

**AGREEMENT FOR ENGINEERING DESIGN/PERMITTING AND POST DESIGN SERVICES FOR THE CR 115 (OLD DIXIE HWY.) WIDENING & RESURFACING PROJECT
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 28th day of August 2017, 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 EltonAlan, Incorporated, a Florida Profit Corporation, whose principle office address is located at 3653 Regent Blvd., Unit 606, Jacksonville, FL 32224, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional engineering design services for the CR 115 Widening and Resurfacing project; and

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

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

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide professional engineering and design services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Public Works/Engineering Services to act on the County's behalf with respect to the Scope of Services. The Director of Public Works, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall begin on the date first written and end December 31, 2019. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the "Estimate of Work Effort and Fee", which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

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

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

5.4 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the project.

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - DOCUMENTS

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

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto Attachment "A";
- 7.3 Fee Schedule attached hereto as Attachment "B";
- 7.4 Request for Qualifications for Design Services, Bid No. NC16-030;
- 7.5 Proposal submitted by Consultant in response to the Request for Qualifications for Design Services, Bid No. NC16-030;
- 7.6 Any work authorizations, written amendments, modifications or addenda to this Agreement.
- 7.7 Exhibit 1 General Information and Minimum Insurance Requirements

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original

contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the minimum requirements set forth in Exhibit 1.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or

requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an

uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA

STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public

agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the

Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040
Fax: 904-321-2658

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

CONSULTANT:

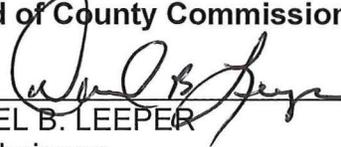
Mike Holcomb, P.E.
EltonAlan, Incorporated
3653 Regent Blvd., Unit 606
Jacksonville, FL 32224
904-891-0360
mike@eltonalan.com

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

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

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

**Nassau County,
Board of County Commissioners**

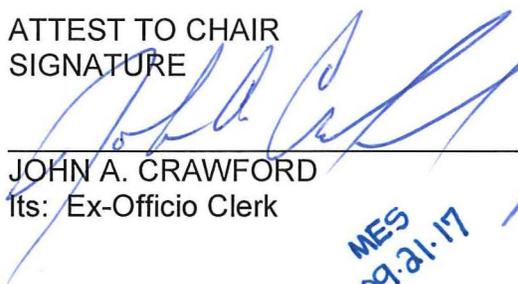


DANIEL B. LEEPER

Its: Chairman

Date: August 28, 2017

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



MICHAEL MULLIN

MES
09.21.17

[Signatures continued on next page]

Attachment A
SCOPE OF SERVICES
ENGINEERING SERVICES
FOR CR 115
NASSAU COUNTY, FLORIDA
July 25, 2017

A. PROJECT DESCRIPTION

- 1) The intent of this project to widen and resurface 7.8 miles of CR 115 from Bypass Road to Henry Smith Road in order to provide consistent 11' travel lanes in each direction and extend the life of the existing pavement. This scope of services for CR 115 within the project limits includes:
 - a. Bridge Culvert # 740073 over Little Mills Creek (Triple 11'x8' Box Culverts) – Proposed to be replaced
 - b. Bridge # 740095 over Mills Creek (130' long by 32' wide) – No improvements anticipated
 - c. Box Culvert (10'x4') – No improvements anticipated assuming no structural issues are discovered
 - d. Box Culvert (10'x4') – No improvements anticipated assuming no structural issues are discovered
 - e. Four Minor Cross Drain Culverts – No improvements anticipated assuming no structural issues are discovered
 - f. Approximately 170 side drain culverts – all will be evaluated for condition, flow capacity and/or horizontal/vertical location and reset or replaced if/as necessary
 - g. Approximately 150 driveways – All proposed to be modified / paved to 5'
 - h. Twenty One Named Cross Streets – All "intersections" proposed to be improved to some extent (either treated as a driveway connection or as a typical intersection)
 - i. Three Guardrail Locations (total length of 4,550 lf) – All proposed to be brought up to current standards if/as necessary
- 2) This scope of services includes all engineering services required to develop final construction documents and obtain all required permits to achieve the project intent.
- 3) The scope of this project is based on information included in the Request for Qualifications (RFQ) NC16-030.

- 4) All services provided within the Scope of Services shall be in accordance with Nassau County Ordinance 99-7 Appendix D Roadway and Drainage Standards as well as the "Construction and Maintenance for Streets and Highways", commonly known as the "Florida Green Book".
- 5) The scope of services includes:
 - a. Data Collection
 - b. Engineering Design Analyses
 - c. Plans and Specifications Preparation
 - d. Utility Coordination
 - e. Right of Way Mapping (none anticipated and thus not included herein)
 - f. Environmental Permitting
 - g. Bid Phase Services
 - h. Post Design Services

B. LUMP SUM PROFESSIONAL SERVICES

The Consultant shall provide the following tasks for a single lump sum amount:

- 1) **Data Collection** – EltonAlan currently has Geotechnical and Survey field data that was collected previously for Nassau County for the southerly portion of the project (Segment 1). Although this scope includes complete data collection for the northerly portion of the project (Section 2), EltonAlan is proposing a cost savings initiative that supplements the the existing data with limited new data as follows:
 - a. Geotechnical Engineering – EltonAlan shall supplement the existing geotechnical data previously collected in Segment 1 with limited new data and also collect complete geotechnical data for Segment 2 and provide a detailed Geotechnical report for the entire 7.8 mile project as described below:
 1. Auger Borings collected to a depth of 6' left and right of the roadway centerline (with encountered ground water levels and unsuitable materials noted with each sample) at a spacing of 300' within Segment 2 (76 locations) and semi-randomly located in order to supplement existing data within Segment 1 (15 locations)
 2. Pavement Cores collected along centerline at a spacing of 1000' within Segment 2 (23 locations) and semi-randomly located in order to supplement existing data within Segment 1 (5 locations)
 3. SPT Borings collected to a depth of 20' at each end of proposed end walls for all proposed cross drain culvert replacement locations. Encountered ground water levels and unsuitable materials will be noted with each sample. (2 locations total)

4. Limerock Bearing Ratio (LBR) Samples spaced at 2500' along centerline within Segment 2 (9 locations) and semi-randomly located in order to supplement existing data within Segment 1 (3 locations)
 5. Testing and Geotechnical Engineering Analysis - 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 also be obtained at each culvert crossing. Sufficient testing will be performed on soils recovered from the borings for classification purposes using the AASHTO and the Unified Soil Classification System for organic content, moisture content, waterberg limits, percent fines, corrosion susceptibility, structural characteristics, LBR and estimated seasonal high groundwater elevations. 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.
 6. Geotechnical Report - The results of the exploration, testing and engineering analysis will be presented in a report containing the following:
 - Soil Data Sheets
 - Laboratory Test Results
 - Design LBR Results
 - Estimated Seasonal High Groundwater Levels
 - Recommendations concerning the suitability of the subsurface soils for support of the planned roadway.
 - Recommendations concerning the suitability of the subsurface soils for support of the planned culverts.
 - Recommendations for the required site preparation and earthwork construction
- b. Survey – EltonAlan shall provide complete survey services within the Segment 2 and limited verification data collection within Segment 1 as part of a Base Survey task. A Supplemental Survey task is also included in case additional Segment 1 survey data is subsequently determined to be required as follows:
1. Base Survey:
 - Project Geodetic Control (3 pairs of GPS points)- Segment 2 only
 - Project Vertical Control – Complete for Segment 2, verification for Segment 1
 - Alignment Including R-W and Centerline monumentation ties – Complete for Segment 2, verification for Segment 1
 - Topo/DTM Survey - Cross sections every 100' for Segment 2, test sections every 500' for Segment 1
 - Geotechnical Boring Locations – Stake all required (approximately 135) borings within Segments 1 and 2
 - Jurisdictional Wetlands Locations – Complete for Segments 1 and 2
 - Utility Designation Locations – Complete for Segments 1 and 2
 - Right of Way and Plat Research – Complete for Segments 1 and 2
 - Survey Data File in Micro Station – Complete for Segments 1 and 2

2. Supplemental Survey:
- Project Geodetic Control - 2 additional pairs of GPS point for Segment 1
 - Project Vertical Control – Complete Vertical Control for Segment 1
 - Alignment Including R-W and Centerline monumentation ties – Complete for Segment 1
 - Topo/DTM Survey - Cross sections every 100' for Segment 1
- Note: No work will commence on the Supplemental Survey Task without prior written approval from the county.

- 2) **Roadway Design Analyses and Plans** – EltonAlan shall provide a roadway design analysis to ensure that all proposed roadway improvements are in accordance with all applicable local and state requirements as described below:
- a. Roadway Analysis – EltonAlan shall provide a roadway analysis including design documentation of the following elements:
 - i. Field Conditions - Perform detailed field visits of the project corridor to review all applicable roadway features
 - ii. Design Traffic Volume – Perform a traffic analysis in order to determine the design traffic volumes for the
 - iii. Roadway Typical Sections
 - iv. Pavement Sections
 - v. Roadway Horizontal and Vertical Alignment
 - vi. Opinion of Probable Costs and Construction Duration Estimates at 60%, 100% and Final design phases
 - vii. Roadway Design Report containing all calculations, assumptions and supporting documentation for the development of the roadway design elements.
 - b. Construction Plans and Specifications - The Consultant will prepare construction plan sheets, notes and details for a complete set of construction documents to convey the intent and scope of the project in accordance with all applicable local and state requirements.
- 3) **Drainage Analysis** – EltonAlan shall provide a drainage design analysis to ensure that all proposed drainage improvements are in accordance with all applicable local and state requirements as described below:
- i. Field Conditions - Perform detailed field visits to review applicable drainage features within and immediately surrounding the project corridor
 - ii. 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
 - iii. Hydrology - Include as a minimum, hydrologic calculations for existing and final design conditions using 25 years SCS methodology
 - iv. Cross Drain Culverts – Design replacement culverts for those proposed to be replaced as described in section A of this scope of services in

- order to meet all applicable local and state hydraulic conveyance, roadway overtopping and rate of discharge requirements.
- v. Roadway Ditches - Design the roadside ditches and side drain culverts to adequately convey stormwater runoff to each applicable outfall at a rate not to exceed the current "pre-development" discharge rate.
 - vi. Drainage Design Report – Provide a drainage design report containing all calculations, assumptions and supporting documentation for the development of all drainage design elements.
- 4) **Signing and Pavement Marking Analysis** - EltonAlan shall provide a signing and pavement marking design analysis to ensure that all proposed signing and pavement marking improvements are in accordance with all applicable local, state and MUTCD requirements as applicable. Included in the analysis will be a No Passing Zone Study as well.
 - 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 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. Utility coordination meetings will be held at the 60%, 90% and Final phases of design.
 - 6) **Environmental 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 exemption with the St. Johns River Water Management District. 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.
 - 7) **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.

C. LIMITING AMOUNT PROFESSIONAL SERVICES

The Consultant shall provide the following services based on unit rates and estimated staffhours as described below:

- 8) **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.

D. Project Deliverables

The Consultant shall provide the following deliverables:

- 1) Signed and Sealed Survey
- 2) Preliminary and Final Geotechnical Report
- 3) Utility Clearance Certifications (@ 100%)
- 4) Environmental Permits (@ 90%)
- 5) Construction Duration and Cost Estimates (30%, 60%, 100% and Final)
- 6) Construction Plans and Specifications (30%, 60%, 100% and Final)
- 7) Bid Documents (Final)

E. Project Schedule

The Consultant shall provide the services included herein within a total of nine months from NTP.

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

CR 115 Widening and Resurfacing

Project Length (miles): 7.8

ATTACHMENT "B"
Contract No. CM2448

Tasks	Staff Hour Totals				Staffhour Distribution								Cost Totals	Comments
					Project Manager / Sr. Engineer		Sr. Engineer		Sr. Designer		CADD Tech / Admin			
	Raw Hourly Rates				\$60.00		\$55.00		\$40.00		\$18.00			
	Audited FDOT OH Rate: 182.00%				\$109.20		\$100.10		\$72.80		\$32.76			
	Profit Rate: 10.00%				\$16.92		\$15.51		\$11.28		\$5.08			
	Loaded Labor Rates				\$186.12		\$170.61		\$124.08		\$55.84			
	Qty.	Unit	Hours per Unit	Total Hours	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	

Lump Sum Tasks:

TASK 1 - DATA COLLECTION SERVICES

Survey Base Task													\$ 71,250.00	Includes alignment/centerline/ROW monumentation for entire 7.8 miles, complete Topo/DTM for northerly 4.3 miles plus test Topo/DTM data collection for southerly 3.5 miles to verify existing survey
Survey Supplemental Task													\$ 19,000.00	Includes additional geodetic control, vertical control, alignment and TOPO/DTM to complete the southerly portion of the project if/as needed (supplemental survey data collection will only proceed upon authorization from Nassau County)
Geotechnical													\$ 45,938.70	Includes geotechnical report for entire 7.8 miles, complete geotechnical investigation for northerly 4.3 miles plus test cores to verify the the data included in the existing geotechnical investigation for the southerly 3.5 miles.
Environmental - Wetland Delineation and Protected Species Assessment													\$ 5,720.00	Includes field data collection for entire project and agency reviews
Data Collection Subtotal													\$ 141,908.70	

TASK 2- ROADWAY DESIGN ANALYSIS AND PLANS

Field Review / Site Visit	2	visits	x 8 = 16	8	\$ 1,488.96	0	\$ -	8	\$ 992.64	0	\$ -	\$ 2,481.60	4 Hour Trips (incl travel) x two people)
Traffic Analysis	1	analysis	x 24 = 24	6	\$ 1,116.72	0	\$ -	16	\$ 1,985.28	2	\$ 111.68	\$ 3,213.68	Develop design traffic volumes
Pavement Design	2	designs	x 4 = 8	2	\$ 372.24	0	\$ -	6	\$ 744.48	0	\$ -	\$ 1,116.72	In conjunction with geotec analysis
Typical Section Design	1	design	x 40 = 40	10	\$ 1,861.20	0	\$ -	26	\$ 3,226.08	4	\$ 223.36	\$ 5,310.64	Includes cross slope correction and superelevation analyses at locations where warranted
Roadway Design Analysis	7.8	miles	x 160 = 1248	312	\$ 58,069.44	0	\$ -	812	\$100,752.96	124	\$ 6,924.16	\$ 165,746.56	Initial design, plus revisions/updates @ 90% and Final
Traffic Control Plan Design Analysis	7.8	miles	x 14 = 110	28	\$ 5,211.36	0	\$ -	72	\$ 8,933.76	10	\$ 558.40	\$ 14,703.52	40 hours for MOT concept development, and 8 hours per mile.
Roadway Plans Preparation													
Key Sheet	1	sheets	x 8 = 8	2	\$ 372.24	0	\$ -	6	\$ 744.48	0	\$ -	\$ 1,116.72	
Summary of Pay Items	1	sheets	x 16 = 16	4	\$ 744.48	0	\$ -	11	\$ 1,364.88	1	\$ 55.84	\$ 2,165.20	Initial development @ 60%, updates @ 90% and Final
Typical Sections	2	sheets	x 12 = 24	6	\$ 1,116.72	0	\$ -	16	\$ 1,985.28	2	\$ 111.68	\$ 3,213.68	CADD work only (Preferred T.S. Developed Previously)
General Notes	1	sheets	x 12 = 12	3	\$ 558.36	0	\$ -	8	\$ 992.64	1	\$ 55.84	\$ 1,606.84	
Summary of Quantities Sheets	45	sheets	x 4 = 180	45	\$ 8,375.40	0	\$ -	117	\$ 14,517.36	18	\$ 1,005.12	\$ 23,897.88	Initial development @ 60%, updates @ 90% and Final This item is for CADD work only. Actual computations included in "Quantities" task

CM 2448

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

CR 115 Widening and Resurfacing

Project Length (miles): 7.8

Tasks	Staff Hour Totals Raw Hourly Rates Audited FDOT OH Rate: 182.00% Profit Rate: 10.00% Loaded Labor Rates				Staffhour Distribution								Cost Totals	Comments
					Project Manager / Sr. Engineer		Sr. Engineer		Sr. Designer		CADD Tech / Admin			
					Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
	Qty.	Unit	Hours per Unit	Total Hours										
Project Layout	4	sheets x 8 =	32	8	\$ 1,488.96	0	\$ -	21	\$ 2,605.68	3	\$ 167.52	\$ 4,262.16		
Roadway Plan and Profiles	75	sheets x 4 =	300	75	\$ 13,959.00	0	\$ -	195	\$ 24,195.60	30	\$ 1,675.20	\$ 39,829.80	40 Scale Plan Sheets	
Intersection Detail Sheets	5	sheets x 16 =	80	20	\$ 3,722.40	0	\$ -	52	\$ 6,452.16	8	\$ 446.72	\$ 10,621.28	5 hrs per sheet	
Soil Survey Sheet	1	sheets x 2 =	2	1	\$ 186.12	0	\$ -	2	\$ 248.16	-1	\$ (55.84)	\$ 378.44	5 hrs per sheet	
Cross Sections	140	sheets x 1.5 =	210	53	\$ 9,864.36	0	\$ -	137	\$ 16,998.96	20	\$ 1,116.80	\$ 27,980.12	0.5 per section x 3 sections per sheet	
Erosion Control Details & Plans	75	sheets x 1 =	75	19	\$ 3,536.28	0	\$ -	49	\$ 6,079.92	7	\$ 390.88	\$ 10,007.08	Erosion control measures will be shown on the plan and profile drawings	
Traffic Control Typical and Notes	7	sheets x 8 =	56	14	\$ 2,605.68	0	\$ -	37	\$ 4,590.96	5	\$ 279.20	\$ 7,475.84		
Special Details	3	sheets x 12 =	36	9	\$ 1,675.08	0	\$ -	24	\$ 2,977.92	3	\$ 167.52	\$ 4,820.52		
Roadway Design Documentation Report	1	each x 60 =	60	15	\$ 2,791.80	0	\$ -	39	\$ 4,839.12	6	\$ 335.04	\$ 7,965.96		
Quantities	7.8	miles x 24 =	188	47	\$ 8,747.64	0	\$ -	123	\$ 15,261.84	18	\$ 1,005.12	\$ 25,014.60	Initial comps @ 60%, updates @ 90% and Final	
Cost & Contract Time Estimate	3	each x 12 =	36	9	\$ 1,675.08	0	\$ -	24	\$ 2,977.92	3	\$ 167.52	\$ 4,820.52	Initial estimate @ 60%, updates @ 90% and Final	
Technical Specifications	1	each x 24 =	24	6	\$ 1,116.72	0	\$ -	16	\$ 1,985.28	2	\$ 111.68	\$ 3,213.68		
Roadway Technical Hours Sub-Total				2785										
Project Administration / Coordination	3%	x	2785 =	84	42	\$ 7,817.04	0	\$ -	0	\$ -	42	\$ 2,345.28	\$ 10,162.32	Includes coordination / meetings with Nassau County, our subs and other stakeholders if/as necessary
QA/QC	5%	x	2785 =	140	0	\$ -	140	\$ 23,885.40	0	\$ -	0	\$ -	\$ 23,885.40	Independent QA/QC performed by subconsultant
Roadway Total				3009									\$ 405,010.76	
TASK 3 - DRAINAGE ANALYSIS AND PLANS														
Field Review / Site Visit	2	each x 8 =	16	8	\$ 1,488.96	0	\$ -	8	\$ 992.64	0	\$ -	\$ 2,481.60	4 Hour Trips (incl travel) x two people	
Drainage Basin Hydrology Analysis	1	each x 80 =	80	20	\$ 3,722.40	0	\$ -	52	\$ 6,452.16	8	\$ 446.72	\$ 10,621.28		
Design of Cross Drains	1	each x 24 =	24	6	\$ 1,116.72	0	\$ -	16	\$ 1,985.28	2	\$ 111.68	\$ 3,213.68		
Design of Roadway Ditches	15.6	miles x 12 =	188	47	\$ 8,747.64	0	\$ -	123	\$ 15,261.84	18	\$ 1,005.12	\$ 25,014.60	12 hrs per ditch mile including the design over 150 side street and/or driveway side drain culverts	
Box Culvert Structural Design Analysis	0	each x 0 =	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	Sand cement endwalls for one - triple box culvert and thus no structural analysis anticipated	
Drainage Plans Preparation				0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -		
Drainage Maps	14	maps x 16 =	224	56	\$ 10,422.72	0	\$ -	146	\$ 18,115.68	22	\$ 1,228.48	\$ 29,766.88		
Special Drainage Detail Sheets	1	each x 16 =	16	4	\$ 744.48	0	\$ -	11	\$ 1,364.88	1	\$ 55.84	\$ 2,165.20	Detailed grading around box culvert replacement	
Summary of Drainage Structures Sheets	2	each x 16 =	32	8	\$ 1,488.96	0	\$ -	21	\$ 2,605.68	3	\$ 167.52	\$ 4,262.16		
Ret/Det Pond Detail Sheets	0	each x 0 =	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	None anticipated	
Drainage Design Documentation Report	1	each x 60 =	60	15	\$ 2,791.80	0	\$ -	39	\$ 4,839.12	6	\$ 335.04	\$ 7,965.96		
Drainage Technical Hours Sub-Total				640										
Project Administration / Coordination	3%	x	640 =	20	10	\$ 1,861.20	0	\$ -	0	\$ -	10	\$ 558.40	\$ 2,419.60	Includes coordination / meetings with Nassau County, our subs and other stakeholders if/as necessary
QA/QC	5%	x	640 =	32	0	\$ -	32	\$ 5,459.52	0	\$ -	0	\$ -	\$ 5,459.52	Independent QA/QC performed by subconsultant
Drainage Total				692									\$ 93,370.48	

CM 2448

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor shall purchase and maintain at the Contractor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
Project Specific OR	
Each Occurrence/Annual Aggregate	\$1,000,000 / \$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

BUILDERS RISK OR INSTALLATION FLOATER

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

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The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
Part Two – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

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The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

UMBRELLA INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Umbrella Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor shall purchase and maintain at the Contractor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
Project Specific OR	
Each Occurrence/Annual Aggregate	\$1,000,000 / \$3,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

ENVIRONMENTAL LIABILITY INSURANCE

This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits: \$1,000,000 Each Loss/Aggregate

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

BUILDERS RISK OR INSTALLATION FLOATER

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability Professional Liability, Environmental Liability, Builders Risk or Installation Floater (as applicable) insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



Nassau County Engineering Services Department
96161 Nassau Place
Yulee, Florida 32097

J. Scott Herring, P.E.
Public Works Director

October 11, 2017

Sent via email:
mike@eltonalan.com

Mr. Michael Holcomb, P.E.
EltonAlan
3653 Regent Blvd, Unit 606
Jacksonville, FL 32224

Subject: Notice to Proceed CM2448
Design/Permitting and Post Design Services
CR 115 Widening & Resurfacing

Dear Mr. Holcomb,

This letter shall serve as the official Notice to Proceed for the Design/Permitting and Post Design Services for CR 115 Widening & Resurfacing in Nassau County, Florida. The effective date of the Notice to Proceed is hereby established as October 11, 2017.

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,



J. Scott Herring, P.E.
Public Works Director

cc: Angela Gregory, Contracts Manager

ELTONALAN ESTIMATE OF WORK EFFORT AND FEE

CR 115 Widening and Resurfacing

Project Length (miles): 7.8

Tasks	Staff Hour Totals				Staffhour Distribution								Cost Totals	Comments
					Project Manager / Sr. Engineer		Sr. Engineer		Sr. Designer		CADD Tech / Admin			
	Qty.	Unit	Hours per Unit	Total Hours	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	
	Raw Hourly Rates				\$60.00		\$55.00		\$40.00		\$18.00			
	Audited FDOT OH Rate: 182.00%				\$109.20		\$100.10		\$72.80		\$32.76			
	Profit Rate: 10.00%				\$16.92		\$15.51		\$11.28		\$5.08			
	Loaded Labor Rates				\$186.12		\$170.61		\$124.08		\$55.84			
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Field Review / Site Visit	2	each x	8 =	16	8	\$ 1,488.96	0	\$ -	8	\$ 992.64	0	\$ -	\$ 2,481.60	4 Hour Trips (incl travel) x two people)
Drainage Basin Hydrology Analysis	1	each x	80 =	80	20	\$ 3,722.40	0	\$ -	52	\$ 6,452.16	8	\$ 446.72	\$ 10,621.28	
Design of Cross Drains	1	each x	24 =	24	6	\$ 1,116.72	0	\$ -	16	\$ 1,985.28	2	\$ 111.68	\$ 3,213.68	
Design of Roadway Ditches	15.6	miles x	12 =	188	47	\$ 8,747.64	0	\$ -	123	\$ 15,261.84	18	\$ 1,005.12	\$ 25,014.60	12 hrs per ditch mile including the design over 150 side street and/or driveway side drain culverts
Box Culvert Structural Design Analysis	0	each x	0 =	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	Sand cement endwalls for one - triple box culvert and thus no structural analysis anticipated
Drainage Plans Preparation					0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	
Drainage Maps	14	maps x	16 =	224	56	\$ 10,422.72	0	\$ -	146	\$ 18,115.68	22	\$ 1,228.48	\$ 29,766.88	
Special Drainage Detail Sheets	1	each x	16 =	16	4	\$ 744.48	0	\$ -	11	\$ 1,364.88	1	\$ 55.84	\$ 2,165.20	Detailed grading around box culvert replacement
Summary of Drainage Structures Sheets	2	each x	16 =	32	8	\$ 1,488.96	0	\$ -	21	\$ 2,605.68	3	\$ 167.52	\$ 4,262.16	
Ret/Det Pond Detail Sheets	0	each x	0 =	0	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	None anticipated
Drainage Design Documentation Report	1	each x	60 =	60	15	\$ 2,791.80	0	\$ -	39	\$ 4,839.12	6	\$ 335.04	\$ 7,965.96	
Drainage Technical Hours Sub-Total				640										
Project Administration / Coordination	3%	x	640 =	20	10	\$ 1,861.20	0	\$ -	0	\$ -	10	\$ 558.40	\$ 2,419.60	Includes coordination / meetings with Nassau County, our subs and other stakeholders if/as necessary
QA/QC	5%	x	640 =	32	0	\$ -	32	\$ 5,459.52	0	\$ -	0	\$ -	\$ 5,459.52	Independent QA/QC performed by subconsultant
Drainage Total				692									\$ 93,370.48	