

CS-13-238

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CONTRACT MANAGEMENT

2014 SEP 30 PM 4: 30

**WORK AUTHORIZATION # CM1831-WA07
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS**

Consultant:	GAI Consultants, Inc.
Contract Number:	CM1831
Contact Name:	Samuel T. Ramirez, PE
Contact Number:	904-363-1110 Ext. 2006
Email:	S.Ramirez@gaiconsultants.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Booster Pump Station Building Foundation			
		CONTRACT OVERVIEW	
Date Submitted	09-16-2014	Total of Previous Authorizations	\$302,795.00
Amount	\$16,400.00	This Work Authorization	\$16,400.00
Scheduled Completion	2 months from NTP	Current Contract Total	\$319,195.00

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 March 21, 2012. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

GAI shall provide structural engineering services to address the foundation settlement of the booster pump station building foundation, in accordance with the Scope of Services attached hereto as Exhibit A.

ARTICLE 2. Time Schedule

GAI anticipates completion of the project with two months from the issuance of the Notice to Proceed.

ARTICLE 3. Budget

GAI shall perform services of the Not-to-Exceed Limited Amount of \$16,400.00.

ARTICLE 4. Other Provisions

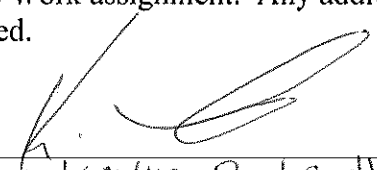
The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

In presenting this Work Authorization, Consultant agrees that:

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COUNTY ENGINEERS
OFFICE
14 OCT - 2 PM 1:08

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 are attached.

AGREED TO BY:

BY: 
Print Name: Kevin R. Leadbetter
Title: Assistant Vice President
Date: 9/26/14

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works Director:


Scott Herring, Director

Contract Management:


Charlotte J. Young, Contract Manager

Office of Management & Budget:


Shanea Jones

County Manager:


Ted Selby

APPROVED by the designee for the BOARD OF COUNTY COMMISSIONERS, the 30th day of October, 2014.

ACCOUNT NO.: 71500535³ - 562002 BPS

CIP project
9/10/14
GAR 12,000
sub 4,400
16,400

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NASSAU COUNTY
ENGINEERING SERVICES
DEPARTMENT
2014 SEP 29 A 10:38

EXHIBIT "A"
SCOPE OF SERVICES
BOOSTER PUMP STATION BUILDING FOUNDATION REHABILITATION
NASSAU COUNTY, FLORIDA

I. BACKGROUND

GAI Consultants, Inc. (GAI) is to provide structural engineering services to address the foundation settlement of the booster pump station building foundation.

II. SCOPE OF SERVICES (Not-to-Exceed Limited Amount)

General Scope:

GAI will review the geotechnical engineer findings and recommendations. Based on the review, GAI will develop a project approach on what option NAU shall take to address the settlement in the booster pump station building foundation.

Task 1: Coordinate work with the Geotechnical Firm (Exhibit B)

1. GAI will coordinate with Universal Engineering Sciences (UES) scope and reports.

Task 2: Review UES's Report

1. GAI will review UES's finding and recommendations.

Task 3: Create a Project Approach

1. GAI will discuss with up three options with NAU on how to mitigate the settlement problem.
2. GAI will provide an opinion cost at planning level on the discussed options. Based on the complexity of the engineering and cost, GAI will make a recommendation.
3. GAI will provide a project approach to NAU for implemented the recommended option.

III. PROJECT SCHEDULE

From the date of the Notice-to-Proceed, GAI anticipates completion of the project within two months

IV. FEE

\$16,400.00 (Not-to-Exceed Limited Amount). Fee includes UES's fee.

2012 Loaded Rates Miscellaneous Engineering Services for NAU, Bid No. NC11-06

Position Title	Billable Rate/Hour	Hr.	Cost
Engineering Director	\$ 200.00	33	\$6,618.50
Senior Engineering Manager	\$ 188.23	20	\$3,764.60
Engineering Manager	\$ 161.69	10	\$1,616.90
Total Lump Sum Fee			\$12,000.00



UNIVERSAL ENGINEERING SCIENCES

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

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

Exhibit B

September 4, 2014

GAI Consultants
1301 Riverplace Boulevard - Suite 900
Jacksonville, Florida 32207

Attention: Mr. Samuel Ramirez, P.E.

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
NAU Repump Station
Amelia Island, Florida
UES Proposal No. 2014J-529

Dear Mr. Ramirez:

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 correspondence with you and during a site meeting on September 3, 2014. It is understood the NAU repump station was constructed in the early 1970's. The facility consists of several pumps housed within a CMU building. Each pump is supported on a pedestal which acts independently of the soil supported floor slab. Some of the pump pedestals have rotated and been temporarily repaired in the past. Additionally, the floor slab shows significant distress in the form of several inches of settlement and differential cracking and settlement. It was noted that the building was in good shape with no significant settlement related cracking noted.

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 construction.

Field Exploration – Based on our understanding of the project information, we propose to perform two (2) Standard Penetration Test (SPT) borings to depths of approximately 30 feet adjacent to the exterior of the building. One of the proposed locations will require the use of our portable tripod equipment for access. We will also perform five cores through the concrete floor and will perform a static cone penetrometer sounding to depths of approximately 6 feet within the interior of the structure. The SPT borings will be sampled continuously in the upper 10 feet

followed by sampling at 5-foot centers to the boring termination depths. The penetrometer borings will be sampled at each change in soil stratum. The concrete coreholes will be patched upon completion.

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 project information.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc.
4. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the structural distress noted at the site.
6. Recommendations for soil and foundation remedial measures at the site.
7. Recommendations for foundation design parameters for a new structure, if warranted.
8. Recommendations for site preparation and earthwork construction

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 \$4,400.00**. 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 to two days, 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 four weeks after authorization to proceed.

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

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

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.



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

SRW/srw



UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

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

PROJECT NAME: NAU Repump Station
PROJECT LOCATION: Amelia Island, Florida
CLIENT NAME: GAI Consultants DATE: September 4, 2014
CLIENT ADDRESS: 1301 Riverplace Boulevard - Suite 900 PHONE NO.: 904-363-1110
Jacksonville, Florida 32207 EMAIL: s.ramirez@gaiconsultants.cc

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 2014J-529 (Attached)

Lump Sum Fee - \$4,400.00

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: September 4, 2014
Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
C. 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 September 4, 2014

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.*, ("UES"), 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 "UES" 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 UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES 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.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES'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 UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

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 UES 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 UES free access to the site. UES 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. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES 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 UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES'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 UES 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 UES 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 UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 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 UES 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.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES 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. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES 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 UES harmless for any and all consequences of disclosures made by UES 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 UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES'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 UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES 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 UES 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 UES has such coverage under public liability and property damage insurance policies which UES 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, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES 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 UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - 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, UES 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, UES may complete such analyses and records as are necessary to complete its 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 UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

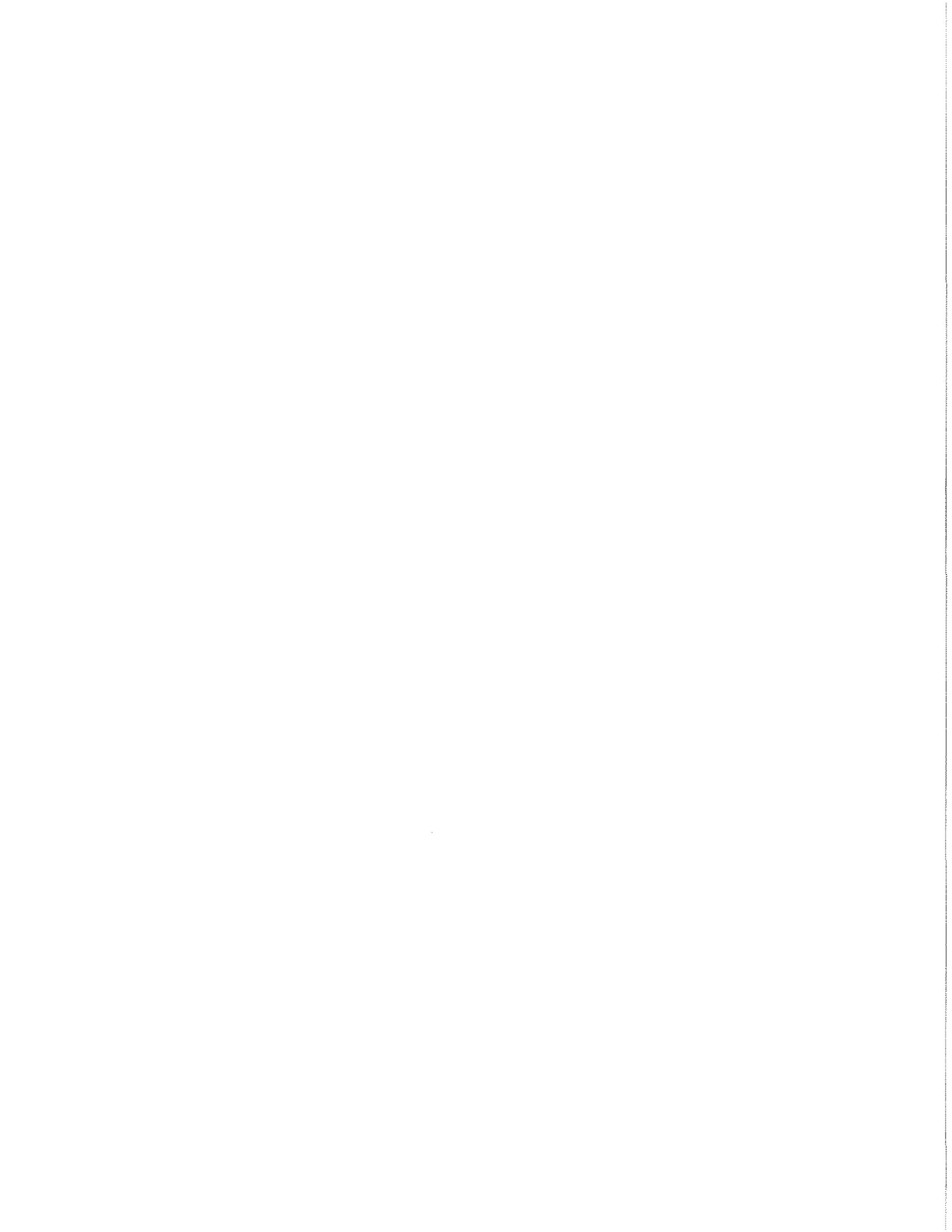
- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

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.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.



NASSAU COUNTY, FL
 CAPITAL IMPROVEMENT PLAN
 FIVE YEAR WORK PROGRAM
 \$50,000 OR GREATER CAPITAL PROJECTS
 PROJECT SUMMARY
 DATE: CIP FY14/15-FY18/19 ADOPTED 9-22-14
 DEPARTMENT: Nassau Amelia Utilities

Project Name: Booster Pump Station Foundation Repair
Project Number: BPS
 initial CIP 9-22-14

Purpose & Justification:

The Booster Pump Station (BPS) was built in 1974. It maintains the water storage and pressures for everyday use, as well as the necessary water and pressure for the fire flows for the south end of the island. The foundation is settling unevenly and creating shifting within the building which will eventually have an effect on the fire pumps, high and low services pumps, electric and generator, all located within the building.

Description & Location:

The foundation needs to be repaired. The cost to repair the foundation is \$100 per the square feet of the building. (56-feet x 36-feet x \$100) = \$208,800
 \$208,800 - Construction
 +\$41,760 - 20% Contingency
 \$250,560
 x 1.08 - Inflation
 \$270,605 - Total

Potential Funding Sources: (Identify Both Initial Project and Recurring Operational Costs)

Revenues

Total Capital Cost Breakdown By Category:

CATEGORY	TOTAL COST
Property Acquisition	\$ -
Construction Costs	225,509
Professional Services	
Furnishings & Equipment	
Contingency & Other	\$ 45,101
TOTAL	\$ 270,610

Total Capital Cost Breakdown By Year:

FISCAL YEAR	TOTAL COST
2014/ 2015	\$ 270,610
2015/ 2016	\$ -
2016/ 2017	\$ -
2017/2018	\$ -
2018/2019	\$ -
TOTAL	\$ 270,610

**CONTINUING CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES
FOR NASSAU AMELIA UTILITY**

THIS AGREEMENT made and entered into this 21st day of March 2012, 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 **GAI Consultants, Inc.** a Pennsylvania Corporation, whose principal office address is located at 618 E. South Street, Suite 700, Orlando, Florida 32801, hereinafter referred to as "Consultant":

WHEREAS, the County requires certain professional services in connection with Nassau Amelia Utility; and

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

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

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

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

ARTICLE 5 - COMPENSATION

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

5.2 Consultant shall prepare and submit to the Nassau Amelia Utility Department, for approval, a monthly invoice for the services rendered under this Agreement. Each invoice shall correspond to a work authorization approved by the County. 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 Work Authorization: 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

GAI Consultants, Inc.
2012 Loaded Rates
Miscellaneous Engineering Services for NAU, Bid No. NC11-016

Position	Employee	Rate	Position Avg Rate	Overhead	Profit	Loaded Rate
Principal	Hartman, Gerry	\$ 102.50	\$ 94.25	(1)	(1)	\$ 250.00
	Clma, Rick	\$ 86.00				
Engineering Director	Leadbetter, Kevin	\$ 70.50	\$ 68.40	(1)	(1)	\$ 200.00
	Schanck, Bob	\$ 68.85				
	Cadman, Jeff	\$ 67.50				
	Ameno, Jay	\$ 66.75				
Senior Engineering Manager	Harios, Larry	\$ 63.65	\$ 62.09	175.61%	10%	\$ 188.23
	Pardee, Janine	\$ 63.20				
	Hoogland, Ron	\$ 63.00				
	Quinlan, Scott	\$ 58.50				
Engineering Manager	Sipe, Wesley	\$ 55.15	\$ 53.33	175.61%	10%	\$ 161.69
	Baxter, Robert	\$ 54.37				
	Kelner, Michael	\$ 50.48				
Lead Engineer	Asiamah, Sylvester	\$ 46.00	\$ 44.54	175.61%	10%	\$ 135.04
	Leyva, Nick	\$ 45.75				
	Korzelius, Michael	\$ 45.00				
	Ramirez, Samuel	\$ 44.30				
	Haugdahl, Keith	\$ 43.75				
	Stearns, Don	\$ 43.50				
	Blum, Jeffrey	\$ 43.50				
Senior Engineer	Farahbakhsh, Farshad	\$ 42.15	\$ 38.91	175.61%	10%	\$ 117.95
	Swisher, Jeff	\$ 41.75				
	Jamieson, Robert	\$ 40.50				
	Igua, Jaime	\$ 38.85				
	Shields, Aimee	\$ 38.85				
	Kuhel, Joseph	\$ 36.75				
	Sisk, Trey	\$ 36.25				
	Thompson, Randal	\$ 36.15				
	Project Engineer	Holmes, Anthony				
Rosenau, Jonathan		\$ 33.65				
Holmes, Steven		\$ 33.25				
Xu, Scott		\$ 30.90				
Bolyard, Matt		\$ 30.25				
Dunn, Jason		\$ 28.40				
Designer	Dillinger, James	\$ 29.72	\$ 28.50	175.61%	10%	\$ 86.40
	Curry, Michael	\$ 28.28				
	Panza, Patrick	\$ 27.50				
Technician	Werner, EJ (Eugene)	\$ 23.00	\$ 21.02	175.61%	10%	\$ 63.73
	Mosely, Jason	\$ 22.20				
	O'Laughlin, Michael	\$ 21.00				
	Curry, Wilmaris	\$ 20.90				
	Rouse-Williams, Sharon	\$ 18.00				
Management Consulting Director/CPA	Hollis, Tara	\$ 67.50	\$ 67.50	(1)	(1)	\$ 200.00
Senior Management Consultant	Isaacs, Tony	\$ 54.00	\$ 54.00	175.61%	10%	\$ 163.71
Management Consultant	Friedman, Dan	\$ 39.71	\$ 39.71	175.61%	10%	\$ 120.39

EXHIBIT "B"

GAI Consultants, Inc.
2012 Loaded Rates
Miscellaneous Engineering Services for NAU, Bid No. NC11-016

Position	Employee	Rate	Position Avg Rate	Overhead	Profit	Loaded Rate
Funding/Technical Specialist	Reuscher, Rachel	\$ 29.00	\$ 27.18	175.61%	10%	\$ 82.41
	Hoisington, Laura	\$ 27.80				
	Hart, Brett	\$ 24.75				
Legal Counsel	Gendzier, Larry	\$ 65.00	\$ 65.00	175.61%	10%	\$ 197.06
Development Director	Lovett, George	\$ 58.00	\$ 58.00	175.61%	10%	\$ 175.84
Lead Planner/AICP	Kelly, Doug	\$ 54.10	\$ 54.10	175.61%	10%	\$ 164.02
Planner	Sprinkel, Clark	\$ 24.00	\$ 24.00	175.61%	10%	\$ 72.76
Lead Utility Coordinator	Murphy, John	\$ 52.00	\$ 52.00	175.61%	10%	\$ 157.65
Landscape Architect	Harrison, Grace	\$ 43.00	\$ 43.00	175.61%	10%	\$ 130.36
Construction Administrator	Hill, Quentin	\$ 43.92	\$ 42.45	175.61%	10%	\$ 128.69
	Hare, Kevin	\$ 43.25				
	Moore, Tom	\$ 40.17				
Construction Inspector	Howell, Sid	\$ 31.00	\$ 31.00	175.61%	10%	\$ 93.98
Lead Surveyor	Lek, Joseph	\$ 49.00	\$ 49.00	175.61%	10%	\$ 148.55
4-person Survey Crew/hour	Durden, Jeff	\$ 27.00	\$ 81.25	175.61%	10%	\$ 246.33
	Miller, Edgar	\$ 21.25				
	Tuggle, Skye	\$ 17.00				
	Stewart, Craig	\$ 16.00				
3-person Survey Crew/hour	Durden, Jeff	\$ 27.00	\$ 60.00	175.61%	10%	\$ 181.90
	Tuggle, Skye	\$ 17.00				
	Stewart, Craig	\$ 16.00				
2-person Survey Crew/hour	Durden, Jeff	\$ 27.00	\$ 43.00	175.61%	10%	\$ 130.36
	Stewart, Craig	\$ 16.00				
Administrative	Murzycki, Deanna	\$ 26.90	\$ 25.37	175.61%	10%	\$ 76.90
	Thompson-King, Amy	\$ 25.50				
	Groetzner, Darlene	\$ 23.70				

Note: (1) Capped.

EXHIBIT "B"