

**WORK AUTHORIZATION # CM1583-WA07  
NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RFQ/BID NO. NC10-002**

<b>Consultant:</b>	England-Thims & Miller, Inc.
<b>Contract Number:</b>	CM1583
<b>Contact Name:</b>	Buckley Williams, P.E.
<b>Contact Number:</b>	904-642-8990
<b>Email:</b>	WilliamsB@etminc.com

<b>CURRENT WORK AUTHORIZATION</b>			
<b>Project Short Title: CEI Services – Lem Turner Road at Spring Lake Drive Intersection Improvements</b>			
		<b>CONTRACT OVERVIEW</b>	
<b>Date Submitted</b>	01/20/11	<b>Total of Previous Authorizations</b>	\$304,202.01
<b>Amount</b>	\$77,335.58	<b>This Work Authorization</b>	\$77,335.58
<b>Scheduled Completion</b>	See below	<b>Current Contract Total</b>	\$381,537.59

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Construction Engineering Inspection (CEI) Services for Nassau County, Florida, dated June 28, 2010. The services to be provided under this Work Authorization are as follows:

**ARTICLE 1. Services Described as:**

England-Thims & Miller, Inc. shall provide CEI services in accordance with the scope of services, attached hereto as Exhibit "A", for the Lem Turner Road at Spring Lake Drive Intersection Improvements Project.

**ARTICLE 2. Time Schedule**

England-Thims & Miller, Inc. shall begin upon written notification to proceed by the 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 thirty (30) calendar days to demobilize after final acceptance of the last Contract.

**ARTICLE 3. Budget**

Budget is a limited amount based on time and material charges, as shown on the England-Thims & Miller, Inc. Fee Schedule Estimate, attached hereto as Exhibit "B", as follows:

Total Direct Labor	\$72,339.32
Straight Overtime	\$ 3,330.84
Premium Overtime	\$ <u>1,665.42</u>

Total Maximum Limiting Amount: \$77,335.58


Article 4. Other Provisions

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

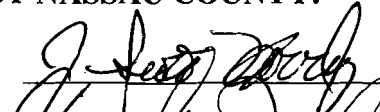
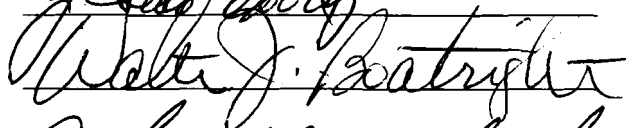
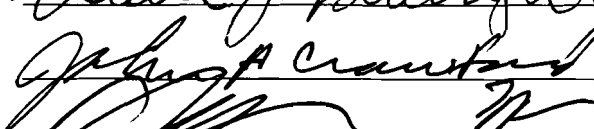

In presenting this Work Authorization, Consultant agrees that:

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

AGREED TO BY:

BY:   
Print Name: Buckley K. Williams, CCCA  
Title: Vice President / Principal  
Date: January 21, 2011

**RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

Public Works Director:   
Board of County Commissioners, Chair:   
Ex-Officio Clerk:   
County Attorney: 

APPROVED by the BOARD OF COUNTY COMMISSIONERS, the 9th day of February, 2011

*EJK 2/9/11* *JS 2/15/11*

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES**

**FOR**

**Project Description: Lem Turner at Spring Lake Drive**

**Project No.: NC10-027**

**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: Lem Turner at Spring Lake Drive Intersection 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 thirty (30) 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.

NC10-027, Lem Turner at Spring Lake Drive Intersection 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 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.

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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. 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".
- B. 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.
- C. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- D. 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.
- E. 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.
- F. 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.

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- G. 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 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.



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**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.
- D. Full-time inspection means that an employee of Consultant has been assigned for 40 hours per week.

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- H. A certification that the project was built according to the plans, specifications and relevant portions of the contract documents.
- I. All time material and manpower necessary to certify the work. IMSA inspector or others as required.
- J. 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.
- K. 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.
- L. Recommendation and preparation of any field changes and cost analysis and concurrence with contractor prices.
- M. Recommendation of all change orders (including weather days) and analysis and concurrence with contractor prices proposed.
- N. Bi-weekly status reports, field meetings, etc.
- O. Analysis of the QC plan for compliance (coordinate with EOR as applicable)
- P. Submittal of shop drawings to EOR and County as applicable.
- Q. Keep daily reports and provide to County as necessary.
- R. Review submittals, (schedule of values, project schedules)
- S. Review of As-builts for needed corrections.
- T. Ensure the contractor is doing proper MOT, NPDES and other required reporting.
- U. Conduct pre-con meeting.
- V. Work with county and/or FDOT when appropriate to schedule and conduct inspection at substantial and Final Completion.
- W. Review and approve each pay request by Contractor (quantities and dollars) and confirm or deny for payment.
- X. Conduct a pre-pave meeting.
- Y. Prepare notes and summaries of all meetings.
- Z. Know the Contract and represent the County in the execution thereof.
- AA. Collect and retain all asphalt, concrete and limerock "tickets"

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BB. Ensure testing is done per the contract documents. Collect and retain all test results and inform County of any issues.

CC. 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 materials testing with the exception of asphalt plant verification testing, 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 and Asbuilt Survey and Certifications.

Consultant CEI: England-Thims & Miller, Inc.  
 Project Name: Lem Turner at Spring Lake Drive  
 Financial Project No(s): NC10-027

	2011 Hours	2011 Rates	2011 Labor	2012 Hours	2012 Rates	2012 Labor	Direct Labor
Senior Project Engineer ETM	77.08	\$157.06	\$12,106.18	0	\$157.06	\$0.00	\$12,106.18
Project Administrator ETM	218.12	\$123.44	\$26,924.73	0	\$123.44	\$0.00	\$26,924.73
Contract Support Specialist ETM	0	\$89.88	\$0.00	0	\$89.88	\$0.00	\$0.00
Administrative Support ETM	0	\$54.59	\$0.00	0	\$54.59	\$0.00	\$0.00
Senior Inspector ETM	410	\$81.24	\$33,308.40	0	\$81.24	\$0.00	\$33,308.40
Inspector ETM	0	\$67.38	\$0.00	0	\$67.38	\$0.00	\$0.00
Inspector ETM	0	\$67.38	\$0.00	0	\$67.38	\$0.00	\$0.00
3 Man Survey Crew ANGAS	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00
Sub-Total	705.2		\$72,339.32	0		\$0.00	\$72,339.32

Total Hours 705.2 Total Direct Labor \$72,339.32

Straight Overtime @ 10% Direct Labor \$3,330.84  
 Subtotal \$75,670.16  
 Premium Overtime \$1,665.42  
 Subtotal \$77,335.58

**TOTAL MAXIMUM LIMITING AMOUNT \$77,335.58**

## CEI Consultant Estimated Staffing for Man-Hours

**Consultant CEI:**  
**Project Name:**  
**Financial Project No(s):**

**England-Thims & Miller, Inc.**  
**Lem Turner at Spring Lake Drive**  
**NC10-027**

Project Startup/Closeout

Acquisition Period:

Month	Year	2011												TOTAL	2012							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							
Project Staff															2011										2012			
Lem Turner at Spring Lake Drive			c	c	c	c																				0	0.47	77.08
Senior Project Engineer ETM		0.05	0.08	0.08	0.08	0.08	0.10								0.47											0	1.33	218.12
Project Administrator ETM		0.18	0.25	0.25	0.25	0.25	0.15								1.33											0	0	0
Contract Support Specialist ETM															0											0	0	0
Administrative Support ETM															0											0	0	0
Senior Inspector ETM		0.10	0.55	0.60	0.60	0.55	0.10								2.5											0	2.5	410
Inspector ETM															0											0	0	0
Inspector ETM															0											0	0	0
3 Man Survey Crew ANGAS															0													
Sub-Total																									4.3	705.2		

Award Date            December 2010  
 Start Construction    January 2011  
 Contract Duration    176 Days = 7 Pre-Construction, 124 Construction, 45 Close-out  
 Completion            ~~October 2010~~ TBD