

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 16th day of April 2014, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and EltonAlan, Incorporated, a Florida Corporation, whose principle office address is located at 2771-29 Monument Road, #33342, Jacksonville, FL 32225, hereinafter referred to as "Consultant":

WHEREAS, the County intends to proceed with construction for the paving of the existing dirt road, Crawford Road, Nassau County, Florida; and

WHEREAS, the County requires certain professional services in connection with the engineering design of said road improvements; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

WHEREAS, the Consultant desires to render certain professional design services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

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

**ARTICLE 1 - EMPLOYMENT OF CONSULTANT**

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

**ARTICLE 2 - SCOPE OF SERVICES**

Consultant shall provide engineering design services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

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

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

**ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall be for a thirty (30) month period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

## **ARTICLE 5 - COMPENSATION**

5.1 The County shall pay Consultant in accordance with the provisions contained in the lump sum amount of \$623,367.85, limiting amount of \$8,845.68 for a total not to exceed \$632,213.53, which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

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

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

5.4 Final Invoice per Project: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County, this indicates that all services have

been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

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

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

#### **ARTICLE 7 - DOCUMENTS**

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

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto as Attachment "A";
- 7.3 Fee Schedule attached hereto as Attachment "B";
- 7.4 Any written amendments, modifications or Addenda to this Agreement.
- 7.5 Proposal submitted by Consultant in response to the Request for Qualifications for Crawford Road Design Services, Bid No. NC13-048.

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

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

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

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

## **ARTICLE 10 - INDEPENDENT CONTRACTOR**

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

## **ARTICLE 11 – EXTENT OF AGREEMENT**

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

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

## **ARTICLE 12 - COMPLIANCE WITH LAWS**

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

## **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

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

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

**13.3** The Consultant shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract,

insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Consultant is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the consultant under the contract.

**13.3.1 Workers' Compensation:** The Consultant shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

**13.3.2 Business Auto Policy:** The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Consultant to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**13.3.3 Comprehensive General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 each occurrence; \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**13.3.4 Professional Liability:**

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this agreement.



- b. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

**13.3.5 Umbrella Policy:** Coverage must be afforded on an Occurrence form and must include:

- a. \$1,000,000 per occurrence
- b. Comprehensive or Commercial General Liability underlying coverage: \$1,000,000 each occurrence; \$2,000,000 General Aggregate, and \$2,000,000 Products-Completed Operations Aggregate. Refer to Commercial General Liability section above for detail on required coverage to be included.
- c. Auto liability: Underlying combined single limit of \$1,000,000 each occurrence.
- d. Employers' Liability: Underlying limit \$500,000 for bodily injury caused by an accident; \$500,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit.

**13.4 Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Professional Liability and Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

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

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

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

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

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

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

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

## **ARTICLE 18 - UNCONTROLLABLE FORCES**

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

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

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

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

## **ARTICLE 20 - MISCELLANEOUS**

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

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

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

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

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

## **ARTICLE 22 - CONTINGENT FEES**

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

## **ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 24 - FUNDING**

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

## **ARTICLE 25 - NOTICE**

**25.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either

delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY**

Ted Selby, County Manager  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 1  
Yulee, Florida 32097

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

David A. Hallman  
Nassau County Attorney  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

**CONSULTANT:**

Michael E. Holcomb  
EltonAlan, Incorporated  
2771-29 Monument Road  
Jacksonville, Florida 32225  
954-610-4682  
Direct No.: 904-891-0360  
Fax: 954-255-0735  
[mike@eltonalan.com](mailto:mike@eltonalan.com)

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

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

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

**Nassau County,  
Board of County Commissioners**

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chair

Date: 4-16-14

ATTEST TO CHAIR  
SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legal  
sufficiency:

  
\_\_\_\_\_  
DAVID A. HALLMAN

[Consultant signature on next page]



ATTEST:

[Signature]  
(Corporate Secretary)

Dale Dubberly  
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

ELTONALAN, INCORPORATED

[Signature]  
Signature of President/Owner

Michael E. Holcomb  
Type/Print Name of President/Owner

Date: 4/14/14

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :  
COUNTY OF Nassau :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dale Dubberly & Mike Holcomb of Elton Alan, Inc. A \_\_\_\_\_ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 14<sup>th</sup> day of April, 2014.

[Signature]  
Signature of Notary Public  
State of Florida at Large

PEGGY B. SNYDER  
Print, Type or Stamp  
Name of Notary Public



PEGGY B SNYDER  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2015  
Commission No. EE 126532

Personally known to me or  
 Produced Identification  
oath.

DID take an oath, or  
 DID NOT take an  
oath.

\_\_\_\_\_  
Type of I.D. Produced

ATTACHMENT "A"  
SCOPE OF SERVICES  
ENGINEERING SERVICES  
FOR  
PROPOSED IMPROVEMENTS FOR CRAWFORD ROAD  
NASSAU COUNTY, FLORIDA  
MARCH 18, 2014

**A. PROJECT DESCRIPTION**

1. The intent of this project is to provide final construction documents and all required permits for the proposed roadway improvements to construct a new 6.5 mile long two lane roadway connecting CR 121 with the existing paved portion of Crawford Road just west of US 301. This project also includes the evaluation of the asphalt and if/as necessary the resurfacing of the approximately 1 mile of the existing paved portion of Crawford Road just west of US 301 and thus the project limits are from CR 121 to US 301.
2. The scope of this project is based on information included in the Request for Qualifications (RFQ) NC13-048\_RFQ\_Crawford Road Design Services provided by the County. These improvements will be provided as two separate phases, each of which having its own set of construction documents with Phase One including the section of Crawford Road from CR 121 to the Old Alabama Trail (Phase I, 1.5 miles) and Phase Two including the section from the Old Alabama Trail to US 301 (Phase 2, 6 miles +/-). This scope includes the following:
  - a) Design a two lane paved roadway to connect CR 121 to the existing paved portion of Crawford Road located west of US 301.
  - b) Provide recommendation and required design for any necessary improvements to the proposed intersection at CR 121 as well as that of US 301.
  - c) Evaluate and if/as necessary provide the design for resurfacing of the approximately 1 mile section of the existing paved portion of Crawford Road located just west of US 301.
  - d) Design drainage collection facilities to adequately serve the proposed project that are permissible through the applicable jurisdictional agencies.

- e) Roadway design shall meet Nassau County Standards as well as the minimum requirements for new construction projects as contained in the Plans and Construction and Maintenance for Streets and Highways, commonly known as the "Florida Green book".
- f) Provide standard survey, geotechnical, biological and ecological investigations typically required to support the design of a roadway project
- g) Provide contract documents, all necessary permits and utility coordination required to successfully bid the project.
- h) Additional services that are not typically required for such a project will be included as limiting amounts in this contract (to be performed as necessary) such as post design services.
- i) Two complete sets of roadway construction documents will be developed for this project - the first to include the westernmost 1.3 miles of the project and the second to include the remaining 5 miles. As a result, all of the scope items listed below that apply to each set of construction documents are included within this project.

## B. PROJECT SCOPE

### Engineering Services

#### 1. Data Collection Services

- a) **Geotechnical** – The Subconsultant shall provide sufficient site and subsurface investigations to supplement any previously collected data in order to provide a detailed evaluation of the subsurface conditions within the project corridor as well as to enable informed design decisions to be made for the proposed construction.
  - i. *Field Exploration* - The proposed exploration for this project will involve geotechnical studies and the collection of subsurface data which will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the AASHTO and the Unified Soil Classification System as follows:
    - Auger Borings will be performed to a depth of six feet on 500 foot spacing along the centerline of proposed construction (52 locations total).
    - 2 Pavement cores on the existing paved section
    - SPT borings will be performed to a depth of twenty feet for every 4<sup>th</sup> hand auger borings and at all culvert crossings alternating left and right of centerline along the proposed centerline of new construction. Sufficient testing will be performed on soils recovered from the borings for classification purposes, corrosion series as well as for a structural recommendation relative to any specific foundation requirements. (17 locations total)

- Limerock Bearing Ratio (LBR) samples will be collected from the existing subgrade soils at a frequency of one sample for every approximately 2,500 foot spacing (12 locations total) along the proposed centerline of new construction and tested to determine the design LBR value.
  - Encountered ground water levels as well as delineation of limits of unsuitable material(s) in both horizontal and vertical directions will be noted on all auger borings. Sufficient testing will also be performed to verify whether the native soils can be used for embankment material.
  - Soil samples for laboratory soil testing will be obtained on a frequency of three samples per stratum per mile. Soil samples for pipe corrosion testing will be also be obtained on an as-needed basis.
  - Sufficient testing will be performed on soils recovered from the borings for classification purposes, corrosion series as well as for a structural recommendation relative to any specific foundation requirements.
- ii. Laboratory Testing* - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Organic Content, Moisture Content, Waterberg Limits, Percent Fines, Consolidation, and LBR testing
- iii. Geotechnical Report* - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results (including past and proposed as applicable) of the exploration and engineering study will be presented in a report containing the following:
- A brief discussion of the planned construction and imposed loading conditions.
  - A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered and seasonal high water tables, etc., as they relate to the planned construction.
  - A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to County Standards.
  - An appendix that contains stratified soil boring profiles, laboratory test data sheets, design LBR calculation/graphs, and other pertinent calculations.
  - Written discussion of the subsurface conditions encountered.

- Evaluation of the subsurface soils and recommendations concerning the suitability of the subsurface soils for support of the planned roadway.
- Recommendations for foundation design parameters for the proposed culverts.
- Evaluation of pond material and the existing subgrade soils for roadway construction.
- Recommendations for the required site preparation and earthwork construction

b) **Survey** – The consultant shall provide survey services within the projects limits as follows:

- i. Establish Horizontal and Vertical Control (state Plane Coordinates)
- ii. Establish Baseline of survey.
- iii. Establish project Benchmarks and Reference Points (every 1000')
- iv. Locate existing section lines and property ties.
- v. Cross Sections & Improvements (cross sections every 300' on average). To extend to TOP of closest rail to the south and Natural Ground to the north. Will get elevations on all pipes/bridges under RR Tracks.
- vi. Survey geotechnical boring locations.
- vii. Survey wetland jurisdictional lines.
- viii. Design Survey within project limits (100 foot corridor) including all above ground features together with drainage structures.
  - i. Survey subsurface (underground) utilities within project limits.
  - ii. Provide survey data by electronic files (Microstation).
  - iii. Provide R/W Maintenance Maps (40 scale).

c) **Traffic Data** – Existing available traffic data will be utilized.

2. Preliminary Engineering / Concept Development The intent of this task is to determine the feasibility and ramifications of proposed roadway improvements. It is intended to review viable alternatives to meet the County's needs and establish design criteria of the project and to analyze those alternatives in a matrix format considering: drainage, utility and environmental impacts, impacts to the adjacent properties and any proposed developments, ROW impacts and construction costs. The Consultant will either present the results and findings of this phase to the Board of County Commissioners or attend the meeting in support of a staff presentation. Elements included in this phase include:

a) **Data Collection** – Consultant shall collect currently available project information and data as follows:

- i. Aerial photography
- ii. Proposed Development Plans from County records
- iii. FEMA, USGS and Wetland Inventory information

- iv. Current Gopher Inventory Data
  - v. All permits secured for the project corridor and surrounding area
  - vi. Utility information – as available from utility companies
- b) **Utility Impact Evaluation** - The Consultant will provide an evaluation of the potential impacts and required relocation or proposed upgrades for utilities within the project limits.
- c) **Traffic Analysis** – The consultant will conduct a traffic analysis to identify project 5-Year and 20-Year traffic volumes along the corridor and at either end, conduct signal warrant analyses, evaluate potential midblock pedestrian crossing(s), conduct a no passing zone analysis and evaluate traffic calming opportunities and determine the appropriate roadway features that may result.
- d) **Drainage Analysis** – The Consultant will prepare a Drainage Study to analyze existing and stormwater facilities along the corridor as follows:
- i. Master Drainage plan (1" = 200') showing existing contours (from County provided LIDAR data) and field verified data for critical areas such as major drainage ways, storm pipes and bridge structures
  - ii. Include as a minimum, drainage calculations for existing and conceptual design conditions using 25 years SCS methodology, an existing drainage map, a conceptual stormwater improvement plan and a determination of conceptual opinion of probable construction costs and a Right-of-Way requirement estimates plan.
  - iii. As part of the study, a pre-application meeting will be conducted with the St. Johns River Water Management District to clarify project criteria, and to identify feasible mitigation and other requirements. Recommendations for accomplishing stormwater treatment will be included in the study.
  - iv. All drainage recommendations and design criteria shall conform to the County Standard Specifications, Details, and Land Development Procedures Manual, and the regulations and policies of jurisdictional permitting agencies. The Conceptual Drainage Design shall identify needs through the downstream to the point of positive discharge.
- e) **Environmental Analysis** - The Consultant will prepare an Environmental Analysis that will include a Wetland, threatened and endangered species desktop inventory, cursory field review and opinion on potential wetland and ecological impacts Based upon these inventories, potential impacts of the project will be identified, and options to mitigate these impacts will be identified based upon the preliminary coordination with the WMD.
- f) **Roadway Analysis** – Based on the recommendations of the Traffic, Drainage and Environmental Studies as well as the utility impact

evaluations, the Consultant shall provide a roadway analysis including design documentation that includes:

- i. Typical section evaluation and determination
- ii. Design speed determinations
- iii. Horizontal alignment
- iv. Intersection improvements (horizontal layout of intersection improvements, including turn lanes and potential signal needs) at CR 121 and if/as needed US 301.
- v. Right-of-way requirements (for all alternatives reviewed)
- vi. Conceptual Maintenance of traffic plans for the recommended alternative
- vii. Conceptual roadway plans showing proposed improvements using aerial photography as a base will be provided documenting the horizontal alignments reviewed.
- viii. An opinion of probable costs for each of the project alternatives will be provided including: construction costs, right of way costs, environmental mitigation and utility relocation costs for each of the potential alternatives.

### 3. Project General Task

- a) **Notice to Proceed Meeting** – The Consultant team shall prepare for and attend one Notice to Proceed Meeting with Nassau County staff.
- b) **Project Status Meetings** – The appropriate members of the Consulting team shall attend up to three progress meetings with the County staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.
- c) **Other Coordination Meetings** – The appropriate members of the Consulting team shall attend other additional meetings with the appropriate agencies with their consultants as appropriate.
- d) **Project Schedule** – The Consultant shall prepare and submit a project schedule for this project identifying major tasks, their duration and tasks relationships. The schedule shall be updated monthly and at other appropriate intervals.
- e) **Invoices/Progress Report** – Invoices shall be prepared in the format prescribed by the County. Progress reports shall be submitted with each monthly invoice.
- f) **Quality Assurance/Quality Control** – The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products prior to submittals to the County.

### 4. Roadway Analysis and Plans

The Consultant will perform the necessary roadway analyses and prepare construction plan sheets, notes and details for a complete set of roadway construction documents to convey the intent and scope of the project for the purposes of construction. The consultant will develop a pavement design based on the existing traffic data currently available (NERPM Model, etc.) and the soil conditions that are present. Included herein are also the analyses, plans and design details necessary for a safe and effective Maintenance of Traffic (MOT) Plan to move vehicular and pedestrian traffic during all phases of construction. The design will be prepared in accordance with the FDOT Green Book and applicable County Standards. This task will also include the preparation of Standard Specifications and Special Provisions.

5. Drainage Analysis

The Consultant will provide services necessary for the analysis and final design of improvements to the existing and any proposed drainage facilities necessary to support the proposed roadway improvements. The Consultant will also account for all off-site drainage currently flowing to the roadway and accommodate for same in the design. All proposed drainage improvements are anticipated to remain within the County right of way. All design work will be in compliance with the FDOT Drainage Manual, County Standards, and the requirements of the regulatory agencies. The consultant's drainage analysis includes the following provisions:

- a) Design of upland cross drain culverts as needed.
- b) Analysis and design for a drainage collection system to serve the proposed roadway improvements.
- c) Final design drawings (signed and sealed by a professional engineer registered in the State of Florida) necessary for the construction of the above described improvements.
- d) Signed and sealed Drainage Design Report to serve as a record set of all drainage computations, both hydrologic and hydraulic.



## 6. Utility Coordination

The Consultant shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts. The Consultant shall initially contact the known private and public utility companies within the project corridor (such as Windstream, Okeefenokee and FPL) or who have definitive plans to locate within the corridor (such as FPU) and obtain plans of their existing or planned facilities (both horizontally and vertically) within the project limits. The consultant shall re-contact these utilities and submit 60% design plans that include all known existing utilities. The consultant shall make a final contact with these utilities to submit 90% plans that show all proposed roadway and drainage improvements. Utility coordination meetings will be held at the 60%, 90% and Final phases of design. The Consultant shall provide a list of utility contacts at the preliminary and final design.

## 7. Signing and Pavement Marking Analyses and Plans

The Consultant will perform the necessary signing and pavement marking analyses (including any school zone related signs, markings, flashing beacons etc.) and prepare construction plan sheets (only at CR 121 Intersection), notes and details for a complete set of signing and pavement marking documents to convey the intent and scope of the project for the purposes of construction.

## 8. Permitting

The Consultant will provide all services (data collection, field surveys, coordination, agency meetings, permit and associated exhibit preparation, etc.) necessary to develop and apply for a permit exemption with the St. Johns River Water Management District pursuant to section 62-330.051 (4)(e) – **Repair, stabilization or paving of existing unpaved roads** and a Nationwide (NWP) 14 through the US Army Corps of Engineers. Ideally the proposed project can be designed and authorized through the NGP and the NWP permitting process, however should the project exceed the thresholds of these authorizations, additional services provided under a future scope of services will be required for the preparation and submittal of either a Standard General or Individual permits through those agencies.

## 9. Construction Cost Estimate

The Consultant will provide three construction cost estimates. The first will be a preliminary cost estimate to be provided at the preliminary concept phase, the second at the 60% submittal and the third will be provided with final plans.

## 10. Bid Phase Services

The Consultant will prepare a bid package including front end documents for the bidding of this project. The consultant will also formally respond to questions

during the bidding phase of the project and prepare a recommendation of the lowest qualified bidder based on the county prepared bid tabulations.

#### **SUPPLEMENTAL (LIMITING AMOUNT) SERVICES:**

Post Design Services The Consultant will provide services necessary to assist the County during the construction phase of this project. The consultant will respond to contractor requests for information, review and approve shop drawings, attend meetings as necessary and revise plans as necessary.

#### **C. PROJECT DELIVERABLES**

Since two complete sets of roadway plans will be developed for this project, up to five draft copies of each set of construction documents and required supporting documents (utility certifications, drainage and permit certifications, QC certifications, design calculations, letters, memos, etc.) will be submitted at the 60%, 90% and final stages of design.

#### **D. PROJECT SCHEDULE**

The consultant will provide all services included within this scope within a 9 month timeframe unless unforeseen permitting complications occur that are beyond our control. A final schedule that includes all milestone dates will be submitted within 30 days of the NTP.

#### **E. COUNTY RESPONSIBILITIES**

1. Documents – The County shall provide access to any available plans, maps and other pertinent information under its control essential to the satisfactory completion of the work indicated herein.
2. Reviews – The County will provide timely reviews of the Consultant's work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the county shall be two weeks, at which time all comments will be forwarded to the Consultant.

#### **F. ASSUMPTIONS**

1. This effort does not include any contamination investigations or analysis. If areas are identified during the design, requiring further analysis, they will be addressed separately.

2. Utility relocation design services are not included in this scope of work. If relocations and/or upgrades are identified as necessary by utility agencies, the relocation design work will be addressed separately.
3. Wetland mitigation and/or threatened and endangered species mitigation efforts and/or designs are not included in this scope of services. If necessary, efforts will be addressed separately.
4. The County will be responsible for all agency permitting and/or application fees. These costs are not part of the Consultant's scope and proposal.

#### **G. COMPENSATION**

Atkins and its subconsultants will perform the scope of Final Engineering Services outlined herein for a lump sum fee of **\$623,376.85**. Additional limiting amount services totaling **\$8,845.68** are also included herein as limiting amounts for a contract total of **\$632,213.53**. A breakdown of the individual task fee amounts are indicated in the detailed Fee Proposal is attached hereto.

**Fee Summary Table**  
**Crawford Road**  
3/11/2014

LUMP SUM SERVICES		Project Team Workload Distribution						
		Totals	EltonAlan	McCranie	Peters & Yaffee	Geomatics / L.D. Bradley	Meskeil & Associates	Peacock Consulting
CONCEPT ANALYSIS - SECTION 1	\$ 17,252.00	\$ 13,069.00	\$ -	\$ 2,423.00	\$ -	\$ -	\$ 1,760.00	
CONCEPT ANALYSIS - SECTION 2	\$ 57,508.00	\$ 49,431.00		\$ 8,077.00			\$ -	
FINAL DESIGN - SECTION 1	\$ 152,059.17	\$ -	\$ 103,090.02	\$ 9,447.41	\$ 17,875.00	\$ 9,766.74	\$ 11,880.00	
FINAL DESIGN - SECTION 2	\$ 396,548.68	\$ 301,608.00	\$ -	\$ 18,710.00	\$ 50,875.00	\$ 25,355.68	\$ -	
<b>LUMP SUM SERVICES TOTAL</b>	<b>\$ 623,367.85</b>	<b>\$ 364,108.00</b>	<b>\$ 103,090.02</b>	<b>\$ 38,657.41</b>	<b>\$ 68,750.00</b>	<b>\$ 35,122.42</b>	<b>\$ 13,640.00</b>	
LIMITING AMOUNT SERVICES		Totals	EltonAlan	McCranie	Peters & Yaffee	Geomatics / L.D. Bradley	Meskeil & Associates	Peacock Consulting
POST DESIGN SERVICES PHASE IIIA	\$ 3,245.68	\$ -	\$ 3,245.68	\$ -	\$ -	\$ -	\$ -	
POST DESIGN SERVICES PHASE IIIB	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>ADDITIONAL SERVICES TOTAL</b>	<b>\$ 8,845.68</b>	<b>\$ 5,600.00</b>	<b>\$ 3,245.68</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>PROJECT TOTALS</b>	<b>\$ 632,213.53</b>	<b>\$ 364,108.00</b>	<b>\$ 106,335.70</b>	<b>\$ 38,657.41</b>	<b>\$ 68,750.00</b>	<b>\$ 35,122.42</b>	<b>\$ 13,640.00</b>	