

**AMENDMENT NUMBER 3/MODIFICATION TO THE CONTINUING  
CONTRACT FOR MISCELLANEOUS ENGINEERING SERVICES FOR NASSAU  
AMELIA UTILITY**

THIS AGREEMENT entered into this 17th day of August, 2016 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **GAI CONSULTANTS, INC.** located at 618 E. South Street, Orlando, FL 32801; (hereinafter referred to as "Consultant").

**WHEREAS**, the parties entered into an agreement on March 21, 2012 for professional engineering services in connection with Nassau Amelia Utility; and

**WHEREAS**, the original agreement provided for an initial three year term beginning March 21, 2012 and ending March 20, 2015 with an option to renew for two additional one year periods;

**WHEREAS**, the parties entered into a renewal period beginning March 21, 2015 and ending March 20, 2017; and

**WHEREAS**, Exhibit "A" to the original agreement specifies a Scope of Service with a supporting Fee Schedule as Exhibit "B"; and


**WHEREAS**, the County has determined that an additional position is necessary during the renewal period to support complex projects at Nassau Amelia Utilities, as determined by Nassau County; and

**WHEREAS**, the parties desire to amend and modify said Agreement; and

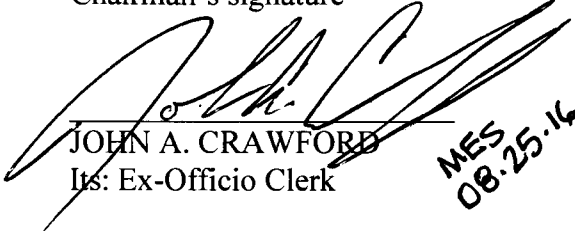
**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The addition of a Senior Construction Inspector position to the executed 2015/2016 Labor Unit rates pursuant to Article 5.6 and attached as Exhibit "B" required to support a complex project as determined by Nassau County.
2. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.

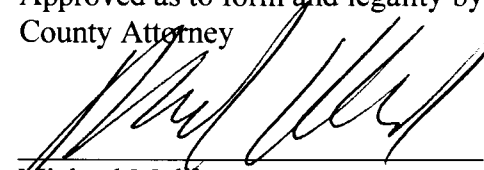
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
WALTER J BOATRIGHT  
Its: Chairman

Attest as to the authenticity of the  
Chairman's signature

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
MES  
08-25-16

Approved as to form and legality by the  
County Attorney

  
Michael Mullin

[Signatures continue on next page]

GAI CONSULTANTS, INC.

By: Kevin Leadbetter  
Its: Vice President

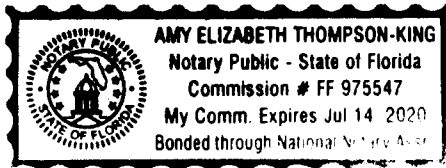
STATE OF Florida  
COUNTY OF Duval

Before me personally appeared, Kevin R. Leadbetter, who is personally known  or produced \_\_\_\_\_ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18<sup>th</sup> day of July, 2016.

Amy Elizabeth Thompson King  
Notary Signature

Notary-Public-State of Florida at large  
My Commission expires:



**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**PART A – HEADWORKS REHABILITATION**  
**PART B – AERATION PIPING REPLACEMENT**  
**NASSAU COUNTY, FLORIDA**

**I. BACKGROUND**

GAI Consultants, Inc. (GAI) is to provide construction administration and inspection services during the construction of Part A – Headworks Rehabilitation and Part B – Aeration Piping Replacement.

**II. SCOPE OF SERVICES (Not-to-Exceed Limited Amount)**

**General Scope:**

GAI will provide administration and resident inspection services to check the quality of work, but will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s).

**III. ADMINISTRATION REQUIREMENTS**

1. **Schedule and Shop Drawings** – The construction administrator (CA) will review, comment and accept construction schedules. The CA will track and transmit shop drawings to the engineer of record (EOR) and general contractor.
2. **Payment Request** – The CA will review, comment and accept the project schedule of value and the based payment request. The CA will review, comment and accept each payment request after the CA confirm production with the Inspector.
3. **Requests for Information (RFI) and Change Order (CO)** – The CA will administer the RFI process. The CA will coordinate with the EOR. If the RFI leads to a CO, the CA will negotiate and set-up the paper work for the County's approval.
4. **Authority** – The County gives the CA the authority to require the contractor to correct all work not in compliance with the approved COUNTY requirements and order the contractor to work under force majeure. If the contractor refuses or fails to take the required action, the CA shall immediately notify the COUNTY.
5. **Substantial Completion** – The CA will coordinate, solicit and issue the required documentation to comply with substantial completion of this contract.

Following the Substantial Completion inspection, the CA will issue the certification of substantial completion.

6. **Final Documentation** – The CA will coordinate, solicit and issue the required documentation to comply with closing out clauses of this contract.

Following the Final Completion inspection, the CA will issue the closing out documents. These documents include, but not limited to: AS-BUILT Drawings and Letter of Project Complete Notification to FDEP.

**IV. INSPECTION REQUIREMENTS**

7. **Site Inspections** – The inspector will be on site verifying that the project is constructed in accordance with the contract documents.
8. **MOT** – The inspector will check for compliance on the maintenance of traffic by the General Contractor (GC). It will inform the COUNTY if the GC fails to meet MOT requirements.
9. **NPDES Inspections** – Immediately following each rainfall event of ½" or greater, the inspector will inspect all erosion/sedimentation control measures, direct the contractor to repair or replace damaged erosion/sedimentation.
10. **Authority** – The County gives the inspector the authority to require the contractor to correct all work not in compliance with the approved COUNTY requirements. If the contractor refuses or fails to take the required corrective action, the Inspector shall immediately notify the COUNTY.
11. **Testing and Start-up** – The inspector will be responsible for verifying the all test required by the Contract Documents are conducted in accordance with the specifications and pass prior to a star-up of the systems. The inspector will be present during star-up of the systems.
12. **Inspector Logs** – The inspector shall maintain an inspection log throughout the duration of construction. This log shall be on forms provided by the GC. Entries shall include but not be limited to the following:
  - Location and description of construction operations taking place at time of inspection
  - Specific information regarding inspection/acceptance of all project materials
  - Information on construction problems and directions given to the contractor to resolve the problems
  - Summaries of conversations with the COUNTY personnel regarding changes to the approved contract.

On days where there is no construction or no construction requiring inspection, the daily log should note either that there was no activity or list the operations that were taking place (per the contractor) and state "No inspection required".

13. **Substantial Completion** – COUNTY shall be notified 7 calendar days in advance of the substantial completion inspection in order to allow COUNTY agencies time to make arrangements to participate.

Following the Substantial Completion inspection, a copy of the punch list of items to be completed along with a list of the persons attending the inspection shall be faxed to each of the above agencies. Substantial Completion shall be in accordance with the Nassau County contract documents.
14. **Final Documentation** – Consultant shall make a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations so that the Consultant may recommend approval, in writing, of final payment to the contractor. Prior to COUNTY acceptance of the project, the Inspector will turn over the following documents:
  - Original Inspector's Logs
  - All test reports for the project (including those tests that failed)

## V. SCHEDULE

GAI will provide, as needed, the above described services during construction. Contract time for the construction contract is estimated at **246 days**, per the contract documents. The CEI Services as part of this contract will begin and end at COUNTY's discretion, not to exceed **246 days**

## VI. ADDITIONAL SERVICES

Additional services may be added to this contract during the course of work based on negotiated fees. These respective fees shall be determined jointly by the COUNTY staff and the Consultant. No work shall be undertaken on any additional service tasks without the written authorization of the COUNTY.

## VII. FEE

\$50,000.00 (Not-to-Exceed Limited Amount).

POSITION TITLE	Billable Rate/Hour	Hr.	Cost
Senior Inspector	\$105.85	472	\$49,961.20
<b>Not To Exceed Limited Amount Sum</b>			<b>\$50,000.00</b>

<b>Position</b>	<b>Average Rate</b>	<b>Overhead</b>	<b>Profit</b>	<b>Loaded Rate</b>
<b>Principal</b>	\$ 95.40	(1)	(1)	\$ 250.00
<b>Engineering Director</b>	\$ 77.29	(1)	(1)	\$ 200.00
<b>Senior Engineering Manager</b>	\$ 65.82	175.61%	10.00%	\$ 188.00
<b>Engineering Manager</b>	\$ 60.47	175.61%	10.00%	\$ 172.70
<b>Lead Engineer</b>	\$ 50.13	175.61%	10.00%	\$ 143.17
<b>Senior Engineer</b>	\$ 42.27	175.61%	10.00%	\$ 120.72
<b>Project Engineer</b>	\$ 34.25	175.61%	10.00%	\$ 97.82
<b>Deisgner</b>	\$ 35.57	175.61%	10.00%	\$ 101.58
<b>Technician</b>	\$ 25.35	175.61%	10.00%	\$ 72.39
<b>Mgmt Consulting Director</b>	\$ 71.81	175.61%	10.00%	\$ 205.10
<b>Senior Mgmt Consultant</b>	\$ 64.52	175.61%	10.00%	\$ 184.28
<b>Management Consultant</b>	\$ 44.10	175.61%	10.00%	\$ 125.95
<b>Funding/Technical Specialist</b>	\$ 32.21	175.61%	10.00%	\$ 91.99
<b>Legal Counsel</b>	\$ 73.40	175.61%	10.00%	\$ 209.64
<b>Planning Director/AICP</b>	\$ 83.78	175.61%	10.00%	\$ 239.28
<b>Lead Planner/AICP</b>	\$ 55.00	175.61%	10.00%	\$ 157.09
<b>Planner</b>	\$ 35.10	175.61%	10.00%	\$ 100.25
<b>Lead Utility Coordinator</b>	\$ 48.80	175.61%	10.00%	\$ 139.38
<b>Lead Landscape Architect/RLA</b>	\$ 64.63	175.61%	10.00%	\$ 184.59
<b>Landscape Architect/RLA</b>	\$ 45.61	175.61%	10.00%	\$ 130.27
<b>Construction Administrator</b>	\$ 44.50	175.61%	10.00%	\$ 127.10
<b>Construction Inspector</b>	\$ 34.18	175.61%	10.00%	\$ 97.61
<b>Survey Manager</b>	\$ 53.60	175.61%	10.00%	\$ 153.09
<b>4-Person Survey Crew</b>	\$ 93.65	175.61%	10.00%	\$ 267.47
<b>3-Person Survey Crew</b>	\$ 70.55	175.61%	10.00%	\$ 201.50
<b>2-Person Survey Crew</b>	\$ 48.25	175.61%	10.00%	\$ 137.81
<b>Administrative</b>	\$ 23.60	175.61%	10.00%	\$ 67.40

(1) Capped Rate

<b>Position</b>	<b>Average Rate</b>	<b>Overhead</b>	<b>Profit</b>	<b>Loaded Rate</b>
<b>Senior Construction Inspector</b>	\$ 37.06	175.61%	10.00%	\$ 105.85