

**AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE LOOP ROAD – PHASE IV CONSTRUCTION PROJECT COMMERCE BLVD./A1A INTERSECTION IMPROVEMENTS & SIGNALIZATION NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 13th day of January 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 CDM Smith Inc., a Foreign Profit Corporation, whose principle office address is located at One Cambridge Place, 50 Hampshire Street, Cambridge, MA 02139, whose local office is located at 7029-1 Commonwealth Avenue, Jacksonville, FL 32220, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional Construction Engineering Inspection (CEI) services for the Loop Road – Phase IV Construction Project; and

WHEREAS, the Loop Road – Phase IV Project has been divided into two separate projects, the Commerce Blvd./A1A Intersection Improvements and Signalization Project, which is funded under a Reimbursement Agreement with the Florida Department of Transportation (FDOT), Financial Project ID 434015-1-58-01 and the remainder of the Loop Road – Phase IV Project shall be constructed under a Public Private Partnership (P3) Agreement with Villages of Amelia, LLC.; and

WHEREAS, this agreement shall be for CEI services for Commerce Blvd./A1A Intersection Improvements and Signalization Project; said services are

more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; and

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, 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 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 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:**

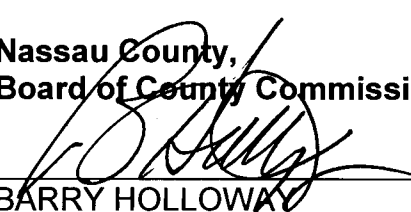
Virgil E. Rook, Senior Project Engineer  
CDM Smith Inc.  
7029-1 Commonwealth Avenue  
Jacksonville, FL 32220  
407-468-6240  
rookve@cdmsmith.com

**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.

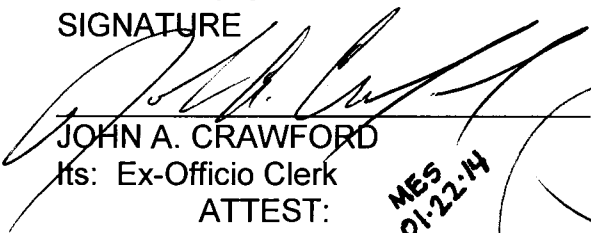
**25.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

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**

  
\_\_\_\_\_  
BARRY HOLLOWAY  
Its: Chair  
Date: 1-13-14

ATTEST TO CHAIR  
SIGNATURE

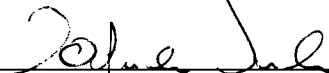
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
ATTEST:

Approved as to form and legal  
sufficiency:

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

[COMPANY NAME]

  
\_\_\_\_\_  
ASSISTANT (Corporate Secretary)

  
\_\_\_\_\_  
Signature of ~~President/Owner~~ VICE PRESIDENT

MARIO J. MARCACCIO  
Type/Print Name of Corporate Secy.  
↳ ASSISTANT

PATRICK VICTOR  
Type/Print Name of ~~President/Owner~~ VICE PRESIDENT

(CORPORATE SEAL)

Date: 1-16-2014

**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 PATRICK VICTOR, of, CDM SMITH INC.



A MASSACHUSETTS 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 16th day of JANUARY, 2014.

Cheryl A. Gulotto

Signature of Notary Public  
State of Florida at Large

\_\_\_\_\_  
Print, Type or Stamp  
Name of Notary Public



CHERYL A. GULOTTO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE098258  
Expires 7/24/2015

- Personally known to me or  
 Produced Identification

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

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



7029-1 Commonwealth Avenue  
Jacksonville, FL 32220  
Tel: 904-781-8131

December 23, 2013

Mr. Jonathan Page, P.E.  
Engineer III  
Engineering Services Department  
Nassau County Florida  
96161 Nassau Place  
Yulee, FL 32097

Re: Loop Road - Phase IV CEI Services - (NC13-006)  
Scope and Fee Proposal - FDOT Project - Bid No. NC13-051  
Commerce Blvd/A1A Intersection Improvements and Signalization

Dear Mr. Page,

CDM Smith respectfully submits this Scope and Fee Proposal to provide Nassau County with CEI inspection services for the referenced project in the amount of \$ 97,591.94. We have attached to this letter the Scope of Services and Fee Proposal, based on our understanding of the County's present needs and information provided by the County. Compensation will be via contract billing rates for hours authorized by the County and all unused funds will belong to Nassau County.

Again, we look forward to providing the County with quality support. Thank you for your confidence in CDM Smith.

Sincerely,  
CDM Smith

A handwritten signature in cursive script, appearing to read "Virgil E. Rook".

Virgil E. Rook, P.E.  
Vice President

Attachments: Scope of Services  
Fee Proposal





Loop Road Phase IV  
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## **Scope of Services**

### Construction Engineering and Inspection

Loop Road Phase IV – Commerce Blvd/A1A Intersection  
Improvements and Signalization – Bid No. NC13-051

#### **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 project(s) listed below.

#### **Scope:**

The Consultant shall be responsible for providing services as defined in this Scope of Services, for Nassau County and FDOT manuals, and/or procedures.

The project(s) for which the services are required is:

Description(s): **Loop Road Phase IV (FDOT Project)**

County: **Nassau**

Services provided by the Consultant shall comply with County and applicable FDOT manuals, procedures, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

Other projects developing within the geographical area of Nassau County may be added at the County's discretion. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

#### **Length of Services:**

The Consultant's services shall begin upon written notification to proceed by Nassau County.

For estimating purposes, CDM Smith, Inc. will be allowed an accumulation of seven (7) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and thirty (30) calendar days to demobilize after final acceptance of the Contract.





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December 23, 2013  
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**Requirements:**

**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 and provide Certification of same.

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.

Consultant shall verify that all testing and certifications required by FDOT for final acceptance of the signals and other work in the FDOT right-of-way is completed per the plans, specifications and FDOT requirements. Consultant shall coordinate the efforts of the EOR, Contractor and County Construction Manager to provide timely acceptance of the improvements from FDOT on behalf of Nassau County in accordance with the County contract documents and of the FDOT Standard Specifications for Road and Bridge Construction, 2010.

Consultant shall provide certified inspectors, as required to meet the requirements of the FDOT Standard Specifications for Road and Bridge Construction and Consultant shall confirm that proper inspection sheets, equipment, materials and hardware meet FDOT specifications and are listed on the Qualified Products List and provide appropriate reports and forms to the Engineer of Record.

The Consultant shall advise the County Construction 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.

**On-site Inspection:**

The Consultant shall monitor 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 will monitor all off-site activities and fabrication as applicable. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.





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### **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.

### **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:





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- 1) Schedule and attend, after the Notice to Proceed, a pre-service conference for the project in accordance with County's procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.
- 2) The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) calendar days.
- 3) The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) calendar days.
- 4) Attend Pre-Bid meeting for the Project. The Consultant shall provide appropriate staff to attend and participate in the meeting.
- 5) Schedule and conduct the pre-construction conference and produce minutes from same. Confirm the County has all required submittals and facilitate the Notice to Proceed to the Contractor.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into the County System. This will require familiarity with the documents and guidelines, which will be provided by the County. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

The Consultant shall schedule and conduct a meeting with the County Construction Manager after the Notice to Proceed and another meeting prior to project final acceptance. The purpose of the meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention and MOT measures associated with the project as well as adherence to any special conditions of any permits. Consultant shall immediately notify the Contractor and the County should the Contractor not comply with permit conditions, NPDES reporting requirements or should the Contractor fail to maintain MOT devices appropriately.







December 23, 2013 CEI Services Loop Road - Phase 4 - FDOT Intersection Project Commerce Blvd/AIA Intersection Improvements & Signals CDM Smith Inc.				
Employee Classification	OT	Man-hours	Billing Rate	Cost
	Allowed			
Sr. Project Engineer	N	23.00	\$ 167.02	\$ 3,841.46
Sr. Inspector	Y	908.00	\$ 92.25	\$ 83,763.00
Inspector - (as needed)	Y	43.00	\$ 65.92	\$ 2,834.56
Administrative Assistant	N	58.00	\$ 45.74	\$ 2,652.92
Lab Testing - VT (Estimated)				\$ 4,500.00
<b>TOTAL LIMITING AMOUNT</b>				<b>\$ 97,591.94</b>

1. Consultant must obtain written approval from the County prior to working overtime on any Project.
2. Overtime will only be allowed for Sr. Inspector and/or Inspector positions, as approved in writing by the County.
3. Limiting Amount Task. All excess, unused funds are the County's.