits, amendments, and schedules constitute the entire contract between the County and the Special Inspector, and supersedes all prior written or oral understandings. This contract, together with any exhibits, amendments and schedules, may only be

amended, supplemented, modified, or cancelled by a written instrument duly executed by the parties hereto.

**18. EQUAL OPPORTUNITY**

During the Performance of this contract, the Special Inspector agrees it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Special Inspector will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Special Inspector agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

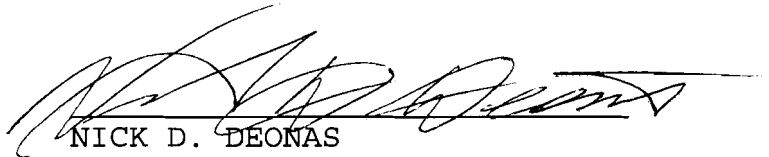
**19. PARTIAL INVALIDITY**

If any provision of this contract or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this contract 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 contract shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS whereof, the parties have made and executed this contract on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
NICK D. DEONAS  
Its: Chairman

ATTEST:

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

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

(Signatures continue on next page)

h/anne/agreements/threshold-inspector-agmt

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 By *John J. Smith*  
 Its: \_\_\_\_\_

Special Inspector:  
 UNIVERSAL ENGINEERING  
 SERVICES, INC.



# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences •  
Construction Materials Testing • Threshold Inspection

Offices In:  
• Jacksonville  
• Daytona Beach  
• DeBary  
• St. Augustine  
• Orlando  
• Gainesville  
• Fort Myers  
• Rockledge  
• West Palm Beach  
• Ocala  
• Tampa  
• Hollywood

## EXHIBIT "A"

October 2, 2002

Ms. Joyce Bradley  
Office of  
Mr. J.M. "Chip" Oxley, Jr.  
Clerk of the Circuit Court  
191 Nassau Place  
Yulee, Florida 32097

Via fax: 904-321-5795 (Ph. 321-5703)

Re: Expert Witness Fees for  
Special Inspector Services Project  
Nassau County Courthouse Building – 24100 William Burgess Blvd.

Dear Ms. Bradley:

Per your request this date, we are providing the following service rates:

Professional Engineer to serve as Expert Witness	\$150.00 Per Hour
Threshold Representative (if required in addition to)	\$ 75.00 Per Hour

These rates are billable "portal to portal" (From departing our UES Jacksonville Facility through applicable functions and ending upon return to our Jacksonville UES Facility)

The minimum billable time if utilized is 6 hours.

Respectfully Submitted,

Greg Johnson  
Business Development

**EXHIBIT "B"**

**CLERK OF THE CIRCUIT COURT  
NASSAU COUNTY COURTHOUSE BUILDING  
UNIVERSAL ENGINEERING SCIENCES  
UES COST PROPOSAL NO. 2002J-464  
June 24, 2002**

<b>SPECIAL INSPECTOR SERVICES</b>				
<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost Per Unit</b>	<b>Total Cost</b>
<u>Threshold Representative</u> To act as Representative of Threshold Engineer. Includes Reinforcing Steel Inspection, Structural Steel Inspection, Masonry Inspection, Miscellaneous inspections as necessary. Estimate 8 months structural construction with 78.25 hours per month Average. * Regular Time * Overtime	500 126	HR. HR.	\$50.00 \$67.50	\$25,000.00 \$8,505.00
<u>Threshold Engineer</u> Estimate 8 months at 10 hrs/month	80	HR.	\$85.00	\$6,800.00
<u>Clerical Services</u> Technical Secretary Reporting and Distribution Estimate 8 months at 16 hrs/month	128	HR.	\$30.00	\$3,840.00
<b>TOTAL SPECIAL INSPECTOR SERVICES</b>				<b>\$44,145.00</b>

**Notes:**

1. All services performed over 40 hours in 1 week, prior to 6:00 a.m, after 6:00 p.m., Saturday, Sunday or Holidays are billed at regular rate x 1.35.
2. Fees include a maximum of 5 report copies. Additional copies at .25 per page.
3. Time Estimates include travel charge.

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Rick G. Kushner, P.E.  
Threshold Engineer

  
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Greg Johnson  
Business Development Representative

