

CS-16-175

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2342-A1

CONTRACTOR INFORMATION

Name: Norfolk Southern Railway Company

Address: 1200 Peachtree Street Atlanta GA 30309
City State Zip

Contractor's Administrator Name: Douglas S. Starling Title: Engineer Public Improvements

Tel#: _____ Fax: _____ Email: _____

CONTRACT INFORMATION

Contract Name: Preliminary Engineering Services Contract Value: \$ 17,063.00

Brief Description: Preliminary Engineering Services for proposed Crawford Road Improvements, MP 238-G to 244-G

Contract Dates : From: 01/06/2016 to: N/A Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: CM2342 Increase Amount of Existing Contract: \$ 4,000.00

New Contract Dates: 01/06/2016 to None Given TOTAL OR AMENDMENT AMOUNT: \$ 21,063.00

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. <u>[Signature]</u> <u>3/27/17</u> Department Head Signature Date	<u>Public Works/Engineering Services</u> Submitting Department
2. <u>[Signature]</u> <u>3/20/17</u> Contract Management Date	<u>63470541-563100 CRAW2</u> Funding Source/Acct #
3. <u>[Signature]</u> <u>3/22/17</u> Office of Management & Budget Date	
4. <u>[Signature]</u> <u>3/24/17</u> County Attorney (approved as to form only) Date	

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature] 3-30-17
Shanea Jones Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department Office of Management & Budget Contract Management Clerk Finance

17 MAR 21 PM 12:37
 17 MAR 21 AM 11:31

AMENDMENT TO THE AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

THIS AMENDMENT entered into this 30th day of March, 2017 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 **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter referred to as "Company".

WHEREAS, the parties entered into an Agreement dated July 20, 2016; and

WHEREAS, the original agreement provided for preliminary engineering services performed starting January 6, 2016 at an estimated \$17,063.00 fee which the County has agreed to reimburse the Company; and

WHEREAS, the parties desire to amend 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 Preliminary Engineering Cost Estimate will be increased by \$4,000.00 to a total of \$21,063.00, based upon the email dated March 6, 2017 from AECOM (engineers) to Jonathan Page, Nassau County Engineer III.
2. Nassau County Engineering Services concurs with the increase.
3. 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**



SHANEA JONES
Its: Designee

NORFOLK SOUTHERN RAILWAY COMPANY

By: K.G. Hauschildt (CPB)
Its: K.G. HAUSCHILDT

STATE OF _____
COUNTY OF _____

Before me personally appeared, _____, 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 _____ day of _____, 2017.

Notary Signature

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

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Nassau County, Florida
Project Description:	Crawford Road Improvements
Location:	Kent, Nassau County, Fl
Project No.:	N/A
Milepost:	238-G to 244-G
File:	ROW1112037
Date:	February 16, 2017

SUMMARY

ITEM A - Preliminary Engineering	14,715
ITEM B - Construction Engineering	0
ITEM C - Accounting	2,348
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	<u>4,000</u>
GRAND TOTAL	\$ 21,063

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	30 Hours @ \$60 / hour=	1,800
Labor Additives:		1,415
Travel Expenses:		1,000
Services by Contract Engineer:		<u>10,500</u>
	NET TOTAL - ITEM A	\$ 14,715

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	20 Hours @ \$30 / hour=	600
Accounting Additives:		497
NET TOTAL - ITEM C		\$ 2,348

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman		
	0 days @ 230.00 per day=		0
	(based on working 10 hours/day)		
Labor Additive:			0
Travel Expenses, Meals & Lodging:			
	0 days @ \$100/day=		0
Rental Vehicle	0 months @ \$950/month=		0
NET TOTAL - ITEM D		\$ -	

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ -

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
		<hr/>
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum	\$ 4,000
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (02/16/2017). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

David Pensante

From: Jonathan Page
Sent: Wednesday, March 01, 2017 1:18 PM
To: David Pensante
Cc: Scott Herring; Shelley Caldwell; Cathy Lewis
Subject: FW: Revised PE Agreement - Kent, Nassau County, FL, ROW1112037, Crawford Rd Improvements - MP 238G to 244G, Georgia Division ,Task 409
Attachments: Revised PE Estimate - Crawford Rd Improvements (ROW1112037).pdf; SUPPLEMENT AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES - Nassau Count....doc

David,

Please see the attached and the reasoning below. We would like you to amend agreement CM2342 to add \$4,000. (see attached). Shanea should be able to sign the amended agreement per the Purchasing policy, Section 6. Please let me know if you need any further information and thank you.

Jonathan

Jonathan P. Page, P.E.
Engineer III
(904) 530-6225
96161 Nassau Place
Yulee, FL 32097

From: Jean-Mary, Enency [mailto:Enency.Jean-Mary@aecom.com]
Sent: Tuesday, February 28, 2017 9:24 AM
To: Jonathan Page <jpage@nassaucountyfl.com>
Cc: Starling, Shawn <Douglas.Starling@nscorp.com>; Radle, Daniel <Daniel.Radle@aecom.com>; Johnson, Christopher M. (Atlanta) <Christopher.Johnson@aecom.com>; Whittingham, Clay <Clay.Whittingham@nscorp.com>; Scott Herring <sherring@nassaucountyfl.com>; Shelley Caldwell <scaldwell@nassaucountyfl.com>; Evans, Kimberly <Kimberly.Evans@dot.state.fl.us>
Subject: RE: Revised PE Agreement - Kent, Nassau County, FL, ROW1112037, Crawford Rd Improvements - MP 238G to 244G, Georgia Division ,Task 409

Mr. Page,

- The additional cost is due to Live Fiber Cable included in the Duct Package that are present between the North side of the Main and proposed paved Crawford Road for the entire length of the project. The Ducts are primarily 11 to 13 ft. offset with deviations occurring at Handholes and at every RR Culvert crossing. The cost would cover locating services and marker replacement.
- The schedule for this work has not been determined. We will communicate with T-Cubed to determine if a date has been reserved.
- Our review for the 90% plan is in progress, we hope to have our response/comments to your department by end of this week.

Best Regards,

Enency Jean-Mary, PE
Senior Bridge Engineer, Transportation, Eastern Midwest
D +1-513-419-3459
M +1-347-267-5791
enency.jean-mary@aecom.com

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525 Vine Street, Suite 1800
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From: Jonathan Page [<mailto:jpage@nassaucountyfl.com>]
Sent: Tuesday, February 28, 2017 8:19 AM
To: Jean-Mary, Enency
Cc: Starling, Shawn; Radle, Daniel; Johnson, Christopher M. (Atlanta); Whittingham, Clay; Scott Herring; Shelley Caldwell; Evans, Kimberly
Subject: RE: Revised PE Agreement - Kent, Nassau County, FL, ROW1112037, Crawford Rd Improvements - MP 238G to 244G, Georgia Division ,Task 409

Ms. Enency,

We will likely have to get this approved by the County Commission. Can you please provide me the reason for the cost increase (what is the scope of the additional services, etc)? The commission would probably like a schedule as well. What is the anticipated completion date of the review by Norfolk Southern and anticipated date of plan approval?

Thank you and have a great Tuesday.

Jonathan

Jonathan P. Page, P.E.
Engineer III
(904) 530-6225
96161 Nassau Place
Yulee, FL 32097

From: Jean-Mary, Enency [<mailto:Enency.Jean-Mary@aecom.com>]
Sent: Tuesday, February 28, 2017 7:32 AM
To: Jonathan Page <jpage@nassaucountyfl.com>
Cc: Starling, Shawn <Douglas.Starling@nscorp.com>; Radle, Daniel <Daniel.Radle@aecom.com>; Johnson, Christopher M. (Atlanta) <Christopher.Johnson@aecom.com>; Whittingham, Clay <Clay.Whittingham@nscorp.com>
Subject: Revised PE Agreement - Kent, Nassau County, FL, ROW1112037, Crawford Rd Improvements - MP 238G to 244G, Georgia Division ,Task 409

Mr. Page,

Attached above is a copy of the Norfolk Southern force account estimate in the amount of \$4,000 (Grand Total of \$21,063) covering the Cost associated with T-Cubed Preliminary Engineering costs associated with the above referenced project. If satisfactory, please handle for execution of the attached Supplemental PE reimbursement agreement covering this project.

Please let me know if you have any questions or comments.

Best Regards,

Enency Jean-Mary, PE
Senior Bridge Engineer, Transportation, Eastern Midwest
D +1-513-419-3459
M +1-347-267-5791
enency.jean-mary@aecom.com

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CM 2342

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between Nassau County (hereinafter called "County"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The County will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County State: Nassau County, FL
 AAR-DOT#: N/A
 Street /Bridge Name: Crawford Road
 Description: Proposed Crawford Road Improvements, MP 238-G to 244-G

Preliminary Engineering Cost Estimate: \$17,063.00

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The County agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the County fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the County. The County shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the County and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting January 6, 2016. The COMPANY agrees to provide preliminary engineering services at the request of the County or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the County regarding the project. This agreement does not constitute the COMPANY's approval of the project.

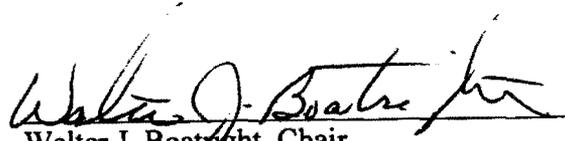
IN WITNESS WHEREOF, the County and the COMPANY have caused these presents to be signed by their duly authorized officers:

County
 Signature: _____
 Name: _____
 Title: _____
 Date: _____

COMPANY
 Signature: K G Hauschildt (CS)
 Name: K.G. Hauschildt
 Title: Chief Engineer
 Date: July 27, 2016

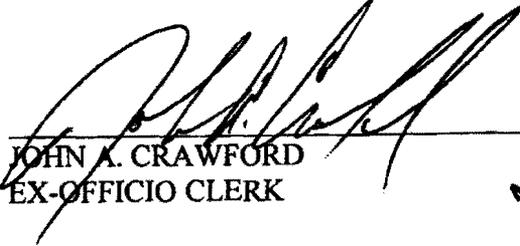
See next page for signatures.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

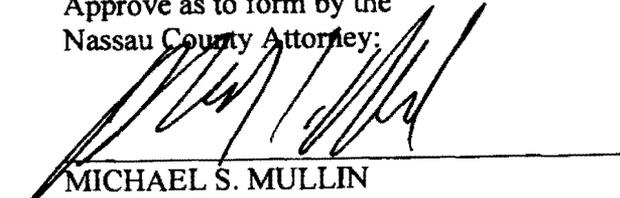


Walter J. Boatright, Chair
Date: July 20, 2016

Attest as to Chairman's signature:


JOHN A. CRAWFORD
EX-OFFICIO CLERK

Approve as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

MES
07.21.16