

**AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI)  
SERVICES FOR THE BLACKROCK ROAD IMPROVEMENTS PROJECT  
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 4th day of November 2013, 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 England-Thims & Miller, Inc., a Florida Profit Corporation, whose principle office address is located at 14775 Old St. Augustine Road, Jacksonville, FL 32258, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional Construction Engineering Inspection (CEI) services for the Blackrock Road Improvement Project, herein after referred to as "Project"; 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 engineering services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; 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 professional Construction Engineering Inspection (CEI) services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

## **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 Public Works/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 one (1) year period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and

sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

## **ARTICLE 5 - COMPENSATION**

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

5.2 Consultant shall prepare and submit to the Director of Public Works, 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: 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 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 and made a part hereof or are incorporated by reference and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto Attachment "A";
- 7.3 Fee Schedule attached hereto as Attachment "B";
- 7.4 Request for Qualifications for Engineering Services Continuing Contract, Bid No. NC12-012;
- 7.5 Proposal submitted by Consultant in response to the Request for Qualifications for Engineering Services, Bid No. NC12-012;
- 7.6 Any work authorizations, written amendments, modifications or addenda to this Agreement.

**ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

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

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

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

**ARTICLE 10 - INDEMNIFICATION**

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

**ARTICLE 11 - INDEPENDENT CONTRACTOR**

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used,

but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

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

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

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

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

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

#### **ARTICLE 14 - INSURANCE**

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

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

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

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

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.3 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.

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

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

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



- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

**14.2** Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates

of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

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

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

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

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

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

**16.2 Default by Consultant:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions,

conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

**ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

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

**ARTICLE 18 - UNCONTROLLABLE FORCES**

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

**18.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or

remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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

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

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

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

**20.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall

not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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

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

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

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

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

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

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other

information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**ARTICLE 24 - FUNDING**

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

**ARTICLE 25 - NOTICE**

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

**COUNTY**

Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
904-491-7377  
Fax: 904-321-2658  
cyoung@nassaucountyfl.com

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

**CONSULTANT:**

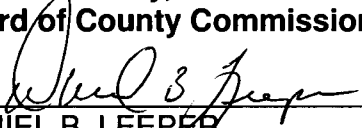
Buckley K. Williams  
England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
904-265-3165  
Fax: 904-646-9485  
Email: Williamsb@etminc.com

**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. Email and facsimile are acceptable notice effective when received, however, notices 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**

  
\_\_\_\_\_  
DANIEL B. LEEPER  
Its: Chair  
Date: 11-4-13

ATTEST TO CHAIR  
SIGNATURE

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

Approved as to form and legal  
sufficiency:

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

MES  
11 06 13

ATTEST:

ENGLAND-THIMS & MILLER, INC

[Signature]  
(Corporate Secretary)

[Signature]  
Signature of President/Owner

ROBERT MIZELL, PE. VP/PRINCIPAL  
Type/Print Name of Corporate Secy.

BUCKLEY K. WILLIAMS, PRINCIPAL VICE PRESIDENT  
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 9/9/13

CORPORATE ACKNOWLEDGEMENT

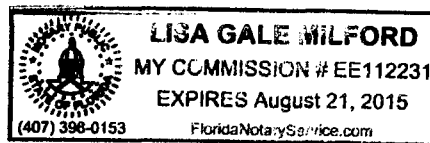
STATE OF Florida :  
  :SS  
COUNTY OF Duval :

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 ✓, of England Thims & Miller Inc A S 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 9<sup>th</sup> day of September, 2013.

Lisa Dale Milford  
Signature of Notary Public  
State of Florida at Large

Lisa Dale Milford  
Print, Type or Stamp  
Name of Notary Public



- Personally known to me or  
 Produced Identification

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

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



**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES**

**FOR**

**Project Description: Blackrock Road – GRS-IBS & FDR Resurfacing**

**Project No.: NC13-035**

**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

**2.0 SCOPE:**

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Contract Documents. The projects for which the services are required are:

Descriptions: Blackrock Road Improvements  
County: Nassau

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.

Other projects developing within geographical area of Nassau County may be added at the County's discretion.

**3.0 LENGTH OF SERVICE:**

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by County.

For estimating purposes, the Consultant will be allowed an accumulation of fourteen (14) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and forty-five (45) calendar days to demobilize after final acceptance of the last Contract.

**4.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:**

The County, on as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

**5.0 ITEMS FURNISHED BY THE CONSULTANT:**

**5.1 Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

**5.2 Field Equipment:**

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Field office equipment shall be maintained and in operational condition at all times.

**6.0 LIAISON:**

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

**7.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all supplements thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews.

**8.0 REQUIREMENTS:**

**8.1 General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

NC13-035, Blackrock Road – GRS-IBS & Mill/Resurface Improvements

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

**8.2 On-site Inspection:**

The Consultant shall monitor only the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

**8.3 Sampling and Testing:**

The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance including Asphalt Plant Verification testing.

The Consultant will perform inspection and sampling of materials and components at locations remote from the vicinity of the project and the Consultant will perform testing of materials normally done in a laboratory remote from the project site, as required.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested in an approved laboratory.

The Consultant will input verification testing information and data into the Consultant's database.

**8.4 Engineering Services:**

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- a. Provide pre-construction consultation of bidding documents and bid analysis for specialty services related to Full Depth Reclamation specifications.
- b. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. Provide at least one Inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".
- c. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- d. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- e. Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- f. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the County to make timely payment to the Contractor.

- g. Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release.
- h. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

**9.0 PERSONNEL:**

**9.1 General Requirements:**

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

**9.2 Personnel Qualifications:**

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Personnel changes will require written approval from County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

**9.3 Staffing:**

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working.

**10.0 Offer of Final Payment:**

Consultant shall make a pre-final inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been fully completed in

NC13-035, Blackrock Road – GRS-IBS & Mill/Resurface Improvements

substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations there under so that the Consultant may recommend approval, in writing, of final payment to the contractor.

**11.0 INVOICING:**

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County.

**12.0 OTHER SERVICES:**

Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with this Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

**13.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

**14.0 OTHER CONSIDERATIONS:**

- a. Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.
- b. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications and design concepts.
- c. Continuous inspections by Consultant's employees do not mean that Consultant is observing placement of all materials.

NC13-035, Blackrock Road – GRS-IBS & Mill/Resurface Improvements

- d. Full-time inspection means that an employee of Consultant has been assigned for 40 hours per week.
- e. A certification that the project was built according to the plans, specifications and relevant portions of the contract documents.
- f. Coordination with the FDOT in the field and responsibility for close out package submittal to FDOT and one original copy of same to Nassau County.
- g. Perform as the contract administrator and collect RFI's and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
- h. Recommendation and preparation of any field changes and cost analysis and concurrence with contractor prices.
- i. Recommendation of all change orders (including weather days) and analysis and concurrence with contractor prices proposed.
- j. Bi-weekly status reports, field meetings, etc.
- k. Analysis of the QC plan for compliance (coordinate with EOR as applicable)
- l. Submittal of shop drawings to EOR and County as applicable.
- m. Keep daily reports and provide to County as necessary.
- n. Review submittals, (schedule of values, project schedules)
- o. Review of As-builts for needed corrections.
- p. Ensure the contractor is doing proper MOT, NPDES and other required reporting.
- q. Conduct pre-con meeting.
- r. Work with County and/or FDOT when appropriate to schedule and conduct inspection at substantial and Final Completion.
- s. Review and approve each pay request by Contractor (quantities and dollars) and confirm or deny for payment.
- t. Conduct a pre-pave meeting.
- u. Prepare notes and summaries of all meetings.
- v. Know the Contract and represent the County in the execution thereof.
- w. Collect and retain all asphalt, concrete and limerock "tickets"



NC13-035, Blackrock Road – GRS-IBS & Mill/Resurface Improvements

- x. Ensure testing is done per the contract documents. Collect and retain all test results and inform County of any issues.
- y. Inform the County when approaching plan quantities so as to not overrun pay items.

**15.0 SERVICES EXCLUDED:**

The consultant shall not be responsible for the following services:

- Performance of any materials testing services, with the exception of asphalt plant verification testing as necessary,
- Review of MBE participation,
- Management of project through warranty period/claims,
- Geotechnical services or investigations (including underdrain evaluations),
- Engineering design services,
- OSHA or other Regulatory Safety Inspections,
- Survey or Construction Stakeout,
- Permitting or permit fees,
- Asbuilt Survey and Certifications.
- Off-site inspections

Consultant CEI: England-Thims & Miller, Inc.							
Project Name: Blackrock Road - Roadway Resurfacing/Full Depth Reclamation/GRS-IBS							
Financial Project No(s): NC13-035							
	2013 Hours	2013 Rates	2013 Labor	2014 Hours	2014 Rates	2014 Labor	Direct Labor
Senior Project Engineer ETM	98.4	\$189.82	\$18,678.29	213.2	\$189.82	\$40,469.62	\$59,147.91
Project Administrator ETM	172.2	\$135.71	\$23,369.26	385.4	\$135.71	\$52,302.63	\$75,671.90
Senior Bridge Inspector ETM	246	\$93.46	\$22,991.16	41	\$93.46	\$3,831.86	\$26,823.02
Senior Roadway Inspector ETM	246	\$84.07	\$20,681.22	984	\$84.07	\$82,724.88	\$103,406.10
Chief Inspector (FDR) - EIG *	164	\$110.00	\$18,040.00	0	\$110.00	\$0.00	\$18,040.00
Construction Supervisor (FDR) - EIG **	24.6	\$140.00	\$3,444.00	57.4	\$140.00	\$8,036.00	\$11,480.00
Sub-Total	951.2			1681			\$294,568.93

Total Hours 2632.2      Total Direct Labor \$294,568.93

Straight Overtime @ 10%	Direct Labor	\$14,826.91
	Subtotal	\$309,395.84
	Premium Overtime	\$7,413.46
	Subtotal	\$316,809.30

**TOTAL MAXIMUM LIMITING AMOUNT** \$316,809.30

### CEI Consultant Estimated Staffing for Man-Hours

Consultant CEI: England-Thims & Miller, Inc.  
 Project Name: Blackrock Road - Roadway Resurfacing/Full Depth Reclamation/GRS-IBS  
 Financial Project No(s): NC13-035  
 ETM Project No(s): 12-136-99

Month	Year	2013												TOTAL	2014												TOTAL	PROJECT TOTAL MAN MONTHS	PROJECT TOTAL MAN HOURS							
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC										
Project Staff														2013													2014									
Blackrock Road - Resurfacing - FDR - GRB-IBS															C	C	C	C	C	C/SC	SC															
Senior Project Engineer ETM														0.6	0.20	0.20	0.20	0.20	0.20	0.20	0.10													1.3	1.9	311.8
Project Administrator ETM														1.05	0.20	0.35	0.35	0.35	0.35	0.30	0.30													2.35	3.4	557.6
Senior Bridge Inspector ETM														1.5	0.25																			0.25	1.25	267
Senior Roadway Inspector ETM														1.5	1.00	1.00	1.00	1.00	1.00	0.50	0.50													6	7.6	1230
Chief Inspector (FDR) - EIG *														1																				0	1	164
Construction Supervisor (FDR) - EIG **														0.15	0.05	0.05	0.05	0.05	0.05	0.05	0.05													0.35	0.5	82
3 Man Survey Crew ANGAS																																				
Sub-Total																												16.05	2032.2							

Award Date: September 2013  
 Start Construction: November 2013  
 Contract Duration: 257 Days = 7 Pre-Construction, 190 Construction, 60 Close-out  
 Completion: October 2013

- \* FDR Chief Inspector (Howard Lawson) - Attendance at Pre-Con meetings and assignment to FDR inspection
- \*\* FDR Construction Supervisor (Chris Evers) - Analysis to insure Full Depth Reclamation technology is being effectively utilized, Pre-Con meetings, review of Contractor QC Plan, review of FDR mix designs and consultation during construction, etc.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CC

DATE (MM/DD/YYYY)

08/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Harden & Associates, Inc. 501 Riverside Ave. Suite 1000 Jacksonville, FL 32202 Michael Ammiano	Phone: 904-354-3785 Fax: 904-634-1302	<b>CONTACT NAME:</b> Cara Levine <b>PHONE (A/C, No, Ext):</b> 904-421-5395 <b>E-MAIL ADDRESS:</b> clevine@hardeninsight.com <b>PRODUCER CUSTOMER ID #:</b> ENGLA-1	<b>FAX (A/C, No):</b> 904-446-4371																				
	<b>INSURED</b> England, Thims & Miller, Inc. Robert M. Angas Assoc., Inc. EMM Properties, LLC 14775 Old St. Augustine Rd. Jacksonville, FL 32258		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>National Fire Insurance Co.</td> <td>20478</td> </tr> <tr> <td>INSURER B :</td> <td>Transportation Insurance Co.</td> <td>20494</td> </tr> <tr> <td>INSURER C :</td> <td>Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D :</td> <td>Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Fire Insurance Co.	20478	INSURER B :	Transportation Insurance Co.	20494	INSURER C :	Phoenix Insurance Company	25623	INSURER D :	Continental Casualty Co.	20443	INSURER E :			INSURER F :	
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INSURER F :																							

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			2087980816	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							MED EXP (Any one person)	\$ 15,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Emp Ben	\$ 1,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2087980833	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0			2087980847	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
									\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	N/A	PDTBN-UB-3128P53-3-13	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
D	<b>Professional Liab</b>			AEH113771078	01/01/2013	01/01/2014	Per Claim	10,000,000	
				KNOWLEDGE DATE 01/01/04			Aggregate	10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  PROOF02  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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