

AGREEMENT FOR
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CR 121 - REPAIR WORK
NASSAU COUNTY, FLORIDA

THIS AGREEMENT entered into this 21st day of March, 2007, 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 POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J), (hereinafter referred to as "the Consultant"), a Florida Corporation authorized to do business in the State of Florida at 5300 West Cypress Street, Suite 200, Tampa, Florida 33607.

WITNESSETH: NOW, THEREFORE, in consideration of mutual terms and conditions, promises, covenants and payments herein set forth, the County and the Consultant agree as follows:

ARTICLE 1 - PROJECT SUMMARY

1.1 PBS&J responded to the County's Request for Qualifications (RFQ) to provide quality assurance activities for the corrective action required of the contractor on Nassau County Road 121, which extends 19.2 miles from the Duval County line north in Nassau County, Florida. The Scope of work for the corrective action project is as follows:

- Milling existing asphaltic concrete (2") above the base material
- Prime coat application on milled surface
- Temporary centerline striping using acrylic striping paint
- Pavement Application with tack coat - Two lifts consisting of one layer, 1-1/2 inches thick of SP12.5 asphalt.
- Permanent centerline striping using latex paint with glass beads and reflective pavement markers

Proposed Timeframe:
Milling and first lift: 60 days
Second lift: 60 days
Total Project: 120 days

ARTICLE 2 - SCOPE OF SERVICES/CONFORMANCE WITH PROPOSAL

2.1 PBS&J have indicated that their firm has the qualifications and experience in providing construction management and inspection services to Nassau County. PBS&J further states that their firm has the ability to perform the work set forth in the RFQ. PBS&J shall perform for or furnish to the County professional construction engineering inspection services in all phases of the project to which this Agreement applies as hereafter provided.

2.2 It is understood that the work required herein is in accordance with the proposal made by PBS&J, pursuant to the Request for Qualifications, See Exhibit "A". All documents submitted by PBS&J in relation to said proposal, see Exhibits "B" and Exhibit "C", by reference, are made a part hereof, as if set forth herein in full.

ARTICLE 3 - PERSONNEL

3.1 The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

3.2 All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, permitted, or certified under State and local law to perform such services.

ARTICLE 4 - SUBCONTRACTING

4.1 The Consultant may utilize subcontractors that are skilled and competent personnel consistent with sound engineering practices and shall incorporate those Federal, State, and local laws, regulations, codes, and standards that are applicable at the time Consultant renders services.

4.2 The Consultant is solely responsible and liable for the work of the subcontractor(s).

ARTICLE 5 - PAYMENTS

5.1 The County shall pay the consultant for services rendered, a fee not to exceed \$168,367.50 for all services as outlined in Exhibit "C".

5.2 As an option, the County, at the discretion of the Board of County Commissioners, shall approve additional core testing to locate any problems with asphalt content. The additional core testing will be performed by Nodarse & Associates, Inc., a sub-consultant for PBS&J. The fees to provide the additional core testing are set forth in Exhibit "D", Attachment "A", Option "B", (based on a reduced frequency of one (1) mile core intervals).

5.3 The Consultant will bill the County on a monthly basis at the rates set forth in Exhibit "C" for services rendered toward completion of the Scope of Work.

5.4 Invoices shall be paid within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

5.5 Invoices received from the Consultant pursuant to this Contract will be sent to Charlotte Young, Contract Manager,

96135 Nassau Place, Suite 6, Yulee, Florida 32097, indicating that services have been rendered in conformity with this Contract. The Contract Manager will provide the invoice to the appropriate County Department(s) for review and recommendation(s) as to payment. Invoices must reference this Agreement.

5.6 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on this Agreement.

5.7 Acceptance of Invoice: Receipt of invoice shall not constitute acceptance and authorization for payment. Final acceptance and authorization of payment shall be given only after a thorough review by the County indicating that the performance meets specifications and or all conditions. Should the County determine that the work set forth in Exhibit C has not been performed, payment will be withheld pursuant to Florida Statutes, Section 218.70, until such time as the Consultant takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Administrator may authorize the recipient to refuse final acceptance of the service.

ARTICLE 6 - TERMINATION

6.1 This Contract may be terminated by the County upon thirty (30) days' prior written notice to the Consultant.

6.2 Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. After

receipt of a Termination Notice and, except as otherwise directed by the County, the Consultant shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County
- D. Continue and complete all parts of the work that has not been terminated.

ARTICLE 7 - FEDERAL AND STATE TAX

7.1 The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempt from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

7.2 The Consultant shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

8.1 The obligations of the County under this Contract are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners of Nassau County. Non-appropriation by the County will cause the Agreement to terminate.

ARTICLE 9 - INSURANCE

9.1 The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.

9.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with the Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligations under this Agreement.

9.3 The Consultant shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.

9.4 The Consultant shall maintain, during the term of this Agreement, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

9.5 The Consultant shall maintain, during the term of this Agreement, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from

claims for damages for Bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

9.6 The Consultant shall maintain, during the term of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.

9.7 All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the County as an "Additional Insured".

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant shall indemnify and hold harmless the County, 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 Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1 The consultant binds itself and its partners, successors, executors, administrators, and assigns, in respect to all covenants of this Agreement. The Consultant shall not assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the County.

ARTICLE 12 - CONFLICT OF INTEREST

12.1 The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services under this Agreement.

12.2 The Consultant shall promptly notify the County in writing by certified mail of any potential conflicts of interest for any prospective business association, interest, or other circumstances, which may influence or appear to influence the consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

12.3 The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification, and the Consultant shall, at his/her option enter into said association, interest, or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the County by the consultant under the terms of this Agreement.

ARTICLE 13 - RULES, REGULATIONS, LAWS, ORDINANCES, & LICENSES

13.1 The Consultant shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and County Government, which may be applicable to the service being provided. The Consultant shall have or be responsible for

obtaining all necessary permits or licenses required in order to provide this service.

ARTICLE 14 - FINANCIALS

14.1 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

15.1 All preliminary and final documentation and records shall become and remain the sole property of the County. The Consultant shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the County. In the event of termination of the agreement the Consultant shall cease work and deliver to the County all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The County shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the County.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

16.1 The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or

services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

16.2 The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and, in all respects the Consultant's relationship and the relationship of its employees to the County, shall be that of an Independent Contractor and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 17 - CONTINGENT FEES

17.1 The Consultant warrants that it has not employed or retained a company or person, other than a bona fide employee working solely for the consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

18.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Agreement. The County and the Clerk shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

ARTICLE 19 - NONDISCRIMINATION

19.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 20 - GOVERNING LAWS/VENUE

20.1 Any contractual arrangement between Nassau County and the Consultant shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.

ARTICLE 21 - RETENTION OF RECORDS

21.1 All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the Consultant or sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Agreement and the record of expenses incurred by the proposing firm in its performance under said Agreement.

21.2 The Consultant shall maintain and protect those records for no less than three (3) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.

ARTICLE 22 - AUDITABLE RECORDS

22.1 The Consultant shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted account principles, and the County reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to the County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

ARTICLE 23 - WAIVER OF CLAIMS

23.1 Consultant's acceptance of final payment shall constitute a full waiver of any and all claims, by it against the county arising out of this Agreement or otherwise related to any task, except those previously made in writing and identified by the Consultant as unsettled at the time of the final payment. Neither the acceptance of the Consultant's services nor payment by the County shall be deemed to be a waiver of any of the County's rights against the Consultant.

ARTICLE 24 - SEVERABILITY

24.1 If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such item(s) or provision(s),

to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other item and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

25.1 No modification of this Agreement shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order.

25.2 The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in costs due to the contemplated change; (2) notify the county of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement.

25.3 If the County so instructs in writing, the Consultant shall suspend work on that portion of the work affected by a contemplated change, pending the County's decision to proceed with the change.

25.4 If the County elects to make the change, the County shall issue a change order for changes to the Scope of Service in progress, and the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 26 - DISPUTES

26.1 Any dispute arising under this Agreement shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Project Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Project Manager or their designee and the Contract Manager and a representative of the Consultant. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Project Manager or his/her designee, and the County Attorney and the County Administrator and the Project Manager or their designee(s) shall meet with the Consultant's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

ARTICLE 27 - NOTICE

27.1 All notices required in this Agreement shall be sent via certified mail, email, or facsimile, in which an acknowledgement of receipt is provided, and, if sent to the County shall be mailed to:

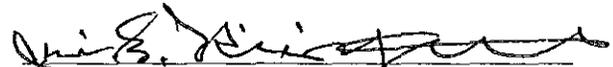
Charlotte J. Young, Contract Manager
Capital Projects Administration
96135 Nassau Place, Suite 6
Yulee, FL 32097

And, if sent to the Consultant, shall be mailed to:

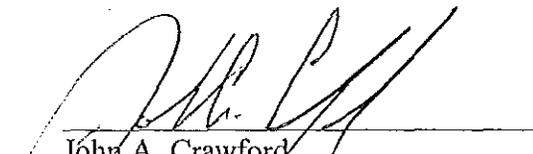
Harry L. Wood, Program Manager
PBS&J
1901 Commonwealth lane
Tallahassee, FL 32303-3196

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

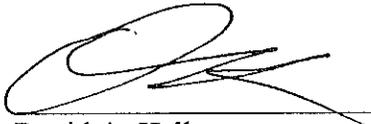

Jim B. Higginbotham
Its: Chairman

ATTEST:


John A. Crawford
Its: Ex-Officio, Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 3/26/07

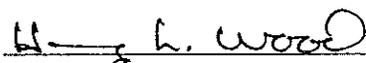
Approved as to form by the
Nassau County Attorney:



David A. Hallman

CONSULTANT:

PBS&J



Harry D. Wood
Its: Program Manager

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2007

PRODUCER (305)822-7800 FAX (305)827-0585
Collinsworth, Alter, Fowler, Dowling
& French Group Inc.
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lloyds of London A XV
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L TR | INSR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-------------------------|------|--|---------------|----------------------------------|-----------------------------------|---|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | | OTHER Professional/ Pollution Liability | LDUSA0600811 | 09/30/2006 | 09/30/2007 | \$1,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate |
| CLAIMS-MADE FORM | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: CEI CR-121; Repair Work, Nassau County

Issuing company will provide 30 days written notice of cancellation; 10 days for non-payment

PBS&J at 5300 West Cypress Street, Suite 200, Tampa, FL 33607

CERTIFICATE HOLDER

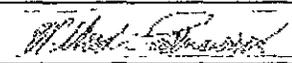
Board of County Commissioners of Nassau
County, Florida
96135 Nassau Palce
Suite 6
Yulee, FL 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/FVM



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/02/07

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

Exhibit "A"

Request for Qualifications (RFQ)

Board of County Commissioners
Nassau County, Florida

Construction Engineering Inspection Services

Bid No. NC06-047

December 19, 2006

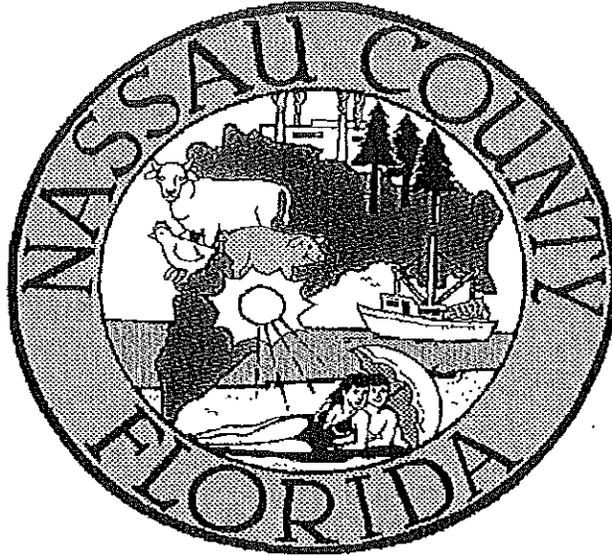
Exhibits A-D

Attach TV

PBS & J

Combs

**NASSAU COUNTY
FLORIDA**



REQUEST FOR QUALIFICATIONS (RFQ)

**BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY
CONSTRUCTION ENGINEERING INSPECTION SERVICES
CR121 - REPAIR WORK
BID NO. NC06-047**

PROPOSALS ARE DUE NOT LATER THAN 2:00 P.M.

DECEMBER 19, 2006

TABLE OF CONTENTS

| | | |
|-----------------------|---|-----------|
| Section 1 | Project Information | 3 |
| Section 2 | Instruction and Information to Bidders | 3 |
| Section 3 | Terms and conditions | 6 |
| Section 4 | Evaluation and Selection of Consultant | 10 |
| Section 5 | Contracting/Notice to Proceed Procedures | 11 |
| Section 6 | Scope of Services/Specifications | 12 |
| Attachment "A" | Fee Schedule | 14 |
| Attachment "B" | Addendum Acknowledgment | 15 |
| Attachment "C" | Public Entity Crimes – Sworn Statement | 16 |
| Attachment "D" | Affirmative Action Certification | 18 |

SECTION 1: PROJECT INFORMATION

1.1 **PURPOSE:** The Nassau County Board of County Commissioners is requesting proposals from professional engineering and geotechnical firms with experience in Construction and Inspection Engineering Services.

1.2 **PROJECT SUMMARY:** The Nassau County Board of County Commissioners is requesting proposals from professional engineering and geotechnical firms to provide quality assurance activities for corrective action required of the contractor on Nassau County Road 121, which extends 19.2 miles from the Duval County line north to U.S. 1 in Nassau County, Florida. Scope of work for the project are as follows:

- Milling existing asphaltic concrete (2") above the base material
- Prime coat application on milled surface
- Temporary centerline striping using acrylic striping paint
- Pavement Application with tack coat – Two lifts consisting of one layer, 1-1/2 inches thick of SP12.5 asphalt.
- Permanent centerline striping using latex paint with glass beads and reflective pavement markers

Proposed Timeframe:

Milling and first lift: 60 days

Second lift: 60 days

Total Project: 120 days

Projected Start Date: 01/15/07

SECTION 2: INSTRUCTION AND INFORMATION TO BIDDERS

2.1 Tentative schedule of Selection Process

The County's intended schedule for the selection of a Consultant is as follows:

| Event | Date |
|----------------------------|-------------------|
| RFQ Available | December 1, 2006 |
| Deadline for RFQ Questions | December 15, 2006 |
| Proposal Due Date | December 19, 2006 |
| BOCC Approval/Award | January 10, 2007 |

2.2 **Submission of Proposals.** An original and three (3) copies of the Technical proposal shall be sealed and clearly marked on the outside "Technical Proposal – Construction and Inspection Engineering Services – CR121 Repair Work" and an original and three (3) copies of the Cost Proposal shall be sealed and clearly marked on the outside "Cost Bid – Construction and Inspection Engineering Services – CR121 Repair Work". Both the technical proposal sealed envelope and the cost proposal sealed envelope shall be placed in one master sealed package and labeled:

**PROPOSAL FOR CONSTRUCTION AND
INSPECTION ENGINEERING SERVICES – CR121 REPAIR WORK
Bid No. NC06-047**

All proposals must be in writing, and may be submitted by the Bidder in person, by courier or overnight to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097. Proposals

must be received no later than December 19, 2006 at 2:00 p.m. Facsimile proposals are not acceptable. Any proposals received after this date and time will be rejected and returned unopened to the bidder. Proposals will be opened and read at the office of the Ex-Officio Clerk, Nassau County on December 19, 2006 at 2:05 p.m.

In addition to the information as stated above to be marked on the outside of the envelope, it should also provide the date and time of opening and company name and address.

Proposals submitted by mail shall be enclosed in another sealed envelope and addressed to: Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, Florida 32097.

- 2.1 **NO COST INFORMATION SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL. COST BID SHOULD BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**
- 2.2 **Proposal Withdrawal.** Proposals may not be withdrawn for a period of ninety days (90) after the public opening date.
- 2.4 The proposer's attention is specifically called to the terms and conditions of this solicitation. The RFP shall be considered in its entirety with no one section having more value than another unless otherwise indicated. Failure to comply with all provisions of the RFP may result in disqualification.
- 2.5 **Reserves the Right/Rejection of Proposal.** The County reserves the right to reject any and all submitted proposals and to limit the scope of the award. The county reserves the right to accept or reject, in part or in whole, any or all proposals submitted. The county shall reject the proposal of any offeror determined to be unreliable in accordance with any statute, regulation, and/or ordinance. Unreasonable failure of an offeror to promptly supply information with respect to responsibility may be grounds for a determination of unreliability.
- 2.6 **Proposers are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM PROPOSERS SHALL BE ADDRESSED IN WRITING TO THE CONTRACT MANAGER.**
- 2.7 **Additional Information/Addenda.** Any ambiguity, conflict, discrepancy, omissions or other error discovered in the RFP must be reported immediately in writing to the jurisdiction and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing no later than five (5) calendar days prior to the bid opening date. Request for additional information or clarifications will be received by letter, facsimile, or email. The request must contain the submitter's name, address, phone number, facsimile number, and email address and addressed to:

Charlotte J. Young, Contract Manager
Capital Projects Administration
96135 Nassau Place, Suite 6
Yulee, Florida 32097
(904) 491-7377
Fax: (904) 321-2658
Email: cyoung@nassaucountyfl.com

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of the proposal.

2.8 Proposals and Presentation Cost. The County will not be liable in any way for any cost incurred by the offerors in the preparation of their proposal in response to the RFQ nor for the presentation of their proposals or participation in any discussions or negotiations.

2.9 Submittal Format. To facilitate and expedite review, the County asks that all proposers follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing your response, the County's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

Section 1 – Introduction

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to perform the required work. Also the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

Section 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

Section 3 – Firm Information, Experience & References

- a. Provide a brief description of your firm's organization, structure and philosophy.
- b. Provide firm's years of experience in the field of construction inspection/geotechnical services.
- c. Identify and include qualifications of specific individuals to be assigned to the project (include names, certifications, contact information and services the individuals will provide to Nassau County).
- d. List any sub-contractors that may be used to accomplish this service.
- e. Describe any significant or unique awards received or accomplishments in previous, similar projects.
- f. Firm References: Provide a minimum of five (5) examples of similar size projects with applicable reference information, with emphasis on similar projects. References should include the following information:
 - Client name, address **AND** phone and fax numbers
 - Description of all services provided
 - Performance period

- Total amount of contract

Section 4 -- Project Approach

- a. Define what goods and services your company is proposing to Nassau County that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope and method of approach.
- b. Define personnel, labor, equipment and supply resources and requirements.
- c. Provide an implementation schedule for services.
- d. Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by Nassau County.

Section 5 -- Attachments

All Attachment/Forms required by the RFP shall be fully executed by the proposer and submitted in the following order. Failure to do so will diminish your score.

- Addendum Acknowledgement (Attachment "B")
- Public Entities Crimes Statement (Attachment "C")
- Affirmative Action Certification (Attachment "D")
- Certificate of Insurance

COST BID

Define all fees and cost to Nassau County based on requirements specified in this RFQ document. The fees and cost proposal are to be submitted in a separate sealed envelope.

SECTION 3: TERMS AND CONDITIONS

- 3.1 **Rules, Regulations, Laws, Ordinances, & Licenses.** The awarded firm shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and County Government, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.
- 3.2 **Request for Proposal Clarification.** Request by the County for clarification of proposals should be in writing and such request should not alter the offeror's pricing information contained in its cost proposal.
- 3.3 **Proposal Withdrawal.** After proposals are opened, corrections or modifications to proposals are not permitted, but the proposing firm may be permitted to withdraw an erroneous proposal prior to the proposal award by the Board of County Commissioners, if the following is established:
 - a. That the proposing firm acted in good faith in submitting the proposal;
 - b. That in preparing the proposal there was an error of such magnitude that enforcement of the proposal would work severe hardship upon the firm;
 - c. That the error was not the result of gross negligence or willful inattention on the part of the firm;
 - d. That the error was discovered and communicated to the County within twenty-four (24) hours of proposal opening, along with a request for permission to withdraw the proposal;
or
 - e. The firm submits documentation and an explanation of how the proposal error was made.

3.4 **Contingent Fees Prohibited.** The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the county.

3.5 **Contract Cancellation.** The resulting contract may be canceled at any time by Nassau County for the following:

- a. For non-performance or substandard performance.
- b. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

The County will issue a thirty (30) day written cancellation notice.

3.6 **Ownership of Preliminary and Final Records.** All preliminary and final documentation and records shall become and remain the sole property of the County. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the County. In the event of termination of the agreement the proposing firm shall cease work and deliver to the County all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The County shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the County.

3.7 **Electronic Media.** The County does require that machine-readable information and data, including computer assisted drafting designs (CADD files) be provided by the proposing firm. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the County, or anyone authorized by the county, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the County or anyone authorized by the county, of such data for additions to projects except as authorized in writing by the proposing firm.

3.5 **Indemnification.** The Contractor will indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, options, reports, surveys, Change Orders, designs, or Specifications.

- 3.8 **Equal Employment.** In accordance with Federal, State and Local law, the proposing firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The proposing firm will be required to comply with all aspects of the Americans with disabilities Act (ADA) during the performance of this contract.
- 3.9 **Insurance.** Each proposer shall maintain appropriate insurance required to perform Services as detailed under Scope of Services as required by State of Florida statutes and regulations.
- A. The Consultant awarded this bid shall not commence work until he/she has obtained all insurance required under this Paragraph, and such insurance has been approved by the County.
 - B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with the Paragraph, and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligations under this Contract.
 - C. The Consultant shall maintain, during the term of this Contract, standard Professional Liability Insurance in the Amount of \$1,000,000.00 on a claims made basis.
 - D. The Consultant shall maintain, during the term of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence to protect the firm from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages, which may arise from any operations under this Contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.
 - E. The Consultant shall maintain, during the term of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000.00 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for Bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.
 - F. The Consultant shall maintain, during the term of this Contract, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees pursuant to Florida Statutes, Section 440.02.
 - G. All insurance, other than Professional Liability and Workers' Compensation, maintained by the Consultant, shall specifically include the County as an "Additional Insured".
- 3.10 **Fund Availability.** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.
- 3.11 **Prompt Payment Act.** Payments will be made within forty-five (45) days from receipt of the invoice, pursuant to Florida's Prompt Payment Act, Florida Statutes, Section 218.70.
- 3.12 **Taxes.** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales taxes. For the record, Nassau County's Federal Tax Exemption number is

59-1863042; the County's Sales Tax Exemption identification number is 85-8012559204C-5. Please refrain from including taxes in any billing resulting from a contract issued under this RFQ.

- 3.13 **Governing Laws/Venue:** Any contractual arrangement between Nassau County and the proposer shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.
- 3.14 **Conflict of Interest.** All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Nassau County. Further, all proposers must disclose the name of any Nassau County officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries or partnership.
- 3.15 **Additional Terms and Conditions.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price list, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.
- 3.16 **Public Entities Crimes.** A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.
- 3.17 **Acceptance of Services.** Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld pursuant to Florida Statutes, Section 218.70, until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, the County Administrator may authorize the recipient to refuse final acceptance of the service.
- 3.18 **Deviations from Specifications.** The awarded Firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Request for Qualifications. The decision as to whether an item fully complies with the stated requirements rest solely with Nassau County.
- 3.19 **Retention of Records.** All records in any manner whatsoever to the assigned project, or any designated portion thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority

may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the record of expenses incurred by the proposing firm in its performance under said contract.

The proposing firm shall maintain and protect those records for no less than three (3) years after final completion of the Contract, or for any longer period of time as may be required by applicable law.

- 3.20 Auditable Records.** The proposing firm shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted account principles, and the County reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for three (3) years after final payment has been made and shall be readily available to the County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

SECTION 4. EVALUATION AND SELECTION OF CONSULTANT

- 4.1 Evaluation/Recommendation Committee.** An evaluation committee appointed and approved by the Nassau County, Board of County Commissioners, will evaluate all Requests for Qualifications and make recommendation to the Board of County Commissioners based on the established proposal evaluation criteria. During the evaluation process, the committee reserves the right where it may serve the County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The committee will rank each firm and provide a recommendation to the Board of County Commissioners who has final approval authority. It is anticipated that a firm will be selected no later than January 10, 2007 and a contract executed between both parties no later than January 17, 2007 and notice to proceed following:

A 100-point formula scoring system will be utilized based upon the following criteria:

1. Mandatory Elements-automatic proposal rejection – No Points
 - a. Firm is licensed to practice in the State of Florida.
 - b. The firm adhered to the instructions in this request for proposal on preparing and submitting the proposal.
2. Firm Qualifications – 65 points
 - a. Firms organization, structure, and philosophy (10 points)
 - b. Firms past experience and performance on comparable projects (15 points)
 - c. The adequacy of the firm's professional personnel to be assigned to the project (20 points)
 - d. Firms references with emphasis on similar size projects (10 points)
 - e. Firm is a certified minority business enterprise (10 points)
3. Project Approach/Scope of Services-30 points
 - a. Firm's detail project management plan and interpretation of scope and method of approach (5 points)
 - b. Firm's proposed schedule for services (10 points)
 - c. Firm's proposed innovative concepts that improve the project (15 points)

4. Location (5 points)

SECTION 5. CONTRACTING/NOTICE TO PROCEED PROCEDURES

- 5.1 **Presentation to the Board:** The evaluation committee shall submit an agenda item for presentation to Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking and authorization to negotiate a contract.
- 5.2 **Contract:** A contract shall be drafted and forwarded to the County Attorney's office for review and approval. After final review the contract will be forwarded to the firm for review and execution.
- 5.3 **Full Contract Execution:** The Contract Manager shall prepare an agenda item requesting award of contract to successful proposer by the Board of County Commissioners and to authorize the Chairman to execute the agreement. The Board of County Commissioners retains full discretion to reject the contract.
- 5.4 Award is not final until a Notice to proceed is mailed and acknowledged by the successful bidder.

(End of Section 5)

SECTION 6. Scope of Work

Sampling and Testing: The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in a FDOT laboratory.

The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.

Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

Testing Laboratory, must be FDOT approved.

SENIOR INSPECTOR/ High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

Must have the following:

Qualifications:

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II
FDOT Intermediate MOT
CTQP Final Estimates Level I

Responsible for performing CEI services for milling and resurfacing projects. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Nassau County.

INSPECTOR/- High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

ATTACHMENT "A" - FEE SCHEDULE

Proposers are to submit a fee schedule that provides labor/personnel rates and rates for construction materials testing. Testing services shall include all testing required by the Florida Department of Transportation sampling and testing guidelines for SP12.5.

Define all fees and cost to Nassau County based on requirements specified in this RFQ document. **The fees and cost proposal are to be submitted in a separate sealed envelope.**

ATTACHMENT "B"

Addendum Acknowledgment

| | |
|--|---|
| Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. | Addendum # ____ through # ____ Initial: Date: |
| Person Completing ITB (Signature) | |
| Name (Printed): | Title: |

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT "C"

NASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____
(entity submitting sworn statement), whose business address is _____ and
its Federal Employee Identification Number (FEIN) is _____.
(if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual
signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph
287.133(1)(g), Florida Statutes, means a violation of any state or federal law
by a person with respect to and directly related to the transaction of business
with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or
contract for goods or services, any leases for real property, or any contract
for the construction or repair of a public building or public work, to be
provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft,
bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph
287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a
public entity crime, with or without an adjudication of guilt, in any federal
or state trial court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, non-jury trial,
or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida
Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity
crime; or
 - b) An entity under the control of any natural person who is active in
the management of the entity and who has been convicted of a public
entity crime. The term "affiliate" includes those officers,
directors, executives, partners, shareholders, employees, members,
and agents who are active in the management of an affiliate. The
ownership by one person of shares constituting a controlling interest
in another person, or a pooling of equipment or income among persons
when not to fair market value under an arm's length agreement, shall
be prima facie case that one person controls another person. A
person who knowingly enters into a joint venture with a person who
has been convicted of a public entity crime in Florida during the
preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida
Statutes, means any natural person or entity organized under the laws of any
state or of the United States with the legal power to enter into binding

contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAEED BEFORE ME, the undersigned authority, _____,
who, after first being sworn by me, affixed his/her signature in the space provided
above on this ____ day of _____, 200__.

(Notary Public)

My Commission Expires: _____ (seal)

ATTACHMENT "D"

AFFIRMATIVE ACTION CERTIFICATION

Nassau County is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

THIS DOCUMENT IS TO BE SUBMITTED BY THE PROPOSER WITH THE BID BODUMENTS

Name of Firm: _____

1. Minority Business Enterprise Yes () No ()

A minority business enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms, which are 51 percent, owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise Yes () No ()

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area Yes () No ()

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a materials representation of fact upon which reliance was placed when this transaction was made or entered into.

(Typed name of official)

(Signature of official)

(Typed name of firm)

(Date)

Exhibit "B"

PBS&J

Proposal for
Construction Engineering Inspection
Services

Bid No. NC06-047

December 19, 2006

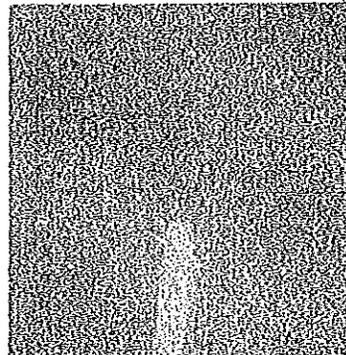
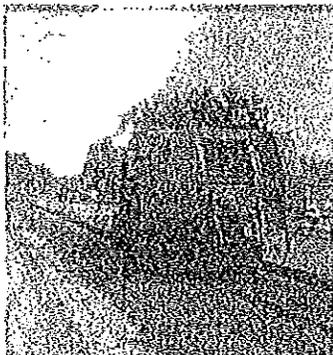
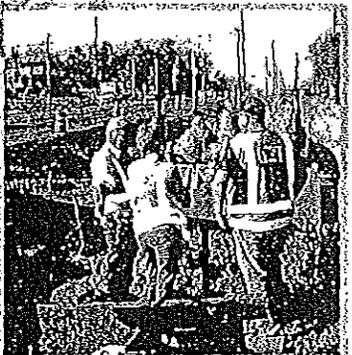
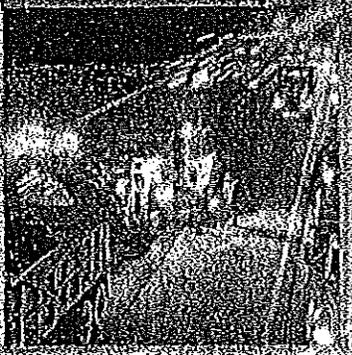
Submitted to:



Proposal

Construction and Inspection Engineering Services CR 121 Repair Work

Bid No. NC06-047 December 19, 2006



Submitted by:

PBSJ



An employee-owned company

December 19, 2006

Mr. John A. Crawford, Ex-Officio Clerk
Nassau County Board of County Commissioners
76347 Veterans Way
Yulee, Florida 32097

**Re: Proposal for Construction and Inspection Engineering Services – CR 121 Repair Work
Bid No. NC06-047**

Dear Mr. Crawford:

PBS&J is very pleased to present our qualifications in the attached letter of interest and hereby submit one original and three copies for your review. As an introduction, we would like to highlight key benefits that we believe will assist you in your evaluation and selection process. PBS&J is very interested in providing construction and inspection engineering services to Nassau County for the CR 121 project.

Outstanding Qualifications

PBS&J is a national firm with its roots and a proud tradition in Florida. We are one of the largest consulting engineering and construction management firms based in Florida and most recently were ranked among the country's top ten consulting engineering firms by Engineering News-Record (ENR). Our team resources include over 3,900 professionals in 75 offices in the United States and abroad, including 23 offices in Florida.

We have an excellent record of experience in providing construction management services to clients throughout Florida. Our Florida clients who have chosen PBS&J to provide construction management services include the Florida Department of Transportation (Districts One, Two, Three, Four, Five, Seven, and the Turnpike), the Water Management Districts (WMD), the U.S. Army Corps of Engineers, various counties (Collier, Polk, Orange, Miami-Dade, Broward, Brevard, etc.), local governments, and many others.

Strong Local Knowledge

PBS&J has been involved with many projects in North Florida over the past few years. Most of these projects were related to construction management, including roadway and bridge construction, installation of roadway signs and signals, milling and resurfacing, installation of drainage structures, piping and facilities, cost estimating, and constructibility reviews.

Additionally, we have worked with FDOT and various counties on a variety of construction management projects statewide and have a good understanding of the issues and concerns associated with these types of projects. We look forward to working with you and your staff on addressing your specific construction management issues and challenges.

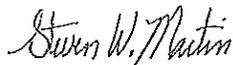
Mr. John A. Crawford
December 19, 2006
Page 2

We Deliver!

Our team has demonstrated its ability to provide similar services for our Florida clients. We have experience in developing innovative solutions and performing under adverse conditions. Our performance is reflective of our excellent reputation built on quality service and ability to foster a partnership with our clients, regulators, and the public. We focus on meeting our client's needs and resolving conflicts in a cooperative manner.

PBS&J appreciates the opportunity to present our qualifications to Nassau County. We believe we are the right team for this project and look forward to your favorable consideration. We greatly look forward to working with you on this assignment. If you have any questions or need additional information, please feel free to contact Harry L. Wood, in our Jacksonville office at 904.363.6100 or via email at HLWood@pbsj.com. I can also be reached at 850.575.1800 or via e-mail at SWMartin@pbsj.com.

Sincerely,
PBS&J



Steven W. Martin, P.E.
Vice President, Division Manager

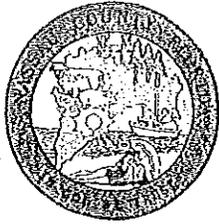


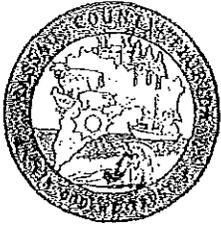
TABLE OF CONTENTS

RFQ # NC06/047

Construction Engineering Inspection Services
for CR 121

| SECTION | TITLE |
|-----------|--|
| Section 1 | Introduction (Pg. 1.1-1.2) |
| Section 2 | Table of Contents |
| Section 3 | Firm Introduction, Experience, & References (Pgs. 3.1-3.7) |
| | Staffing Chart (Pg. 3.2) |
| | Resumes (Pgs. 3.8-3.14) |
| Section 4 | Project Approach (Pgs. 4.1-4.5) |
| | Schedule (Pg. 4.5) |
| Section 5 | Attachments <ul style="list-style-type: none">● Addendum Acknowledgement (Attachment B)● Public Entities Crimes (Attachment C)● Affirmative Action Certificate (Attachment D)● Certificate of Insurance |

! ** Cost proposal is included under separate cover

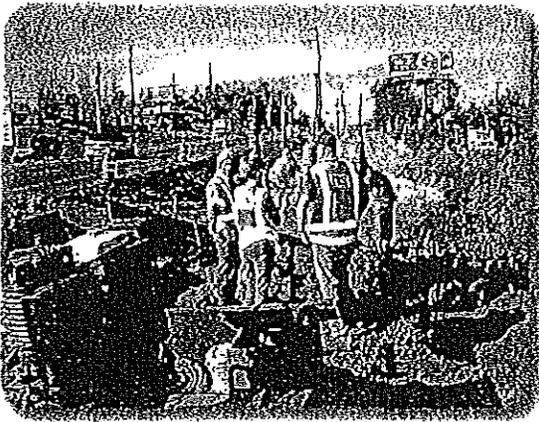


FIRM INTRODUCTION/EXPERIENCE

The PBS&J team has the technical expertise, state-of-the-art resources, and quality assurance/control procedures in place to provide the county with the services it expects and requires.

Since its incorporation in 1960, PBS&J has become a leader in providing construction inspection and management services in the State of Florida. Over the years, PBS&J has managed the construction of billions of dollars worth of facilities—highways, bridges, water and wastewater treatment plants, airports, marinas, and other infrastructure projects.

PBS&J's Construction Services division is fully equipped and staffed with more than 550 engineers and inspectors who are trained, experienced, and certified to provide the full range of construction related services, including the key aspects of work identified in Nassau County's request for qualifications (RFQ).



Our professional engineers and inspectors have been involved in a wide range of projects, including:

- Transportation facilities ranging from interstate level expressway projects to municipal roadway and stormwater runoff improvements.

The primary goal of every construction project is to produce a high-quality product while staying within the budget and schedule. We have the depth and experience to provide the full range of required construction and inspection (CE&I) services to keep projects on track during construction. Communication, strategic

planning, scheduling, documentation, and proper engineering judgment will be used to effectively and successfully complete this project for the County.

We understand the need for and are prepared to provide resources with diverse professional backgrounds in architecture, engineering, and construction management and inspection as required. Our seasoned professionals provide the broad perspective and experience to anticipate and avoid unnecessary setbacks throughout the life of a project.

In a world of increasing scrutiny of expenditure of public funds, it is of extreme importance that first and foremost we are in accord of the need to perform all services in a cost effective and efficient manner. As client representatives for the oversight of construction and infrastructure development, PBS&J will serve as essentially the "first line of defense" in representing the county. This responsibility extends not only to the oversight and administrative functions requested within the RFQ, but also as representatives of the County to the public.

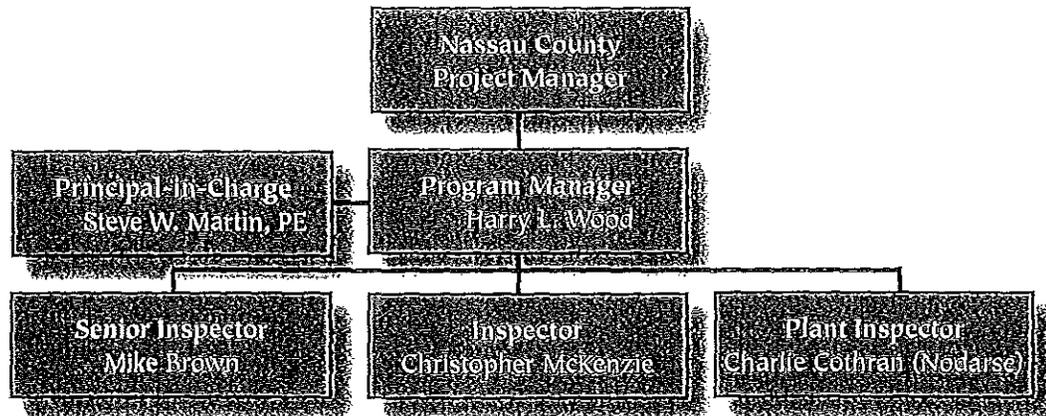
INTRODUCTION TO THE CONSTRUCTION MANAGEMENT TEAM

PBS&J has assembled an exceptional group of professionals that will work closely with Nassau County staff as a team to ensure complete project success. The PBS&J team has the depth of experience, quality of management, technical expertise, state-of-the-art resources, and quality assurance/quality control procedures in place to provide the County with the service it expects and requires.

This project will be led from our Jacksonville office, managed by *Harry L. Wood*. Depending on the technical expertise needed, PBS&J's resources will be utilized to provide the County with the skills needed to

complete the project. This team can easily be supplemented by other experts in PBS&J's environmental, transportation, construction, and civil departments. An organization chart showing our team's structure is shown below and resumes for all team members are included at the end of this section.

provides design-build support under the General Engineering Consultant (GEC) contract for FDOT, and provides construction support for GEC services for the FDOT, Districts One, Three, Seven, and Florida's Turnpike. Prior to joining PBS&J, Mr. Martin served FDOT for more than 11 years in several capacities.



Steven W. Martin, PE – Principal-in-Charge



Mr. Martin serves as the program manager for PBS&J's Transportation Design-Build Services program and division manager for Construction Services. With over 16 years of experience, Mr. Martin's current responsibilities include: senior project engineer for I-75 and SR 47 multilaning in Columbia

County; senior project engineer for several Florida Department of Transportation (FDOT), District Three emergency contracts as a result of Hurricane Ivan; leading the Construction Services division for North Florida; developing design-build marketing and client maintenance strategies for the program; providing direction for staff in preparing design and construction criteria, concept reports, RFPs, and project administration for owners; leading project-specific marketing activities, including early identification of design-build opportunities and an analysis of the probability of success for PBS&J and any partners; managing or directing design-build production activities; managing the design-build program's financial planning and budgeting; coordinating design-build opportunities with all offices and transportation groups within PBS&J; and evaluating design-build opportunities. He also

Harry L. Wood – Program Manager



Mr. Wood is a program manager with over 28 years of experience in roadway design and construction project management. He has been responsible for the design of minor transportation projects and provides construction management for roadway projects that have included interstate resurfacing and reconstruction,

urban and rural new construction, and intersection improvements; including mast arm signal installation, and truss mounted signs. Mr. Wood's program and project management experience includes full financial administration and accountability, implementation of specific project QA/QC plans, preparation of weekly and monthly job cost data and schedules, and coordination with local governmental agencies and utility companies.

Mike Brown – Senior Inspector

Mr. Brown is a senior inspector in PBS&J's North Florida Construction Services division. Mr. Brown retired from the Florida Department of Transportation where he served as a chief inspector, project engineer, district training engineer, and the district quality engineer. He has more than 33 years of experience in the construction field. Throughout his

career, he has been responsible for the building and rehabilitation of bridges and roadways throughout Florida Department of Transportation (FDOT), District Three. His experience also includes upgrading sewage treatment plants and serving as the Equal Employment Opportunity representative on several projects.

Christopher A. McKenzie – Inspector

Mr. McKenzie is a junior field representative in PBS&J's North Florida Construction Services division. He has over ten years of experience in the construction industry. His previous experience includes crew leader, crew foreman, and lead framer. Mr. McKenzie has extensive training in maintenance of traffic (MOT).

SUBCONSULTANTS

Nodarse & Associates, Inc. (Nodarse), PBS&J's subconsultant partner, will be perform asphalt plant inspection and testing services for this contract. Listed below is a brief description of their firm experience, as well as a brief introduction on the key person who will perform the required work.

NODARSE & ASSOCIATES, INC.

Founded in 1991 Nodarse & Associates, Inc. (Nodarse) has grown to be one of the most dynamic and respected geotechnical engineering, environmental consulting, and construction materials testing companies in the state of Florida. With offices in Jacksonville, Miami, Ormond Beach, Tallahassee, Tampa, West Palm Beach, and Winter Park, Nodarse employs 186 highly skilled professional and technical personnel. Together this dedicated group has successfully completed projects throughout Florida of various size and complexity for both private and public sector clients.

Nodarse has one of the deepest and most talented groups of geotechnical and materials engineers in Florida. These 30 engineers offer over 450 years of combined experience. Nodarse has soils and materials testing laboratories, which are inspected annually by the FDOT and are certified by the American Association of State Highway, Transportation Officials (AASHTO), and the Construction Materials Engineering Council (CMEC). Nodarse also has laboratories vali-

dated by the U.S. Army Corps of Engineers. All of their equipment is calibrated by an independent contractor and performed in accordance with ASTM-E-74.

In addition, Nodarse has one of the largest and most diverse fleets of drilling equipment in the state of Florida. By having this equipment in-house, Nodarse can ensure quality control and quick turnaround in collecting subsurface samples on projects. Our drilling equipment includes truck-mounted, ATV mudbug, track-mounted and amphibious drilling rigs, plus portable drilling tripods for extremely tight access conditions. This equipment, combined with our experience and 20-person OSHA trained drilling staff, gives Nodarse the ability to access all types of project sites whether on land or water.

Nodarse is a certified Minority Business Enterprise (MBE) with the State of Florida Department of Management Services Office of Supplier Diversity a certified Disadvantaged Business Enterprise (DBE) with the FDOT and Georgia Department of Transportation and a certified Women Business Enterprise (WBE) with numerous municipalities and counties throughout Florida.

Charlie R. Cothran – Plant Inspector

Mr. Cothran is a technician in Nodarse's Construction Materials Services division. He has two years of experience in the construction industry. He possesses extensive experience in asphalt plant inspection. His duties have involved verification, as well as contractor quality control services under the new CQC specifications.

EXPERTISE

PBS&J provides professional staff to assist in the project implementation of major and minor projects, in both vertical and horizontal construction. Representative services and clients include, but are not limited to those listed below.

- Roadway construction – Field verification for all levels of roadway construction, including FDOT CTQP certifications for any projects that may be funded and covered under FDOT requirements.

Our range of expertise in this area ranges from Program Management Consultant for the FDOT Palmetto Expressway Improvement program, General Engineering Consultant for the Miami-Dade Expressway Authority, and to local roadway improvements for the cities of Coral Gables and Miami Springs.

- **Commercial and Residential Site Inspections, including Electrical, Mechanical, and Plumbing Inspections** – Pre-site inspection, site clearing, driveway aprons and sidewalks, masonry walls, tie-beams, culverts, manholes, inlets, under-drains, and right-of-way improvements. Under-slab conduits and grounding, rough-in pressure tests, tub set, and sewers. Sample projects include the Bentley Bay (Miami Beach) and Biscayne Landing (Aventura) developments.
- **Commercial and Residential Buildings, including Threshold Inspections** – Foundations, grade beams, pillars, foundation pads, slabs, columns, tie-beams, sheathing, framing, truss connections, and roofing. Clients include the Miami-Dade School Board, Miami-Dade College, and the School Board of Broward County.
- **Specialty Building Programming, Program Management and Construction Oversight/Inspections** – Clients have included the Florida Turnpike Enterprise and the Florida Department of Transportation.
- **Environmental Projects, Including Water and Sewer Installation and Utility Relocations** - Current projects include Munisport Landfill Development (Biscayne Landing) Services, General Engineering Consultant Services for the City of Hollywood, and General Water and Wastewater Consultant Services for the City of Miami Springs.

SIMILAR EXPERIENCE/REFERENCES

PBS&J has significant experience in providing construction engineering and inspection (CE&I) services, constructibility reviews, survey control, resident inspections, testing, management engineering (pre-construction meetings, maintaining complete records, value engineering, etc.), technical engineering inspec-

tions, pay request reviews and approvals, closeout inspections, final drawings, warranty inspections, and other similar services that might be required for this contract.

All of the following project listings reflect work that is ongoing or that was completed within the past five years. Each listing includes all of the information requested by Nassau County.

CAPITAL CIRCLE NORTHWEST CE&I SERVICES TALLAHASSEE, FLORIDA

FDOT, DISTRICT THREE

1074 Highway 90
Chipley, Florida 32428
Rick Stoutamire
p: 850.922.1968 f: 850.922.2293

Capital Circle North West (SR263) is located in Tallahassee, Florida. This project consists of an urban multi-lane new construction with minor areas of milling and resurfacing over the two-mile length of the project. PBS&J is providing CE&I services on this \$25.5 million, 825 day project, which began in August of 2005 and is scheduled for completion in late 2007-early 2008.

Among the improvements under this contract are major drainage upgrades including the construction of two stormwater ponds, one of which will become a regional facility covering 15 acres, and several box culverts. Earthwork includes subsoil excavation in



addition to embankment and regular excavation. Asphalt base [B-12.5] was specified for use in this contract, along with SP structural course and FC-9.5 using PG 76-22. Other enhancements made on this project included sidewalks, signalization, and signing.

One of the major challenges facing the PBS&J staff assigned to this project was and will continue to be MOT. The construction phasing necessitates multiple shifts to the flow of traffic, many of which were not adequately addressed in the Traffic Control Plan. Additionally, numerous businesses that were located along the corridor of the project, required careful coordination and communication between the project personnel and the business owners.

Start Date: 08/2005
End Date: 12/2007
Schedule: Ahead of Schedule
Budgeted Cost: \$25,462,923
Actual Cost: \$25,458,780
Description: 2.0 miles of roadway

CAPITAL CIRCLE SOUTHEAST CE&I SERVICES TALLAHASSEE, FLORIDA

BLUEPRINT 2000 INTER-GOVERNMENTAL AGENCY

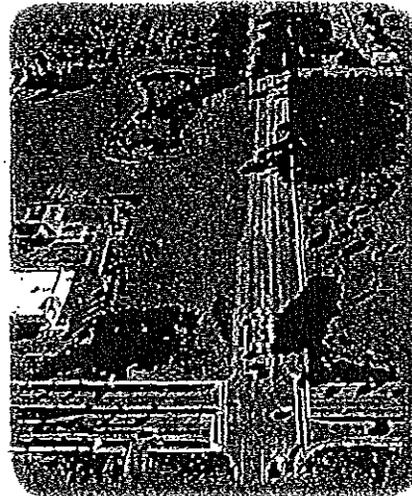
1311 Executive Center Drive, Suite 109
 The Koger Center, Ellis Building
 Tallahassee, Florida 32301
 Marek Romanowski
 p: 850.891.1880 f: 850.891.1885
 Marek.romanowski@blueprint2000.org

The Capital Circle Southeast construction project is turning a heavily traveled two-lane rural road into a six-lane divided urban roadway, in the fastest growing section of Tallahassee. This 3.25 mile project features significant stormwater improvements, curb and gutter, sidewalk, bicycle lanes, substantial landscaping, and a multi-use trail. Other features includes mechanically stabilized earth walls, mast arm signalization, and lighting along both the roadway and trail.

Utility relocation and coordination efforts played a major role on this project. Nine fiber-optic carriers

occupy this corridor, two of which serve the state of Florida Emergency Management offices. Constant interactions have proven successful in providing uninterrupted services. Relocation of overhead electrical distribution and transmission lines as well as the installation of an underground electrical duct system have continued to provide power effectively. This project also featured a Joint project agreement with the City of Tallahassee Water and Sewer Department, where the design and installation are being done by the contractor's team.

A strong working relationship was established with the state and local agencies concerning the environmental impacts of this project. Wetlands and canopy road impacts, as well as intrusion into the high quality successional forest have been kept to a minimum, thanks to the positive attitudes of the professional men and women working on this project.



The Capital Circle Southeast widening project will be completed near the end of 2007, upon which the traveling public will be provided with a highly efficient yet attractive new way to enjoy Tallahassee.

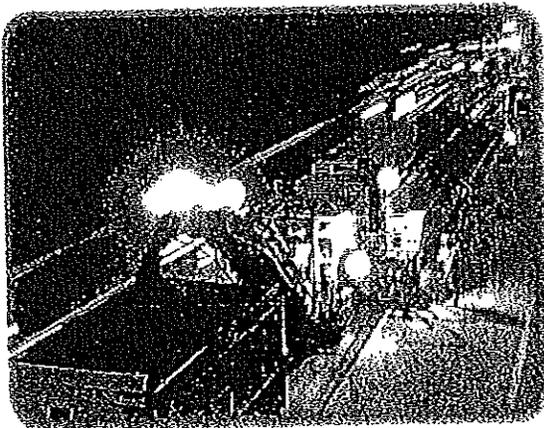
Start Date: 06/2004
End Date: 09/2007
Schedule: On Schedule
Budgeted Cost: \$30,796,339
Final Cost: \$36,754,034 (due to client addition)
Description: 3.25 miles of six-lane roadway

I-75**LAKE CITY, FLORIDA****FDOT, DISTRICT TWO**

1109 S. Marion Avenue
 Lake City, Florida 32025
 Rick Johnston, P.E., Project Manager
 p: 386.961.7042 f: 386.961.7069

The I-75 project consisted of deep milling and resurfacing approximately eight-miles of multi-lane roadway from the US 90 exit to the I-10 exit. PBS&J provided construction engineering and inspection services for this 200 day project that was completed in February of 2005.

The majority of this work was performed during nighttime hours in order to prevent traffic problems along the interstate. This contract had many restrictions causing many challenges that PBS&J inspectors had to overcome. One of the challenges included several emergency shut downs due to the severe 2004 hurricane season.



The asphalt placed on this project consisted of SP 19.0, SP 12.5, SP 9.5, and FC-5 friction. The plans included placing ditch pavement at two locations along the project. PBS&J inspector's oversaw the removal of existing bridge guardrail transition and constructed three-beam transition in various locations. They also consisted of removing existing end anchorages and constructing SRT-350 at various locations throughout the project.

Start Date: 12/2004
End Date: 1/2005
Schedule: Completed; On schedule
Budgeted Cost: \$7,976,986
Final Cost: \$8,096,066
Description: Eight miles of multi-lane roadway from US 90 exit to the I-10 exit

SR 47 CE&I SERVICES**LAKE CITY, FLORIDA****FDOT, DISTRICT TWO**

1109 S. Marion Avenue
 Lake City, Florida 32025
 Rick Johnston, P.E., Project Manager
 p: 386.961.7042 f: 386.961.7069

This project consists of the reconstruction of SR 47 from a two-lane rural roadway to a four-lane urban roadway with raised medians for the entire length of the project. The limits are from U.S. 41 to just south of Interstate 75, a distance of 4.71 miles.

The intersection of SR 47 at both CR 242 north and CR 242 south of Interstate 75 will be realigned with traffic signals installed for safety. Two "Park and Ride" lots will be built on both sides of SR 47 just north of the I-75 interchange. These paved parking lots will allow motorists to safely park their cars for the day while they car pool to work. Construction will be underway at multiple locations throughout the project. A Web page is being maintained to keep citizens updated of lane closures and current construction activities.



This project began in October 2004 and is scheduled to be completed by the end of 2006. The total cost of construction will be \$26.9 million. This project included the construction of four retention ponds that will help control the flow of stormwater along the project.

A bonus incentive was offered to the contractor for maintaining adequate access to businesses and citizens throughout the project. Surveys will be distributed to businesses and citizens along SR 47 to obtain their opinion of how accessible their property was during the construction. The contractor can be rewarded with up to \$152,000 for good marks on the survey depending on the answers.

Start Date: 10/2004
End Date: Scheduled for 2/2007
Schedule: Currently on schedule
Budgeted Cost: \$26,911,760
Final Cost: \$27,680,521
Description: 4.71 miles of roadway from U.S. 41 to just south of Interstate 75

US 98 REALIGNMENT GULF COUNTY, FLORIDA

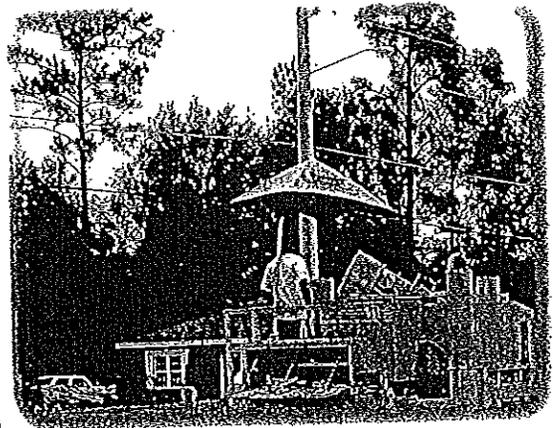
THE ST. JOE COMPANY

301 East First Street
 Port St. Joe, Florida 32456
 Tom Panaseny, Project Manager
 p: 850.229.7983 f: 850.229.7980

PBS&J provided CE&I services to St. Joe Towns and Resorts in Port St. Joe, Florida. This project included relocating approximately 3.7 miles of US Hwy 98 and the construction of an 150' long bridge over Chicken House Branch inland and away from the St. Joseph

Bay/Gulf of Mexico. The project impacted 11.5 acres of jurisdictional wetlands. To mitigate for the impacts, 72.8 acres of wetland and 65.6 acres of uplands was restored, enhanced, and preserved. The mitigation occurred within a portion of a 607-acre off site parcel. The development was planned for WindMark Beach, a Master planned resort community, including a three-mile stretch of beach, which received Development of Regional Impact (DRI) approval by State and local regulators. Approximately 1,662 units (including existing WindMark Beach Phase 1) was planned for the development.

Start Date: 06/2002
End Date: 12/2006
Schedule: Completed on schedule
Budgeted Cost: \$10,852,812
Final Cost: \$11,087,880
Description: 3.7 miles of roadway



Steven W. Martin, P.E.

*Transportation Design-Build Program Manager
PBS&J*

Education

B.S., Civil Engineering, Auburn
University, 1989

Registrations

Professional Engineer
Florida 47308, 1993
Alabama 19783, 1994

Certifications

Advanced Maintenance of Traffic
Qualification, FDOT, 2003
Quality Control Manager
Qualification, CTQP, 2003
Asphalt Paving - Levels I & II,
CTQP, 2000
Drilled Shaft Inspector's
Qualifications Course, FDOT,
1999
Contract Certification, FDOT, 1993
Work Zone Safety Certification
Program, FDOT, 1992
Certified Public Manager - Level I,
II, and III, FDOT, 1992
American Concrete Institute
Certification, ACI, 1992
Nuclear Density/Moisture Gauge
Safety Course, FDOT, 1992
Value Engineering Team Leader
Training, FDOT, 1991

Professional Affiliations

American Society of Civil
Engineers (ASCE)
Design-Build Institute of America
(DBIA)

Mr. Martin serves as the program manager for PBS&J's Transportation Design-Build Services program and division manager for Construction Services. With over 16 years of experience, Mr. Martin's current responsibilities include: senior project engineer for I-75 and SR 47 multilaning in Columbia County; senior project engineer for several Florida Department of Transportation (FDOT) District Three emergency contracts as a result of Hurricane Ivan; leading the Construction Services Division for North Florida; developing design-build marketing and client maintenance strategy for the program; providing direction for staff in preparing design and construction criteria, concept reports, RFPs, and project administration for owners; leading project-specific marketing activities, including early identification of design-build opportunities and an analysis of the probability of success for PBS&J and any partners; managing or directing design-build production activities; managing the design-build program's financial planning and budgeting; coordinating design-build opportunities with all offices and transportation groups within PBS&J; and evaluating design-build opportunities. He also provides design-build support under the General Engineering Consultant (GEC) contract for FDOT, and provides construction support for GEC services for the FDOT Districts One, Three, Seven, and Florida's Turnpike. Prior to joining PBS&J, Mr. Martin served FDOT for more than 11 years in several capacities.

FDOT District Three, Chipley, Florida. As assistant district construction engineer, Mr. Martin was responsible for the district's design-build program. In this capacity, he also managed production of specification packages; the consultant construction engineering and inspection program; the value engineering and quality improvement programs, constructibility reviews, scheduling, contractor claim reviews, and supplemental agreements; and final estimates of completed construction projects.

FDOT, Panama City Construction/Bonifay Construction. Mr. Martin served for four years as the district consultant construction engineering and inspection engineer and four years as project engineer/resident engineer. His project experience during this tenure included:

- I-4 Reconstruction, Polk County
- Pump Station and Drainage Improvements, Broward County
- SR 836 Extension and Improvements, Miami
- US 17 Multilaning, Charlotte County
- St. George Island Bridge (\$72 million design-build project)
- Hathaway Bridge (\$81 million design-build project)
- SR 20 Bridge over the Apalachicola River
- Bailey Bridge on SR 77
- Bayou Chico Bridge, Pensacola, Florida
- Capital Circle Multilaning, Tallahassee, Florida
- US 29 Multilaning, Pensacola, Florida
- SR 61/Thomasville Road Multilaning, Tallahassee, Florida
- I-10 Blackwater River Bridge Design-Build
- SR 2 Choctawhatchee Bridges, Holmes County, Florida

Steven W. Martin, P.E.
Transportation Design-Build Program Manager

- US 90 Choctawhatchee Bridge, Holmes County
- SR 87 and SR 89 Multilaning, Milton, Florida
- I-10 Pavement Reconstruction throughout a ten-county area

Presentations

- "Design Build Contract Administration," AASHTO Conference, 2003
- "Construction Administration," FDOT Design Build Conference, 2003
- "Construction Management for Design Build," FDOT Design Build Conference, 2002
- "Optimizing Design Build using Value Engineering," SAVE International Conference, 2001
- "Hathaway Bridge Design Build Approach," FDOT Design Conference, 2000
- "FDOT Design Build Lessons Learned," DBIA Transportation Conference, 2000
- "St. George Island Design Build Project," FDOT Construction Conference, 2000
- "FDOT Design Build Case Studies," FDOT Construction Conference, 1999

Courses/Seminars

- Asphalt Paving - Level II, FDOT, 2000
- Drilled Shaft Inspector's Qualifications Course, FDOT, 1999
- Structured Problem Solving, FDOT, 1998
- Process Analysis and Improvement, FDOT, 1998
- Strategic Planning, FDOT, 1998
- Quality Control Plan Development, FDOT, 1998
- DOT Leadership Alumni Academy, FDOT, 1997
- Financial Management: Overview User Training, FDOT, 1997
- Employee Selection Update, FDOT, 1996
- Techniques for Pavement Rehabilitation, FDOT, 1996
- Straight-Line Diagram Access Procedures, FDOT, 1995
- Review and Performance Planning (RAPP), FDOT, 1995
- DOT Leadership Academy, FDOT, 1995
- Managing DBE/MBE Compensation on Consultant Contracts, FDOT, 1995
- Primavera Project for Windows, FDOT, 1995
- Dealing with the Media, FDOT, 1994
- Daily Report of Construction, FDOT, 1994
- Conduct Standards Update, FDOT, 1994
- FRMSF2 Transitions & End Treatments - Pavement & Shoulder, FDOT, 1993
- Construction Scheduling for Project Engineers, FDOT, 1993
- CPM Scheduling for Project Engineers, FDOT, 1993
- Erosion Control and Stormwater Pond Management, FDOT, 1993
- Contract Certification, FDOT, 1993
- Project Engineers School, FDOT, 1993
- National Pollutant Discharge Elimination System, FDOT, 1993
- Environmental Permits & Compliance, FDOT, 1993
- Conduct Standards & Disciplinary Action Procedure, FDOT, 1993
- Erosion Control Management, FDOT, 1993
- ADSC-Drilled Shaft Inspector's Workshop, FDOT, 1993

Honors and Awards

- President's Award for Quality, ASHTO, 2000

Harry Wood

*Project Manager
PBS&J*

OSHA 10-hour Construction Outreach Training
 Federal Project Coding (8 hour)
 Certified Public Manager - Level II
 LIMS/Laboratory Information Management Systems, Module I
 Mutual Gains Approach to Negotiation
 DEP Sediment and Erosion Control Inspector
 Consultant Construction Engineer Inspection (CBI) Project Manager
 Maintenance of Traffic - Advanced
 Maintenance of Traffic - Intermediate
 Claims/Deposition
 Construction Claims Management Training
 Density Earthwork Inspection training (DEIT)
 Construction Claims
 Primavera CPM Training
 Construction Contract Interpretation
 Project Engineers School
 Basic Design/Instructor Training
 Certified Public Manager - Level I
 Accident Investigation and Reporting
 Safety and Control of Equipment Containing Hazardous Radioactive Material
 Hazardous Materials (HAZMAT) Transporting
 WZTC Level 2 Traffic Safety in the Work Area
 Earthwork, Density Record System
 Statewide Contract Compliance DBE/OJT/BEO/Payrolls
 Supervisory Decision Making
 GEOPAK
 CAICE
 Erosion Control/Stormwater Management
 Claims, Negotiation, and Documentation
 Flexible Pavement Design
 Contract Estimating Systems
 GEOPAK Training
 Microstation 32: 2D 4.0
 Advanced GEOPAK Training - Cross Section Feature
 CEAL Computer Training
 Intermediate CADD Training

Mr. Wood serves as project manager for PBS&J in the North Florida Construction Services division. He has worked for over 27 years with the Florida Department of Transportation (FDOT) and has extensive construction, design, and project management experience. In addition, Mr. Wood maintains numerous construction related certifications.

His relevant work experience includes:

Project Manager, US 98 Realignment – Mr. Wood is currently project manager on the US 98 realignment project in Gulf County for St. Joe Towns and Resorts. In addition to this project, Mr. Wood is managing the pay application process for a private River City Market Place development in Duval County.

Resident Support Manager, Florida Department of Transportation, District Two – In this position, Mr. Wood managed the Lake City Construction Work program budget of approximately \$30 million. He was responsible for supervising 24 employees and scheduling all personnel on construction projects including project inspectors and consultants.

Project Administrator, Florida Department of Transportation, District Two - Mr. Wood managed major construction and new construction projects for various resident offices. He was responsible for managing numerous construction projects at once. His duties included scheduling personnel, managing resources, and making adjustments when necessary. His experience in this position includes the following relevant projects:

- Project manager for the six-laning of 40 miles of I-75 in Suwannee and Hamilton County
- Project manager for the weigh-in-motion station in Hamilton County.
- Project administrator for the reconstruction of 8 miles of SR 500 in Levy County which included converting a two lane section into a four lane combination urban and rural roadway.
- Project administrator for the milling and resurfacing of 216 lane miles of I-75 in Alachua County)

Roadway Designer, Florida Department of Transportation, District Two – In this role, Mr. Wood assisted with design for major and minor construction projects.

District Survey, Florida Department of Transportation, District Two – Mr. Wood performed various duties as the instrument operator.

Maintenance, Florida Department of Transportation, District Two – Mr. Wood worked in the maintenance division and also served as a heavy equipment operator.

Christopher A. McKenzie

*Junior Field Representative
PBS&J*

Certifications

Barthwork Level 1
Asphalt Level 1
Advanced Maintenance of Traffic

Mr. McKenzie is a junior field representative in PBS&J's North Florida Construction Services division. He has over ten years of experience in the construction industry. His previous experience includes crew leader, crew foreman, and lead framer. Mr. McKenzie has extensive training in maintenance of traffic (MOT).

Mr. McKenzie's experience includes:

River City Market Place, District Two, Jacksonville, FL – Mr. McKenzie assists in ensuring quality control of workmanship for the client. He also records daily information for PBS&J and client, observing MOT to ensure compliance with approved plans and specifications.

Daytona Beach, FL, Crew Foreman – Mr. McKenzie staffs and coordinates daily construction activity, equipment, and material inventory; quality control; and punch out for framing company.

Slingerlands, Ormond Beach, FL – Customer service representative for commercial plant nursery. His duties included delivery, sales, and assisting Horticulturist in activity on site.

Leo Townsley Construction, New Smyrna Beach, FL – Mr. McKenzie was the lead framer for construction company. In this role, he coordinated crew and completed project to specifications.

Mike Brown

Senior Inspector
PBS&J

Education

Business Administration Studies,
Massey Business College
Computer Technology and
Accounting Studies, Chipola
Junior College

Certifications

Asphalt Paving Levels I and II
Earthwork Construction I and II
Earthwork Density (Nuclear)
Erosion Control
Concrete Field Inspector
Nuclear Gauge Safety
Worksite Traffic Supervisor
Stormwater Management Insp.
Advanced MOT
Drilled Shaft
Pile Driving
QC Manager

Mr. Brown is a Senior Inspector in the Construction Services division of PBS&J's North Florida Office. Mr. Brown retired from the Florida Department of Transportation where he served as a Chief Inspector, Project Engineer, District Training Engineer and the District Quality Engineer. He has more than 33 years of experience in the construction field. Throughout his career, he has been responsible for the building and rehabilitation of bridges and roadways throughout Florida Department of Transportation (FDOT), District Three. His experience also includes upgrading sewage treatment plants and serving as the Equal Employment Opportunity representative on several projects. His professional experience includes:

PBS&J – December 2003 to Present - Currently employed by PBS&J as a Senior Field Representative on State Road 47. It is a four (4) laneing project. I am coordinating the utility portion of the project with the contractor in addition to my duties as Senior Inspector. I also supervised the milling of the I-75 Milling and resurfacing project from Highway 90 to Interstate 10.

Genesis CE&I Services – Senior Inspector and Asphalt Roadway Inspector on State Road 52 project requiring inspection of placement of superpave asphalt.

CarlanKillam Consulting Group, Inc. – Project engineer responsible for several high profile projects including the six-laning of Davis Highway and the milling and resurfacing of State Road 30 (U.S. 98) in Ft. Walton Beach. As project engineer, Mr. Brown's responsibilities included final estimate preparations, entering data in the FDOT network computer system, checking final measurements, claim analysis, contract time tracking, and ensuring the project is constructed according to contract specifications.

FDOT, District Three – Construction Training Engineer responsible for assessing training needs, developing and coordinating professional training programs and activities for District Construction Personnel. Implemented a training class for drilled shaft inspection for bridge inspectors. Became certified as a stormwater management inspector and instructor and assisted other instructors with the certification class throughout District Three. Assisted the District Construction Office Engineer in securing and documenting supplemental agreements as necessary to authorize and document revisions to the plans and specifications, and other contract changes that occur due to unforeseen problems during construction. Administered the District Construction Quality Control Procedure and Program and performed Quality Assessment Reviews on construction projects. Also, served on the statewide team that developed the QC/QA process.

FDOT Marianna and Panama City Construction Offices – Project engineer on several new bridge construction projects, rehabilitated a sewage treatment plant, completed three interstate rehabilitation projects, completed several widening and resurfacing projects, and supervised the demolition of the old piers for the old Hathaway Bridge Piers and the placement of the rubble as a fishing reef.

FDOT – As an E.T. IV (Chief Inspector), supervised project inspectors and inspected the following on multiple projects: box culvert construction,

Hughie Mike Brown

*Senior Inspector
PBS&J*

miscellaneous bridge inspections while placing pile jackets and pouring cement grout in them, bridge painting, epoxy injection on bridge piles and caps, water blasting and cleaning, repaired spalled areas on bridge caps, beams, piles, and built an interstate rest area, worked a large revetment project, accomplished several widening and resurfacing project and rehabilitated two bridges.

FDOT – As an E.T. III (Asphalt Plant Inspector), assembled all diaries and other information needed to prepare weekly and monthly estimates, checked concrete reports submitted by field forces, helped keep the engineer's log book posted and up-to-date, assisted in preparing final estimates, assembled required documents, checked spreads and quantities used, served as EEO specialist, and monitored the progress of the contractor's on-the-job trainees.

FDOT – As an E.T.L, served as rodman on a survey crew, assisted in the preparation of weekly and monthly reports for month progress payments and kept the engineer's material log book up to date.



CHARLIE R. COTHRAN
Technician – Construction Materials Services
NODARSE & ASSOCIATES, INC.

YEARS OF EXPERIENCE: 2 Years

CERTIFICATIONS:

- FDOT CTQP Asphalt Plant Technician – Level I
- FDOT CTQP Asphalt Plant Technician – Level II

EDUCATION:

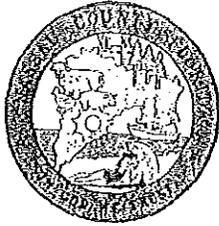
Columbia High School Diploma

REPRESENTATIVE PROJECT EXPERIENCE:

- SR 207 from SR 206 to CR 305 – St. Johns County
- SR 21 from SR 100 to SR 16
- Old Kings Road from Six Mile Creek to Bridge No. 724072 -- Duval County
- SR 105 over Shad Creek
- SR 207 from CR 305 to West of I-95 – St. Johns County
- EAA Reservoir – West Palm Beach Everglades
- SR 345 from SR 332 to SR 500
- SR 26 from SR 26A West to North/South Drive -- Alachua County
- SR 15 from McIntosh Avenue to Duval County Line – Clay County
- Old Penial Road -- Duval County
- Strickland Hoover Roads – Duval County
- SR 10 / US 90 from Tyler Street to Main Street
- I-295 from I-95 to Buckman Bridge – Duval County

EXPERIENCE:

Charlie possesses experience in Asphalt Plant Inspection. Duties have involved verification as well as contractor Quality Control Services under the new CQC Specifications.



PROJECT APPROACH

PBS&J offers Nassau County a full-service team of construction personnel with the expertise to successfully deliver every item included in the scope of services.

PBS&J and Nodarse have assembled a team of construction and testing professionals who are very familiar with the type of construction services requested by Nassau County for the CR 121 project. All members of the PBS&J team are familiar and have worked extensively with FDOT specifications, design standards, and administrative procedures. We are confident that our collective diversified background and the following management plan will ensure this is a successful project.

This project consists of milling the existing 2" asphalt, resurfacing with two lifts 1.5" each of SP 12.5, and the placement of pavement markings on CR 121 form the Duval County line 19.2 miles north of US 1. Services to be provided include CE&I and asphalt plant verification testing.

The PBS&J team will hold a pre-paving conference meeting before paving and milling operations begin and a written report will be dispensed. During the pre-paving conference, all of the requirements for the contractor will be covered, along with our qualified technicians' abilities to oversee the project.

PBS&J will ensure that a qualified asphalt paving level II technician, with completion of the construction training qualified program (CTQP), will be on the roadway at all times during the hotmix asphalt (HMA) placement on the job site. The paving machine that will be used during paving operations will be equipped with automatic screed controls with a minimum length of 25 feet. There will be a steady supply of mix (head of material) that will be preserved at the augers in front of the screed. Our technicians will confirm that all asphalt mixtures will not be placed during rain or when water is on the surface to be paved. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 25 inches or greater, an auger extension, paddle, or kicker device

will be equipped and used during paving, unless the contractor provides written documentation from the manufacturer that these are not necessary.

Performance from the verification activities will be administered at a minimum frequency of once per day to ensure that the spread rate (yield) is in compliance with the contract requirements. In cases with deficiencies, it is the contractor's duty to take corrective action immediately and a recheck will be made following. If the recheck indicates that the operations are still out of control, the operation will be stopped and the quality of the faulty areas will be evaluated separately, and the results will be documented.

The technicians will administer compliance requirements for the performance of measurements on HMA spread rate (yield) and pavement cross slopes with the minimum frequencies of once per layer per day. All results will be documented in the Asphalt Roadway Verification Report.

Verification of measurements will be executed to ascertain measurements at a minimum frequency of once per day to guarantee that the temperature of the mix at the paving site is checked and recorded in agreement with the procedures stated in the specifications. When a mix temperature load or portion exceeds the accepted limits, it will be rejected and the results will be documented. Our inspectors will ensure that trucks do not bump the paver. After releasing the HMA material from the truck body to the paver, the remaining material in the truck will not be cleaned and dumped on the tacked surface in front of the paver.

A string line will be used for an accurate, uniform alignment of the pavement edge in areas where there is no curb and gutter. Compaction equipment will be equipped with wheel moistening systems, scrapers, and pads to avoid having HMA adhere to the wheels.

Pneumatic-tire rollers will use tires inflated 50 to 55 PSI or as specified by the manufacturer. Self-propelled pneumatic rollers will be used on the first overbuild course and the traffic roller or vibratory roller will be used on the first structural layer on milled surface.

For process control, the contractor will monitor the pavement temperature with an infrared temperature device. The roadway density will be monitored by 6-inch diameter roadway cores, a nuclear density gauge, or other density measuring devices at a minimum frequency of once per 1,500 feet of pavement. When an approved rolling pattern is used in lieu of density test, the density will be monitored by 6-inch cores at a minimum frequency of three cores per day for informational purposes.

Lift thickness will be monitored to ensure specification requirements. When the intermediate layer is opened to traffic, the smoothness of the pavement will be checked by 15 foot of rolling straightedge to certify that no smoothness deficiency is in excess of 3/8 inch.

Verification activities will be performed by taking ten measurements of the cross slope per day for the first two days of the construction to ensure that the contractor measures the cross slope with a frequency of one check every 100 feet during paving operation and the deficiency is within the acceptable tolerance (+/- 0.2% for travel lanes, +/- 0.5% for shoulders). Cross slopes of the pavement will be monitored to ensure compliance with the contract requirements by having it inspected at a minimum frequency of once per day after the first two days of paving operation.

The roadway density random numbers in the worksheet will be documented. The five cores will be cut from each subplot. Cores closer than 12 inches from an unsupported edge will not be obtained. After coring, core holes will be patched properly within three days of coring.

A finished surface of uniform texture and compaction with no pulled, torn, crushed, or loosened portions that are free of segregation, fat spots or ripples will be displayed. The 15 foot rolling straightedge operations will be monitored with corrective actions to be taken if necessary.

The transverse joint, longitudinal joint, and pavement approaches to the bridge joints are constructed properly and checked by a 15-foot manual straight-edge to achieve smooth and compacted surfaces. The 15-foot manual straightedge will also be used to check the smoothness on crossovers, intersections, tapers, transitions at the beginning and end of project, parking lots, and similar areas. When paving at night, adequate lighting will be provided at the job site.

During milling, the surface must be swept with a power broom or other approved equipment. A street sweeper will be used in urban and other sensitive areas. Any surface delamination or scaling piece will be removed. The milling surface will be monitored to ensure that it has a uniform texture with no deviation in excess of 1/4 inch. The depth of cut and the cross slope will be checked periodically to ensure that the results are in compliance with the contract requirements. Repavement of all milled surfaces must be completed no later than the day after the surface was milled or as specified in the contract. All verification measurements will be completed to ensure that the contractor checks the cross slopes at a frequency of one measurement every 2,500 feet during milling operations.

When applying prime and tack coat, the asphalt distributor being used will be in accordance with the specifications. The roadway surface will be cleaned prior to application of the tack coat. Monitoring from our technicians will be completed at a minimum frequency of once per day to ensure that the tack coat is applied uniformly with proper spread rate. The spread rate will be checked by the contractor at least twice per day (and the tack has broken prior to the placement of asphalt). All reports will be documented.

The ARB-20 for the binder and size No. 6 stone, slag, or gravel for the cover material in ARMI will be used. Monitoring of a minimum frequency will occur once per day to ensure that the application rate of the asphalt rubber binder and the cover material meets the specification requirements and all results will be monitored. The rolling operation of the ARMI layer will conform to the contract documents. The ARMI layer will be covered with the first course of asphalt concrete prior to being opened to the traffic.

ASPHALT PLANT PROCEDURES TO BE FOLLOWED

The PBS&J and Nodarse technicians who will be responsible for performing quality control, verification, and resolution tests are all CTQP qualified. They will validate that the asphalt quality control plan, design mixes, and asphalt mix designs have been verified and approved. All documents will be sufficiently filed.

Calibration of the superpave gyratory compactor will be performed by the contractor in accordance with his QC plan and the records will be documented in the lab file. The laboratory will be furnished with the necessary sampling and testing equipment and supplies for performing quality control, acceptance, and verification sampling and testing.

The gradations of incoming aggregate, including RAP, aggregate moisture content from stockpiles, and/or combined cold fee aggregate, will be tested by the contractor for process control at a minimum frequency specified in his QC Plan. The testing of RAP material will comprise A/C content and gradation of extracted aggregate. The A/C content, mix gradation, and volumetric properties of HMA will be unwavering by the contractor for daily process control at a frequency in unity with his QC plan. The entire QC sampling and testing will be completed and the control charts will be updated daily in accordance with the QC plan and the results will be shown in a noticeable place in the asphalt lab. The QC results will then be documented on the appropriate FDOT forms.

PBS&J and Nodarse will validate that the QC has obtained and submitted the viscosity samples. We will also make certain that the initial production LOT of all mix designs have been established at 2,000 tons. The acceptance of the initial production LOT will be performed in accordance with the constraint guidelines. After the successful completion of the initial production LOT, contractor's initiation of 4,000 ton, the LOT size will be considered by the engineer.

The inspector will run the split sample verification testing in accordance with the requirements in order to determine the validity of the contractor's QC test results for the LOT acceptance. The results will then be documented in the asphalt plant verification report.

In the event that any verification and/or resolution samples that are in the detention of the contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic will be applied to the entire LOT in question. If the LOT in question has more than two sublots, the pay factor of each quality characteristic will be 0.55. In either event, the material in question will also be evaluated. In the event that an individual QC test result of a subplot for gradation or A/C content does not meet the requirements, the LOT will be automatically terminated and production of the mixture will be stopped until the problem is adequately resolved and the material represented by the failing test result shall be evaluated.

For small quantities, the pay factors shall be determined in agreement with the specified requirements. In the event that the density of a LOT is less than 93 percent of Gmm for coarse graded mixtures, the consultant will assess the pavement's permeability. If the coefficient of permeability is less than or equal to 125×10^{-5} cm/s, the pavement will be removed and replaced at no cost to the County.

All of the input data for the calculation of the pay factors and the composite pay factor will be double-checked for accuracy. Necessary actions will be taken for the materials with low pay factors or low composite pay factors. The contractor's evaluation of the in-place low pay factor material will be performed within necessary guidelines.

PBS&J will make sure that the appropriate checks will be completed. Necessary biannual certification checks will be conducted on plant scales, as well as the required weekly weight comparison checks. All haul trucks will have the appropriate asphalt tight beds coated with acceptable asphalt release agent (not petroleum-based products, such as diesel oil). Truck beds will have a tarpaulin that can cover the entire load and holes in the side of the bed for checking load temperature.

Stockpiles will be managed. Stockpiles, including RAP material, will be checked to ensure that it is contamination free and separated and identified, as shown on the mix design. Measurements will be verified at a

minimum of once per day to ensure that the temperature of the mix at the plant is checked and recorded in accordance with the procedures stated in the specifications. The results will be documented in the asphalt plant verification report. A load or segment of HMA mix temperature that exceeds the acceptance limits will be rejected. Any mix will be verified that it is not kept in a hot storage or surge bin exceeding 72 hours. In the event that an individual QC test result of a subplot for gradation or A/C content does not meet the specified requirements, appropriate corrective actions will be taken and reported to the engineer. In the event that two consecutive individual QC test results for gradation or A/C do not meet the specified requirements, the LOT will be automatically terminated and production of the mixture will be stopped. The inspectors will then evaluate the material represented by the failing test.

PROJECT CLOSEOUT

Our goal will be to resolve issues early during construction, so close-out activities are kept to a minimum. Pay Item quantities will be finalized as they are completed and will be updated in the computation book or plan matrix. A final inspection will be scheduled when the contractor notifies our office that the work has been successfully completed. Prior to final acceptance, the County and the department responsible for maintenance will be invited to the final inspection. We are confident that PBS&J has the staff and resources to make this a successful project for Nassau County.

SCHEDULE

PBS&J has developed a distinct working knowledge of the review of construction project schedules, especially those related to CE&I projects. Our knowledge in the area of construction scheduling has become an asset for government agencies that have the need for relying on the contractor's scheduling data for planning, monitoring, and executing projects. We have included a sample schedule on the following page for Nassau County's CR 121 project.

INNOVATIVE IDEAS

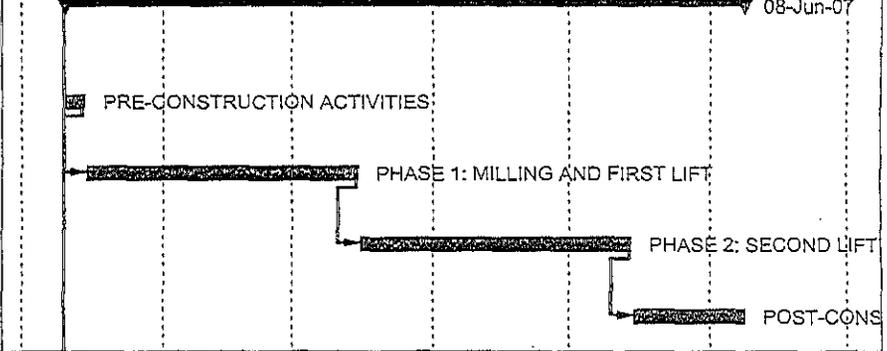
After inspecting the project site, it was determined that the majority of the asphalt failures were located in the northbound travel lanes. As a cost reduction, we recommend additional field testing be performed prior to construction to ensure a proper diagnosis of the existing conditions. We also recommend milling and resurfacing the north bound lanes only and to overlay the entire roadway with a 9.5 surface course. This would eliminate the need to mill the south bound lane and replace the existing pavement. The final surface course would allow for additional asphalt and structural value to provide for a more durable roadway.

DATA DATE: 10-Jan-07

RUN DATE: 18-Dec-06 09:31

Nassau County Road 121

| Activity ID | Activity Name | Original Duration | Start | Finish | Qtr 1 2007 | | | Qtr 2 2007 | | | 08-Jun-07 | | | | | | | | | |
|-------------------------------|---------------------------------|-------------------|-----------|-----------|------------|-----------|-----------|------------|-----|-----|-----------|-----|--|--|--|--|--|--|--|--|
| | | | | | Jan | Feb | Mar | Apr | May | Jun | | Jul | | | | | | | | |
| Nassau County Road 121 | | | | | 150 | 10-Jan-07 | 08-Jun-07 | | | | | | | | | | | | | |
| 1 | PRE-CONSTRUCTION ACTIVITIES | 5 | 10-Jan-07 | 14-Jan-07 | | | | | | | | | | | | | | | | |
| 2 | PHASE 1: MILLING AND FIRST LIFT | 60 | 15-Jan-07 | 15-Mar-07 | | | | | | | | | | | | | | | | |
| 3 | PHASE 2: SECOND LIFT | 60 | 16-Mar-07 | 14-May-07 | | | | | | | | | | | | | | | | |
| 4 | POST-CONSTRUCTION ACTIVITIES | 25 | 15-May-07 | 08-Jun-07 | | | | | | | | | | | | | | | | |



ATTACHMENT "B"

Addendum Acknowledgment

| | |
|--|--|
| Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. | Addendum # <u>1</u> through # <u>1</u> Initial: SM Date: December 18, 2006 |
| Person Completing [TB] (Signature) <i>Steven W. Martin</i> | |
| Name (Printed): Steve W. Martin, P.E. | Title: Associate Vice President, Division Manager |

>>>Failure to submit this form may disqualify your response<<<



ATTACHMENT "C"

HASSAU COUNTY

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for CF&I Services CR 121 - Repair Work Bid No. NC06-047.
2. This sworn statement is submitted by PBS&J (entity submitting sworn statement), whose business address is 7406 Fullerton Street, Suite 350 - Jacksonville, Florida 32256 and its Federal Employee Identification Number (FEIN) is 59-0896138 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is Steve W. Martin, P.E. (please print name of individual signing), and my relationship to the entity named above is Associate Vice President, Division Manager
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding

contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Steven W. Martin
(Signature)

December 15, 2006
Date

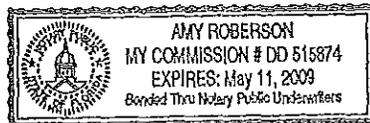
STATE OF FLORIDA
COUNTY OF Columbia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Steven W. Martin, who, after first being sworn by me, affixed his/her signature in the space provided above on this 15th day of December, 2006.

Amy Roberson
(Notary Public)

My Commission Expires: 5/11/09

(seal)



ATTACHMENT "D"

AFFIRMATIVE ACTION CERTIFICATION

Nassau County is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

THIS DOCUMENT IS TO BE SUBMITTED BY THE PROPOSER WITH THE BID DOCUMENTS

Name of Firm: PBS&J

1. Minority Business Enterprise Yes () No (X)

A minority business enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms, which are 51 percent, owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise Yes () No (X)

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more of the women owners.

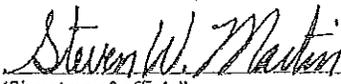
Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area Yes () No (X)

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a materials representation of fact upon which reliance was placed when this transaction was made or entered into.

Steve W. Martin, P.E.
(Typed name of official)


(Signature of official)

PBS&J
(Typed name of firm)

December 15, 2006
(Date)



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Exhibit "C"

PBS&J

Negotiated Cost for
Construction Engineering Inspection
Services
Bid No. NC06-047

Submitted: January 17, 2007



An employee-owned company

January 17, 2007

Nassau County Board of County Commissioners
c/o John A. Crawford, Ex-Officio Clerk
Nassau County Judicial Annex
76347 Veterans Way
Yulee, FL 32097

RE: Negotiated Cost for Bid No. NC06-047

Dear Mr. Crawford:

Attached you will find PBS&J's negotiated bid proposal for the CR 121 project. If you should have any questions please do not hesitate to contact me at (850) 596-7392..

Sincerely,

A handwritten signature in cursive script that reads 'Harry L. Wood'.

Harry L. Wood
Program Manager

Nassau County CR 121
Bid No. NC06-047
Negotiated Cost

Inspection services with full time on-site Senior Inspector and Inspector to monitor contractor's operations, full time Plant Inspector to monitor contractors asphalt operations in the asphalt plant. Part time Program Manager for preconstruction meetings and monthly and final project records review and submittal.

Program Manager

Labor:

$$[15 \text{ hrs/month}^{**}] \times [\$90.00/\text{hr}] = \$ 1,350.00/ \text{ month}$$

Senior Inspector

Labor:

$$[165 \text{ hrs/month}^{**}] \times [\$72.50/\text{hr}] = \$11,962.50 / \text{month}$$

Inspector

Labor:

$$[165\text{hrs/month}^{**}] \times [\$60.00/\text{hr}] = \$ 9,900.00/\text{month}$$

Plant Inspector

Labor:

$$[165\text{hrs/month}^{**}] \times [\$60.00/\text{hr}] = \$ 9,900.00/\text{month}$$

Cost Summary:

| | | |
|--------------------------------------|-----------------|---------------------|
| Program Manager | 15 hr/mo X 5mo | \$ 6,750.00 |
| Senior Inspector | 165 hr/mo X 5mo | \$ 59,812.50 |
| Inspector | 165 hr/mo X 5mo | \$ 49,500.00 |
| Plant Inspector | 165 hr/mo X 4mo | \$ 39,600.00 |
| Overtime @ 10% | | <u>\$ 12,705.00</u> |
| Total Negotiated Project Cost | | \$168,367.50 |

** Includes the cost of all equipment including vehicles and expenses.

Exhibit "D"

Nordarse & Associates, Inc.
(Sub-Consultant for PBS&J)

Proposal to provide
Asphalt Coring and Testing Services



January 17, 2007
 N&A Project No. 07-07-0010-201

Mr. Harry Wood
 PBS&J
 1901 Commonwealth Lane
 Tallahassee, FL 32303

Proposal to Provide Asphalt Coring and Testing Services
 CR 121 from Duval County Line to US 1
 Nassau County, Florida

Dear Mr. Wood:

Nodarse & Associates, Inc. (N&A) is pleased to present this proposal to perform Asphalt Coring and Testing Services for the referenced project. This proposal is based from our telephone conversations on January 16, 2007.

PROPOSED SCOPE OF SERVICES

Per our conversation, N&A will perform asphalt coring along the southbound lane of CR 121. Four 6" diameter cores will be obtained at each location. Each core hole will be filled-in using a "cold patch" asphalt mix. The cores will be returned to N&A's laboratory for extraction, gradation, bulk specific gravity and maximum specific gravity testing. Maintenance of traffic (MOT) will be provided by N&A, utilizing a qualified MOT Subconsultant.

ESTIMATED FEES

Our estimated fees to provide the scope of services are broken down into two (2) options on Attachment "A" of this proposal. *Option A* is at test intervals per our conversation. *Option B* is at a reduced frequency due to project time constraints.

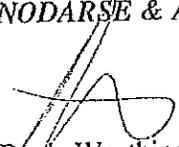
To authorize us to proceed with this project, please execute and return to us the attached proposal "Agreements". Authorization should be indicated by the person or firm responsible for payment of our invoice. Please note the attached "Agreement" forms as part of this proposal and that our Terms are "Net 30 Days".

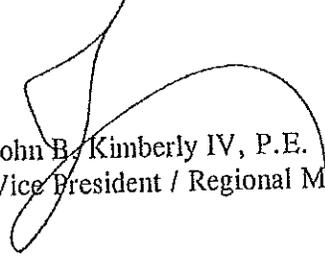
CLOSURE

N&A appreciates the opportunity to submit this proposal. If you have any questions concerning this proposal, please do not hesitate to contact us at (904) 296-0331.

Sincerely,

NODARSE & ASSOCIATES, INC.


Denis Worthington
Associate Vice President
Construction Services
Department Manager


NS
50 John B. Kimberly IV, P.E.
Vice President / Regional Manager

DW/GBK/nns

Attachments



SCOPE OF SERVICES
ATTACHMENT "A"
 Asphalt Coring and Testing Services
 CR 121 from Duval County Line to US 1
 N&A Project No. 07-07-0010-201
OPTION "A" (Based on 500' Core Intervals)

| DESCRIPTION OF WORK | QTY. | RATE | UNIT | AMOUNT |
|---|-----------|-------------|--------------|----------------------|
| I. <u>FIELD SERVICES</u> | | | | |
| A. Maintenance of Traffic | 12 days | \$ 1,500.00 | per day | \$ 18,000.00 |
| B. Asphalt Coring Equipment Charge | 12 days | \$ 150.00 | per day | \$ 1,800.00 |
| C. Asphalt Coring (2 man crew) | 12 days | \$ 800.00 | per day | \$ 9,600.00 |
| Subtotal | | | | \$ 29,400.00 |
| II. <u>LABORATORY TESTING SERVICES</u> | | | | |
| A. Extraction, Gradation, Bulk Specific Gravity (Density) and Maximum Specific Gravity (Rice) Testing | 205 locs. | \$ 425.00 | per location | \$ 87,125.00 |
| Subtotal | | | | \$ 87,125.00 |
| III. <u>PROFESSIONAL & TECHNICAL SERVICES</u> | | | | |
| A. Registered Engineer (Report Review, Sign & Seal) | 4 hrs. | \$ 150.00 | per hour | \$ 600.00 |
| B. Project Manager (Project Coordination, Data Review and Report Preparation) | 20 hrs. | \$ 110.00 | per hour | \$ 2,200.00 |
| C. Administrative Services | 25 hrs. | \$ 45.00 | per hour | \$ 1,125.00 |
| Subtotal | | | | \$ 3,925.00 |
| TOTAL | | | | \$ 120,450.00 |

NOTE: 1) Each core location will have (4) cores cut in order to obtain enough material to perform proposed testing.
 2) Laboratory Tests will take approximately 1.5 - 2 months to perform.



SCOPE OF SERVICES

ATTACHMENT "A"

Asphalt Coring and Testing Services
 CR 121 from Duval County Line to US 1
 N&A Project No. 07-07-0010-201

OPTION "B" (Based on a Reduced Frequency of 1 Mile Core Intervals)

| DESCRIPTION OF WORK | QTY. | RATE | UNIT | AMOUNT |
|---|----------|-------------|--------------|---------------------|
| I. FIELD SERVICES | | | | |
| A. Maintenance of Traffic | 2 days | \$ 1,500.00 | per day | \$ 3,000.00 |
| B. Asphalt Coring Equipment Charge | 2 days | \$ 150.00 | per day | \$ 300.00 |
| C. Asphalt Coring (2 man crew) | 2 days | \$ 800.00 | per day | \$ 1,600.00 |
| Subtotal | | | | \$ 4,900.00 |
| II. LABORATORY TESTING SERVICES | | | | |
| A. Extraction, Gradation, Bulk Specific Gravity (Density) and Maximum Specific Gravity (Rice) Testing | 20 locs. | \$ 425.00 | per location | \$ 8,500.00 |
| Subtotal | | | | \$ 8,500.00 |
| III. PROFESSIONAL & TECHNICAL SERVICES | | | | |
| A. Registered Engineer (Report Review, Sign & Seal) | 1 hr. | \$ 150.00 | per hour | \$ 150.00 |
| B. Project Manager (Project Coordination, Data Review and Report Preparation) | 8 hrs. | \$ 110.00 | per hour | \$ 880.00 |
| C. Administrative Services | 4 hrs. | \$ 45.00 | per hour | \$ 180.00 |
| Subtotal | | | | \$ 1,210.00 |
| TOTAL | | | | \$ 14,610.00 |

NOTE: 1) Each core location will have (4) cores cut in order to obtain enough material to perform proposed testing.
 2) Laboratory Tests will take approximately 2 weeks to perform.

Holmes Murphy and Associates - Omaha

2637 South 158th Plaza
Suite 200
Omaha, NE 68130

USA

Board of County Commissioners of Nassau County, FL
Capital Project Administration
Attn: Charlotte Young, Contract Manager
96135 Nassau Place, Suite 6

Yulee, FL 32097

USA

We hope you find this document satisfactory. If you have any questions regarding the content of this certificate, please contact Holmes, Murphy & Associates or the Insured, both are listed on the certificate of insurance.

NOTICE: This communication is not encrypted and may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate or otherwise use this information. Thank you.

cc:

The data included in this notice and in the attached document is confidential to ConfirmNet and the party responsible for bringing you this information.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
04/02/07

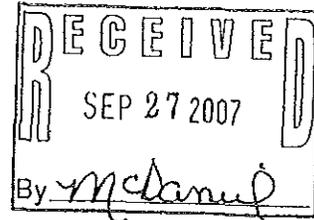
NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

Holmes Murphy and Associates - Omaha

2637 South 158th Plaza
Suite 200
Omaha, NE 68130

USA



Board of County Commissioners of Nassau County, FL
Capital Project Administration
Attn: Charlotte Young, Contract Manager
96135 Nassau Place, Suite 6

Yulee, FL 32097

USA

We hope you find this document satisfactory. If you have any questions regarding the content of this certificate, please contact Holmes, Murphy & Associates or the Insured, both are listed on the certificate of insurance.

NOTICE: This communication is not encrypted and may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate or otherwise use this information. Thank you.

cc:

The data included in this notice and in the attached document is confidential to ConfirmNet and the party responsible for bringing you this information.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/18/07

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2007

PRODUCER (305)822-7800 FAX (305)362-2443
Collinsworth Alter Fowler Dowling & French Group
P. O. Box 9315
Miami Lakes, FL 33014-9315
Attn: Anna Ramirez, ext 120; aramirez@cafdf.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

| INSURERS AFFORDING COVERAGE | NAIC # |
|----------------------------------|--------|
| INSURER A: Lloyds of London A XV | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Professional/Pollution Liability | LDUSA0700811 | 09/30/2007 | 09/30/2008 | \$5,000,000 Limits Ea Claim and Annual Aggregate CLAIMS-MADE FORM |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Ref: RFQ 03-02, Professional Environmental Services Continuing Contract.

11/17/1961 Retrograde
RECEIVED
 SEP 28 2007
 By McDaniel

CERTIFICATE HOLDER

Nassau County
 Nassau County Clerk of the Circuit Court
 Attn: J.M "Chip" Oxley, Jr.
 P.O Box 4000
 Fernandina Beach, FL 32035-4000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Meade Collinsworth/ANNA

[Signature]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AMENDMENT #1
TO THE AGREEMENT FOR
CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES
CR 121 - REPAIR WORK
NASSAU COUNTY, FLORIDA

THIS AMENDED AGREEMENT entered into this 23rd day of April, 2007, 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 **POST, BUCKLEY, SCHUH & JERNIGAN, INC. (PBS&J)**, (hereinafter referred to as "PBS&J"), a Florida Corporation authorized to do business in the State of Florida at 5300 West Cypress Street, Suite 200, Tampa, Florida 33607.

WHEREAS, the County entered into an Agreement for Construction Engineering Inspection (CEI) Services for the repair work for CR 121 in Nassau County, Florida with PBS&J on March 21, 2007, 2007; and

WHEREAS, the County desires to extend the subject Agreement to include an additional Senior Inspector.

NOW, THEREFORE, in consideration of mutual terms and conditions, PROMISES, COVENANTS AND PAYMENTS HEREIN SET FORTH, THE County and the Consultant agree as follows:

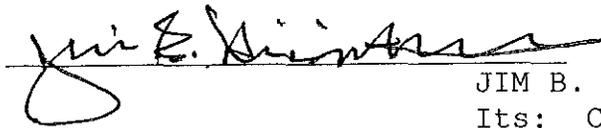
1) The scope of services in the Agreement for Construction Engineering Inspection (CEI) Services, CR 121 - Repair Work, Nassau County, Florida entered into by the County with the Consultant dated March 21, 2007 2007, is hereby extended to include an additional full time on-site Senior Inspector.

2) Article 5 - PAYMENTS, is amended to read as follows:

5.1 The County shall pay the consultant for services rendered, a fee not to exceed ~~\$168,367.50~~ \$232,965.00 for all services as outlined in Exhibit "C".

3) All other provisions of said Agreement shall be in full effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



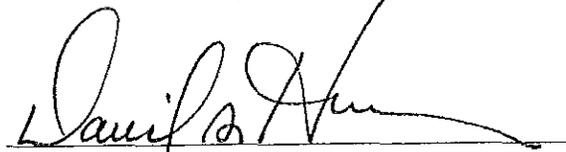
JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST TO CHAIRMAN'S SIGNATURE:



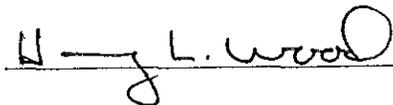
JOHN A. CRAWFORD
Its: Ex-officio Clerk

Approved as to form by the
Nassau County Attorney:



DAVID A. HALLMAN

CONSULTANT:
PBS&J



HARRY L. WOOD
Its: Program Manager

**Nassau County CR 121
Bid No. NC06-047
Revised Negotiated Cost**

Inspection services with 2 full time on-site Senior Inspector's and 1 Inspector to monitor contractor's operations, full time Plant Inspector to monitor contractors asphalt operations in the asphalt plant. Part time Program Manager for preconstruction meetings and monthly and final project records review and submittal.

Program Manager

Labor:

$$[15 \text{ hrs/month}^{**}] \times [\$90.00/\text{hr}] = \$ 1,350.00/\text{ month}$$

Senior Inspector

Labor:

$$[165 \text{ hrs/month}^{**}] \times [\$72.50/\text{hr}] = \$11,962.50 /\text{month}$$

Senior Inspector

Labor:

$$[165 \text{ hrs/month}^{**}] \times [\$72.50/\text{hr}] = \$11,962.50 /\text{month}$$

Inspector

Labor:

$$[165\text{hrs/month}^{**}] \times [\$60.00/\text{hr}] = \$ 9,900.00/\text{month}$$

Plant Inspector

Labor:

$$[165\text{hrs/month}^{**}] \times [\$60.00/\text{hr}] = \$ 9,900.00/\text{month}$$

Cost Summary:

| | | |
|--------------------------------------|-----------------|---------------------|
| Program Manager | 15 hr/mo X 5mo | \$ 6,750.00 |
| Senior Inspector | 165 hr/mo X 5mo | \$ 59,812.50 |
| Senior Inspector | 165 hr/mo X 5mo | \$ 59,812.50 |
| Inspector | 165 hr/mo X 5mo | \$ 49,500.00 |
| Plant Inspector | 165 hr/mo X 4mo | \$ 39,600.00 |
| Overtime @ 10% | | <u>\$ 17,490.00</u> |
| Total Negotiated Project Cost | | \$232,965.00 |

** Includes the cost of all equipment including vehicles and expenses.

TASK ORDER NO. 370230-09

This Task Order is to the AGREEMENT between Nassau County and PBS&J known as the Professional Services Agreement dated December 17, 2003, and renewed December 14, 2005 for an additional two year period. The services to be provided under this Task Order are as follows:

ARTICLE 1. Services Described as:

This project consists of professional engineering services to renew Nassau-Amelia Utilities (NAU) current Consumptive Use Permit (CUP) No. 50087-7. PBS&J shall provide the CUP services in accordance with the Scope of Work attached hereto as Attachment "A".

ARTICLE 2. Time Schedule

PBS&J is ready to immediately begin work on this project. A draft of the application and associated information will be submitted within 4 weeks of notice to proceed or the execution of this task order. The final application will be submitted within 2 weeks of receiving comments from NAU.

ARTICLE 3. Budget

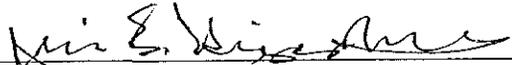
PBS&J will perform the work on a Lump Sum basis for the amount of \$12,965.

Article 4. Other Provisions

The Services covered by this Task Order will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Task Order will become a part of the referenced AGREEMENT when executed by both parties.

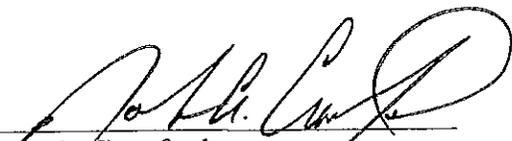
DATED this 12th day of September, 2007

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

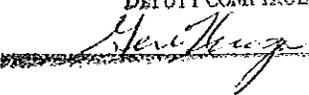


Jim B. Higginbotham
Its: Chairman

ATTEST TO CHAIRMAN SIGNATURE:



John A. Crawford
Its: Ex-Officio Clerk

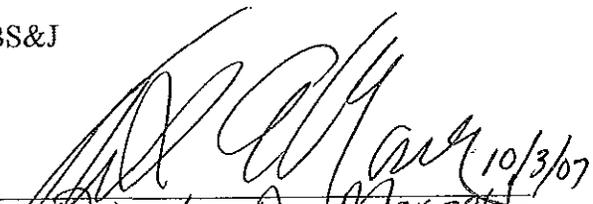
REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 9/12/07

Approved as to form by the
Nassau County Attorney:



David A. Hallman

PBS&J



By: Robert A. Worrell
Its: Vice President
DATE 10/3/07

Scope of Work

Nassau-Amelia Utilities (NAU) has requested professional engineering services to renew its current Consumptive Use Permit (CUP) No. 50087-7. The CUP is issued by the St. Johns River Water Management District (SJRWMD) and expires on December 31, 2021. Every 5 years the permit must be renewed, the first renewal date being July 7, 2007. NAU submitted information for renewal on April 26, 2007. SJRWMD has requested additional information, including the CUP application form. NAU must respond to this request and include a CUP application in the response. PBS&J has prepared the following *Scope of Work* to provide the CUP services:

Assumptions

- Certain assumptions have been made in preparing this scope of work. To the extent possible, they are stated herein, and are reflected in the budget for services. If the scope of work required is different than that stated herein, the resultant changes in scope of work will serve as a basis for a new Task Authorization as agreed to by both NAU and PBS&J.
- This Scope of Work is designed to develop the CUP application and supporting materials for submittal to the SJRWMD. If the SJRWMD issues a Request for Additional Information, a subsequent Scope of Work will be developed to address any requested items.
- The due date for the application has not been determined as NAU plans to submit for an extension, which has been verbally approved by SJRWMD.

Data Collection

PBS&J will review the NAU and SJRWMD files, and other resources for purposes of compiling data to analyze projections, as well as other supplemental information that will be required in support of the application. PBS&J will prepare all needed data tables and graphs of available data. NAU will make available all necessary data, as available in their files, for preparation of tables and graphs digitally in Excel spreadsheets. Total compensation, including expenses, for this phase is \$1,476.

Population and Water Use Projections

PBS&J will identify service area populations for the next 20 years based on linear regression of historical population estimates provided by NAU and the Bureau of Economic and Business Research medium population projections. Water use projections will be calculated based on per capita water usage applied to the population projections and based on a linear regression of historical groundwater withdrawals. NAU will provide available data for PBS&J to calculate estimates of average day and maximum day use for single family residential and other customers falling within the service area of the permit. Total compensation, including expenses, for this phase is \$3,054.

Identify Property Owners

PBS&J will identify and compile a list of the property owners who will require notification regarding this application. Total compensation, including expenses, for this phase is \$1,171.

Scope of Work

Water Quality Analysis

PBS&J will evaluate the historical groundwater quality with regards to potential saline intrusion. Hydrogeological services will not be included in this scope. If it is determined that hydrogeological analysis will be needed, a separate scope will be written. Total compensation, including expenses, for this phase is \$1,366.

Application Preparation

PBS&J will prepare the SJRWMD Individual CUP Application, and supporting materials for renewal of NAU's CUP No. 50087-7, with assistance from NAU. Two draft copies of the CUP application will be submitted to NAU for review and comment. Six final copies will be prepared – three for the SJRWMD and three for NAU. It is assumed that the CUP application modification fee will be the responsibility of NAU. All required maps, figures and supporting documents that will be submitted in support of the application will be prepared by PBS&J, with the exception of the items listed as NAU's Responsibilities.

The compliance submittal will include, at a minimum:

- Meet the submittal requirements of section 4.2 of the *Applicant's Handbook: Consumptive Uses of Water*, April 10, 2002;
- Must provide a summary of the previous water audits (potable and reuse) and what actions, if any, are needed to address unaccounted for water loss in excess of 10%;
- Evaluate all water quality data previously collected in an updated trend analysis;
- Analyze all water level/pressure level data previously collected in an updated trend analysis format, and
- Tabulate and total the volumes of reclaimed water distributed to each connection point or discharge point.

Total compensation, including expenses, for this phase is \$5,899.

Not Included

Not included as a part of this Scope of Work are the following:

- A pre-application meeting with SJRWMD;
- Hydrogeological evaluation or modeling;
- Evaluation of potential impacts to groundwater levels;
- Evaluation of potential impacts to wetlands;
- Evaluation of potential impacts to existing legal users.

If any of these services are required, they will be addressed in a separate Scope of Work.

NAU Responsibilities

NAU will provide the following information to PBS&J and perform the services described herein. The following is a summary of the services to be provided by NAU related to this assignment:

- NAU will provide a Water Conservation Plan. It is anticipated that this will be an update to the existing Water Conservation Plan.
- NAU will provide information detailing the use of NAU's reclaimed water.

Scope of Work

Nassau-Amelia Utilities – CUP Renewal Page 3 of 3

- NAU will provide legal description(s) of NAU-owned property served by this CUP application.
- NAU will provide location maps, historical water use data, and other information required for the permit.
- NAU will provide information on their conservation rate structure.

Compensation

Total compensation for this task order will be \$12,965.

In accordance with the professional service agreement dated December 14th, 2005 section 4. "PBS&J shall submit invoices to the Clerk, John A. Crawford, for work accomplished during each calendar month. The amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a lump-sum basis) accomplished during the invoice period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursement costs."

Schedule

PBS&J is ready to immediately begin work on this project. We will submit a draft of the application and associated information within 4 weeks of notice to proceed. The final application will be submitted within 2 weeks of receiving comments from NAU.

PROJECT BUDGET WORKSHEET

| | | |
|-------------|---------------------------------|-----------------------|
| PBSJ | CLIENT: Nassau-Amelia Utilities | LABOR MULTI.: 1.00 |
| | PROJECT: CUP Application | REIMBUR. MULTI.: 1.10 |
| | JOB NO.: 370230.09 | PREPARED BY: HPC |

| Manhours/Labor Costs PERSONNEL CLASSIFICATION | TASK RATE | TASK 1 | TASK 2 | TASK 3 | TASK 4 | TASK 5 | TASK 6 | TASK 7 | TASK 8 | TOTAL HOUR | RAW LABOR COST | MULTI. LABOR COST |
|---|--------------|--------------------|----------------------|-----------------------------|------------------------|-------------------------|------------|------------|------------|---------------|-------------------|-------------------------|
| | | Data Collection | Capacity Analysis | Identify Property Owners | Groundwater Quality | Assemble Application | | | | | | |
| Principal | \$ 180.00 | | | | | | | | | 0 | \$0 | \$0 |
| Project Manager | \$ 180.00 | 4 | 8 | 2 | 4 | 8 | | | | 26 | \$4,680 | \$4,680 |
| Sr. Engineer IV | \$ 180.00 | | | | | 4 | | | | 4 | \$720 | \$720 |
| Sr. Engineer III | \$ 150.70 | | | | | | | | | 0 | \$0 | \$0 |
| Sr. Engineer II | \$ 120.00 | | | | | | | | | 0 | \$0 | \$0 |
| Sr. Engineer I | \$ 95.30 | | | | | | | | | 0 | \$0 | \$0 |
| Engineer II | \$ 80.70 | 8 | 20 | 8 | 8 | 40 | | | | 84 | \$6,779 | \$6,779 |
| Construction Observer | \$ 76.90 | | | | | | | | | 0 | \$0 | \$0 |
| Sr. CADD/GIS Tech. | \$ 69.20 | | | | | | | | | 0 | \$0 | \$0 |
| CADD Operator | \$ 63.80 | | | | | | | | | 0 | \$0 | \$0 |
| Clerical | \$ 45.30 | | | | | 4 | | | | 4 | \$181 | \$181 |
| Total Hours | | 12 | 28 | 10 | 12 | 56 | 0 | 0 | 0 | 118 | | |
| Raw Labor Cost | | \$1,366 | \$3,054 | \$1,006 | \$1,366 | \$5,569 | \$0 | \$0 | \$0 | | \$12,360 | |
| Multi. Labor Cost | | \$1,366 | \$3,054 | \$1,006 | \$1,366 | \$5,569 | \$0 | \$0 | \$0 | | | \$12,360 |
| Reimbursable Costs | | TASK 1 | TASK 2 | TASK 3 | TASK 4 | TASK 5 | TASK 6 | TASK 7 | TASK 8 | | Reinbur. Costs | Multi. Costs |
| Local Transportation | | \$100 | | | | \$100 | | | | | \$200 | \$220 |
| Other Travel | | | | | | | | | | | \$0 | \$0 |
| PC Computer | | | | | | | | | | | \$0 | \$0 |
| PC CADD/GIS | | | | \$150 | | | | | | | \$150 | \$165 |
| Printing/Copying | | | | | | \$150 | | | | | \$150 | \$165 |
| Telephone | | | | | | | | | | | \$0 | \$0 |
| Courier/Shipping | | | | | | \$50 | | | | | \$50 | \$55 |
| Miscellaneous Expenses | | | | | | | | | | | \$0 | \$0 |
| Subconsultants | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | \$0 | \$0 |
| Total Reimbursables | | \$100 | \$0 | \$150 | \$0 | \$300 | \$0 | \$0 | \$0 | | \$550 | |
| Total Multi. Reimbursables | | \$110 | \$0 | \$165 | \$0 | \$330 | \$0 | \$0 | \$0 | | | \$605 |
| TOTAL PROJECT BUDGET | | \$1,476 | \$3,054 | \$1,171 | \$1,366 | \$5,899 | \$0 | \$0 | \$0 | | \$12,965 | |



An employee-owned company

April 20, 2007

Mr. Doug Hewett, Director of Utilities
Nassau-Amelia Utilities
5390 First Coast Highway
Fernandina Beach, FL 32035

Re: **Water Treatment Plant Improvements**

Dear Mr. Hewett:

Per your request we have prepared a Scope and Budget to perform engineering services for your Water Treatment Plant Improvements. The elements of this project include the following:

1. Installation of a new well pump, aerator, high service pump with variable frequency drive, and associated piping and building modifications;
2. Services to be provided by PBS&J: preliminary engineering, design, bid phase services, and construction phase services.
3. The electrical and instrumentation design, bid phase services, and construction phase services will be performed by our subconsultant, David Lassiter, P.E.

Our proposed fee for this task order, inclusive of expenses, is \$54,876. The previous task order dated March 9, 2004 will be cancelled. Estimated capital costs for this project, not include engineering fees, is \$350,000 to \$450,000.

This proposal is submitted as a task order under the Renewal of the Professional Services Agreement dated December 14, 2005 between Nassau County Board of County Commissioners and Post, Buckley, Schuh, and Jernigan, Inc.

In the Capital Improvements Program for Nassau-Amelia Utilities in the *Water and Sewer Master Plan, April 2006*, PBS&J identified several water projects for implementation. One of these projects was Water Project A-6 (Water Treatment Plant Improvements and Distribution System Upgrades). Water Project A-6 was identified as a \$500,000 expenditure for fiscal year 2006.

As this project was not implemented in fiscal year 2006, we recommend that the funds identified for A-6 be carried forward to Fiscal Year 2007 to implement Water Projects A-1 and A-2 which correlate to this task proposal.

The implementation of this project will be in accordance with capacity needs and FDEP requirements.

Please review the attached proposal and contact us if you have any questions.

Sincerely yours,

Robert A. Morrell, P.E.
Vice President

for

cc: Heather Cavanagh, P.E.
Attachment

Scope of Work

Based on our understanding of the project and conversations with Nassau-Amelia Utilities (NAU) personnel, PBS&J has prepared the following *Scope of Work* for the Water Treatment Plant Improvement project:

Assumptions

- Project elements include:
 - New well pump installed at existing Well #3
 - New well piping
 - New aerator on existing ground storage reservoir
 - New high service pump (HSP) with variable frequency drive (VFD)
 - Building modifications for ventilation to accommodate the VFD
 - Associated electrical and instrumentation including flow pacing the chlorination system to the new VFD driven HSP
- All improvements included in this proposal will be located at the WTP site.
- A Consumptive Use Permit (CUP) will not be required.
- An FDEP permit modification will not be required.
- Construction observation services by PBS&J will be limited to weekly visits, key milestone activities, and substantial/final inspections.
- The previous task between PBS&J and NAU for the Water Treatment Plant Improvements, dated March 9, 2004, which was partially completed, will be closed.

Sub-Consultant

The electrical and design, bid phase services, and construction phase services will be performed by David Lassiter, P.E., sub-consultant to PBS&J.

Preliminary Engineering

PBS&J will collect field data and review pertinent drawings, permits, etc.; and meet with NAU staff to review the project scope. Additional field survey information will be collect where needed for the project design. This task will be completed 2 weeks after notice to proceed is granted. Total compensation, including expenses, for this phase is \$3,577.

Design Phase

PBS&J will prepare construction drawing and specifications designed in accordance with NAU standards. Progress submittals (3 sets) and review meetings will be held at the 60% and 100% stages of completion. Upon review and approval of the 100% submittal, final construction drawings and specifications will be prepared. The 60% documents will be submitted 3 weeks after preliminary engineering is performed. The 100% documents will be submitted 2 weeks after the review by NAU has been completed. Total compensation, including expenses, for this phase is \$23,333.

Permitting

No permitting services will be required.

Bid Phase Services

PBS&J will prepare Bid Documents and distribute to qualified contractors, suppliers, and plan rooms. Up to three (3) sets of drawing will be provided to plan rooms selected by NAU. Only complete sets of Bid Documents will be issued. PBS&J will set the price for Bid Document sets, based on cost of reproduction, distribution cost, etc. Four (4) full sets of Bid Documents will be provided to NAU. PBS&J will sell copies and collect fees for the copies. A list of Bid Document holders will be provided to NAU by PBS&J.

During the bid period, PBS&J will provide technical assistance to NAU to questions from contractors, suppliers, and other interested parties; assist in the issuance of addenda when necessary or directed by NAU; and participate in a pre-bid conference (if directed by NAU).

PBS&J will assist NAU with the Bid Opening, review all bids, and recommend award to the lowest responsible and responsive bidder. Total compensation, including expenses, for this phase is \$5,969.

Construction Phase Services

Upon award of construction Contract, PBS&J will participate in a pre-construction conference with NAU, the construction contractor, subcontractors, and others impacted by the project.

PBS&J will receive and review shop drawings in accordance with NAU Bid Documents, review and recommend approval of payment requests, respond to the Contractor's RAI's, and prepare change orders, where deemed appropriate.

During the course of construction, PBS&J will provide weekly construction visits, plus additional visits as may be required for specific milestone events. PBS&J will observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Bid Documents. PBS&J shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. PBS&J's efforts will be directed toward providing a greater degree of confidence for NAU that the completed work of the Contractor will conform to the Bid Documents, but PBS&J shall not be responsible for the failure of the Contractor to perform the work in accordance with the Bid Documents, so long as PBS&J shall have exercised reasonable care in discharging its duties under the terms of this task, the standard of care being that which an engineer being reasonably careful in the profession of engineering would exercise. During such visits, and on the basis of on-site observations, PBS&J shall keep NAU informed of the progress of the work, shall endeavor to guard NAU against defects and deficiencies of such work, and may disapprove or reject work failing to conform to the Bid Documents. Upon substantial completion, PBS&J and NAU personnel will prepare a substantial completion "punchlist" of deficient project items. A final inspection will be held once the deficiencies are corrected.

PBS&J will certify construction completion to FDEP and prepare "Record Drawings", based on the as-built data provided by the Contractor. Two (2) sets of "Record Drawings" and one electronic copy will be provided to NAU. Total compensation, including expenses, for this phase is \$21,966.

Compensation

Total compensation for this task order will be \$54,876. This total amount includes \$21,373 for sub-consultant fees and reimbursement costs.

In accordance with the professional service agreement dated December 14th, 2005 section 4. "PBS&J shall submit invoices to the Clerk, John A. Crawford, for work accomplished during each calendar month. The amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a lump-sum basis) accomplished during the invoice period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursement costs."

Schedule

PBS&J is ready to immediately begin work on this project. We estimate final documents will be ready for bid within 7 weeks of Notice to Proceed by NAU.

PROJECT BUDGET WORKSHEET

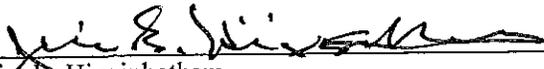
| | | |
|-----------------|--|------------------------------|
| PBS& | CLIENT: Nassau County - Nassau Amelia Utilities | LABOR MULTI.: 1.00 |
| | PROJECT: WTP - Improvements | REIMBUR. MULTI.: 1.10 |
| | JOB NO.: 370230.-- | PREPARED BY: HPC |

| Manhours/Labor Costs PERSONNEL CLASSIFICATION | TASK RATE | TASK 1 | TASK 2 | TASK 3 | TASK 4 | TASK 5 | TASK 6 | TASK 7 | TASK 8 | TOTAL HOUR | RAW LABOR COST | MULTI. LABOR COST |
|---|--------------|--------------------|-----------------|------------|-----------|-----------------|--------|--------|--------|---------------|-------------------|----------------------|
| | | Data Collection | Design Phase | Permitting | Bid Phase | Const. Phase | | | | | | |
| Principal | \$ 180.00 | | | | | | | | | 0 | \$0 | \$0 |
| Project Manager | \$ 180.00 | 8 | 4 | | 8 | 16 | | | | 36 | \$6,480 | \$6,480 |
| Sr. Engineer IV | \$ 180.00 | | 20 | | | 20 | | | | 40 | \$7,200 | \$7,200 |
| Sr. Engineer III | \$ 150.70 | | | | 12 | 20 | | | | 32 | \$4,822 | \$4,822 |
| Sr. Engineer II | \$ 120.00 | | | | | 20 | | | | 20 | \$2,400 | \$2,400 |
| Sr. Engineer I | \$ 95.30 | 8 | 24 | | | | | | | 32 | \$3,050 | \$3,050 |
| Engineer II | \$ 80.70 | | | | | | | | | 0 | \$0 | \$0 |
| Construction Observer | \$ 76.90 | | | | | 32 | | | | 32 | \$2,461 | \$2,461 |
| Sr. CADD/GIS Tech. | \$ 69.20 | | 64 | | | 8 | | | | 72 | \$4,982 | \$4,982 |
| CADD Operator | \$ 63.80 | | | | 8 | 8 | | | | 16 | \$1,021 | \$1,021 |
| Clerical | \$ 45.30 | | 8 | | 8 | 8 | | | | 24 | \$1,087 | \$1,087 |
| Total Hours | | 16 | 120 | 0 | 36 | 132 | 0 | 0 | 0 | 304 | | |
| Raw Labor Cost | | \$2,202 | \$11,398 | \$0 | \$4,121 | \$15,781 | \$0 | \$0 | \$0 | | \$33,503 | |
| Multi. Labor Cost | | \$2,202 | \$11,398 | \$0 | \$4,121 | \$15,781 | \$0 | \$0 | \$0 | | | \$33,503 |

| Reimbursable Costs | TASK 1 | TASK 2 | TASK 3 | TASK 4 | TASK 5 | TASK 6 | TASK 7 | TASK 8 | Reinbur. Costs | Multi. Costs |
|-----------------------------------|----------------|-----------------|------------|----------------|-----------------|------------|------------|------------|-------------------|-----------------|
| Local Transportation | \$200 | \$200 | | \$80 | \$1,000 | | | | \$1,480 | \$1,628 |
| Other Travel | | | | | | | | | \$0 | \$0 |
| PC Computer | | \$100 | | \$50 | \$100 | | | | \$250 | \$275 |
| PC CADD/GIS | | \$500 | | \$50 | \$50 | | | | \$600 | \$660 |
| Printing/Copying | | | | \$400 | \$400 | | | | \$800 | \$880 |
| Telephone | | | | | | | | | \$0 | \$0 |
| Courier/Shipping | \$50 | \$50 | | \$100 | \$100 | | | | \$300 | \$330 |
| Miscellaneous Expenses | | | | | | | | | \$0 | \$0 |
| Subconsultants | \$1,000 | \$10,000 | \$0 | \$1,000 | \$4,000 | \$0 | \$0 | \$0 | \$16,000 | \$17,600 |
| Total Reimbursables | \$1,250 | \$10,850 | \$0 | \$1,680 | \$5,650 | \$0 | \$0 | \$0 | \$19,430 | |
| Total Multi. Reimbursables | \$1,375 | \$11,935 | \$0 | \$1,848 | \$6,215 | \$0 | \$0 | \$0 | | \$21,373 |
| TOTAL PROJECT BUDGET | \$3,577 | \$23,333 | \$0 | \$5,969 | \$21,996 | \$0 | \$0 | \$0 | | \$54,876 |

DATED this 6th day of June, 2007

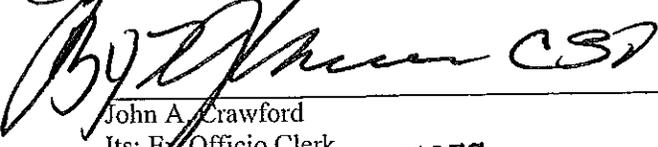
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Jim B. Higginbotham
Its. Chairman

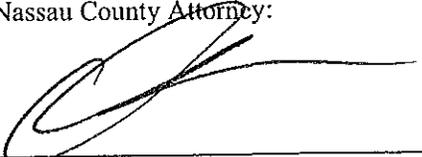
ATTEST:



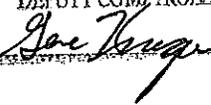
By  CSJ
John A. Crawford
Its. Ex. Officio Clerk

**ATTEST AS TO CHAIRMAN'S
SIGNATURE ONLY**

Approved as to form by the
Nassau County Attorney:



David A. Hallman

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 7/2/07