

Contract No. CN08-133  
Bid/RFP No. NC08-014

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 10th day of September 2008 , by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Wilbur Smith Associates, a Delaware Corporation registered as a foreign profit corporation in the State of Florida, whose local office address is located at 9432 Baymeadows Road, Suite 130, Jacksonville, Florida 32256, hereinafter referred to as "Consultant":

WHEREAS, the County has contracted with A. J. Johns, Inc. for the CR115-Old Dixie Highway Reconstruction project and intends to let concurrent contracts for the CR108 Mill & Resurfacing Project and the construction of the 14<sup>th</sup> Street Roundabout; and

WHEREAS, the County requires certain professional services in connection with the above referenced projects; and

WHEREAS, the Consultant desires to render certain Construction Engineering Inspection (CEI) services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract

to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

#### **ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

#### **ARTICLE 2 - SCOPE OF SERVICES**

Consultant shall provide CEI services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of a Work Authorization. Each Work Authorization shall set forth a specific scope of services, the amount of compensation and the required completion date.

#### **ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Director of Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, under the supervision of the County Administrator shall have complete authority to transmit instructions, receive information, interpret and define County's policies

and decisions with respect to materials, elements and systems pertinent to Consultant's services.

#### **ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall be for a two (2) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

#### **ARTICLE 5 - COMPENSATION**

5.1 The County shall pay Consultant in accordance with the provisions contained in the "Loaded Billing Rates", which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Director of Engineering Services, for approval, monthly invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of

this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

**5.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

**5.4** Final Invoice per Project: 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 the specific project.

**5.5** Each project shall have its own specific value on a "stand alone" basis.

**5.6** Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Exhibit B.

## **ARTICLE 6 - STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

## **ARTICLE 7 - DOCUMENTS**

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto as Attachment "A";
- 7.3 Loaded Billing Rates attached hereto as Attachment "B";
- 7.4 Proposal submitted by Consultant in response to the Request for Qualifications for Construction Engineering Inspection (CEI) Services, Bid No. NC08-014;
- 7.5 Any work authorizations, written amendments, modifications or Addenda to this Agreement.

#### **ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

## **ARTICLE 10 - INDEMNIFICATION**

**10.1** Consultant shall indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). Liens, claims or actions made by the Consultant or any subconsultants under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including Attorney's fees, incurred by the County to enforce this agreement shall be borne by the Consultant.

**10.2** Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

**10.3** The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing

indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

**10.4** County reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive County's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

#### **ARTICLE 12 – EXTENT OF AGREEMENT**

**12.1** This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

**12.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

#### **ARTICLE 13 - COMPLIANCE WITH LAWS**

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

## **ARTICLE 14 – INSURANCE**

**14.1** The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

**14.1.1 Worker's Compensation:** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.2 Comprehensive General Liability:** Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.3 Comprehensive Automobile Liability:** Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.4 Umbrella policy:** Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit 5000,000 / \$500,000 / \$500,000.

**14.1.5 Additional Insured.** County is to be specifically included as an additional insured.

**14.1.6 Notice of Cancellation and/or Restriction.** The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

**14.2** Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured

the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

**14.3** Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

#### **ARTICLE 15 – ACCESS TO PREMISES**

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

#### **ARTICLE 16 - TERMINATION OF AGREEMENT**

**16.1 Termination for Convenience:** This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

**16.2 Default by Consultant:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

#### **ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

#### **ARTICLE 18 - UNCONTROLLABLE FORCES**

**18.1** Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not

limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**18.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 19 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

#### **ARTICLE 20 - MISCELLANEOUS**

**20.1 Non-waiver:** A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**20.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20.3** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **ARTICLE 21 - SUCCESSORS AND ASSIGNS**

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 22 - CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any 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 23 - OWNERSHIP OF DOCUMENTS**

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

## **ARTICLE 24 - FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 25 - NOTICE**

**25.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

### **COUNTY**

Charlotte J. Young, Contract Manager  
Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

With a copy to the County Attorney at the same address.

### **CONSULTANT:**

Greg Dutton, P.E., Senior Project Engineer  
Wilbur Smith Associates  
9432 Baymeadows Road, Suite 130  
Jacksonville, Florida 32256

**25.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**25.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

[Remainder of page intentionally left blank]

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

**Nassau County,  
Board of County Commissioners**



MARIANNE MARSHALL  
Its: Chair

ATTEST TO CHAIR'S SIGNATURE



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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EBK 9/18/08*

Approved as to form by the  
Nassau County Attorney



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DAVID A. HALLMAN



**Attachment A**  
**Consultant Scope of Services for**  
**Construction Engineering Inspection (CEI) Services**  
**Board of County Commissioners, Nassau County, Florida**

**1. SAMPLING AND TESTING**

- 1.1 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.
- 1.2 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.
- 1.3 The Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
- 1.4 Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.5 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.
- 1.6 The Consultant shall be responsible for transporting samples to be tested.
- 1.7 The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.
- 1.8 **Testing Laboratory** must be FDOT approved.

**2.0 QUALITY ASSURANCE CERTIFICATION**

- 2.1 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.

- 2.2 An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

### 3.0 PERSONAL QUALIFICATION/REQUIREMENTS

- 3.1 **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:

3.1.1 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

- 3.1.2 Responsible for performing CEI services for milling and resurfacing projects and roadway construction. 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.

- 3.2 **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:

3.2.1 Qualifications:

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

- 3.2.2 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.

- 3.3 Each project will be staffed according to the needs of the project. Some projects will only need a senior inspector while other projects will need a full staff of CEI including Project Administer, Senior Inspector, Inspector and Asphalt Plant

Inspector. Work Authorizations will be negotiated accordingly to the project needs.

4. **PROPOSED PROJECTS:** The Board of County Commissioners will issue a Work Authorization to perform services under the continuing contract on a project by project basis. Work Authorizations shall be issued for a variety of projects including, but not limited to the projects listed under this section. Nassau County reserves the right to add additional projects to the scope of work for this contract were it is deemed to be in the best interest of the County.

4.1 **Project Name: CR 108 from CR 121 at Carroll's Corner to the intersection of U.S 1 in Hilliard, Nassau County, Florida. Project length: 8.6 miles**

4.1.1 **Project Description:** Mill and resurface 8.6 miles from CR121 at Carroll's Corner to the of Hilliard, Florida. Approximately 7.7 miles will be widened from 18' to 20'.

4.1.2 **Services Required:** Normal services for a milling and resurfacing project.

4.1.3 **Personnel Requirements:** An asphalt plant inspector, a senior paving inspection and inspectors for milling, and an inspector for the compaction.

4.2 **Project Name: CR 115 – Old Dixie Highway (U.S. 1 to Bypass Road) in Callahan, Nassau County, Florida. Project Length: .82 miles**

4.2.1 **Project Description:** Reconstruction of .82 miles of existing two lane rural section to a three lane urban section, milling and resurfacing.

4.2.2 **Services Required:** The major scope of work will be the reconstruction of Old Dixie Highway while maintaining the normal and daily traffic flow. Services required will be the normal services for a reconstruction project.

4.2.3 **Personnel Requirements:** An asphalt plant inspector, a senior paving, drainage and earthwork inspection and any other inspector as required.

4.2.4 **Plans:** Nassau County shall provide the engineer designed plans for this project under separate cover in electronic pdf format (see Exhibit "2").

4.3 **Project Name: 14<sup>th</sup> Street Roundabout**

4.3.1 **Project Description:** Construction of a roundabout at the intersection of 14<sup>th</sup> Street and Amelia Island Parkway, meeting FDOT design requirements.

4.3.2 **Services Required:** Major scope of work will be the reconstruction of 14<sup>th</sup> Street and Amelia Island Parkway while maintaining the normal and daily traffic flow. Services required will be the normal services for a reconstruction project.

4.3.3 **Personnel Requirements:** An asphalt plant inspector, a senior paving, drainage and earthwork inspection and any other inspector as required.

4.3.4 **Plans:** Nassau County shall provide the engineer designed plans for this project under separate cover in electronic pdf format (see Exhibit "3").

**"Attachment B"**  
**Loaded Billing Rates**

**Nassau County Board of County Commissioners**  
**Construction Engineering & Inspection (CEI) Services**  
**RFP/Bid No. NC08-014**

Classification	Loaded Billing Rate
Project Manager / Sr. Project Engineer	\$157.26
Administrative Assistant	\$43.60
Sr. Inspector	\$78.13
Sr. Inspector (Overtime)	\$92.28
Inspector	\$48.35
Inspector (Overtime)	\$57.11
Plant Inspector	\$55.38
Plant Inspector (Overtime)	\$65.40

Notes:

Overtime must be approved in advance by Nassau County Project Manager.

Overtime is in excess of 40 hours a week.

All labor, material, overhead, profit and expenses are included in the loaded billing rate.

WORK AUTHORIZATION # 01  
 NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 RFP/BID NO. NC08-014  
 CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

1.	Work Authorization	# 01
2.	Short Title	CR115 – Old Dixie Highway
3.	Date Submitted	09/10/08
4.	Amount	\$ 202,821
5.	Scheduled Completion	09/10/10

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF PREVIOUS AUTHORIZATIONS		\$ - 0 -
THIS WORK AUTHORIZATION		\$ 202,821
TOTAL WORK AUTHORIZATIONS		\$ 202,821
CURRENT CONTRACT TOTAL		\$ 202,821

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

**SUBMITTED AND AGREED TO BY:**

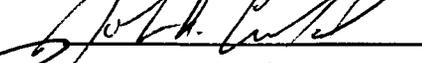
BY:   
 WILBUR SMITH ASSOCIATES  
 Adrian B. Share, PE

DATE: 9/10/08

**RECOMMENDED AND APPROVED BY:**

NASSAU COUNTY DIRECTOR OF ENGINEERING SERVICES: 

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CHAIR: 

NASSAU COUNTY EX-OFFICIO CLERK: 

NASSAU COUNTY ATTORNEY: 

*ESK 9/10/08*

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 10th day of September, 2008.

WORK AUTHORIZATION # 02  
 NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 RFP/BID NO. NC08-014  
 CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

1.	Work Authorization	# 02
2.	Short Title	14 <sup>th</sup> Street Roundabout
3.	Date Submitted	09/10/08
4.	Amount	\$ 77,422
5.	Scheduled Completion	09/10/10

~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF PREVIOUS AUTHORIZATIONS		\$ 202,821
THIS WORK AUTHORIZATION		\$ 77,422
TOTAL WORK AUTHORIZATIONS		\$ 280,243
CURRENT CONTRACT TOTAL		\$ 280,243

In presenting this Work Assignment, Consultant agrees that:

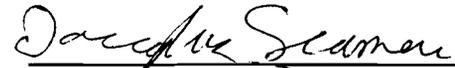
Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

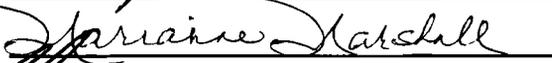
**SUBMITTED AND AGREED TO BY:**

BY:   
 WILBUR SMITH ASSOCIATES  
 Adrian B. Share, PE

DATE: 9/10/08

**RECOMMENDED AND APPROVED BY:**

NASSAU COUNTY DIRECTOR OF ENGINEERING SERVICES: 

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CHAIR: 

NASSAU COUNTY EX-OFFICIO CLERK:  20K 9/10/08

NASSAU COUNTY ATTORNEY: 

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 10th day of September, 2008.

WORK AUTHORIZATION # 03  
 NASSAU COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 RFP/BID NO. NC08-014  
 CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES

1.	Work Authorization	# 03
2.	Short Title	CR108 – Mill & Resurface
3.	Date Submitted	09/10/08
4.	Amount	\$ 119,388
5.	Scheduled Completion	09/10/10

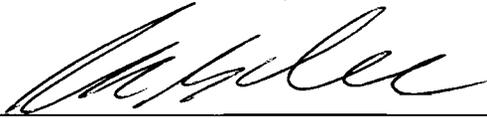
~~CONTRACT AND BUDGET OVERVIEW~~

TOTAL OF PREVIOUS AUTHORIZATIONS		\$ 280,243
THIS WORK AUTHORIZATION		\$ 119,388
TOTAL WORK AUTHORIZATIONS		\$ 399,631
CURRENT CONTRACT TOTAL		\$ 399,631

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

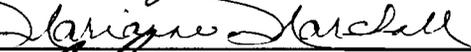
**SUBMITTED AND AGREED TO BY:**

BY:   
 WILBUR SMITH ASSOCIATES  
 Adrian B. Share, PE

DATE: 9/10/08

**RECOMMENDED AND APPROVED BY:**

NASSAU COUNTY DIRECTOR OF ENGINEERING SERVICES: 

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CHAIR: 

NASSAU COUNTY EX-OFFICIO CLERK: 

NASSAU COUNTY ATTORNEY:  *ESK 9/12/08*

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 10<sup>th</sup> day of September, 2008.