

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

THIS AGREEMENT made and entered into this 22nd day of August 2011, 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 Peters and Yaffee, Inc., a Florida Profit Corporation, whose principle office address is located at 1225 West Beaver Street, Suite 104, Jacksonville, Florida 32204, hereinafter referred to as "Consultant":

WHEREAS, the County intends to proceed with construction for the milling, resurfacing, widening and intersection improvements for Blackrock Road from SR A1A to Heron Isles Parkway, Nassau County, Florida; and

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

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

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

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Engineering Services, under the supervision of the County Coordinator 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 two (2) year period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant a lump sum fee of \$417,681.22 to perform the scope of services, as referenced in Article 2.

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

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

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - DOCUMENTS

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

- 7.1** This Agreement;
- 7.2** The Scope of Services and Fee Schedule, attached hereto as Exhibit "A";
- 7.3** Any written amendments, modifications or Addenda to this Agreement.
- 7.4** Proposal submitted by Consultant in response to the Request for Qualifications for Blackrock Road Design Services, Bid No. NC10-044.

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

10.1 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. The Consultant shall not indemnify or hold harmless the County for any negligence of the County, its employees, officers, directors, or agents.

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 thirty (30) 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 thirty (30) 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 thirty (30) days' written notice of cancellation and/or restriction.

14.1.4 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.

14.1.5 Additional Insured. County is to be specifically included as an additional insured.

14.1.6 Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with thirty (30) 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 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

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

CONSULTANT:

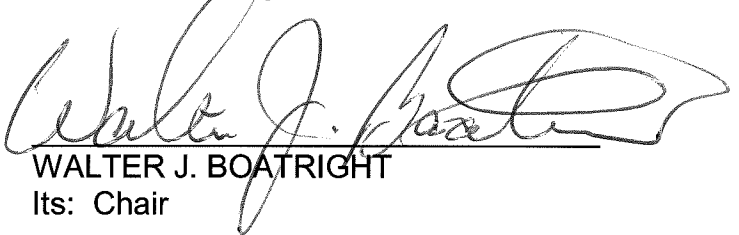
Peters and Yaffee, Inc.
1225 W. Beaver Street, Suite 104
Jacksonville, Florida 32204

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

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

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

**Nassau County,
Board of County Commissioners**


WALTER J. BOATRIGHT
Its: Chair

Date: August 22, 2011

ATTEST TO CHAIR
SIGNATURE


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

EMK
8/22/11 *AK*
8/23/11

Approved as to form and legal
Sufficiency:


DAVID A. HALLMAN

[Consultant signature on next page]

ATTEST:

PETERS AND YAFFEE, INC.

Russell Yaffee
(Corporate Secretary)

[Signature]
Signature of President/Owner

Russell YAFFEE
Type/Print Name of Corporate Secy.

Dow W. PETERS III
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 9/22/2011

CORPORATE ACKNOWLEDGEMENT

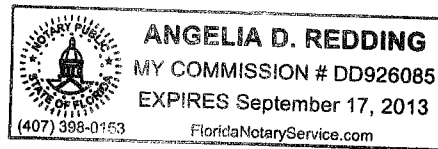
STATE OF Florida :
:SS
COUNTY OF Duval :

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 Dow W. Peters III, of, Peters and Yaffee, Inc A Sub 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 22nd day of August, 2011.

Angelia D. Redding
Signature of Notary Public
State of Florida at Large

Angelia D. Redding
Print, Type or Stamp
Name of Notary Public



Personally known to me or
 Produced Identification

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

Type of I.D. Produced

EXHIBIT A
SCOPE OF SERVICES
ENGINEERING SERVICES
FOR

Proposed Improvements for Blackrock Road

NASSAU COUNTY, FLORIDA

July 12, 2011

A. PROJECT DESCRIPTION

1. The intent of this project is to provide final construction documents and all required permits for the proposed roadway improvements for Blackrock Road which is a two lane rural north/south roadway that begins at SR 200/A1A and traverses north to Blackrock Hammock Road in Nassau County.
2. The project limits are from SR A1A to Heron Isles Parkway, Nassau County, Florida with a project length of approximately 2.0 miles.
3. The scope of this project is based on recommendations included in the Request for Qualifications (RFQ) for the Blackrock Road Design Services Dated January, 27, 2011 provided to the Consultant by the County. These improvements include the following:
 - a. Design the widening of Blackrock Road from 18' of existing pavement to 24' with 5' paved shoulders and driveway aprons.
 - b. Design of a left turn lane from Blackrock Road north onto Heron Isles Parkway, utilizing a west side widening approach.
 - c. Examine the need/possibility of providing a left turn lane into Blackrock Hammock Drive.
 - d. Widening design of the existing bridge at Lanceford Creek, as required, to meet the proposed typical section. Provide for crashworthy obstacles and improved pavement cross slopes.
 - e. Provide paved aprons for non-paved public side streets.
 - f. Provide for continuous sidewalk connections within project limits.

B. PROJECT SCOPE

1. Data Collection

- a. *Geotechnical* – These services include auger borings performed to 6-foot depths at 500-foot intervals along the roadway, 2 Standard Penetration Test (SPT) borings performed at the culvert crossing, and 10 pavement cores obtained at 1,000-foot intervals in pavement improvement areas. As shown in the separate estimated fee sheet for the pavement coring operations, right of way permits and MOT will be required to facilitate a lane closure for this work. Laboratory classification and index property tests will be performed as necessary on selected soil and pavement core samples obtained at the test locations. An engineering report will be prepared that will include a review of available project information, a discussion and results of the conducted field and laboratory services, a discussion of site and subsurface conditions, recommendations for pavement milling depth, and resurfacing and recommendations for remediation of any distressed pavement.
- b. *Survey* – The consultant shall provide survey services within the projects limits as follows:
 - i. Establish Horizontal and Vertical Control.
 - ii. Establish Baseline of survey.
 - iii. Establish project Benchmarks and Reference Points.
 - iv. Locate existing right-of-way lines.
 - v. Topography for 50' roadway intervals and 100' intervals to 10' outside of right-of-way.
 - vi. Survey 1500 linear feet of special ditch survey parallel to the existing railroad tracks.
 - vii. Survey geotechnical boring locations.
 - viii. Survey wetland jurisdictional lines.
 - ix. Design Survey within project limits, right-of-way line to right-of-way line, including all above ground features together with drainage structures.
 - x. Survey subsurface (underground) utilities within project limits to include VVH locations.
 - xi. Provide survey data by electronic files.

xii. Two supplemental survey days included for unforeseen conditions.

c. *Traffic Data* – Traffic data from the Transportation Impact Fee Study will be utilized. Additionally, turning movement counts will be required for the left turn analysis at Blackrock Hammock Drive. AM Peak Period (7:00 AM to 9:00 AM) and PM Peak Period (4:00 PM to 6:00 PM) will be performed at the intersection of Blackrock Road and Blackrock Hammock Drive.

2. Project General Tasks

a. *Notice to Proceed Meeting* – The Consultant team shall prepare for and attend one Notice to Proceed Meeting with Nassau County staff.

b. *Project Status Meetings* – The appropriate members of the Consulting team shall attend up to five progress meetings with the County staff to discuss project progress and status, upcoming events and activities. The purpose of these meetings is to maintain clear communication between the County and the Project Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings.

c. *Other Coordination Meetings* – The appropriate members of the Consulting team shall attend other additional meetings with the appropriate using agencies with their consultants as appropriate.

d. *Project Schedule* – The Consultant shall prepare and submit a project schedule for this project identifying major tasks, their duration and tasks relationships. The schedule shall be updated monthly and at other appropriate intervals. A preliminary schedule is attached.

e. *Invoices/Progress Report* – Invoices shall be prepared in the format prescribed by the County. Progress reports shall be submitted with each monthly invoice.

f. *Quality Assurance/Quality Control* – The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products prior to submittals to the County.

3. Roadway Analysis and Plans

The Consultant will perform the necessary roadway analyses and prepare construction plan sheets, notes and details for a complete set of roadway construction documents to convey the intent and scope of the project for the purposes of construction. The consultant will develop a pavement design based on the existing traffic data provided by the County and pavement cores obtained as part of this scope. Included herein are also the analyses, plans and design details necessary for a safe and effective Maintenance of Traffic (MOT) Plan to move vehicular and pedestrian traffic during all phases of construction. The design will be prepared in accordance with the FDOT Design Criteria for Resurfacing, Restoration and Rehabilitation (RRR) Chapter 25 of the Plans Preparation manual (PPM) Volume 1 and the FDOT Green Book and applicable County Standards. This task will also include the preparation of Standard Specifications and Special Provisions.

4. Drainage Analysis

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

- a. Design of replacements or extensions of 5 existing upland cross drain culverts.
- b. Bridge Hydraulics report that will include hydraulic flow calculations, scour analyses and storm surge calculations in accordance with FDOT requirements.
- c. Analysis and final design development for improvements to minimize the current flooding situation near Heron Isles Parkway.
- d. Analysis and design of the re-grading of approximately 1500 lf of the existing ditch adjacent to the railroad tracks (assuming an agreement can be reached for these improvements to be made on the railroad property) to provide an outfall for the roadway.

- e. Analysis and design for the re-grading and/or reshaping of the existing roadside ditches as well as the analysis for the replacement/relocation of existing driveway culverts to serve the proposed roadway improvements.
- f. Final design drawings (signed and sealed by a professional engineer registered in the State of Florida) necessary for the construction of the above described improvements.
- g. Signed and sealed Drainage Design Report to serve as a record set of all drainage computations, both hydrologic and hydraulic.

5. Utility Coordination

The Consultant shall be responsible for coordinating all design with the affected utility companies in order to minimize utility conflicts. The following services will be included:

- a. *Utility Coordination* – The Consultant shall coordinate with the known private and public utility companies within the project corridor and obtain plans of their existing facilities (both horizontally and vertically) within the project limits. The consultant shall re-contact these utilities and submit 60% design plans that include all known existing utilities. The consultant shall make a final contact with these utilities to submit 90% plans that show all proposed roadway and drainage improvements. The Consultant shall provide a list of utility contacts at the preliminary and final design.
- b. *First Coast Railroad* – The Consultant shall coordinate with the First Coast Railroad to obtain a construction agreement for the proposed improvements at the crossing at Blackrock Road.

6. Signing and Pavement Marking Analyses and Plans

The Consultant will perform the necessary signing and pavement marking analyses and prepare construction plan sheets, notes and details for a complete set of signing and pavement marking documents to convey the intent and scope of the project for the purposes of construction.

7. Traffic Studies

- a. *No-Passing Zone Study* – The consultant will perform a no-passing zone study and will follow the requirements set forth in Chapter 12 of the Manual on Uniform Traffic Studies (MUTS). This study will determine the limits on the roadway where overtaking and passing would be especially hazardous and would not allow a safe completion of a passing maneuver. A report will be prepared detailing the methodology, the

analysis and the recommended no-passing zones for the entire length of the project.

- b. *Speed Study* – The consultant will prepare a speed study to record the speed characteristics under prevailing traffic along Blackrock Road. The study will determine existing roadway speeds, for potential use in speed zoning, location of the midblock crosswalk just south of Heron Isles Parkway and prioritization of speed enforcement locations.
- c. *Left Turn Analysis (Blackrock Hammock Drive)* – The consultant will provide a left turn analysis at the intersection of Blackrock Road and Blackrock Hammock Drive. The existing AM and PM peak periods will be collected and analyzed. Traffic will be projected to 2020 and a left turn lane warrant will be conducted. If warranted a Queue Analysis will be performed to determine the length of queue required. The analysis will be performed using *Synchro 7 Software*.

8. Permitting

The Consultant will provide all services (data collection, field surveys, coordination, agency meetings, permit and associated exhibit preparation, etc.) necessary to develop and apply for a Noticed General Permit (NGP) with the St. Johns River Water Management District pursuant to section 40C-400.443 F.A.C. and a Nationwide (NWP) 14 through the US Army Corps of Engineers. Ideally the proposed project can be designed and authorized through the NGP and the NWP permitting process, however should the project exceed the thresholds of these authorizations, additional services provided under a future scope of services will be required for the preparation and submittal of either a Standard General or Individual permits through those agencies. Also included in this effort will be obtaining the General Permit from the FDOT that is required for detouring traffic onto State Road A1A.

9. Structural Analysis

The Consultant will provide services necessary for the analysis and final design of improvements to or replacement of the existing double 9x10 box culvert crossing at Lanceford Creek. These services include all field reviews, data collection, engineering analysis and construction plan development (including any special details for wing walls or pedestrian hand rails) necessary for the construction of the necessary box culvert improvements at this creek crossing. The Consultant will perform a cost/benefit analysis, comparing the options of extending the existing box culvert versus a complete replacement of the box culvert.

10. Construction Cost Estimate

The Consultant will provide three construction cost estimates. The first will be a preliminary cost estimate to be provided at Notice to Proceed (NTP). The second will be provided at 60% and the third will be provided with final plans.

11. Bid Phase Services

The Consultant will prepare a bid package including front end documents for the bidding of this project. The consultant will also formally respond to questions during the bidding phase of the project and prepare a recommendation of the lowest qualified bidder based on the county prepared bid tabulations.

12. Post Design Services

The Consultant will provide services necessary to assist the County during the construction phase of this project. The consultant will respond to contractor requests for information, review and approve shop drawings, attend meetings as necessary and revise plans as necessary. This effort also includes the review and approval of as-built drawings to provide certification to the SJRWMD and any other regulatory agencies, as required.

C. PROJECT DELIVERABLES

The Consultant shall contact the County prior to making a submission to verify the number of copies to submit. Up to five draft copies of the construction plans and required supporting documents (utility certifications, drainage and permit certifications, QC certifications, design calculations, letters, memos, etc.) will be submitted at the 60%, 90% and final stages of design.

D. PROJECT SCHEDULE

The consultant will provide a revised project schedule for county no later than 10 days after NTP. Attached is a preliminary schedule based upon an NTP within 30 days. The consultant will meet all permitting requirements of this scope but timeliness of receipt of permits is out of the consultant's control.

E. COMPENSATION

Peters and Yaffee, Inc. and its subconsultants will perform the scope of services outlined herein for a lump sum fee of \$418,903.52. Prime consultant and subconsultant fee amounts are indicated in the table below. Proposal amounts for subconsultants are attached.

Firm Name	Role	Fee Amount
Peters and Yaffee	Prime Consultant	\$194,786.81
Atkins North America	Subconsultant	\$130,706.08
Clary and Associates	Subconsultant	\$57,900.00
Meskel and Associates	Subconsultant	\$18,600.00
McCranie and Associates	Subconsultant	\$15,688.33

TOTAL \$417,681.22

F. COUNTY RESPONSIBILITIES

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

G. ASSUMPTIONS

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

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

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**

Its: Chair

Date: _____

ATTEST TO CHAIR
SIGNATURE

Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

DAVID A. HALLMAN

ATTEST:

Peters and Yaffee, Inc.

(Corporate Secretary)

Signature of President/Owner

Russell Yaffee, PE
Type/Print Name of Corporate Secy.

Dow W. Peters III, PE
Type/Print Name of President/Owner

Date: _____

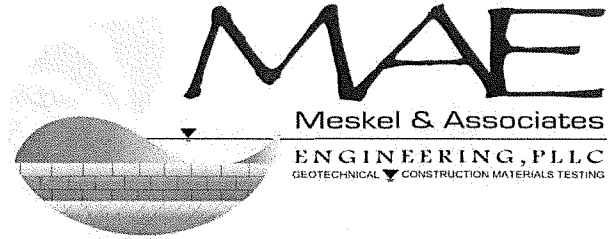


ESTIMATE OF WORK EFFORT AND FEE
Blackrock Road Improvements from SR A1A to Heron Isles Parkway

No. / ACTIVITY	Project Management		Engineer III		Engineer II		Engineer I		Project Totals		
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours	Costs	
TASK 1 - DATA COLLECTION											
1a	Geotechnical Subconsultant Services (see attached proposal - Meskel & Associates)									\$ 18,600.00	
1b	Survey Subconsultant Services (see attached proposal - Clarey & Associates)									\$ 57,900.00	
1c	Traffic Data	0	\$ -	0	\$ -	0	\$ -	8	\$ 598.48	8	\$ 598.48
	Subtotal	0	\$ -	0	\$ -	0	\$ -	8	\$ 598.48	8	\$ 77,098.48
TASK 2 - PROJECT GENERAL TASKS											
2a-c	Meetings	16	\$ 2,301.92	16	\$ 2,521.28	4	\$ 433.20	4	\$ 299.24	40	\$ 5,555.64
2d-e	Project Administration / Coordination	48	\$ 6,905.76	24	\$ 3,781.92	8	\$ 866.40	8	\$ 598.48	88	\$ 12,152.56
2f	QA/QC	21	\$ 3,021.27	35	\$ 5,515.30	35	\$ 3,790.50	49	\$ 3,665.69	140	\$ 15,992.76
	Subtotal	85	\$ 12,228.95	75	\$ 11,818.50	47	\$ 5,090.10	61	\$ 4,563.41	268	\$ 33,700.96
TASK 3 - ROADWAY ANALYSIS AND PLANS											
3a	Field Review / Site Visit	20	\$ 2,877.40	20	\$ 3,151.60		\$ -		\$ -	40	\$ 6,029.00
3b	Pavement Design	7	\$ 1,007.09	12	\$ 1,890.96	12	\$ 1,299.60	17	\$ 1,271.77	48	\$ 5,469.42
3c	Roadway Design Analysis	60	\$ 8,632.20	100	\$ 15,758.00	100	\$ 10,830.00	140	\$ 10,473.40	400	\$ 45,693.60
3d	Roadway Plans	Sheets									
	Key Sheet	1	\$ 143.87	2	\$ 315.16	2	\$ 216.60	3	\$ 224.43	8	\$ 900.06
	Summary of Quantities	1	\$ 287.74	4	\$ 630.32	4	\$ 433.20	6	\$ 448.86	16	\$ 1,800.12
	Typical Sections Sheet	1	\$ 287.74	4	\$ 630.32	4	\$ 433.20	6	\$ 448.86	16	\$ 1,800.12
	General Notes	1	\$ 287.74	3	\$ 472.74	3	\$ 324.90	4	\$ 299.24	12	\$ 1,384.62
	Project Layout	2	\$ 287.74	4	\$ 630.32	4	\$ 433.20	6	\$ 448.86	16	\$ 1,800.12
	Roadway Plans	16	\$ 1,438.70	16	\$ 2,521.28	16	\$ 1,732.80	22	\$ 1,645.82	64	\$ 7,338.60
	SWPPP & Erosion Control Detail Sheets	16	\$ 863.22	10	\$ 1,575.80	10	\$ 1,083.00	14	\$ 1,047.34	40	\$ 4,569.36
	Special Details	2	\$ 719.35	8	\$ 1,260.64	8	\$ 866.40	11	\$ 822.91	32	\$ 3,669.30
	Traffic Control Details	6	\$ 1,007.09	12	\$ 1,890.96	12	\$ 1,299.60	17	\$ 1,271.77	48	\$ 5,469.42
	Cross Sections	35	\$ 1,150.96	13	\$ 2,048.54	13	\$ 1,407.90	19	\$ 1,421.39	53	\$ 6,028.79
3e	Design Documentation Report	6	\$ 863.22	10	\$ 1,575.80	10	\$ 1,083.00	14	\$ 1,047.34	40	\$ 4,569.36
3f	Pay Item Quantities	12	\$ 1,726.44	20	\$ 3,151.60	20	\$ 2,166.00	28	\$ 2,094.68	80	\$ 9,138.72
3g	Construction Documents & Specifications	6	\$ 863.22	10	\$ 1,575.80	10	\$ 1,083.00	14	\$ 1,047.34	40	\$ 4,569.36
	Subtotal	156	\$ 22,443.72	248	\$ 39,079.84	228	\$ 24,692.40	321	\$ 24,014.01	953	\$ 110,229.97
TASK 4 - DRAINAGE ANALYSIS											
4a-d	Drainage Analysis	Subconsultant Services (see attached proposal - Atkins)									\$ 90,574.93
	Subtotal										\$ 90,574.93
TASK 5 - UTILITY COORDINATION											
5a-b	Utility Coordination	Subconsultant Services (see attached proposal - McCranie & Associates)									\$ 15,688.33
	Subtotal										\$ 15,688.33
TASK 6 - SIGNING AND PAVEMENT MARKING ANALYSIS AND PLANS											
6a	Field Review / Site Visit	0	\$ -	9	\$ 1,418.22	0	\$ -	9	\$ 673.29	18	\$ 2,091.51
6b	SAPM Analysis	0	\$ 55.00	16	\$ 2,521.28	0	\$ -	98	\$ 7,331.38	114	\$ 9,907.66
6c	SAPM Plans	Sheets									
	Key Sheet	1	\$ -	1	\$ 157.58	0	\$ -	2	\$ 149.62	3	\$ 307.20
	Tabulation of Quantities	2	\$ -	4	\$ 630.32	0	\$ -	14	\$ 1,047.34	18	\$ 1,677.66
	General Notes	1	\$ -	2	\$ 315.16	0	\$ -	4	\$ 299.24	6	\$ 614.40
	SAPM Plans	16	\$ -	16	\$ 2,521.28	0	\$ -	48	\$ 3,590.88	64	\$ 6,112.16
	Special Details	1	\$ -	2	\$ 315.16	0	\$ -	4	\$ 299.24	6	\$ 614.40
6d	Pay Item Quantities	0	\$ -	8	\$ 1,260.64		\$ -	24	\$ 1,795.44	32	\$ 3,056.08
	Subtotal	0	\$ -	58	\$ 9,139.54	0	\$ -	203	\$ 15,186.43	261	\$ 24,326.07
TASK 7 - TRAFFIC STUDIES											
7a	No-Passing Zone Study	0	\$ -	14	\$ 2,206.12	17	\$ 1,841.10	17	\$ 1,271.77	48	\$ 5,318.99
7b	Speed Study	0	\$ -	12	\$ 1,890.96	14	\$ 1,516.20	14	\$ 1,047.34	40	\$ 4,454.50
7c	Left Turn Analysis (Blackrock Hammock Drive)	0	\$ -	12	\$ 1,890.96	14	\$ 1,516.20	14	\$ 1,047.34	40	\$ 4,454.50
	Subtotal	0	\$ -	38	\$ 5,988.04	45	\$ 4,873.50	45	\$ 3,366.45	128	\$ 14,227.99
TASK 8 - PERMITTING											
8a-c	Permitting	Subconsultant Services (see attached proposal - Atkins)									\$ 15,366.31
	Subtotal										\$ 15,366.31
TASK 9 - STRUCTURAL ENGINEERING											
9	Structural Engineering	Subconsultant Services (see attached proposal - Atkins)									\$ 22,842.44
	Subtotal										\$ 22,842.44
TASK 10 - CONSTRUCTION COST ESTIMATE											
10	Construction Cost Estimates	5	\$ 719.35	9	\$ 1,418.22	9	\$ 974.70	13	\$ 972.53	36	\$ 4,084.80
	Subtotal	5	\$ 719.35	9	\$ 1,418.22	9	\$ 974.70	13	\$ 972.53	36	\$ 4,084.80
TASK 11 - BID PHASE SERVICES											
11	Bid Phase Services (Including all Subs)	6	\$ 863.22	10	\$ 1,575.80	10	\$ 1,083.00	14	\$ 1,047.34	40	\$ 4,569.36
	Subtotal	6	\$ 863.22	10	\$ 1,575.80	10	\$ 1,083.00	14	\$ 1,047.34	40	\$ 4,569.36
TASK 12 - POST DESIGN SERVICES											
11	Post Design Services (Including all Subs)	8	\$ 1,150.96	14	\$ 2,206.12	8	\$ 866.40	10	\$ 748.10	40	\$ 4,971.58
	Subtotal	8	\$ 1,150.96	14	\$ 2,206.12	8	\$ 866.40	10	\$ 748.10	40	\$ 4,971.58
PROJECT TOTAL		252	\$ 36,255.24	438	\$ 69,020.04	339	\$ 36,713.70	665	\$ 49,748.65	1694	\$ 417,681.22

ATKINS ESTIMATE OF WORK EFFORT AND FEE
Blackrock Road

No. / ACTIVITY	Sr. Project Manager 15%		Sr Engineer 40%		Engineer II 0%		Sr. Designer 40%		Clerical 5%		Project Totals		Comments											
	Rate = \$163.57		Rate = \$155.33		Rate = \$121.83		Rate = \$92.20		Rate = \$55.04		Avg Rate \$126.30													
	Sheets	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Hours		Costs										
TASK 1 - DATA COLLECTION																								
Subtotal												\$	-											
TASK 4 - DRAINAGE ANALYSIS & PLANS																								
Drainage Map Development / Basin (Plans & Analysis)	6	18	\$ 2,944.26	48	\$ 7,455.84	0	\$ -	48	\$ 4,425.60	6	\$ 330.24	120	\$ 15,155.94	2-Project Level Plans @ 24hrs/sh + 4-Basin Level plan and profiles @ 18hrs/sh (16 for drng map p/p and 8 for special ditch profiles). This task includes hydrologic analyses										
Pond Siting Analysis and Report (Analysis)	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	No pond Anticipated										
Design of Cross Drains (Analysis)	5	15	\$ 817.85	13	\$ 2,019.29	0	\$ -	13	\$ 1,198.60	1	\$ 55.04	32	\$ 4,090.78	4 CD replacements anticipated										
Design of Roadway Ditches & Side Drains (Analysis)	12	36	\$ 1,962.84	32	\$ 4,970.56	0	\$ -	32	\$ 2,950.40	4	\$ 220.16	80	\$ 10,103.96	Special ditch profiles included in basin drainage maps										
Preparation of Bridge Hydraulic Report (Tidal Analysis)	30	90	\$ 4,807.10	80	\$ 12,426.40	0	\$ -	80	\$ 7,376.00	10	\$ 550.40	200	\$ 25,259.90	Hydraulic analysis of box culvert @ Gravel Creek including scour and erosion										
Other Drainage (Analysis of Heron Isles Parkway Drainage)	8	24	\$ 1,308.56	20	\$ 3,106.60	0	\$ -	20	\$ 1,844.00	2	\$ 110.08	50	\$ 6,369.24											
Other Drainage (Analysis of R/R corridor ditch)	5	15	\$ 817.85	12	\$ 1,863.96	0	\$ -	12	\$ 1,106.40	1	\$ 55.04	30	\$ 3,843.25	Includes hydrologic and hydraulic analyses to improve the Rail Road Corridor Outfall										
Special Drainage Detail Sheets (Box Culvert Grading Plan)	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	Will show in roadway plan sheet										
R/R Lateral Ditch (Plans)	1	4	\$ 654.28	10	\$ 1,553.30	0	\$ -	10	\$ 922.00	0	\$ -	24	\$ 3,129.58											
Summary of Drainage Structures (Plans)	1	3	\$ 490.71	8	\$ 1,242.64	0	\$ -	8	\$ 737.60	1	\$ 55.04	20	\$ 2,525.99											
Drainage Structure Sheet (Plans)	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	Information will be shown on plan sheets										
SWPPP and Erosion Control Detail Sheets (Plans)	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	Included in roadway Plans/analyses										
Misc. Drainage Detail Sheet (Heron Isles)	1	4	\$ 654.28	10	\$ 1,553.30	0	\$ -	10	\$ 922.00	0	\$ -	24	\$ 3,129.58											
Drainage Design Documentation Report (Analysis)	6	18	\$ 981.42	16	\$ 2,485.28	0	\$ -	16	\$ 1,475.20	2	\$ 110.08	40	\$ 5,051.98											
Field Reviews	5	15	\$ 817.85	13	\$ 2,019.29	0	\$ -	13	\$ 1,198.60	1	\$ 55.04	32	\$ 4,090.78											
Meetings	4	12	\$ 654.28	10	\$ 1,553.30	0	\$ -	10	\$ 922.00	0	\$ -	24	\$ 3,129.58											
Q/C	2	6	\$ 327.14	5	\$ 776.65	0	\$ -	5	\$ 461.00	0	\$ -	12	\$ 1,564.79											
Coordination	4	12	\$ 654.28	10	\$ 1,553.30	0	\$ -	10	\$ 922.00	0	\$ -	24	\$ 3,129.58	Includes coordination with P/Y, Surveyor/Geotech, County, R/R, area residents, etc. as well as items typically included in section 2										
Subtotal												110	\$ 17,992.70	287	\$ 44,579.71	0	\$ -	287	\$ 26,461.40	28	\$ 1,541.12	712	\$ 90,574.93	
TASK 5 - UTILITY COORDINATION																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
TASK 6 - SIGNALIZATION																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
TASK 7 - PERMITTING																								
Preliminary Research / Site Inspection / Wetland Delineation	7	21	\$ 1,144.99	18	\$ 2,795.94	0	\$ -	18	\$ 1,659.60	3	\$ 165.12	46	\$ 5,765.65	Includes 14 hrs of data gathering/review plus 2 site visits (initial and agency verification) @ 8rs x 2 attendees										
Ecological Site Evaluation Report	1	3	\$ 163.57	3	\$ 465.99	0	\$ -	3	\$ 276.60	0	\$ -	7	\$ 906.16	Required to verify no impacts per NGP										
GIS services and Report Exhibits	1	3	\$ 163.57	3	\$ 465.99	0	\$ -	3	\$ 276.60	0	\$ -	7	\$ 906.16											
Joint Environmental Resource Permit Application (incl stormwater portion)	4	12	\$ 654.28	11	\$ 1,708.63	0	\$ -	11	\$ 1,014.20	1	\$ 55.04	27	\$ 3,432.15	Assumes a Noticed General Permit (includes stormwater components as well)										
Cultural Resource Investigation	1	3	\$ 163.57	4	\$ 621.32	0	\$ -	4	\$ 368.80	0	\$ -	9	\$ 1,153.89	Required to verify no impacts per NGP										
Q/C	1	3	\$ 163.57	2	\$ 310.66	0	\$ -	2	\$ 184.40	1	\$ 55.04	6	\$ 713.67	5%										
Meetings	2	6	\$ 327.14	6	\$ 931.98	0	\$ -	6	\$ 553.20	2	\$ 110.08	16	\$ 1,922.40	Estimated 3 meetings (4 hrs ea) - SJRWMD (2), USACOE, USFWS, NMFS, FWCC and FDEP for sovereign/submerged lands plus 4 hrs coordination										
Coordination	1	3	\$ 163.57	2	\$ 310.66	0	\$ -	1	\$ 92.20	0	\$ -	4	\$ 506.43											
Subtotal												18	\$ 2,844.26	49	\$ 7,811.17	0	\$ -	48	\$ 4,425.60	7	\$ 385.28	122	\$ 15,386.31	
TASK 8 - STRUCTURAL ENGINEERING																								
Field review of Existing Culvert.	2	6	\$ 327.14	5	\$ 776.65	0	\$ -	5	\$ 461.00	0	\$ -	12	\$ 1,564.79											
Data Collection and Review, including existing box bridge plans, inspection reports and road bridge impacts	1	3	\$ 163.57	3	\$ 465.99	0	\$ -	3	\$ 276.60	1	\$ 55.04	8	\$ 961.20											
Analysis and Plans for box Culvert Extension and/or replacement	12	36	\$ 1,962.84	32	\$ 4,970.56	0	\$ -	32	\$ 2,950.40	4	\$ 220.16	80	\$ 10,103.96											
Box culvert data sheet (plans)	1	3	\$ 163.57	2	\$ 310.66	0	\$ -	2	\$ 184.40	1	\$ 55.04	6	\$ 713.67											
Provide any special details for handrails or box culvert extension as required	2	6	\$ 327.14	5	\$ 776.65	0	\$ -	5	\$ 461.00	0	\$ -	12	\$ 1,564.79	Excludes grading analyses/plan development efforts										
Cost Benefit Analyses	5	15	\$ 817.85	13	\$ 2,019.29	0	\$ -	13	\$ 1,198.60	1	\$ 55.04	32	\$ 4,090.78											
Q/C	1	3	\$ 163.57	2	\$ 310.66	0	\$ -	2	\$ 184.40	1	\$ 55.04	6	\$ 713.67	5%										
Coordination	4	12	\$ 654.28	10	\$ 1,553.30	0	\$ -	10	\$ 922.00	0	\$ -	24	\$ 3,129.58	Includes coordination with roadway, utilities, permitting, geotech., BHR and specs. (see section 9.15 of FDOT staffhour estimate forms)										
Subtotal												28	\$ 4,579.96	72	\$ 11,183.76	0	\$ -	72	\$ 6,838.40	8	\$ 440.32	180	\$ 22,842.44	
TASK 9 - LANDSCAPE ARCHITECTURE																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
TASK 10 - ROW MAPPING																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
TASK 11 - CONSTRUCTION COST ESTIMATES																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
TASK 12 - BID PHASE SERVICES																								
Subtotal												2	\$ 327.14	6	\$ 931.98	0	\$ -	6	\$ 553.20	2	\$ 110.08	16	\$ 1,922.40	Review of Bid documents, attendance at pre-bid meeting and answering questions during bid process.
LUMP SUM TOTAL												158	\$ 25,844.06	414	\$ 64,306.62	0	\$ -	413	\$ 38,078.60	45	\$ 2,476.80	1030	\$ 130,706.08	
TASK 13 - POST DESIGN SERVICES																								
Subtotal												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
LIMITING AMOUNT TOTAL												0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
PROJECT TOTALS												158	\$ 25,844.06	414	\$ 64,306.62	0	\$ 0.00	413	\$ 38,078.60	45	\$ 2,476.80	1030	\$ 130,706.08	



May 17, 2011
Revised: July 12, 2011

Mr. Dow Peters
Peters & Yaffee
1225 West Beaver Street, Suite 117
Jacksonville, Florida 32204

Subject: Proposal for Geotechnical Exploration and Engineering Services
Blackrock Road from SR A1A to Heron Isles Parkway
Nassau County, Florida
MAE Proposal No. 000611

Dear Mr. Peters:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

Based on our discussions and the scope document provided, we understand that the project consists of pavement improvements, including milling and resurfacing, pavement widening, and intersection improvements, along the existing alignment of Blackrock Road from State Road A1A to Heron Isles Parkway. In addition, we understand that the existing Lanceford Creek box culvert may be extended or replaced as part of the roadway improvements.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, the field services shown on the attached estimated fee schedules are proposed. These services include auger borings performed to 6-foot depths at 500-foot intervals along the roadway, 2 Standard Penetration Test (SPT) borings performed at the culvert crossing, and 10 pavement cores obtained at 1,000-foot intervals in pavement improvement areas. As shown in the separate estimated fee sheet for the pavement coring operations, right of way permits and MOT will be required to facilitate a lane closure for this work.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine One-Call system. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

Laboratory classification and index property tests will be performed as necessary on selected soil and pavement core samples obtained at the test locations.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. The results of the exploration and engineering evaluation will be documented in a Roadway Survey Report for the roadway, and Structures Report for the culvert improvements which will include the following:

8936 Western Way, Suite 12
Jacksonville, Florida 32256
Phone: (904)519-6990 Fax: (904)519-6992

- Our understanding of the planned construction
- The observed site conditions, such as topography, surface vegetation, etc. as it relates to the anticipated construction
- Field and laboratory test procedures used and results obtained
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction
- Recommendations for removal and replacement of unsuitable soils, if encountered
- Recommendations for foundation design parameters, including our estimate of the performance of the foundation system
- Results of pavement coring and recommendations for pavement design
- Recommendations for testing required during site preparation and earthwork construction

Based on the scope of the services outlined above, as shown on the attached estimated fee sheets, we propose to complete our work for the following lump sum fees:

- | | |
|---|-------------------|
| ▪ Roadway Soil Survey and Structures Reports | \$8,800.00 |
| ▪ Pavement Coring Operations | \$9,800.00 |

After receiving notice to proceed, we will complete the Nassau County "Application for Right-of-Way Permit" and the pavement coring MOT plans. We will initiate our scope of work as soon as the utilities have been located at the site and the permit is received (typically completed within 2 to 3 weeks of the application submittal).

Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal. We will contact you immediately if we encounter subsurface conditions which could require the borings to be performed to deeper depths, additional borings or other field testing, and/or additional engineering analysis/evaluation and studies outside the scope of this proposal.

We appreciate this opportunity to provide the geotechnical services for your project. If you have any questions concerning this proposal, or if we can serve you in any other way at this time, please contact me.

Sincerely,

Meskel & Associates Engineering, PLLC



Antoinette (Tina) D. Meskel, P.E.
Principal Engineer

Distribution: Mr. Dow Peters – Peters & Yaffee

One (1) e-mail copy



8936 Western Way, Suite 12
Jacksonville, Florida 32256
Phone: (904)519-6990 Fax: (904)519-6992

GENERAL CONDITIONS

Payment – Payment shall be due within 30 days after date of invoice.

Insurance – Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 – per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee, \$1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

Professional Liability: MAE maintains Professional Liability with limits of \$1,000,000 each claim and \$2,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

Limitation of Responsibility – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

Sampling or Testing Location – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will maintain preservable test samples and specimens or the residue there from for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a bailee and at no time does MAE assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

Force Majeure – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.



GEOTECHNICAL ESTIMATE SHEET

Project **BLACKROCK ROAD ROADWAY SOIL SURVEY**
Project No: 0029-0001

Date: **July 12, 2011**

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
<u>DRILLING</u>				
Mobilization				
Truck Rig	Ea.	1	\$450.00	\$450.00
Traffic Control	Hr.	0	\$75.00	\$0.00
Boring Layout / Utility Coordination	Hr.	4	\$75.00	\$300.00
SPT Borings - Truck				
2 borings to 40 feet at culvert	Ft.	80	\$11.00	\$880.00
Auger Borings				
22 to 6 feet along roadway, one boring every 500 feet	Ft.	132	\$9.50	\$1,254.00
Field Permeability Tests				
Double Ring	Ea.	0	\$375.00	\$0.00
Total Field Work:				\$2,884.00
<u>LAB TESTING</u>				
Index Property Testing	LS	1	\$577.00	\$577.00
Design LBR	Ea.	3	\$325.00	\$975.00
Series Corrosion, water & soil	Ea.	2	\$230.00	\$460.00
Total Laboratory Work:				\$2,012.00
<u>ENGINEERING</u>				
Staff Engineer, E.I.	Hr.	24	\$93.00	\$2,232.00
Project Engineer, P.E.	Hr.	8	\$115.00	\$920.00
Principal Engineer, P.E.	Hr.	1	\$136.00	\$136.00
Drafting / CADD	Hr.	5.5	\$72.00	\$396.00
Secretary / Clerical	Hr.	4	\$55.00	\$220.00
Total Engineering Work:				\$3,904.00
GRAND TOTAL:				\$8,800.00

GEOTECHNICAL ESTIMATE SHEET

Project: BLACKROCK ROAD PAVEMENT CORING
Project No: 0029-0001

Date: July 12, 2011

	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
<u>DRILLING</u>				
Coring Rig Mobilization	Ea.	1	\$200.00	\$200.00
Traffic Control - 3 Men, 2 8-hr days	Hr.	48	\$75.00	\$3,600.00
Traffic Control - equipmt, mob, demob, 2 days	Ea.	2	\$750.00	\$1,500.00
Layout / Utility Coordination	Hr.	4	\$75.00	\$300.00
Auger Boring 2 ft below pavmt core	Ft.	20	\$9.50	\$190.00
Pavement Coring and Patching	Ea.	10	\$100.00	\$1,000.00
Total Field Work:				\$6,790.00
<u>LAB TESTING</u>				
Index Property Tests - Base Material	LS	1	\$254.00	\$254.00
Extraction and Gradation - Pavement Cores	Ea.	2	\$350.00	\$700.00
Total Laboratory Work:				\$954.00
<u>ENGINEERING</u>				
Staff Engineer, E.I., field supervision	Hr.	16	\$93.00	\$1,488.00
Project Engineer, P.E., preparation of MOT plans	Hr.	4	\$115.00	\$460.00
Principal Engineer, P.E.	Hr.	0	\$136.00	\$0.00
Drafting / CADD	Hr.	1.5	\$72.00	\$108.00
Secretary / Clerical	Hr.	0	\$55.00	\$0.00
Total Engineering Work:				\$2,056.00
GRAND TOTAL:				\$9,800.00

Meskel & Associates

ENGINEERING, PLLC
GEOTECHNICAL ▼ CONSTRUCTION MATERIALS TESTING

SURVEY ESTIMATION CHART

REVISED (May 31st, 2011)

Consultant: CLARY & ASSOCIATES, INC.
 FIN. NO. _____
 From: SR 200 (A1A)
 Estimator's Name: Dennis Elswick
 County(ies) Nassau

Name of Job: Peters & Yaffee
Black Rock Road
 To: 10,560 feet north
 Date: May 31,2011

SURVEY FUNCTIONS	CREW DAYS	SUBCON CREW DAYS	COMMENTS
Baseline Control	2		Recover or set Horizontal Control
Alignment	3		Recover or set alignment
Bench Levels	2		Recover or set benchmarks
Reference Points	2		Reference baseline survey
Section Line Ties			
Subdivision and Property Ties	2		To verify right-of-way
Side Street Surveys			
Topography/3D	10		Topo 50' roadway, 100' ground to 10' outside right-of-way
Cross-Sections / Profiles			
Underground Utilities	4		Designate only
Special Surveys (ditches, canals, etc.)	3		Outfall @ RR
Stake Out for Borings	1		
Water Retention Area			
Supplemental Surveys	2		misc per engineer
Jurisdictional Line Surveys	1		
VVH Locations	4		Estimate 24 each
TOTAL	36	0	

Survey T1hours 8 x \$150.00 3 Person Hourly Crew Rate = \$1,200.00 Day Rate

Survey Day Rate	<u>\$1,200.00</u>	x	<u>36</u>	=	<u>\$43,200.00</u>
Surveyor & Mapper	<u>\$160.00</u>	x	<u>40</u>	=	<u>\$6,400.00</u>
Cadd Tech/Computer Tech	<u>\$90.00</u>	x	<u>90</u>	=	<u>\$8,100.00</u>
Sr. Surveyor & Mapper	<u>\$0.00</u>	x	<u>0</u>	=	<u>\$0.00</u>
Secretary/Clerical	<u>\$50.00</u>	x	<u>4</u>	=	<u>\$200.00</u>
TOTAL SURVEY COST					<u>\$57,900.00</u>

Prepared by: Dennis Elswick

Date: May 4, 2011

Comments: _____

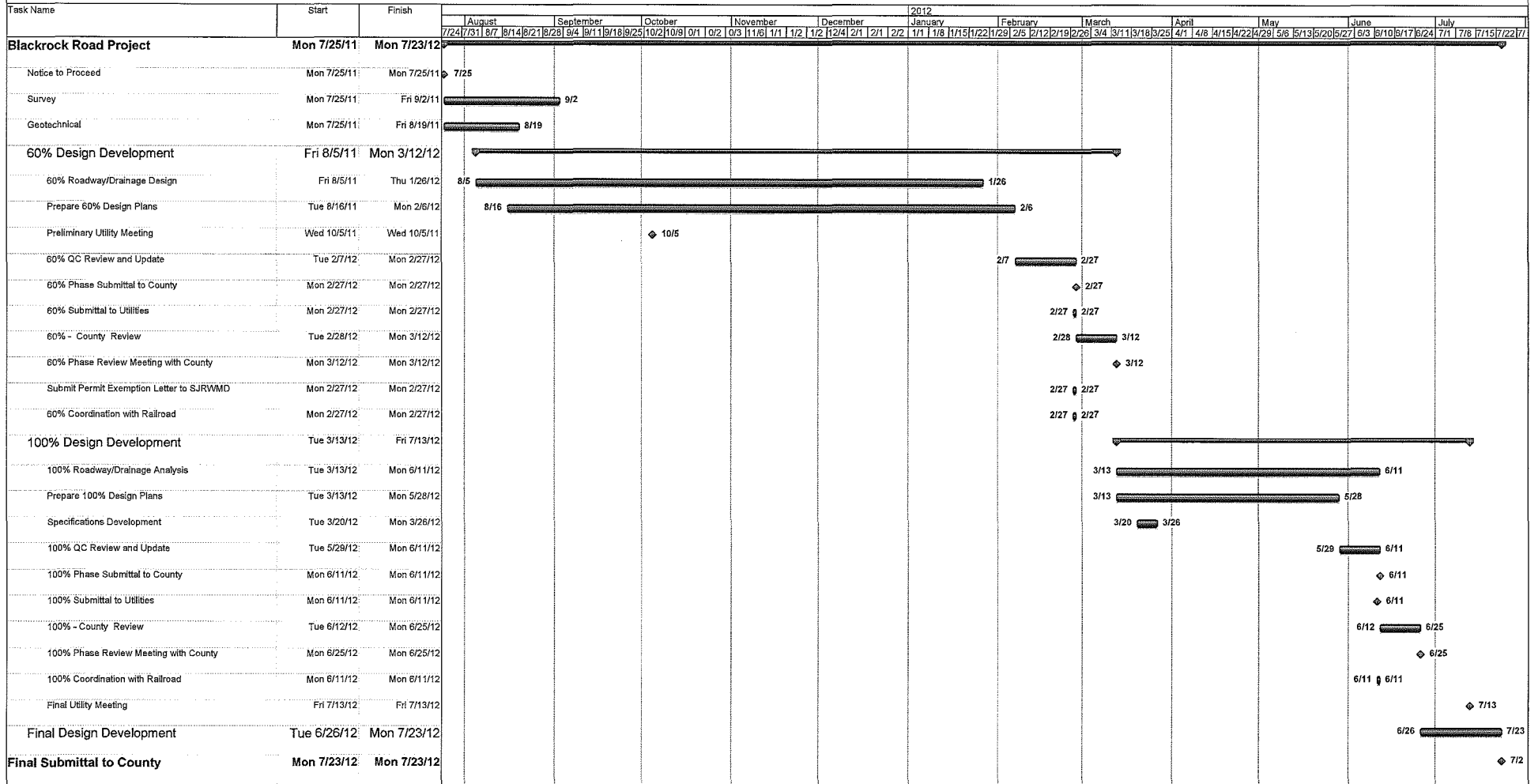
Project Activity 7: Utilities

Estimator:

Blackrock Road, McCranie & Associates

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	3	3	1 mtg x 1 attendee x 3 hrs
7.2	Identify Existing UAO(s)	LS	1	4	4	4 util x 1 hr/util
7.3	Make Utility Contacts	LS	1	4	4	1 contacts x 4 util x 1 hr/util
7.4	Exception Coordination	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	4	4	e-mail coord, includes prep time
7.6	Individual/Field Meetings	LS	1	10	10	2.5 hr mtg+travel x 1 hrs prep x 1 hr/minutes x 4 utilities
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	4	4	4 util x 1 hr/util
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	2.5 hr prep+ 0.5 hr travel + 4 hr/mtg + 1 hrs/minutes
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	1	16	16	2 hrs/rvw x 2 docs/util x 4 util
7.11	Utility Coordination/Followup	LS	1	16	16	2 hrs/util x CF=2 x 4 util
7.12	Utility Constructability Review	LS	1	8	8	2 hrs/util x 4 util
7.13	Additional Utility Services	LS	1	24	24	Coordination and joint agreement with R/R
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					101	101 Hours At \$155.33/Hour = \$15,688.33

Nassau County Blackrock Road Project Project Schedule



Date: Tue 6/21/11
File: Schedule

Task	Milestone	Rolled Up Task	Rolled Up Progress	External Tasks	External Milestone
Progress	Summary	Rolled Up Milestone	Split	Project Summary	Deadline

