

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

THIS AGREEMENT made and entered into this 28th day of September 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 **Atkins North America, Inc.**, a Florida corporation, whose principle office address is located at 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida 33607, hereinafter referred to as "Consultant":

WHEREAS, the County intends to proceed with construction for the extension, milling and resurfacing of Radio Avenue in Yulee, 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 a thirty (30) month 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 the fee \$389,540.88, in accordance with the provisions contained in the Fee Summary, which is attached hereto as Exhibit "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the 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 attached hereto as Exhibit "A";
- 7.3 Fee Schedule attached hereto as Exhibit "B";
- 7.4 Any written amendments, modifications or Addenda to this Agreement.
- 7.5 Proposal submitted by Consultant in response to the Request for Qualifications for Radio Avenue Extension Design Services, Bid No. NC11-002.

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:

Michael E. Holcomb, P.E.
Atkins North America, Inc.
7406 Fullerton Street, Suite 350
Jacksonville, Florida 32256

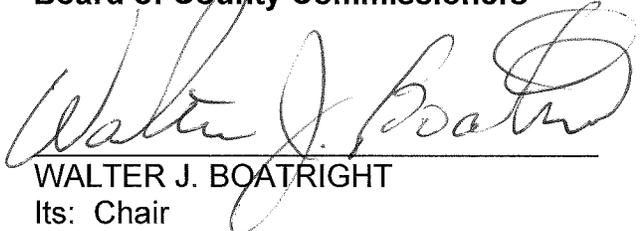
25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles 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.

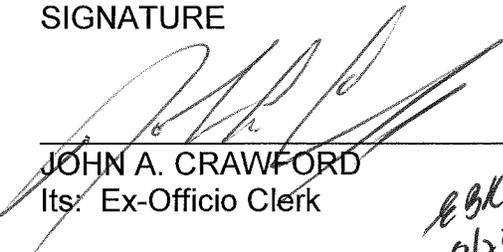
**Nassau County,
Board of County Commissioners**



WALTER J. BOATRIGHT
Its: Chair

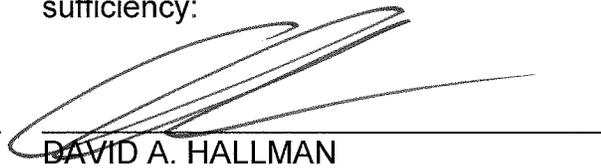
Date: 9-28-11

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



DAVID A. HALLMAN

*EBK
9/28/11
10/20/11*

[Consultant signature on next page]

ATTEST:

ATKINS NORTH AMERICA, INC.

Rene de los Rios

(Corporate Secretary)

Rene de los Rios

Assistant Secretary

Type/Print Name of Corporate Secy.

David J. Carter

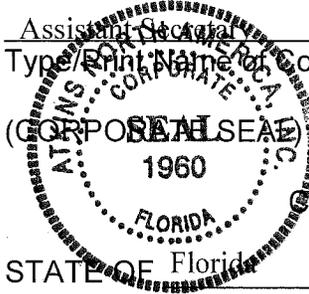
Signature of President/Owner

David J. Carter

Senior Vice President

Type/Print Name of President/Owner

Date: October 13, 2011



CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Miami-Dade :

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 David J. Carter, of Atkins North America, Inc. A Florida 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 13 day of October, 2011 .

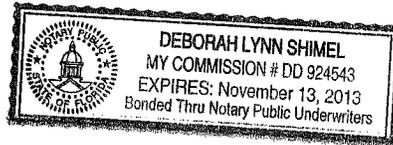
Deborah Lynn Shimel

Signature of Notary Public

State of Florida at Large

Deborah Lynn Shimel

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 RADIO AVENUE
NASSAU COUNTY, FLORIDA

August 17, 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 to construct a new two lane roadway connecting Radio Avenue with the existing access roadway in front of Yulee High School.
2. The scope of this project is based on information included in the Request for Qualifications (RFQ) for the Radio Avenue Design Services dated February 4, 2011 provided by the County. These improvements include the following:
 - a) Design the extension of the existing 24' pavement adjacent to the Yulee High and Middle Schools southwesterly to the existing Radio Avenue.
 - b) Provide recommendation and required design for the maintenance/rehabilitation of approximately one third mile of existing 24' wide roadway and ensure that shoulders, signage, striping, and all other portions of the existing facility meet the design criteria.
 - c) Design two thirds of a mile of new construction with an anticipated typical section consisting of two travel lanes with and a sidewalk. Although a "hybrid" section (curbing only on one side) may possibly be the preferred section for a large portion of the project, due to Right-of-Way constraints it is likely that an urban section will be required for the final 200-300' of the project.
 - d) Design drainage collection and stormwater management facilities to adequately serve the proposed project that are permissible through the applicable jurisdictional agencies.
 - e) Roadway design shall meet Nassau County Standards as well as the minimum requirements for new construction projects as contained in

the Plans and Construction and Maintenance for Streets and Highways, commonly known as the "Florida Green book".

- f) Coordinate with the Nassau County School Board and the JEA to adapt the design (as much is practical) to accommodate school related issues and concerns as well as ongoing JEA projects in the corridor.
- g) Provide standard survey, geotechnical, biological and ecological investigations typically required to support the design of a roadway project
- h) Provide contract documents, all necessary permits and utility coordination required to successfully bid the project.
- i) Additional services that that are not typically required for such a project will be included as limiting amounts in this contract (to be performed as necessary) such as preliminary engineering / concept development, right of way mapping, gopher tortoise relocation permitting and coordination and post design services.

B. PROJECT SCOPE

Final Engineering Services

1. Data Collection Services

- a) **Geotechnical** – The Subconsultant shall provide sufficient site and subsurface investigations to supplement any previously collected data in order to provide a detailed evaluation of the subsurface conditions within the project corridor as well as to enable informed design decisions to be made for the proposed construction.
 - i. *Field Exploration* - The proposed exploration for this project will involve geotechnical studies and the collection of subsurface data which will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the AASHTO and the Unified Soil Classification System as follows:
 - Auger Borings will be performed to a depth of six feet on 100 foot spacing along the centerline of proposed construction (approximately 4,100 lf).
 - Auger borings will be performed to a depth of fifteen feet on 500 foot spacing alternating left and right of centerline along the proposed centerline of new construction. Additional borings will be taken as necessary to delineate muck or other unsuitable in areas which have significant organic materials.
 - Encountered ground water levels as well as delineation of limits of unsuitable material(s) in both horizontal and vertical directions will be noted on all auger borings. Sufficient testing will also be performed to verify whether the native soils can be used for embankment material.

- Limerock Bearing Ratio (LBR) samples will be collected from the existing subgrade soils at a frequency of one sample for every approximately 1,000 foot spacing (four locations total) along the proposed centerline of new construction and tested to determine the design LBR value.
 - Soil samples for laboratory soil testing will be obtained on a frequency of three samples per stratum per mile. Soil samples for pipe corrosion testing will be obtained on a frequency of one sample per 1,500 feet of alignment.
 - Falling head permeability tests and seasonal high groundwater estimations will be performed on each of the 15 foot deep augers.
 - Pavement cores will be provided at two locations along the existing school access road located within the project corridor.
 - Standard Penetration Test (SPT) borings will be provided for one anticipated new cross drain culvert. The area will be explored by means of two SPT borings extending to a depth of 25 feet. In addition, the culverts will be tested. Sufficient testing will be performed on soils recovered from the borings for classification purposes, corrosion series as well as for a structural recommendation relative to any specific foundation requirements.
- ii. Laboratory Testing* - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests to be performed are Organic Content, Moisture Content, Waterberg Limits, Percent Fines, Consolidation, and LBR testing
- iii. Geotechnical Report* - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results (including past and proposed as applicable) of the exploration and engineering study will be presented in a report containing the following:
- A brief discussion of the planned construction and imposed loading conditions.
 - A graphical representation of the subsurface conditions encountered as well as the existing on-site conditions, such as topography, surface vegetation, encountered and seasonal high water tables, etc., as they relate to the planned construction.
 - A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to County Standards.

- An appendix that contains stratified soil boring profiles, laboratory test data sheets, design LBR calculation/graphs, and other pertinent calculations.
 - Written discussion of the subsurface conditions encountered.
 - Evaluation of the subsurface soils and recommendations concerning the suitability of the subsurface soils for support of the planned roadway.
 - Recommendations for foundation design parameters for the proposed culverts.
 - Evaluation of pond material and the existing subgrade soils for roadway construction.
 - Recommendations for the required site preparation and earthwork construction
- 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 25' outside of the currently proposed 60' right-of-way.
 - vi. Survey 500 linear feet of special ditch and drainage survey
 - vii. Survey geotechnical boring locations.
 - viii. Survey wetland jurisdictional lines.
 - ix. Design Survey within project limits (100 foot corridor) including all above ground features together with drainage structures.
 - x. Survey subsurface (underground) utilities within project limits to include up to 4 VVH locations as necessary
 - xi. Provide survey data by electronic files.
 - xii. Two supplemental survey days included for unforeseen conditions.
- c) **Traffic Data** – Existing available traffic data will be utilized.

2. Project General Task

- 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 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.
- 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 currently available (NERPM Model, etc.) 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 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. All proposed drainage improvements are anticipated to remain within the 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 upland cross drain culverts as needed.

- b) Analysis and design for a drainage collection system to serve the proposed roadway improvements.
- c) Design of a stormwater management facility (or facilities) necessary to serve the proposed roadway project.
- d) 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.
- e) 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 Consultant shall initially contact 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.

6. Signing and Pavement Marking Analyses and Plans

The Consultant will perform the necessary signing and pavement marking analyses (including any school zone related signs, markings, flashing beacons etc.) 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. 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 permit 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.

8. Construction Cost Estimate

The Consultant will provide two construction cost estimates. The first will be a preliminary cost estimate to be provided at 30% and the second will be provided with final plans.

9. 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.

SUPPLEMENTAL (LIMITING AMOUNT) SERVICES:

Preliminary Engineering / Concept Development The intent of this task is to determine the feasibility and ramifications of proposed roadway improvements. It is intended to review up to three alignment alternatives (left, right, center) to meet the County's needs and establish design criteria of the project and to analyze those alternatives in a matrix format considering: drainage, utility and environmental impacts, impacts to the adjacent schools and residential neighborhoods, ROW impacts construction costs. Elements included in this phase include:

- a) **Data Collection** – Consultant shall collect project information and data as follows:
 - i. Aerial photography
 - ii. Proposed Development Plans from County records
 - iii. FEMA, USGS and Wetland Inventory information
 - iv. Current Gopher Inventory Data
 - v. All permits secured for the project corridor and surrounding area
 - vi. Utility information – as available from utility companies and JEA

- b) **Utility Impact Evaluation** - The Consultant will provide an evaluation of the potential impacts and required relocation or proposed upgrades for utilities within the project limits including the JEA, Florida Power and Light, Bellsouth as well as the local Comcast, Gas companies and other utilities that serve this corridor and surrounding area. Upgrades will be based upon input from the respective utility companies. Estimated relocations will be based upon location information (vertical and horizontal) as provided by the utility companies, and a cursory review of the proposed plan and its potential impacts. Potential adjustments and utility relocations or upgrades (as identified by others) shall be included in the study/conceptual design in a tabular format.

- c) **Traffic Analysis** – The consultant will conduct a traffic analysis to identify project 5-Year and 20-Year traffic volumes along the corridor and

at either end, conduct signal warrant analyses, evaluate potential midblock pedestrian crossing(s), school zone crossing(s) and traffic calming opportunities and determine the appropriate roadway features that may result.

- d) **Drainage Analysis** – The Consultant will prepare a Drainage Study to analyze existing stormwater management facilities, proposed improvements, collection systems and stormwater management facilities along the corridor as follows:
- i. Master Drainage plan (1" = 200') showing existing contours (from County provided LIDAR data) and field verified data for critical areas such as major drainage ways, storm pipes and bridge structures
 - ii. The consultant shall evaluate up to two stormwater management facilities (one preferred and one alternative) so serve the project. Evaluations to include: hydraulic analysis, outfall needs (inclusive of potential easements), ROW needs, and potential construction costs. Based upon the result of the evaluation, the Consultant, in conjunction with the County will identify the preferred location for the stormwater facility.
 - iii. Include as a minimum, drainage calculations for existing and conceptual design conditions using 25 years SCS methodology, an existing drainage map, a conceptual stormwater improvement plan and a determination of conceptual opinion of probable construction costs and a Right-of-Way requirement estimates plan.
 - iv. The consultant shall, early in the study, coordinate his design effort with the JEA.
 - v. As part of the study, a pre-application meeting will be conducted with the St. Johns River Water Management District to clarify project criteria, and to identify feasible mitigation and other requirements. Recommendations for accomplishing stormwater treatment will be included in the study.
 - vi. All drainage recommendations and design criteria shall conform to the County Standard Specifications, Details, and Land Development Procedures Manual, and the regulations and policies of jurisdictional permitting agencies. The Conceptual Drainage Design shall identify needs through the downstream to the point of positive discharge.
- e) **Environmental Analysis** - The Consultant will prepare an Environmental Analysis that will include a Wetland, threatened and endangered species desktop inventory, cursory field review and opinion on potential wetland and ecological impacts Based upon these inventories, potential impacts of the project will be identified, and options to mitigate these impacts will be identified based upon the preliminary coordination with the WMD.

- f) **Roadway Analysis** – Based on the recommendations of the Traffic, Drainage and Environmental Studies as well as the utility impact evaluations, the Consultant shall provide a roadway analysis including design documentation that includes:
- i. Typical section evaluation and determination
 - ii. Design speed determinations
 - iii. Horizontal alignment (three alternatives are anticipated to be reviewed)
 - iv. Intersection improvements (horizontal layout of intersection improvements, including turn lanes and potential signal needs)
 - v. Right-of-way requirements (for all alternatives reviewed)
 - vi. Conceptual Maintenance of traffic plans for the recommended alternative
 - vii. Conceptual roadway plans showing proposed improvements using aerial photography as a base will be provided documenting the horizontal alignments reviewed.
 - viii. An opinion of probable costs for each of the project alternatives will be provided including: construction costs, right of way costs, environmental mitigation and utility relocation costs for each of the potential alternatives.

Town Meeting - Provide all services necessary for conducting one Town meeting, at approximately the 60% phase, including mail-outs (including all parcel research to determine those properties within the 300' of the project), notices in the newspaper, (required prior to the meeting), presentation materials (two (2) sets of displays using aerial photography base, mounted and hinged if necessary to be used at the public meeting) and comment follow-up responses.

Right of Way Mapping The Consultant will provide final Right of Way Maps per FDOT standards including:

- List of ownerships with parcel numbers and square footage of taking for the effected parcels identified in the Engineering Study / Conceptual Design Phase as necessary for the construction of this project. The list will be finalized with the review of the 30% submittal. Ownership shown will be based on latest tax records.
- Legal descriptions of takings (per ownership), with the right-of-way maps serving as the certified sketches to accompany acquisition documents.
- Right of Way Mapping at a minimum scale of 1" = 40' that includes Geometry of proposed right-of-way lines, first tier and recorded information of abutting ownerships and all pertinent topographic features and field data justifying the parcel boundaries.

Gopher Tortoise Relocation Coordination / Permitting Based upon the current regulations and the known site conditions for the Radio Avenue project, it is

understood that state threatened gopher tortoises are likely to occur within the project limits as described below:

- a) Presently, using recent gopher tortoise survey data from JEA's force main project, approximately 19 tortoise burrows have been identified within 25 ft of the roadway construction limits.
- b) JEA has obtained a Temporary Exclusion permit from the Florida Fish and Wildlife Conservation Commission (FWC) which is only available to linear utilities and allows JEA to relocate up to tortoises from their project corridor. Because of the type of work proposed (installation of an underground force main) this permit assumes tortoises can re-enter the corridor once construction is completed and the site is stabilized.
- c) As such, it is likely that the number of tortoises within the corridor for the road construction will be different at the time the permit is to be obtained. However, based upon the population density onsite, it is assumed that more than 10 burrows will ultimately occur within 25 ft of the roadway construction limits when permits are obtained and thus the following are included in this scope:
 - i. A comprehensive survey of the project area conducted approximately 90 days prior to construction commencement and no more than 90 days prior to permit application submittal
 - ii. Gopher Tortoise Evaluation Report and Mitigation Plan as required by the Fish and Wildlife Commission.
 - iii. Preparation of a conservation permit from FWC will be required (assuming more than 10 burrows are impacted) and is included herein.
 - iv. Burrow excavation and relocation to an approved recipient site by an Authorized Gopher Tortoise Agent would be required. Agent could either provide the necessary backhoe and operator or have that provided by the County or contractor.
 - v. If, however the pre-construction survey identifies that 10 or fewer burrows occur within 25 ft of the project area, a less expensive permitting option is available. Because JEA will be relocating the tortoises from their force main project on-site, there is potential for the animals to be moved a distance from the construction area since the parcel is large. If suitable habitat exists throughout the larger JEA property, tortoises relocated at a distance from the silt fence perimeter may be less likely to re-enter the area after the perimeter controls are removed thereby increasing the chance that fewer than 10 burrows would remain in the County's impact area.

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.

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 all services included within this scope within a 12 month timeframe unless unforeseen permitting complications occur that are beyond our control. A final schedule that includes all milestone dates will be submitted within 30 days of the NTP.

E. 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.

F. 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.

G. COMPENSATION

Atkins and its subconsultants will perform the scope of Final Engineering Services outlined herein for a lump sum fee of **\$266,215.84**. Additional services totaling **\$123,325.04** are also included herein as limiting amounts for a contract total of **\$389,540.88**. A breakdown of the individual task fee amounts are indicated in the table below and a detailed Fee Proposal is attached hereto.

FINAL DESIGN SERVICES	Project Totals
TASK 1 - FINAL ENGINEERING DATA COLLECTION SERVICES	\$38,144.00
TASK 2 - FINAL ENGINEERING GENERAL TASKS	\$38,827.44
TASK 3 - ROADWAY ANALYSIS AND PLANS	\$97,839.46
TASK 4 - DRAINAGE ANALYSIS & PLANS	\$48,611.00
TASK 5 - UTILITY COORDINATION	\$6,023.97
TASK 6 - SIGNING AND PAVEMENT MARKING PLANS	\$14,376.65
TASK 7 - PERMITTING	\$12,375.44
TASK 8 - CONSTRUCTION COST ESTIMATES	\$4,647.80
TASK 9 - BID PHASE SERVICES	\$5,370.08
FINAL DESIGN TOTAL	\$266,215.84
LIMITING AMOUNT SERVICES	
TASK 1 -PRELIMINARY ENGINEERING / CONCEPT DEVELOPMENT	\$68,199.56
TASK 2 - RIGHT OF WAY MAPPING	\$21,900.00
TASK 3 - GOPHER TORTOISE RELOCATION / MITIGATION	\$19,800.28
TASK 4 -TOWN MEETING	\$8,055.12
TASK 5 -POST DESIGN SERVICES	\$5,370.08
LIMITING AMOUNT SERVICES TOTAL	\$123,325.04
PROJECT TOTALS	\$389,540.88

CS-10-314
append



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377 Fax: 904-321-2658

Charlotte J. Young, CPPB
Contract Manager
cyoung@nassaucountyfl.com

Dawn Krass
Contract Specialist
dkrass@nassaucountyfl.com

October 25, 2011

Sent via email:
Michael.Holcomb@atkinglobal.com

Michael E. Holcomb, P.E.
Atkins North America, Inc.
7406 Fullerton Street, Suite 350
Jacksonville, Florida 32256

Subject: Notice to Proceed
Radio Avenue Design Services
Contract No. CM1774

Dear Mike,

This letter shall serve as the official Notice to Proceed for design services for Radio Avenue Design project. The effective date of the Notice to Proceed is hereby established as October 25, 2011.

All work must be conducted in accordance with the agreement referenced above.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Charlotte J. Young, CPPB
Contract Manager

cc: Scott Herring, Public Works Director