

**WORK AUTHORIZATION # CM1692-WA02
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
RFQ/BID NO. NC10-004**

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

CURRENT WORK AUTHORIZATION			
Project Short Title: 14th Street at Sadler Road Intersection Improvements			
		CONTRACT OVERVIEW	
Date Submitted	01/25/2013	Total of Previous Authorizations	\$63,139.22
Amount	\$69,556.55	This Work Authorization	\$69,556.55
Scheduled Completion	See below	Current Contract Total	\$132,695.77

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 to replace the existing strain poles at the 14th Street and Sadler Road intersection with mast arm assemblies on each intersection corner, 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 \$69,556.55, pursuant to the contract fee summary attached hereto as Attachment "B".


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.


In presenting this Work Authorization, Consultant agrees that:

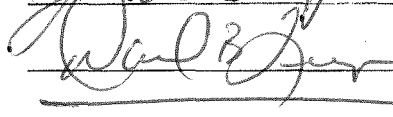
Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed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

AGREED TO BY:


BY: 
Print Name: RICHARD WELCH
Title: PRESIDENT
Date: 2/25/2013

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works Director: 

Board of County Commissioners, Chair: 

Ex-Officio Clerk: _____

County Attorney: 

MES
03-21-13

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 20th day of March, 2013.


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



SCOPE OF WORK

CWI Project No.: 12-01-0302

Nassau County Contract No.: CM1692

Nassau County Bid No. NC10-004

ENGINEERING SERVICES

FOR

14th Street at Sadler Road Intersection Improvements

I. SCOPE OF PROJECT

- A. The intent of this scope of work is to produce construction plans to replace the existing strain poles at the 14th Street and Sadler Road intersection with Mast Arm Assemblies on each intersection corner. The CONSULTANT shall provide Final Design engineering and Construction Administration services. 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 construction of the new mast arm assemblies.
- 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
 - iii. 100' East of the Intersection return on Sadler Road
 - iv. 150' West of the Intersection return on Sadler Road

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 foundations.
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.
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. Right-of-way permit shall be obtained by the Construction Contractor.

4. 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 or receipt of the CLIENT's 60% review comments.
- 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.

NASSAU COUNTY, FLORIDA

PART I - GENERAL

1. Project 14th St. at Sadler Road Intersection Improvements	2. Contract Number CM 1692; Bid No. NC10-004
3. Name of Consultant Connelly & Wicker Inc.	4. Date of Proposal 01/25/13

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$181.69	25	\$ 4,542.25	
Sr. Project Manager	\$148.39	35	\$ 5,193.65	
Project Manager	\$112.56	80	\$ 9,004.80	
Project Engineer	\$88.51	49	\$ 4,336.99	
Staff Engineer	\$68.26	67	\$ 4,573.42	
Senior Technician	\$63.36	0	\$ 0.00	
Clerical	\$44.19	0	\$ 0.00	
TOTAL	\$91.86	301		\$27,651.11
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		Total Direct Labor		-
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		\$	12,614.83	See Attachment
Peters & Yaffee, Inc.		\$	26,465.61	See Attachment
Universal Engineering Sciences		\$	2,825.00	See Attachment
SUB-CONSULTANT SUB-TOTAL				\$41,905.44
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$69,556.55
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)	\$69,556.55
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CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 25, 2013
 Estimator's Name: Jackson

NAME OF PROJECT: 14th St at Sadler Ave Intersection Improvements
 BETWEEN: 150' west of 14th St on Sadler Ave
 AND: 100' east of 14th St on Sadler Ave
 LENGTH: 300'

No. / ACTIVITY	Principal RATE = \$181.69		Sr. Project Manager RATE = \$148.39		Project Manager RATE = \$112.56		Project Engineer RATE = \$88.51		Staff Engineer 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.	17	\$3,088.73	17	\$2,522.63	43	\$4,840.08	43	\$3,805.93	51	\$3,481
113 Utilities & Railroad	2	\$363.38	2	\$296.78	6	\$675.36	6	\$531.06	7	\$477
109 Drainage Design	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0
114 Permitting	0	\$0.00	2	\$296.78	2	\$225.12	0	\$0.00	0	\$0
115 Construction Admin	6	\$1,090.14	14	\$2,077.46	29	\$3,264.24	0	\$0.00	9	\$614
TOTAL	25	\$4,542.25	35	\$5,193.65	80	\$9,004.80	49	\$4,336.99	67	\$4,573

No. / ACTIVITY	Senior Technician RATE = \$63.36		Clerical RATE = \$44.19		MAN HOURS	SALARY	AVG.	SALARY COST
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	BY ACTIVITY	COST BY ACTIVITY	HOURLY COST	DIST. %
113 Plan Prep.	0	\$0.00	0	\$0.00	170	\$17,738.63	\$104.34	64.2
113 Utilities & Railroad	0	\$0.00	0	\$0.00	24	\$2,344.40	\$97.68	8.5
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	1.9
115 Construction Admin	0	\$0.00	0	\$0.00	57	\$7,046.18	\$123.62	25.5
TOTAL	0	\$0.00	0	\$0.00	255	\$27,651.11	\$108.44	100.0

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 25, 2013

NAME OF PROJECT: 14th St at Sadler Ave Intersection Improvements
 BETWEEN: 150' west of 14th St on Sadler Ave
 AND: 100' east of 14th St on Sadler Ave

ITEM DESCRIPTION						ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproduces)							
9 Sheets @ \$ - Per Sheet =						\$0.00	
Reproduction (Blue Line & Sepias)	<u>Blue Line</u>	<u>(11x17)</u>	<u>Photocopy</u>				
				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	\$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	

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NC10-004
 Prepared: January 25, 2013

NAME OF PROJECT: 14th St at Sadler Ave Intersection Improvements
 BETWEEN: 150' west of 14th St on Sadler Ave
 AND: 100' east of 14th St on Sadler Ave

ITEM	NO. OF SHEETS	TOTAL MANHOURS	COMMENTS
113 Plan Prep.	9	170.0	
109 Drainage Design	0	0.0	
113 Utilities & Railroad	0	24.0	
114 Permitting	0	4.0	
115 Construction Administraion	0	57.0	
Field Review			Included in Above Items
Plans Checking			Included in Above Items
TOTAL	9	255.0	27.9 Hours/Sheet (Excluding Permitng)

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

			UNITS	SHEETS	UNIT	MANHOURS	COMMENTS
113	Plan Prep.	1"=					
	Key Map & Index of Dwgs		Sheet	1	1	2.00	2.00
	Typical Sections		Sheet	0	0	0.00	0.00
	Summary of Quantities		Sheet	1	1	4.00	4.00
	Plan Sheet/Design/QA	20	Sheet	1	1	24.00	24.00
	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		Sheet	0	0	0.00	0.00
	Drainage Cross Sections		Sheet	0	0	0.00	0.00
	Cross Sections		Sheet	5	0	1.00	5.00
	Stormwater Pollut. Prevent. Plans		Sheet	0	0	0.00	0.00
	M.O.T. - Notes		Sheet	1	1	2.00	2.00
	M.O.T. - Plans (incl. Typ. Sections)		Sheet	1	3	32.00	32.00
	Signing and Marking Plans		Sheet	1	1	12.00	12.00
	Signalization Plans		Sheet	0	0	0.00	0.00
	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	3	0	3.00	9.00
	Pavement Design		L.S.	0	0	0.00	0.00
	Bid Specifications		L.S.	1	0	32.00	32.00
	Meetings w/ Project Manager		Each	4	0	4.00	16.00
	Community Meeting		Each	0	0	0.00	0.00
	Meetings w/ Subconsultants		L.S.	2	0	4.00	8.00
	Field View (Plans in hand)		Each	3	0	4.00	12.00
	Utility & Railroad		Sheet		0	-	-
	Permitting		Sheet		0	-	-
	Permitting		Sheet		0	-	-
ROADWAY PLANS TOTALS					9		170.00

			UNITS	SHEETS	UNIT	MANHOURS	COMMENTS
113	Utility & Railroad	1"=					
	Utility Adjustment Plans	20' & 40'	Sheet	0	0	0.00	0.00
	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	24.00	24.00
	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		24.00

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

			UNITS	SHEETS	UNIT	MANHOURS	COMMENTS
114 Permitting/Environmental	1"=						
Permit Investigation		LS	0	0	0.00	0.00	
SJRWMD Letters of Exemption		Each	1	0	4.00	4.00	Exemption Submittal Package
Corps of Engineers		LS	0	0	0.00	0.00	
Fla. Dept. of Transportation		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	

SHEET 7

AGENT: Connelly & Wicker Inc.

NAME OF PROJECT: 14th St at Sadler Ave intersection improvements

Number: CM 1692; Bid No. NC10-004

BETWEEN: 150' west of 14th St on Sadler Ave

January 25, 2013

AND:

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Cost Design	1"=						
Pre-Bid Meeting		Mtg	1		12.00	12.00	answer Bid questions
Prepare Bid Analysis Memo		Each	1		4.00	4.00	
Pre-construction Meeting		Mtg	1		4.00	4.00	
Shop Drawings review		Submittal	1		4.00	4.00	
Answer RFI's		Each	3		3.00	9.00	
Progress meetings		Each	3		4.00	12.00	3 mtgs
Review & approve pay request		Each	4		3.00	12.00	
					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						57.00	

January 25, 2013

Mr. Keith Jackson
Connelly & Wicker Inc.
10060 Skinner Lake Dr, Suite 500
Jacksonville, FL 32246

via email: kjackson@cweng.com

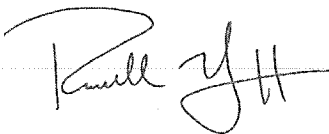
RE: Proposal for Sadler Road at 14th Street Traffic Signal Design
Peters and Yaffee Proposal #12-006A

Keith,

Peters and Yaffee, Inc. appreciates this opportunity to propose our services in connection with this important project. Enclosed, please find a copy of our Scope of Services, Compensation and Agreement for Professional Services for your review. If the proposal is acceptable to you, please execute and return to Peters and Yaffee as our notice to proceed with the included services.

Should you have any questions concerning the information provided, please do not hesitate to contact us.

Sincerely,



Russell Yaffee, PE, PTOE
Vice President

Peters and Yaffee, Inc.
10199 Southside Boulevard, Suite 110
Jacksonville, FL 32256
904.265.0751 (Phone)
904.735.6477 (Cell)

Exhibit A

Sadler Road at 14th Street Traffic Signal Design

Scope of Services

Introduction

We are pleased to provide this proposal to provide professional services for the referenced project. This proposal has been prepared based on our understanding that a traffic signal design is required at the intersection of Sadler Road and 14th Street in Nassau County. The traffic design services will include upgrading the existing concrete strain pole signal system to a mast arm pole signal system and provide a fiber optic interconnect system with the signal at 8th Street and Sadler Road. This proposal outlines the traffic engineering services required to perform the traffic signal design.

This proposal assumes that topographic survey, including utility locations, vertical clearance to overhead electrical lines, roadway design plans, signing and pavement markings, geotechnical services and subsurface utility exploration will be provided by others. Our fee and schedule is based on our understanding as described in more detail as follows:

Task 1: Traffic Signal Design

Peters and Yaffee will prepare the traffic signal design plans for the subject intersection and the fiber optic interconnect to the 8th Street/Sadler Road intersection in accordance with Nassau County, FDOT and the MUTCD (Manual on Uniform Traffic Control Devices) standards. It is anticipated that the traffic signal design will incorporate four new mast arm poles. The design layout will be in accordance with Florida Department of Transportation mast arm standards, which includes one signal per lane. The design plans will include a tabulation of quantities sheet, general notes sheet, signalization plan sheet, mast arm tabulation sheet and mast arm data table sheet. The plans will be prepared in 11-in x 17-in format and will be submitted for review to the appropriate agencies. Review comments received will be incorporated into the plans, along with written responses. Our subconsultant, G.M. Hill Engineering will be responsible for the structural design elements for the mast arm design (G.M. Hill Engineering proposal attached).

Task 2: Post Design Services

Peters and Yaffee will provide post design services for the traffic signal at the intersection of Sadler Road and 14th Street and the fiber optic interconnect to the 8th Street/Sadler Road intersection. These services may entail the following:

- I. Respond to contractor requests for information
- II. Review and approve traffic signal shop drawings
- III. Site visits
- IV. Meetings
- V. Plan revisions

Miscellaneous Services

Meetings and Project Coordination

Peters and Yaffee will attend up to three (3) meetings with the Client, other consultants, legal counsel, governmental agencies and others as requested by the Client or as necessary for the

timely processing of plan submittals and permit applications. Any additional meetings as requested by the Client will be billed on an hourly time charge basis.

Additional Services

Additional services include any "Additional Services" described above and any other service requested by the Client that is not described in the Scope of Services.

Client Responsibility

The Client will provide the following:

- I. Topographic survey,
- II. Vertical clearance of overhead utility lines,
- III. Roadway design plans,
- IV. Signing and pavement marking plans,
- V. Geotechnical services and
- VI. Subsurface utility exploration

Exhibit B

Sadler Road at 14th Street Traffic Signal Design

Compensation

For the services described in Exhibit A, the CLIENT agrees to pay and the CONSULTANT agrees to accept the lump sum amount of \$ 26,465.61 further delineated as:

Traffic Signal Design	\$ 14,205.40
Structural Design	\$ 4,500.00
Post Design Services	\$ 3,058.29
Miscellaneous Services	<u>\$ 4,701.92</u>
Total	\$ 26,465.61

which sum constitutes compensation for all of the CONSULTANT's salary costs, general and administrative overhead, direct project expenses and profit. The CLIENT agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

Services requested by the CLIENT beyond those described in Exhibit A will be considered to be additional services, for which the CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades, currently, as shown below. In such cases, direct project expenses are also reimbursable at cost.

RATE SCHEDULE

Labor Grade	Hourly Billing Rate
Project Manager	\$ 165.87
Senior Engineer	\$ 134.86
Project Engineer	\$ 93.90
Staff Engineer	\$ 69.23

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **CONNELLY & WICKER, INC.**, hereinafter called the "CLIENT", and **PETERS AND YAFFEE, INC.**, a corporation chartered and existing under the laws of the State of Florida, hereinafter called the "CONSULTANT".

WHEREAS, the CLIENT has need of professional advice and consulting services regarding engineering services for the Proposed Project: **SADLER ROAD AT 14TH STREET TRAFFIC SIGNAL DESIGN.**

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the CLIENT shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SCOPE OF SERVICES

The Scope of Services is enumerated in Exhibit A of the proposal.

ITEM B - CONSULTANT'S COMPENSATION

The CONSULTANT will be compensated for the Scope of Services as enumerated in Exhibit B of the proposal.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

The parties agree that services covered by this AGREEMENT shall be performed in accordance with the TERMS AND CONDITIONS OF AGREEMENT on page 2 of 2 of this AGREEMENT.

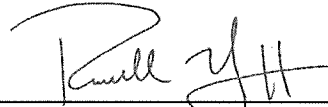
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the ___ day of _____, 20__.

CONNELLY & WICKER, INC.

By: _____
Signature

Print Name
Title: _____

PETERS AND YAFFEE, INC.

By:  _____
Signature

Russell Yaffee, PE, PTOE
Print Name
Title: _____
Vice President

TERMS AND CONDITIONS OF AGREEMENT

1. **AGREEMENT TO PROCEED.** This AGREEMENT shall be in effect from the signature date until completion of the work by CONSULTANT, or unless terminated sooner. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless a prior Notice-to-Proceed has been issued by the CLIENT.
2. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable within thirty (30) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.
3. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
4. **PROJECT INFORMATION.** CLIENT shall furnish or cause to be furnished to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon CLIENT-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such CLIENT-provided documents.
5. **COST ESTIMATES AND TIME SCHEDULES.** Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.
6. **CONSTRUCTION MONITORING.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
7. **EXISTING CONDITIONS AND RESPONSIBILITIES.** CLIENT acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing CLIENT of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. CLIENT recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the CLIENT that are specifically included within the CONSULTANT's SCOPE OF SERVICES. CLIENT acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of CLIENT.
8. **LIMITATION OF LIABILITY.** CONSULTANT's liability to the CLIENT for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee paid to the CONSULTANT under this AGREEMENT.
9. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
10. **PROJECT PROGRESS.** CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
11. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
12. **PROJECT DELAYS.** The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
13. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
14. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
15. **OWNERSHIP OF WORK PRODUCT.** Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the CLIENT by the CONSULTANT become the property of the CLIENT. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. CLIENT agrees to use the work product solely for the project covered by this Agreement. Should the CLIENT reuse any portion of the work product without the CONSULTANT's written approval, the CLIENT shall assume full responsibility and liability for such use.
16. **SEVERABILITY; SURVIVAL.** If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.
17. **DATE CHANGES.** If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.
18. **ASSIGNMENTS.** Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.
19. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
20. **WAIVER.** No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.
21. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
22. **USE AND TRANSFER OF ELECTRONIC MEDIA FILES.** In accepting or using electronic media files ("Files") provided by CONSULTANT, CLIENT agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The CLIENT agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.
23. **INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE.** This AGREEMENT is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's services absent CONSULTANT's express written agreement.
24. **THE CLIENT'S RESPONSIBILITIES.** The CLIENT shall: (a) Upon request from the CONSULTANT, provide all criteria and full information as to the CLIENT's requirements for the project, including project objectives/constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the CLIENT will require in the work products; (b) Assist CONSULTANT by placing at his disposal all available information pertinent to the project; (c) Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project; (d) Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CLIENT, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon; (e) Designate in writing a person to act as the CLIENT's representative with respect to the services rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind CLIENT with respect to these items; (f) Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any development that affects the satisfactory completion of the project; (g) Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project, except as specifically excluded herein; and (h) Bear all costs incident to compliance with the requirements of item 24.
25. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Florida.



ESTIMATE OF WORK EFFORT AND FEE

Sadler Road at 14th Street

		Project Manager		Sr. Engineer		Project Engineer		Staff Engineer		Project T	
		Rate = \$	165.87	Rate = \$	134.86	Rate = \$	93.90	Rate = \$	69.23		
ACTIVITY		Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours	
Traffic Signal Design											
Site Review / Site Visit		4	\$ 663.46	4	\$ 539.42	0	\$ -	0	\$ -	8	\$
Signal Analysis		2	\$ 331.73	6	\$ 809.13	24	\$ 2,253.60	24	\$ 1,661.54	56	\$
Signal Plans	Sheets										
Design Sheet	1	0	\$ -	1	\$ 134.86	0	\$ -	1	\$ 69.23	2	\$
Calculation of Quantities	1	2	\$ 331.73	2	\$ 269.71	4	\$ 375.60	4	\$ 276.92	12	\$
General Notes	1	1	\$ 165.87	2	\$ 269.71	4	\$ 375.60	4	\$ 276.92	11	\$
Signal Plans	1	4	\$ 663.46	4	\$ 539.42	8	\$ 751.20	8	\$ 553.85	24	\$
Interconnect Plans	1	1	\$ 165.87	2	\$ 269.71	2	\$ 187.80	2	\$ 138.46	7	\$
Special Details	2	2	\$ 331.73	2	\$ 269.71	2	\$ 187.80	2	\$ 138.46	8	\$
Specifications		4	\$ 663.46	4	\$ 539.42	0	\$ -	0	\$ -	8	\$
Subtotal		20	\$ 3,317.31	27	\$ 3,641.11	44	\$ 4,131.60	45	\$ 3,115.38	136	\$
- Structural Engineering											
Structural Engineering		Subconsultant Services (see attached proposal - G.M. Hill Engineering)									\$
Subtotal											\$
Post Design Services											
Post Design Services		8	\$ 1,326.92	8	\$ 1,078.85	4	\$ 375.60	4	\$ 276.92	24	\$
Subtotal		8	\$ 1,326.92	8	\$ 1,078.85	4	\$ 375.60	4	\$ 276.92	24	\$
Various Services											
Meetings		4	\$ 663.46	12	\$ 1,618.27	0	\$ -	4	\$ 276.92	20	\$
Project Coordination		8	\$ 1,326.92	4	\$ 539.42	0	\$ -	4	\$ 276.92	16	\$
Subtotal		12	\$ 1,990.38	16	\$ 2,157.69	0	\$ -	8	\$ 553.85	36	\$
PROJECT TOTAL		40	\$ 6,634.62	51	\$ 6,877.64	48	\$ 4,507.20	57	\$ 3,946.15	196	\$

January 25, 2013

Russell Yaffee
Vice President
Peters & Yaffee
10199 Southside Blvd., Suite 110
Jacksonville, FL 32256

Dear Mr. Yaffee:

Subject: Proposal for structural engineering services for Four Mast Arm Traffic Signal Structures at Sandler Road & 14th Street, Fernandina Beach, FL
G.M. Hill Engineering, Inc. proposal number 13-1008Rev1

In response to your request for professional services, I am pleased to submit this proposal for structural engineering services for the design of four identical single mast arm signal structures at the intersection of Sandler Road & 14th Street, Fernandina Beach, FL. Based upon the plans and aerial overview of the site given to G.M. Hill Engineering, Inc. by you, I understand the project will consist of design and detailing services in accordance with FDOT standards. A single design and submittal will be made to Nassau County. Additional information is required to accomplish work and shall be provided by Peters and Yaffee or its sub consultants. These items to be accomplished by others are: elevations, geotechnical investigation (soil parameters-unit weight, water table elevation, PHI angle of internal friction, etc.), complete topographic and site survey providing elevations and contours.

The following information comprises the structural work scope for the mast arm structures. Reasonable drawings sketches and supplementary information are included in my proposed lump sum fee. Complex or changing scope/revisions or value engineering "VE" shall be considered additional services and subject to my proposed hourly billing rate (see "Fee" below). Direct expenses incurred while working on the project, such as express mail charges, courier, bulk reproduction, long distance phone charges, copying and printing costs, postage, shipping and other customary business expenses, shall be considered reimbursable expenses and invoiced based on actual cost plus seven percent. G.M. Hill would provide two (3) signed and sealed 11x17 copies of the plans and forward along pdf's for reproduction purposes. G.M. Hill can begin the project once the following information is provided to us in addition to the items outlined above:

- Final approved site layout
- Geotechnical Report with soil specific parameters mentioned above
- Signed proposal

G.M. HILL
ENGINEERING, INC.

INSTITUTIONAL • MILITARY • COMMERCIAL

P: (904) 280.8244 | 10199 Southside Boulevard
F: (904) 543.0203 | Suite 103A
gmhillengineering.com | Jacksonville, Florida 32256
ftp://gmhillengineering.com

I. SCOPE OF WORK:

- The structural analysis and design will be based on the Florida Department of Transportation standards. G.M. Hill would provide plans, details, structural notes and technical specifications and review shop drawing submittals for the mast arms and respond to contractor questions during construction for items listed above.

II. FEES/COSTS:

The total fee for the above services shall be \$4,500. Any additional services requested by Client shall be billed at \$150 per hour for Senior Engineer/Principal, \$135 per hour for Engineer and \$70 per hour for Technician/CADD support.

III. SERVICES NOT INCLUDED IN BASIC FEES:

The following items are not included in the lump sum fees outlined below:

1. Activities beyond the construction document preparation services outlined above.
2. On-site field representation or construction observations on a full-time basis, more than outlined above.
3. Changes to the project design at the direction of the owner, engineer, architect or construction manager if the intent of the changes is modified from the original work scope where such change would require a revision to the prior approved design.
4. Proprietary structures, alternate designs, "as-built" drawings or documents.
5. Signage, pavement and sidewalks or other items not related directly to the mast arm structures outlined above.

IV. CONSTRUCTION OBSERVATION

Since on-site continuous field representation is not a part of this contract and is out of the scope of services, the structural engineer shall not have control or be responsible for the construction means and methods, sequences or the acts of omissions of any contractor, sub-contractor, supplier or any other entity furnishing materials or performing any work on the project.

V. ACCEPTANCE OF PROPOSAL

This proposal will remain open for acceptance for a period of 30 days from the above date. To accept this proposal, Client must sign where indicated below and return a fully signed copy to G.M. Hill as authorization to proceed with the work. Upon signature by Client, this proposal shall become a binding agreement between the parties subject.

VI. TERMS AND CONDITIONS

Client expressly acknowledges and agrees to be bound by the terms and conditions stated below.

Independent Contractor

G.M. Hill is an independent contractor and is solely responsible for the methods and means used in performing its services as outlined herein. G.M. Hill is not an employee, agent or partner of the Client.

Billing/Payment

Invoices will be submitted on a monthly basis for services and reimbursable expenses. Account balances more than 30 days past due are subject to interest at the legal rate.

Ownership of Documents

Documents prepared by G.M. Hill are instruments of the service for use solely with respect to this Project and G.M. Hill shall be deemed the author of the documents and shall retain all common law, statutory and other rights, including copyright. G.M. Hill's documents shall not be used by Client or any other party on other projects or for the completion of this Project by others, except by written agreement and in accordance with Florida law.

No Construction Observation

G.M. Hill shall have no responsibility to review, observe or supervise the performance of work by any contractor, subcontractor, supplier or any other entity furnishing materials or performing work on the Project. Additionally, G.M. Hill shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by any person or entity on the Project, and GM Hill shall not be responsible for the safety precautions and programs incident to the work on the Project.

Indemnity

Client, to the fullest extent permitted by law, shall indemnify, hold harmless and defend G.M. Hill, its officers, directors, employees and agents from and against all claims, losses, damages, costs and liabilities, including attorney's fees and expenses, of any nature, that are alleged to have occurred, in whole or in part, as a result of or due to the Client's negligence, including gross negligence, or willful conduct.

Termination

This agreement may be terminated by either party upon seven days' written notice. In the event of termination by Client, G.M. Hill shall be compensated for services performed prior to the termination, together with reimbursable expenses already incurred.

Delays

GM Hill shall not be responsible for delays caused by governmental requirements or delays caused by Client or others not in GM Hill's control, including the owner, contractor, subcontractors, suppliers and other design professionals on the Project.

Mediation

The Client agrees that prior to filing a claim in any court of competent jurisdiction; it will participate in good faith in voluntary mediation under the Florida Rules of Civil Procedure. The Client acknowledges that good faith participation in voluntary mediation is an absolute condition precedent to filing a Complaint in a court of law with regard to any claim, dispute or other matter arising out of or relating to this agreement. The mediator to be used shall be approved by both parties.

Attorney's Fees

In the event of litigation between G.M. Hill and the Client with regard to any claim, dispute or other matter arising out of or relating to this agreement, the prevailing party shall be entitled to all costs and expenses, including attorney's fees (whether incurred in trial or appeal), all of which may be included in the judgment rendered in such litigation.

No Arbitration

GM Hill is not required to arbitrate any claim, dispute or other matter arising out of or relating to this agreement.

No Jury Trial

Client expressly waives any right to a jury trial.

Jurisdiction/Governing Law

The resolution of any claim, dispute or other matter arising out of or relating to this agreement shall be determined by a court of competent jurisdiction and the parties agree that venue for any such action is proper in Duval County, Florida. The laws of the State of Florida shall govern the interpretation and construction of this agreement.

Consequential Damages

Client waives consequential damages for any claim, dispute or other matter arising out of or relating to this agreement.

Entire Agreement

This agreement contains the entire agreement for the Project between G.M. Hill and the Client and supersedes all prior negotiations, representations or agreements, whether written or oral.

Severability and Survival

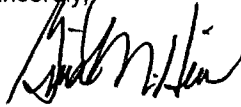
If any of the provisions of this agreement are determined to be illegal, invalid, void or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnity obligations shall survive termination of this agreement for any reason.

No Third Party Beneficiaries

This agreement gives no rights or benefits to any person or entity other than Client and G.M. Hill and there are no third party beneficiaries.

If there are any questions or areas of the Proposal that require clarification or adjustment, please contact the undersigned at your earliest convenience.

Sincerely,



Gina M. Hill, P.E.
President
G. M. Hill Engineering, Inc.

Proposal Accepted by:

Signature and Date

Print Name



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
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

January 21, 2013

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

Attention: Mr. Keith Jackson, P.E.

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
Proposed Mast Arms – 14th Street and Sadler
Fernandina Beach, Florida
UES Proposal No. 2013J-034

Dear Mr. Jackson:

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 four mast arm traffic signals at the intersection of 14th Street and Sadler in Fernandina Beach, 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 four (4) Standard Penetration Test (SPT) borings to depths of 25 feet. The borings 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 **\$2,825.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings 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.



January 21, 2013

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 Sadler - Proposed Mast Arms
PROJECT LOCATION: Fernandina Beach, Nassau County, Florida
CLIENT NAME: Mr. Keith Jackson, P.E. DATE: January 21, 2013
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 PHONE NO.: 904-265-3030
Jacksonville, Florida 32246 EMAIL: kjackson@cwieng.c

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 2013J-034 (Attached)

Lump Sum Fee - \$2,825.00

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: January 21, 2013
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 January 21, 2013

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.