

CS-11-162

RECEIVED
CONTRACT MANAGEMENT

WORK AUTHORIZATION # CM1692-WA01
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS 2012 FEB -6 PM 3: 56
RFQ/BID NO. NC10-004

Consultant:	Connelly & Wicker Inc.
Contract Number:	CM1692
Contact Name:	Rick Welch
Contact Number:	904-265-3060
Email:	welch@cwieg.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Final Design engineering and Construction Administration services for 14th Street at Lime Street Intersection Improvements.			
		CONTRACT OVERVIEW	
Date Submitted	01/12/12	Total of Previous Authorizations	\$0.00
Amount	\$63,139.22	This Work Authorization	\$63,139.22
Scheduled Completion	See below	Current Contract Total	\$63,139.22

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Professional Engineering Services for Nassau County, Florida, dated December 13, 2010. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Connelly & Wicker Inc. shall provide Final Design engineering and Construction Administration services for the addition of an eastbound right turn lane on Lime Street with a new signal mast arm in the southwest corner of the intersection, pursuant to the Scope of Services attached hereto as Attachment "A".

ARTICLE 2. Time Schedule

The total time anticipated for the design and permitting is 36 weeks, pursuant to the time schedule proposed in Scope of Services. Construction Administration shall run concurrent with the construction schedule.

ARTICLE 3. Budget

Connelly & Wicker Ins. shall complete the Final Design engineering and Construction Administration services for a lump sum cost of \$63,139.22.

Article 4. Other Provisions

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

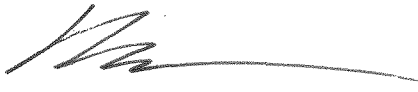
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RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA

In presenting this Work Authorization, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services is attached.

AGREED TO BY:

BY: 
Print Name: RICHARD C. WELCH
Title: PRESIDENT
Date: 2/3/12

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works Director:



Board of County Commissioners, Chair:



Ex-Officio Clerk:



County Attorney:

*EBL
2/27/12
ss
2/29/12*



APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 27th day of February,
~~2011~~ 2012.



Connelly & Wicker Inc.

Attachment "A"
10060 Skinner Lake Drive
Jacksonville, FL 32246
Phone: 904-265-3030
Fax: 904-265-3031

Consulting Engineers

SCOPE OF WORK

CWI Project No.: 12-01-0201

Nassau County Contract No.: CM1692

Nassau County Bid No. NC10-004

ENGINEERING SERVICES

FOR

14th Street at Lime Street Intersection Improvements

I. SCOPE OF PROJECT

- A. The intent of this scope of work is to produce construction plans in accordance with the recommendations in the "14th Street at Lime Street" Transportation Impact Fee Study Nassau County, Florida. The CONSULTANT shall provide Final Design engineering and Construction Administration services for the addition of an eastbound right turn lane on Lime Street with a new signal mast arm in the southwest corner of the intersection. It is intended the Consultant's services will result in construction drawings and specifications needed for the County to advertise for bidding.
- B. This CONSULTANT shall provide Final Design and Construction Administration Services.

II. PROJECT REQUIREMENTS

- A. Final Design Requirements:

The final design work by the CONSULTANT shall consist of the work as follows:

- 1. The CONSULTANT shall prepare construction plans for the new eastbound right turn lane on Lime Street and a new traffic signal mast arm in the southwest corner of the intersection.
- 2. The limits of the survey shall be from:
 - i. 100' North of the Intersection return on 14th Street
 - ii. 100' South of the Intersection return on 14th Street

January 12, 2012

iii. 100' East of the Intersection return on Lime Street

iv. 500' West of the Intersection return on Lime Street

3. The Right-of-Way will be located.
 4. Design criteria shall be based on the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida", latest edition, the current edition of the Nassau County, Florida Code of Ordinances. The standard design criteria shall be modified as necessary.
 5. All drainage design recommendations shall be based on the Nassau County, Florida Code of Ordinances and the regulations and policies of the applicable permitting agencies.
 6. The CONSULTANT will prepare a standard Maintenance of Traffic (MOT) plan.
 7. The CONSULTANT shall include all utility adjustments on the construction plans which show the anticipated adjustments and relocations of existing facilities. The respective utilities will define their adjustments and relocations and provide them to the CONSULTANT to be included in the final construction plans.
 8. The CONSULTANT will collect soil borings for the drilled shaft foundation.
 9. The CONSULTANT shall request an EXEMPTION from the SJRWMD permit.
- B. Construction Administration Services
1. Attend Pre-bid meeting and respond to bid questions
 2. Prepare a Bid Analysis Memorandum
 3. Attend Pre-construction meeting
 4. Review shop drawings submitted by Contractor.
 5. Answer requests for information (RFI's) from the Contractor.
 6. Attend contractor progress meetings
 7. Review monthly pay requests by the Contractor
 8. Certify As-Builts
- C. Sequence of Services:
1. Collect ROW survey, topographic survey.
 2. Collect existing utility information from public and private utility companies within the project area and add their information to the final construction drawings.

3. Prepare and submit Preliminary plans (60%) and an Estimate of Probable Construction Cost.
 4. Submit SJRWMD permit exemption letter.
 5. Collect soil borings.
 6. Prepare Pre-Final design (90%) with subsurface utility locations collected.
 7. Submit construction plans to Utility Agency Owners.
 8. Prepare Final plans (100%) with Bid Specifications and an Estimate of Probable Cost.
 9. Provide Construction Administration Services
- D. Project Submittal Requirements:
1. Utility Coordination: During this work, the CONSULTANT will furnish up-to-date drawings at the earliest possible time to assist utilities in locating their facilities for the purpose of resolving conflicts with the construction. The CONSULTANT will have the underground utilities located by Subsurface Utility subconsultant.
 2. Preliminary Design (considered 60% completion): Five (5) sets preliminary design drawings and an estimate of probable construction cost shall be furnished to the CLIENT's Project Manager at the 60% completion point. Drawings will be half size (11" x 17") and shall include the following items, at a minimum:
 - a. Location map with beginning, ending and any required equation stations.
 - b. Plan/profile sheets showing existing topography, reference points, baseline of surveys, begin/end and required equation stations, and existing utility facilities.
 - c. Selected roadway cross sections at appropriate locations and spacing.
 - d. Traffic control plans (MOT).
 - e. Signalization plans.
 - f. Signing & Marking plans.
 - g. Erosion Control plans/SWPPP
 3. Pre-Final Design (considered 90% completion): Five (5) sets of half-size (11" x 17") drawings shall be furnished to the Project Manager at the 90%

completion point.

4. Final Design (considered 100% completion): Five (5) sets of half-size (11" x 17") drawings shall be furnished to the Project Manager at the 100% completion point.
 5. Cost Estimates: The CONSULTANT shall provide an *Engineer's Opinion of Probable Cost of Construction* to the COUNTY with the 60%, 90% & 100% documents.
 6. Bid Documents: The CONSULTANT will prepare a bid package including front end documents, special provisions and specifications for the bidding of this project. The CONSULTANT will also formally respond to questions during the bidding phase of the project and prepare recommendations of the lowest qualified bidder (Bid Analysis Memo).
 7. Quantity Calculations: One set of the consultant's quantity calculations shall be furnished along with the 90% documents. Calculations shall be provided for all pay items in the Form of Bid. One bound, signed and sealed sets of the final quantity calculations shall be submitted with the bid documents.
 8. Design Reviews: The CONSULTANT, when submitting the Preliminary Design at the 60% completion point and the drawings at the 90% and 100% completion points, will allow a four (4) week review time for each submittal and, if requested, will attend and prepare meeting minutes of any conference held at the end of the review period to discuss agency comments. Any changes, refinements, or modifications developed during each review shall be incorporated into the design or otherwise disposed of before proceeding to follow-on design work.
 9. Final Documents: The CONSULTANT shall provide one (1) set of final plans, signed & sealed, one (1) set of publication ready Specifications, along with a CD containing a PDF of the final plans and the specifications suitable for printing. The CONSULTANT shall provide an EXCEL file of the Estimate of Probable Cost and one (1) CD of the construction plans CADD files for AS-Builts.
- E. Permitting Requirements:
1. With the Preliminary Design submittal (60%), the Consultant shall submit a request to the SJWMD for a PERMIT EXEMPTION. If a SJRWMD permit

EXEMPTION is denied, the CONSULTANT will work with CLIENT to adjust the scope and fee of the project accordingly.

2. Any necessary NPDES permit shall be obtained by the Contractor.
 3. The Consultant shall keep a log of permit activities performed by his firm for review by the County.
 4. Right-of-way permit shall be obtained by the Construction Contractor.
 5. Permit fees shall be paid for by the CLIENT.
- F. Additional Requirements:
1. The CONSULTANT shall attend a Notice to Proceed meeting with the County Project Manager.
 2. Provide dialogue with all utility companies.
 3. Plans shall be no larger than 11" x 17" sheets.
 4. The CLIENT shall be the Owner of the final documents.
 5. The Consultant shall take notes of all design/review meetings held with Nassau County agencies and affected stakeholders. These notes shall be transcribed and furnished to the CLIENT Project Manager for concurrence as soon as practical after the date of the meeting.
 6. The Consultant shall work directly with the CLIENT Project Manager and the Consultant will receive all information from the CLIENT Project Manager.
 7. The CONSULTANT shall prepare invoices in the format as prescribed by the CLIENT. Progress reports shall be submitted at the time of invoicing.
 8. The CONSULTANT shall designate qualified staff to implement Quality Assurance/Quality Control (QA/QC) reviews prior to project submittals to the CLIENT.
 9. The Consultant shall be notified in writing by the CLIENT Project Manager regarding changes to the project that will require modification to the Consultant's scope of work and fee.

III. TIME SCHEDULE

- A. 60% Preliminary Design review submittal eight (8) weeks from Notice to Proceed.
- B. Submit request for permit EXEMPTION from SJRWMD, one week following 60% submittal.

- C. 90% submittal eight (8) weeks from receipt of SJRMWD Exemption.
- D. 100% submittal six (6) weeks from receipt of the CLIENT's 90% review comments.
- E. Bid Documents submittal two (2) weeks from receipt of the CLIENT's 100% comments.
- F. The total time anticipated for the design and permitting is 36 weeks.

IV. NOTICE TO PROCEED

No work on this project shall be performed until a Contract has been executed and a Notice to Proceed is issued which specifically authorizes this work.

V. ADDITIONAL SERVICES

Services authorized other than those specifically listed above shall be considered additional services and shall require an addendum to this contract before being provided.

VI. CLIENT RESPONSIBILITIES

- A. Designate a person to act as Client's representative with respect to coordinating the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions.
- B. Client shall be responsible for the coordination of work to provide timely response for information dissemination.

**CONTRACT FEE SUMMARY FORMAT FOR DEPT. OF PUBLIC WORKS
NASSAU COUNTY, FLORIDA**

PART I - GENERAL				
1. Project Lime St at 14th St Intersection Improvements			2. Contract Number CM 1692; Bid No. NC10-004	
3. Name of Consultant Connelly & Wicker Inc.			4. Date of Proposal 01/18/12	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$181.69	29	\$ 5,269.01	
Sr. Project Manager	\$148.39	44	\$ 6,529.16	
Project Manager	\$112.56	96	\$ 10,805.76	
Project Engineer	\$88.51	53	\$ 4,691.03	
Staff Engineer	\$68.26	75	\$ 5,119.50	
Senior Technician	\$63.36	0	\$ 0.00	
Clerical	\$44.19	0	\$ 0.00	
TOTAL	\$109.14	297		\$32,414.46
6. Overhead (Combined Fringe Benefit & Administrative)			Total Direct Labor	
Overhead Rate			-	
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			-	
8. PROFIT: Labor Related Costs (Item 7)			(Labor + Overhead)	
			-	
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 0.00	
Permit Fee			\$ 0.00	
Reproduction			\$ 0.00	
Shipping & Mail			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$0.00
10. Sub Consultants				
	Clary & Associates		\$ 6,975.00	See Attachment
	Peters & Yaffee, Inc.		\$ 21,849.76	See Attachment
	Universal Engineering Sciences		\$ 1,900.00	See Attachment
SUB-CONSULTANT SUB-TOTAL				\$30,724.76
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$63,139.22
11. REIMBURSABLE COSTS (Limiting Amount)				
				\$ 0.00
SUB-TOTAL REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5 and 10)				\$63,139.22

ESTIMATE OF WORK EFFORT AND FEE FOR
CONSTRUCTION PLANS

CONSULTANT: Connelly & Wicker Inc.				NAME OF PROJECT: Lime St/14th St Intersection Improvements			
Contract Number: CM 1692; Bid No. NC10-004				BETWEEN: 500' west of 14th St on Lime St			
Prepared: January 18, 2012				AND: 100' east of 14th St on Lime St			
Estimator's Name: Jackson				LENGTH: 600'			

No. / ACTIVITY	Principal		Sr. Project Manager		Project Manager		Project Engineer		Staff Engineer	
	RATE = \$181.69		RATE = \$148.39		RATE = \$112.56		RATE = \$88.51		RATE = \$68.26	
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST
113 Plan Prep.	21	\$3,815.49	21	\$3,116.19	53	\$5,965.68	53	\$4,691.03	63	\$4,300.38
109 Drainage Design	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
114 Permitting	0	\$0.00	2	\$296.78	2	\$225.12	0	\$0.00	0	\$0.00
115 Construction Admin	8	\$1,453.52	21	\$3,116.19	41	\$4,614.96	0	\$0.00	12	\$819.12
TOTAL	29	\$5,269.01	44	\$6,529.16	96	\$10,805.76	53	\$4,691.03	75	\$5,119.50

No. / ACTIVITY	Senior Technician		Clerical		MAN HOURS	SALARY	AVG.	SALARY COST
	RATE = \$63.36		RATE = \$44.19		BY ACTIVITY	COST BY ACTIVITY	HOURLY COST	DIST. %
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST				
113 Plan Prep.	0	\$0.00	0	\$0.00	211	\$21,888.77	\$103.74	67.5
109 Drainage Design	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
114 Permitting	0	\$0.00	0	\$0.00	4	\$521.90	\$130.48	1.6
115 Construction Admin	0	\$0.00	0	\$0.00	82	\$10,003.79	\$122.00	30.9
TOTAL	0	\$0.00	0	\$0.00	297	\$32,414.46	\$109.14	100.0

MISCELLANEOUS DIRECT COST

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN: 500' west of 14th St on Lime St
 AND: 100' east of 14th St on Lime St

ITEM DESCRIPTION					ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproduces)						
12 Sheets @ \$ - Per Sheet =					\$0.00	
Reproduction (Blue Line & Sepias)	Blue Line	(11x17)	Photocopy			
				Sheets		
				Sheets		
60%	0	0	0	Sheets	5 Sets	
90%	0	0	0	Sheets	5 Sets	
100%	0	0	0	Sheets	5 Sets	
Bid Submittal	0	0	0	Sheets	30 sets Bid Docs	
	Total Sheets	0	0	0		
Cost:	Blue Line	0 Sheets @	\$1.25 =		\$0.00	
(11 x 17)	Photocopy	0 Sheets @	\$0.19 =		\$0.00	
(8.5 x 11)	Photocopy	0 Sheets @	\$0.13 =		\$0.00	
Travel From:	[Consultant Office Location]					
To Project:	# Trips					
Transport.	0	x	0 miles	x \$0.500	per mile*	\$0.00
To County Offices:	# Trips					
Transport.	0	x	0 miles	x \$0.500	per mile*	\$0.00
To Other Locations:	# Trips					
Transport.	0	x	0 miles	x \$0.500	per mile*	\$0.00
						Utility Coordination
					\$0.00	
Other (Community Meeting Displays):					\$0.00	
Permit Application Fees					\$0.00	
Shipping	Est. 6 deliveries at \$25.00 each					\$0.00
Regular Mail					\$0.00	
Registered Mail	0 Mailings @ \$5.00 each					\$0.00
TOTAL COST					\$0.00	

CONSTRUCTION ADMINISTRATION

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN:
 AND:

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
115 Post Design	1"=						
Pre-Bid Meeting		Mtg	1		12.00	12.00	answer Bid questions
Prepare Bid Analysis Memo		Each	1		8.00	8.00	
Pre-construction Meeting		Mtg	1		4.00	4.00	
Shop Drawings review		Submittal	1		8.00	8.00	
Answer RFP's		LS	1		16.00	16.00	
Progress meetings		Each	3		6.00	18.00	3 mtgs
Review & approve pay request		Each	4		4.00	16.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
					0.00	0.00	
CONSTRUCTION ADMIN TOTALS						82.00	

SUMMARY OF MANHOOR REQUIREMENTS

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN: 500' west of 14th St on Lime St
 AND: 100' east of 14th St on Lime St

ITEM	NO. OF SHEETS	TOTAL MANHOURS	COMMENTS
113 Plan Prep.	12	211.0	
109 Drainage Design	0	0.0	
114 Permitting	0	4.0	
115 Construction Administraion	0	82.0	
Field Review			Included in Above Items
Plans Checking			Included in Above Items
TOTAL	12	297.0	24.4 Hours/Sheet (Excluding Permitting)

SUPPLEMENTAL DESIGN SURVEY PARTIES			
	SIZE OF PARTY	PARTY DAYS	
	3-Man	0.000	
	4-Man		
TOTAL NUMBER OF PARTY DAYS			

PLANS PREPARATION

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN: 100' east of 14th St on Lime St
 AND: 100' east of 14th St on Lime St

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
113 Plan Prep.	1"=						
Key Map & Index of Dwgs		Sheet	1	1	2.00	2.00	
Typical Sections		Sheet	1	1	6.00	6.00	
Summary of Quantities		Sheet	0	0	0.00	0.00	
Plan & Profile (Design)	20	Sheet	1	1	32.00	32.00	
Curb Return Profiles		Sheet	0	0	0.00	0.00	
Construction Details		Sheet	0	0	0.00	0.00	
General Notes		Sheet	1	1	4.00	4.00	
Geotechnical Plans		Sheet	0	0	0.00	0.00	Soil Boring Sheet - Universal
Drainage Cross Sections		Sheet	0	0	0.00	0.00	
Cross Sections		Sheet	5	2	3.00	15.00	
Stormwater Pollut. Prevent. Plans		Sheet	1	1	4.00	4.00	
M.O.T. - Notes		Sheet	1	0	2.00	2.00	
M.O.T. - Plans (incl. Typ. Sections)		Sheet	1	1	12.00	12.00	
Signing and Marking Plans		Sheet	1	1	6.00	6.00	
Signalization Plans		Sheet	0	3	0.00	0.00	See Attached Scope by Peters & Yaffee
Tree Mitigation Plans		Sheet	0	0	0.00	0.00	
Quantity Take-Off		L.S.	1	0	8.00	8.00	
Review Comments		L.S.	0	0	0.00	0.00	
Cost Estimates		Each	2	0	4.00	8.00	
Pavement Design		L.S.	1	0	4.00	4.00	
Bid Specifications		L.S.	1	0	48.00	48.00	2 Submittals
Meetings w/ Project Manager		Each	5	0	5.00	25.00	NTP: Review Comments: Progress
Community Meeting		Each	0	0	0.00	0.00	
Meetings w/ Subconsultants		L.S.	3	0	5.00	15.00	Peters & Yaffee, Merrell Eng, Universal
Field View (Plans in hand)		Each	3	0	4.00	12.00	2 people
Utility & Railroad		Sheet		0		8.00	From Sheet 6
Drainage		Sheet		0		0.00	From Sheet 6
ROADWAY PLANS TOTALS				12		211.00	Includes Sheet and Manhours for Sheets 6 & 7

PLANS PREPARATION

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN: 500' west of 14th St on Lime St
 AND: 100' east of 14th St on Lime St

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
113 Utility & Railroad	1"=						
Utility Adjustment Plans	20' & 40'	Sheet	0	0	0.00	0.00	FPU & Nassau Utilities
Water Main		Sheet	0	0	0.00	0.00	
Water & Sewer Design Services		L.S.	0	0	0.00	0.00	
Street Lighting Plans		Sheet	0	0	0.00	0.00	
Coord. w/ Utilities		L.S.	1	0	8.00	8.00	
Railroad Plan Sheet		Sheet	0	0	0.00	0.00	
Railroad Drainage Struct.		Section	0	0	0.00	0.00	
Railroad Hearings		Each	0	0	0.00	0.00	
UTILITIES & RAILROADS TOTALS				0		8.00	Include These Totals in Roadway Plans Preparation on Sheet 6

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
109 Plan Prep.	1"=						
Drainage Map		Sheet	0	0	0.00	0.00	
Additional Drainage Maps		Sheet	0	0	0.00	0.00	
Attend meeting		Each	0	0	0.00	0.00	
Drainage Design - Urban		L.S.	0	0	0.00	0.00	
Drainage Design - Rural		L.S.	0	0	0.00	0.00	
Drainage Design - Outfall		L.S.	0	0	0.00	0.00	
Drainage Design - Roundabouts		Sheet	0	0	0.00	0.00	
Drainage Struct. - Rural		Sheet	0	0	0.00	0.00	
Drainage Struct. - Urban		Sheet	0	0	0.00	0.00	
Summary - Drainage Struct		Sheet	0	0	0.00	0.00	
Ret/Det Basins		Sheet	0	0	0.00	0.00	
SJRWMD Pond Design		L.S.	0	0	0.00	0.00	
Collect MSMP info		L.S.	0	0	0.00	0.00	
Conceptual Drainage Study		L.S.	0	0	0.00	0.00	
DRAINAGE TOTALS				0		0.00	

PERMITTING AND ENVIRONMENTAL

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NCI0-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN: 500' west of 14th St on Lime St
 AND: 100' east of 14th St on Lime St

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
114 Permitting/Environmental	1"=						
Permit Investigation		LS	0	0	0.00	0.00	
Integration of Park Plans		LS	0	0	0.00	0.00	
Integration of Park Envir. Data		LS	0	0	0.00	0.00	
SJRWMD Letters of Exemption		Each	1	0	4.00	4.00	exemption letter
Corps of Engineers		LS	0	0	0.00	0.00	
Fla. Dept. of Transportation		LS	0	0	0.00	0.00	
City of Jacksonville MOT approval		LS	0	0	0.00	0.00	
NPDES		LS	0	0	0.00	0.00	
Permit Acquisition Assessment		Study	0	0	0.00	0.00	
SJRWMD water quality study		Project	0	0	0.00	0.00	
Wetland Impact Assess. Coord.		LS	0	0	0.00	0.00	
Tree Avoidance & Protection Alts.		Study	0	0	0.00	0.00	
Coord. W/ Arborist & Surveyor		Study	0	0	0.00	0.00	
PERMITTING AND ENVIRONMENTAL TOTALS			1	0		4.00	

SUPPLEMENTAL DESIGN SURVEYS

Surveyor:
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 18, 2012

NAME OF PROJECT: Lime St/14th St Intersection Improvements
 BETWEEN:
 AND:

SURVEY PARTY DAY RATES:

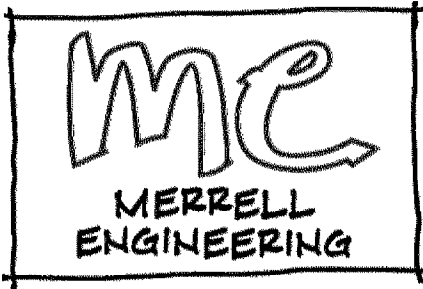
CREW RATE = \$965.30

ITEM	3-MAN DAYS	4-MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Design Survey						
Baseline Control	0.000		\$965.30		0.00	
Alignment	0.000		\$965.30		0.00	
Target Placement	0.000		\$965.30		0.00	
Reference Points	0.000		\$965.30		0.00	
Section Line Ties	0.000		\$965.30		0.00	
Property / Subdivision Ties	0.000		\$965.30		0.00	
Side Street Intersections	0.000		\$965.30		0.00	
Topography	0.000		\$965.30		0.00	
Bench Levels	0.000		\$965.30		0.00	
Roadway Cross-Sections	0.000		\$965.30		0.00	
Underground Utilities	0.000		\$965.30		0.00	
Bridge Data Survey	0.000		\$965.30		0.00	
Stake-Out for Borings	0.000		\$965.30		0.00	
Drainage Survey	0.000		\$965.30		0.00	
Tree Survey	0.000		\$965.30		0.00	
SURVEY PARTY DAY TOTALS	0.000	0	--	\$0.00	\$0.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST/ ITEM	TOTAL COST	
Surveyor	Hour	0	\$120.48	0		
Technician	Hour	0	\$68.83	0		
TOTAL					\$0.00	
ITEM	SCALE	UNIT	NO. OF UNITS	M/H PER UNIT	TOTAL MANHOURS	TOTAL COST
RIGHTS-OF-WAY	1"=					
Right-of-Way Map Updates		Sheet	N/A		0	\$0.00
Legal Description Updates		Each	N/A		0	\$0.00
RIGHTS-OF-WAY TOTALS					0	\$0.00
TOTAL SURVEYS, PHOTOGRAPHY & RIGHTS-OF-WAY					Prepared : 09/21/01	\$0.00



ESTIMATE OF WORK EFFORT AND FEE
14th Street at Lime Street

		Project Management		Engineer III		Engineer I		Project Totals		
		Rate = \$ 157.58		Rate = \$ 159.14		Rate = \$ 84.96				
No. / ACTIVITY		Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours	Costs	
TASK 1 - Traffic Signal Design										
	Field Review / Site Visit	4	\$ 630.32	0	\$ -	4	\$ 339.84	8	\$ 970.16	
	Signal Analysis	8	\$ 1,260.64	0	\$ -	40	\$ 3,398.40	48	\$ 4,659.04	
	Signal Plans	Sheets								
	Key Sheet	1	0	\$ -	0	\$ -	2	\$ 169.92	2	\$ 169.92
	Tabulation of Quantities	1	2	\$ 315.16	0	\$ -	8	\$ 679.68	10	\$ 994.84
	General Notes	1	2	\$ 315.16	0	\$ -	8	\$ 679.68	10	\$ 994.84
	Signal Plans	1	4	\$ 630.32	0	\$ -	16	\$ 1,359.36	20	\$ 1,989.68
	Special Details	2	2	\$ 315.16	0	\$ -	8	\$ 679.68	10	\$ 994.84
	Pay Item Quantities	2	\$ 315.16	0	\$ -	8	\$ 679.68	10	\$ 994.84	
	Subtotal	24	\$ 3,781.92	0	\$ -	94	\$ 7,986.24	118	\$ 11,768.16	
TASK 1a - Structural Engineering										
	Structural Engineering	Subconsultant Services (see attached proposal - Merrell Engineering)							\$	3,000.00
	Subtotal								\$	3,000.00
TASK 2 - Post Design Services										
	Post Design Services	12	\$ 1,890.96	0	\$ -	16	\$ 1,359.36	28	\$ 3,250.32	
	Subtotal	12	\$ 1,890.96	0	\$ -	16	\$ 1,359.36	28	\$ 3,250.32	
Miscellaneous Services										
	Meetings	12	\$ 1,890.96	0	\$ -	4	\$ 339.84	16	\$ 2,230.80	
	Project Coordination	8	\$ 1,260.64	0	\$ -	4	\$ 339.84	12	\$ 1,600.48	
	Subtotal	12	\$ 3,151.60	0	\$ -	8	\$ 679.68	28	\$ 3,831.28	
PROJECT TOTAL										
		48	\$ 8,824.48	0	\$ -	118	\$ 10,025.28	174	\$ 21,849.76	



3831 Schoenwald Lane
Jacksonville, FL 32223-7464
Phone: (904)333-7441

November 2, 2011

PETERS AND YAFFEE, INC.
7406 Fullerton St, Ste. 351
Jacksonville, FL 32256-3552
ATT: Mr. Russell Yaffee, P.E., PTOE

RE: Design of a new Mast Arm Traffic Signal Structure and Analysis of an Existing Mast Arm Traffic Signal Structure located at the intersection of 14th Street and Lime Street in Fernandina Beach, Nassau County, FL

Dear Russell:

As requested, Merrell Engineering is pleased to submit two (2) copies of a fee proposal to provide Professional Engineering Services for the above referenced project.

Scope of Work

Merrell Engineering will provide Professional Engineering Services for the Structural Design of a new Mast Arm Traffic Signal Structure and the Structural Analysis of an Existing Mast Arm Traffic Signal Structure to determine if the existing structure has adequate structural capacity to support a revised signal configuration. The signal structures are located at the intersection of 14th Street and Lime Street in Fernandina Beach, Nassau County, Florida. Merrell Engineering will either obtain shop drawings for the existing structure directly from the fabricator or will field measure the plate and weld sizes as required to perform the analysis. Merrell Engineering will make a single submittal in accordance with the paragraph entitled Deliverables.

Deliverables

Merrell Engineering will prepare and submit three (3) signed and sealed copies of the Design Calculations prepared on 8½" x 11" paper and twelve (12) signed and sealed copies of a Plan Sheet prepared on 11"x17" paper.

Compensation

Merrell Engineering proposes to provide the Professional Engineering Services described above for the Lump Sum fee of **\$3,000.00**.

Schedule

Merrell Engineering will commence work immediately upon receipt of written Notice to Proceed. All structural analysis and design work described above in the paragraph entitled "Scope of Work" is anticipated to be completed within six (6) business days of receipt of all necessary design information.

Necessary design information includes: a Mast Arm Tabulation Sheet showing sizes and spacings of proposed signs and signal heads, top of foundation elevations and mast arm mounting heights; geotechnical parameters for foundation design; and written confirmation that the proposed foundation location has been verified to be clear of underground utilities.

Work Not Included

This price does NOT include work associated with Topographic or Hydrological Surveys, Wetland Delineations, Soil Explorations, Landscaping Plans, Tree Inventories, Permit Applications, Utility Relocations, Construction Phase Services or any issues related to Hazardous Materials. Should one or more of these items be required for completion of the project, Merrell Engineering will inform you of the need for Additional Services. If desired, Merrell Engineering can assist you in selecting a qualified firm to perform such services.

Optional Services

Optional Services are those services that may be required which have not been specifically included in the paragraph entitled Scope of Work. One example of a work item which would be considered Optional Services under this agreement would be a request to re-design the structures due to changes in foundation location or sign/signal configuration. If Optional Services are required and the scope of this work can be readily defined, the parties will enter into negotiations for a Supplemental Lump Sum fee. If, however, the scope of Optional Services is ambiguous or otherwise indefinable, such as Construction Inspection services over an unknown time frame, then these Optional Services shall be performed at an hourly billing rate of \$100.00 per hour plus the direct cost of reimbursable expenses. Reimbursable Expenses may include such things as job-related mileage at 35 cents per mile, express mail postage, courier services, and printing or reproduction costs. Copies of receipts for these expenses will be attached to applicable invoices. In no case will any Optional Services be performed or Reimbursable Expenses incurred without prior written authorization.

Limitation of Liability

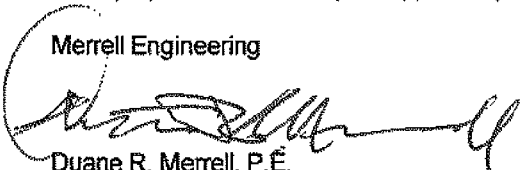
To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the undersigned agree to limit the total liability of Merrell Engineering, in the aggregate and for any and all claims, losses, costs, damages of any nature whatsoever, to the amount of total compensation as indicated within this Agreement, or to a greater amount if negotiated in writing prior to issuing Notice To Proceed. In no event shall Merrell Engineering's liability exceed the amount of the professional liability insurance coverage available to Merrell Engineering at the time of settlement or judgment. It is intended that this limitation shall apply to any and all liability, however alleged or arising, regardless of the cause of action or legal theory pled or asserted.

Entire Agreement

This Agreement, comprising pages 1 through 2, is the entire Agreement between the undersigned. Amendments to this Agreement must be in writing and signed by both parties. This proposal will remain valid for a period of 60 days. Acceptance after that period is subject to a review of the conditions stated herein, and possible revision by Merrell Engineering in response to changed conditions.

If this proposal meets with your approval, please execute both copies and return one for the files.

Merrell Engineering


Duane R. Merrell, P.E.
General Manager

Peters and Yaffee, Inc.

by: _____

SURVEY ESTIMATION CHART

Consultant: CLARY & ASSOCIATES, INC.
 Name of Job: Nassau County Intersections
 Intersections: 14th Street at Lime Street
 Date: 11/1/2011
 County(ies) Nassau

SURVEY FUNCTIONS	CREW DAYS	SUBCON CREW DAYS	COMMENTS
Baseline Control	0.5		
Alignment			
Bench Levels	0.5		
Reference Points			
Section Line Ties			
Subdivision and Property Ties			
Side Street Surveys			
Topography	1.5		topo to 20' past r-o-w
Cross-Sections / Profiles			
Underground Utilities	1		designation
Soft Digs	1		10 VVH's estimated
Stake Out for Borings			
Water Retention Area			
Supplemental Surveys			
Jurisdictional Line Surveys			
Aerial Targets			
TOTAL	4.5	0	

Survey T1hours 8 x \$150.00 3 Person Hourly Crew Rate = \$1,200.00 Day Rate

Survey Day Rate	\$1,200.00	x	4.5	=	\$5,400.00
Surveyor & Mapper	\$165.00	x	3	=	\$495.00
Cadd Tech/Computer Tech	\$90.00	x	12	=	\$1,080.00
Sr. Surveyor & Mapper	\$0.00	x	0	=	\$0.00
Secretary/Clerical	\$0.00	x	0	=	\$0.00
TOTAL SURVEY COST					\$6,975.00

Prepared by: Dennis Elswick

Date: November 1, 2011

Comments: _____



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering • Construction Materials Testing •
Threshold Inspection • Private Provider Inspection • Geophysical Studies

Offices In:
• Daytona Beach, FL
• Fort Myers, FL
• Fort Pierce, FL
• Gainesville, FL
• Jacksonville, FL
• Leesburg, FL
• Miami, FL
• Norcross, GA
• Ocala, FL
• Orange City, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

November 1, 2011

Connelly & Wicker, Inc.
10060 Skinner Lake Drive – Suite 500
Jacksonville, Florida 32246

Attention: Mr. Andy Cummings, P.E.

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
Proposed Mast Arm – 14th Street and Lime Street
Nassau County, Florida
UES Proposal No. 2011J-509

Dear Mr. Cummings:

As requested, Universal Engineering Sciences (UES) is pleased to provide this proposal to perform the geotechnical exploration and engineering services for the subject site.

PROJECT INFORMATION

Project information was provided to us in a recent conversation. We understand the project will consist of construction of one mast arm traffic signal at the intersection of 14th Street and Lime Street in Nassau County, Florida. Typically these structures are supported on drilled shaft foundations. We will provide you with the soil parameters needed to determine foundation design parameters. We understand these calculations will be performed by others. We also understand the design will be in accordance with Florida DOT standards.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of the geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site with respect to the proposed mast arm construction. It is assumed the boring locations will be accessible to our truck-mounted drilling equipment.

Field Exploration – Based on our understanding of the project information and in accordance with the FDOT Soils and Foundation Handbook, we propose to perform one (1) Standard Penetration Test (SPT) boring to a depth of 25 feet. The boring will be sampled continuously in the upper 10 feet followed by sampling at 5-foot centers to the boring termination depths. Upon completion, the borings will be grouted.

Laboratory Testing – Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration to determine their strength/compressibility characteristics.

Engineering Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the recommended exploration and engineering study will be presented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained, including preparation of an FDOT Core Boring Sheet.
3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary) for use by others for foundation design.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory investigation, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a lump sum fee of **\$1,900.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the boring to be performed to a deeper depth, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

UES will contact Sunshine State One Call of Florida to identify public utilities within the area and up to the appropriate meters. Furthermore, UES should be provided with all readily available project site information regarding underground utility or service lines, and buried structures. Our office can not be held responsible for damage to buried service lines and/or structures that are not identified to our field personnel.

SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical studies within 5 to 7 days of receiving written notification to proceed with the field work to be completed in one day subsequent to all necessary utility locates being cleared. As soon as all field and laboratory tests have been completed and reviewed by the geotechnical engineer, verbal results and recommendations can be provided. The written reports should then be available within three to four weeks after authorization to proceed.



We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.



Stephen R. Weaver, P.E.
Geotechnical Services Manager

SRW/srw



UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: 14th Street and Lime Street - Proposed Mast Arm
PROJECT LOCATION: Nassau County, Florida
CLIENT NAME: Mr. Andy Cummings, P.E. DATE: November 1, 2011
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 PHONE NO.: 904-265-3030
Jacksonville, Florida 32246 EMAIL: acummings@cwieg.c

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 2011J-509 (Attached)

Lump Sum Fee - \$1,900.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions
B. UES Proposal Dated: November 1, 2011
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Social Security No. or Federal Identification No.:
Address:
Attention: Title:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT UNIVERSAL ENGINEERING SCIENCES, INC.
BY (Signature) BY (Signature)
PRINTED NAME Stephen R. Weaver, P.E.
TITLE Geotechnical Services Manager
DATE November 1, 2011

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, heretofore referred to as the Consultant, has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "Consultant" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorneys' fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the

discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

- 7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Consultant's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of consultant's employees and professionals who perform any services for Client. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save Consultant harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.
- 10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

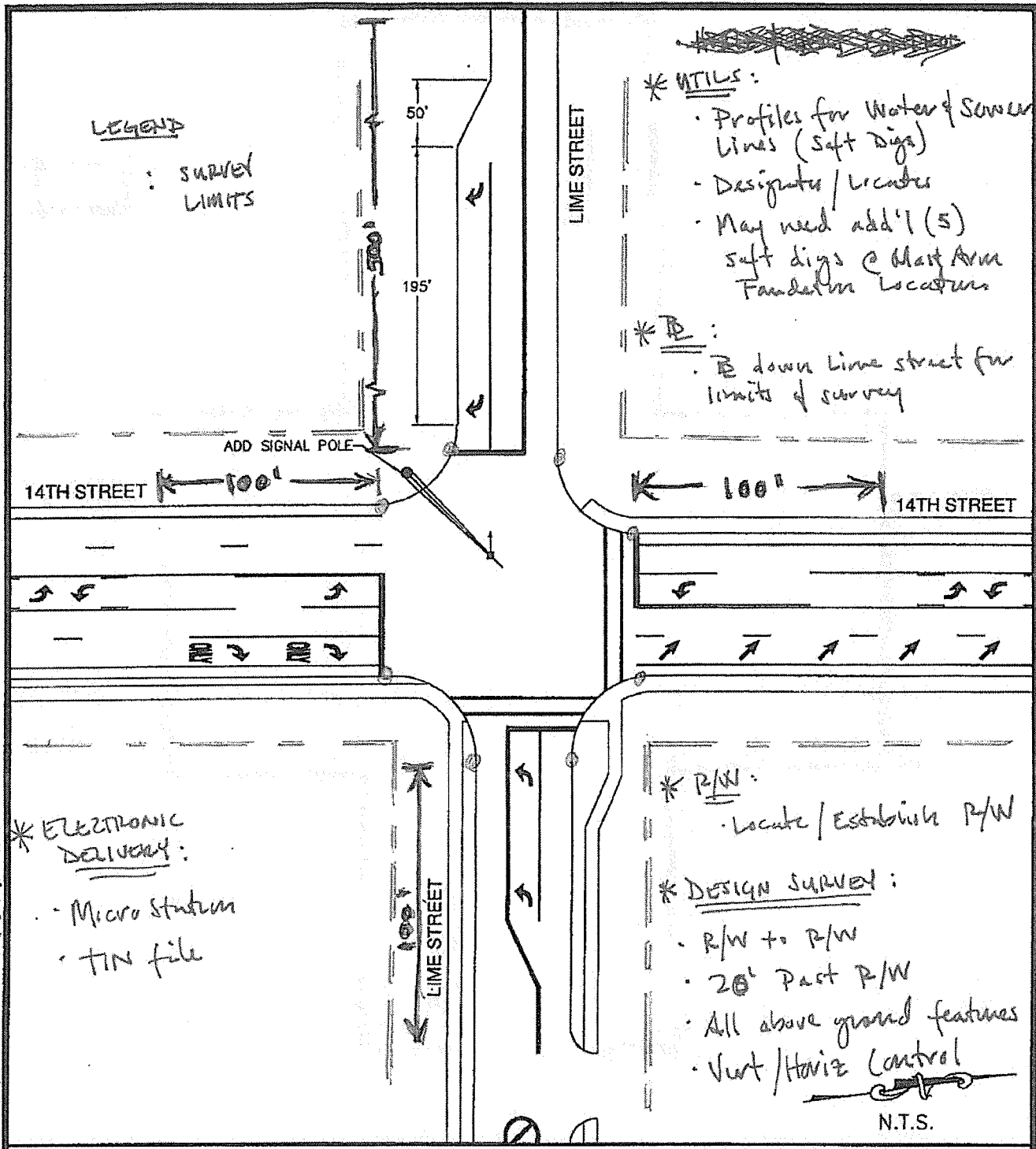
- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, Consultant may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of Consultant in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



LEGEND

: SURVEY LIMITS

*** UTILS :**

- Profiles for Water & Sewer Lines (Soft Digs)
- Designer / Locater
- May need add'l (5) soft digs @ Main Arm Foundation Locations

*** D :**

- D down Lime street for limits of survey

ADD SIGNAL POLE

14TH STREET

14TH STREET

LIME STREET

LIME STREET

*** ELECTRONIC DELIVERY :**

- Micro station
- TIN file

*** P/W :**

- Locate / Establish P/W

*** DESIGN SURVEY :**

- R/W to P/W
- 20' Part P/W
- All above ground features
- Vert / Horiz Control

N.T.S.

RECOMMENDED IMPROVEMENT PLAN



6500 Bowden Road Suite 290
 Jacksonville, FL 32216
 Phone 904 636-6755
 Fax 904 636-9533
 www.Kingengineering.com
 Engineering License #2610

14TH STREET AT LIME STREET
 NASSAU COUNTY IMPACT FEE STUDY
 NASSAU COUNTY, FLORIDA

Figure
 5

8x2 1600

M:\11105\651\0800\14th and Lime\DWG\PG0005.dwg July 8, 2009 1:55 PM CHULLYARD King Engineering Associates Inc.