

Contract No. CM2418
Bid/RFP No. NC16-029

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 12th day of June 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 CDM Smith, a Foreign Profit Corporation, whose principle office address is located at 75 State Street, Suite 701, Boston, MA 02109, hereinafter referred to as "Consultant":

WHEREAS, the County desires Construction Engineering Inspection (CEI) services under a continuing contract; and

WHEREAS, the Consultant desires to render certain Construction Engineering Inspection 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

- 2.1 Consultant shall provide Construction Engineering Inspection (CEI) services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.
- 2.2 The services shall be performed on an "as needed" basis per project and by Work Authorization to this contract. Each Work Authorization shall be approved by the Board of County Commissioners or their authorized designee.

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 the Director of 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 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 be for a three (3) year period beginning on the date first written. 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 Fee Schedule, 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 per Project: 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 specific project.

5.5 Each project shall have its own specific value on a "stand alone" basis.

5.6 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Exhibit B.

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 as Attachment "A";

7.3 Fee Schedule attached hereto as Attachment "B";

7.4 Any work authorizations, written amendments, modifications or addenda to this Agreement.

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 attorney's fees, to the extent caused by 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 - GENERAL INFORMATION AND INSURANCE REQUIREMENTS

14.1 COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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.

14.1.2 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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

14.1.3 AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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/Vendor, insured Sub-Contractor/Vendor 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/Vendor or Sub-Contractor/Vendor.

14.1.4 EXCESS/UMBRELLA LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess 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

14.1.5 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor'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:

Project Specific - Each Occurrence/Annual Aggregate	\$1,000,000
Or	
Non-Project Specific – Each Occurrence/Annual Aggregate	\$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.

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/Vendor.

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 SubContractor/Vendors 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 include broad form contractual liability coverage for the Contractor/Vendors 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/Vendor, 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/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor/Vendor 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/Vendor, in which event, Contractor/Vendor 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/Vendor 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 Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors 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/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain.

Contractor/Vendor 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/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor 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/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

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: 904-321-5917

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

CONSULTANT:

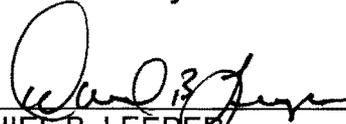
CDM Smith
Principal-in-Charge
Amelia Davies
7029-1 Commonwealth Avenue
Jacksonville, FL 32220
Tel: 904-781-8131
Fax: 904-781-8138
Email: daviesah@cdmsmith.com

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. 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**

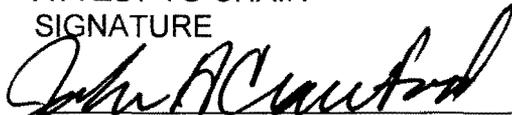


DANIEL B. LEEPER

Its: Chairman

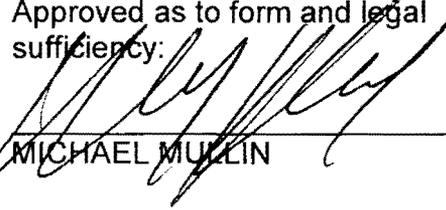
Date: June 12, 2017

ATTEST TO CHAIR
SIGNATURE


JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:


MICHAEL MULLIN

MBS
06-13-17

ATTACHMENT "A"
Consultant Scope of Services for
Construction Engineering Inspection (CEI) Services
Board of County Commissioners, Nassau County, Florida

1. SAMPLING AND TESTING

- 1.1 The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents for roadway reconstruction utilizing Full Depth Reclamation (FDR) procedures. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and the Contract Documents shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
- 1.2 The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials, soil cement and/or soil with emulsion mix designs and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- 1.3 Nassau County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
- 1.4 Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Supplementary Conditions & General Requirements of the Construction Contract.
- 1.5 Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
- 1.6 The Consultant shall be responsible for transporting samples to be tested.
- 1.7 The Consultant will compare verification testing test results and with the contractors Quality Control testing information and notify Nassau County of any failing samples.
- 1.8 **Testing Laboratory** must be FDOT approved.

2.0 QUALITY ASSURANCE CERTIFICATION

- 2.1 Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
- 2.2 An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, Department procedures, and according to the contract documents.

3.0 PERSONAL QUALIFICATION/REQUIREMENTS

3.1 SENIOR INSPECTOR/ High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

3.1.1 Qualifications:
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
FDOT Intermediate MOT
CTQP Final Estimates Level I

3.1.2 Responsible for performing CEI services for the project which will consist of roadway construction utilizing conventional paving, roadway widening, Full Depth Reclamation (FDR) method of sub-grade and base preparation, intersection modifications (including signalization), bridge/culvert repair and construction inspection, signing and marking and support of the County's Pavement Management Program, as requested. Including field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Nassau County.

3.2 INSPECTOR/- High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

3.2.1 Qualifications:
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I
IMSA Traffic Signal Technician Level 1 (Note: No later than one year from execution of the contract, consultant must provide an IMSA Traffic Signal Inspector for any assigned Work Authorizations which include signalization elements in the project)

3.2.2 Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

**Continuing Contract for Construction Engineering and Inspection (CEI)
 Bid No. 16-029**

Labor Category	Raw Hourly Rate	Multiplier	Proposed Billing Rate
Senior Project Engineer	\$58.00	2.9141	\$169.02
Project Administrator	\$38.18	2.9141	\$111.26
Senior Inspector	\$33.85	2.9141	\$98.64
Senior Inspector Overtime	\$33.85	2.9141	\$115.57
Inspector	\$24.59	2.9141	\$71.66
Inspector Overtime	\$24.59	2.9141	\$83.95
Contract Support Specialist	\$24.20	2.9141	\$70.52
Assoc. Contract Support Specialist	\$16.00	2.9141	\$46.63

Direct Labor	100%
Home Office OH	170.20%
Direct Expenses	10.98%
FCCM	0.23%
Operating Margin	10.00%
	<u>291.4140%</u>

*Multiplier does not include field office costs.

*Raw Hourly Rates are blended rates.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Amelia H. Davies

Amy Davies
 Associate
 CDM Smith Inc.

Attachment "B" CM2418
BID/RFP No. NC16-029

AE Engineering Inc.

February 27, 2017

Ms. Deb Wilson
 CDM Smith
 2301 Maitland Center Parkway, Suite 300
 Maitland, FL 32751

DESCRIPTION: Continuing Contract for CEI Services Bid No. NC 16-029 for NassauCty

Dear Deb:

The purpose of this letter is to provide you with the necessary information required by the Department. Attached you will find the requested Audit Package documents.

In so far as the Operating Margin, AE Engineering, Inc. proposes the rate of 36 %. Justification for this rate is attached (FDOT Standard Worksheet). Also, I propose the Overhead rate of 110.29% and the expense multiplier of 12.76 % (see attached Prequalification letter). I certify that the hourly rates shown below for the employees listed are actual.

Name	Position	Hourly Rate
Rafael J. Castro	Senior Inspector	\$35.00/hour
Michael Latulippe	Senior Inspector	\$35.00/hour
Alex Baader	Senior Inspector	\$33.50/hour
Mark Thomas	Senior Inspector	\$32.00/hour
ShilpanDalal	Inspector	\$26.00/hour
Carlos Magno	Inspector	\$25.50/hour
John Calhoun	Inspector	\$25.00/hour
Dennis Townsend	Inspector	\$25.00/hour

If you need any further information, please do not hesitate to contact me.

Sincerely,


 Alex Echeverria, P.E.
 AE Engineering, Inc. – President

AE Engineering, Inc.

110.29% 12.76% 36% Burdened Rate

Rafael Castro	Sr. Inspector	\$35.00	\$38.60	\$4.47	\$12.60	\$90.67
Michael Latulippe	Sr. Inspector	\$35.00	\$38.60	\$4.47	\$12.60	\$90.67
Alex Baader	Sr. Inspector	\$33.50	\$36.95	\$4.27	\$12.06	\$86.78
Mark Thomas	Sr. Inspector	\$32.00	\$35.29	\$4.08	\$11.52	\$82.90
Shilpan Dalal	Inspector	\$26.00	\$28.68	\$3.32	\$9.36	\$67.35
Carlos Magno	Inspector	\$25.50	\$28.12	\$3.25	\$9.18	\$66.06
John C Calhoun	Inspector	\$25.00	\$27.57	\$3.19	\$9.00	\$64.76
Dennis Townsend	Inspector	\$25.00	\$27.57	\$3.19	\$9.00	\$64.76

Attachment "B" CM2418
BID/RFP No. NC16-029

Keville Enterprises Inc.



Leonard Pappalardo | lpappalardo@keville.com

February 28, 2017

RE: Nassau County – CEI Continuing Services Contract

Prime Consultant: CDM Smith

Keville Enterprises Inc. Fee Schedule - Nassau CO CEI

\$ 31.65	100.8200%	\$ 31.91	
\$ 31.65	35.8000%	\$ 11.33	
\$ 31.65	4.2300%	\$ 1.34	
\$ 31.65	0.0750%	\$ 0.02	
\$ 31.65		\$ 31.65	
		\$ 76.25	Loaded Sr. CEI Inspector Rate
\$ 25.96	100.8200%	\$ 26.17	
\$ 25.96	35.8000%	\$ 9.29	
\$ 25.96	4.2300%	\$ 1.10	
\$ 25.96	0.0750%	\$ 0.02	
\$ 25.96		\$ 25.96	
		\$ 62.54	Loaded CEI Inspector Rate

Sincerely

Leonard Pappalardo, Florida Program Manager

Keville Enterprises, Inc.

CSI Geo



2017-2018
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
 Jacksonville, Florida 32246
 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

Unit Cost/Unit

FIELD TESTING

Earthwork

In-Place Density Testing	Hour	\$50.00
Nuclear Soil Testing (minimum of 3 density tests per scheduled trip)	Test	\$25.00
In-Place Density Testing (OT) (minimum of 3 density tests per scheduled trip)	Test	\$30.00
Footing Inspection (with dynamic cone penetrometer and hand auger)	Hour	\$60.00
Proof Rolling (Senior Technician)	Hour	\$60.00
Soil Classification	Each	\$85.00
Sample Pick up Charge/Trip Charge	Each	\$85.00
Standby Time	Hour	\$50.00

Concrete

Concrete Technician	Hour	\$50.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (includes air, slump)	Test	\$85.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (OT)	Test	\$150.00
Additional Concrete Cylinders	Each	\$20.00
Concrete Mix Design	Each	\$600.00
Concrete Mix Verification	Each	\$200.00
Mobilization of Concrete Coring	Each	\$375.00
4" Concrete Core	Each	\$125.00
6" Concrete Core	Each	\$145.00
Sample Pick up Charge/Trip Charge	Each	\$85.00
Standby Time	Hour	\$50.00
Drilled Shaft Inspector	Hour	\$65.00
Drilled Shaft Inspector (OT)	Hour	\$97.50

Asphalt

Asphalt Technician (Certified FDOT) - Plant	Hour	\$75.00
Asphalt Technician (Certified FDOT) - Roadway	Hour	\$65.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	Test	\$300.00
Field Density Method, ASTM D-2922	Test	\$25.00
Thickness Verification	Test	\$25.00
Mix Design (four points - Marshall)	Test	\$675.00
Marshall Stability & Flow	Test	\$180.00
Mobilization of Asphalt Coring Equipment	Each	\$390.00



2017-2018
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
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FIELD INVESTIGATION	Unit	Cost/Unit
4" Asphalt Core with Base Depth Check	Each	\$125.00
4" Asphalt Core	Each	\$85.00
6" Asphalt Core with Base Depth Check	Each	\$145.00
6" Asphalt Core	Each	\$105.00
Standby Time	Hour	\$65.00
<u>Non-Destructive Testing (NDT)</u>		
<u>Radiographic Examination</u>		
Two man crew & equipment	Hour	\$150.00
Mobile Darkroom	Mile	\$1.00
Fim Charge (4.5 * 10)	Each	\$9.00
Fim Charge (4.5 * 17)	Each	\$9.50
Source Charge	Day	\$25.00
<u>Magnetic Particle Examination</u>		
Level II Technician & Equipment	Hour	\$75.00
Materials		Cost + 10%
<u>Liquid Penetrant Examination</u>		
Level II technician & equipment	Hour	\$75.00
Materials		Cost + 10%
<u>Ultrasonic Examination (Thickness/shearwave)</u>		
Level II technician & equipment	Hour	\$75.00
Materials		Cost + 10%
<u>Visual Examination</u>		
AWS/ASME	Hour	\$75.00
Welder Coupon Test (X-Ray Only) at Our Shop	Each	\$85.00
ASNT Level II	Hour	\$150.00
Structural Bolt Inspection	Hour	\$65.00
Truck Mileage Charge	Mile	\$1.00
ASME Pressure Vessel Engineer	Hour	\$200.00
ASME Pressure Vessel Rerate		TBD



2017-2018
PUBLISHED FEE SCHEDULE
FOR
CONSTRUCTION MATERIALS TESTING AND
INSPECTION SERVICES

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FIELD INVESTIGATION

Unit Cost/Unit

LABORATORY TESTING

Aggregate Sieve Anlysis of Fine & Coarse AASHTO T27	Test	\$65.00
Aggregate Soundness AASHTO T104	Each	\$450.00
Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Each	\$115.00
Aggregate Total Moisture Content by Drying AASHTO T255	Each	\$30.00
Asphalt Gradation FM 1-T030	Each	\$100.00
Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Each	\$450.00
Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Each	\$425.00
Concrete Beam Flexural Testing ASTM C78	Each	\$50.00
Concrete Compressive Strength of Grout/Mortar ASTM C109	Each	\$22.00
Concrete Cylinder Curing, Capping & Breaking ASTM C39	Each	\$25.00
Concrete Drilled Cores & Sawed Beams ASTM C42	Each	\$50.00
Geo Vibration Monitoring	Day	\$800.00
Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$75.00
Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$75.00
Soils Consolidation - Constant Strain ASTM D4186	Each	\$450.00
Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$75.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$225.00
Soils Field Vane Shear Test ASTM D2573	Test	\$145.00
Soils Hydrometer Only AASHTO T88	Test	\$100.00
Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$335.00
Soils Liquid Limit AASHTO T89	Test	\$50.00
Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$33.00
Soils Miniature Vane Shear Test ASTM D4648	Each	\$5.00
Soils Moisture Content Lab AASHTO T265	Each	\$21.00
Soils Moisture Content Laboratory AASHTO T265	Test	\$21.00
Soils Moisture Content Microwave AASHTO D4643	Test	\$21.00
Soils Organic Content Ignition FM 1 T-267	Test	\$37.00
Soils Particle Size Anlysis AASHTO T88 (Incl. Hydrometer)	Test	\$167.00
Soils Particle Size Anlysis AASHTO T88 (No Hydrometer)	Test	\$67.00
Soils Permeability Constant Head AASHTO T215	Test	\$365.00
Soils Permeability Falling Head FM 5-513	Test	\$365.00
Soils pH Soil or Water FM 5-550	Test	\$25.00
Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$49.00
Soils Proctor Modified FM 1-T180	Test	\$135.00



2017-2018
 PUBLISHED FEE SCHEDULE
 FOR
 CONSTRUCTION MATERIALS TESTING AND
 INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
 Jacksonville, Florida 32246
 (904) 641-1993
 (904) 645-0057

FIELD INVESTIGATION

	Unit	Cost/Unit
Soils Proctor Standard AASHTO T99	Test	\$135.00
Soils Resistivity Soil or Water FM 5-551	Test	\$55.00
Soils Specific Gravity AASHTO T100	Test	\$85.00
Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$120.00
Soils Sulfate Soil or Water FM 5-553	Test	\$50.00
Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$185.00
Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$185.00
Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$150.00
Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$145.00
Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Each	\$140.00

Terracon Consultants, Inc.

TERRACON CONSULTANTS, INC.
2017 FEE SCHEDULE - JACKSONVILLE
LABORATORY TESTING

DESCRIPTION OF WORK	UNIT	RATE
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GEOTECHNICAL LABORATORY TESTING SERVICES

I. LABORATORY TESTING

A. Visual Examination Stratify			
1. Senior Engineering Technician	Per Hour		Sr. Tech Rate
2. Project Manager	Per Hour		Proj. Man Rate
B. Natural Moisture	Each	\$	15.00
C. Grain Size Analysis			
1. Full Gradation	Each	\$	90.00
2. Single Sieve	Each	\$	50.00
D. Hydrometer	Each	\$	150.00
E. Organic Content	Each	\$	45.00
F. Atterberg Limits	Each	\$	95.00
G. Unit Weight Determination	Each	\$	50.00
H. Consolidation	Each	\$	500.00
I. Permeability			
1. Granular	Each	\$	250.00
2. Cohesive	Each	\$	300.00
J. Flexible Wall Permeability Test			
1. Granular	Each	\$	400.00
2. Cohesive	Each	\$	500.00
K. Corrosion Series (pH, Sulfate, Chloride, Resistivity)	Each	\$	150.00
L. Triaxial Compression			
1. U.U at one cell pressure	Per Point	\$	375.00
2. C.U at one cell pressure	Per Point	\$	500.00
3. C.D at one cell pressure	Per Point	\$	650.00
M. Unconfined Compression			
1. Soil	Each	\$	150.00
2. Rock	Each	\$	225.00
N. Specific Gravity	Each	\$	75.00
O. Direct Shear	Each	\$	230.00
P. Shrinking Factor	Each	\$	60.00
Q. Swell Potential	Each	\$	100.00
R. Splitting Tensile	Each	\$	175.00
S. Pocket Penetrometer on Cohesive Samples	Each	\$	15.00
T. Min./Max. Density	Each	\$	200.00

MATERIALS TESTING SERVICES

I. SOILS

A. <u>Field Services</u>			
1. In-Place Density Test	Hourly		Tech Rate
2. Sampling	Per Hour		Tech Rate
B. <u>Laboratory Services</u>			
1. Modified or Standard Proctor Test	Each	\$	130.00
2. Florida Bearing Value (FBV) Test	Each	\$	85.00
3. LBR or CBR Test (including Modified Proctor)	Each	\$	330.00
4. Full Grain Size (excluding #200 Sieve)	Each	\$	90.00
5. Wash Through #200 Sieve	Each	\$	50.00
6. Natural Moisture Content	Each	\$	15.00
7. Organic Content	Each	\$	45.00
8. Liquid and Plastic Limits	Each	\$	95.00
9. pH Test	Each	\$	30.00

TERRACON CONSULTANTS, INC.
2017 FEE SCHEDULE - JACKSONVILLE
LABORATORY TESTING

DESCRIPTION OF WORK	UNIT	RATE
II. CONCRETE		
A. Field Services		
1. Sampling, Slump Testing, Molding Cylinders for Compressive Strength Tests, Temperature Testing, Air Content Tests, and Cylinder Pick- (up to 4 cylinders per set) Flexural Strength Beams (up to 3 per set)	Hourly	Tech Rate
2. Coring (Vertical Coring) - Equipment Mobilization	Per Trip	\$ 200.00
Coring Fee (per person)	Per Hour	Tech Rate
3. Floor Flatness and Levelness Tests		
Equipment Mobilization	Per Trip	\$ 300.00
Senior Engineering Technician	Per Hour	Sr. Tech Rate
Formal Report	Per Test Area	\$ 175.00
B. Laboratory Services		
1. Cylinder Compressive Strength Tests	Each	\$ 25.00
2. Beam Flexural Strength Tests	Each	\$ 25.00
3. Curing, Capping and Compressive Strength Testing of Concrete Cores	Each	\$ 15.00
III. SOIL-CEMENT		
A. Field Services		
1. In-Place Density, Field Proctor, Molding Strength Specimens and Walk-through Soundings/Inspections (minimum 4 hours per day)	Per Hour	Sr. Tech Rate
2. Coring Equipment Mobilization	Per Trip	\$ 200.00
3. Coring Fee (per person)	Per Hour	Tech Rate
B. Laboratory Services		
1. Tests to assess cement content using wet/dry and freeze/thaw test methods as prescribed by P.C.A.	Each	\$ 2,050.00
2. Curing, Capping and Compressive Strength Testing of Field Molded Specimens (set of 3)	Per Set	\$ 60.00
IV. ASPHALTIC CONCRETE		
A. Field Services		
1. Sampling Materials for Laboratory Tests	Per Hour	Tech Rate
2. Asphalt Placement and/or Plant Monitoring	Per Hour	Sr. Tech Rate
3. Coring Equipment Mobilization	Per Trip	\$ 200.00
B. Laboratory Services		
1. Bitumen Extraction and Aggregate Gradation Test	Each	\$ 135.00
2. Marshall Stability Test	Each	\$ 125.00
3. Core Density and Thickness Test	Each	\$ 65.00
4. Superpave Structural Panel (including FC-12.5 & FC-9.5 Mixes) (Includes Extraction, Gradation, Bitumen Content, Maximum Specific Gravity, Bulk Specific Gravity of 5 Cores, and % Air Voids)	Each	\$ 700.00
5. Superpave Friction Panel (FC-5) (Includes Extraction, Gradation, and Bitumen Content)	Each	\$ 260.00
V. STRUCTURAL STEEL AND METAL DECKING		
A. Field Services		
1. Visual Observations of Steel Weldments and/or Tension Tests of High Strength Bolted Connections (minimum 4 hours per trip)	Per Hour	Chief Tech Rate
2. Sprayed Fire Resistive Material Tests - Senior Engineering Technician - Thickness Measurements, Adhesion/Cohesion Tests, Sampling for Density Tests	Per Hour	Sr. Tech Rate
B. Laboratory Services		
1. Sprayed Fire Resistive Material Tests - Oven Dry Density Tests	Each	\$ 40.00

TERRACON CONSULTANTS, INC.
2017 FEE SCHEDULE - JACKSONVILLE
LABORATORY TESTING

DESCRIPTION OF WORK	UNIT	RATE
<u>TECHNICAL AND PROFESSIONAL STAFF</u>		
A. Chief Engineer/Chief Scientist/Chief Geologist	Per Hour	\$ 240.00
B. Principal Engineer/Principal Scientist/Principal Geologist	Per Hour	\$ 180.00
C. Senior Engineer/Senior Project Manager/Senior Geologist/Senior Scientist	Per Hour	\$ 150.00
D. Project Manager/Project Engineer/Project Geologist/Project Scientist	Per Hour	\$ 125.00
E. Chief Field Technician/Chief Engineering Technician/Chief Environmental Technician	Per Hour	\$ 85.00
F. Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician	Per Hour	\$ 75.00
G. Field Technician/Engineering Technician/Environmental Technician	Per Hour	\$ 60.00
H. Soils Technician/Concrete Technician	Per Hour	\$ 45.00
I. CADD Operator	Per Hour	\$ 85.00
J. Administrative Assistant	Per Hour	\$ 45.00

NOTES

1. Hourly rates are portal to portal. Rates for services not listed will be provided as requested.
2. An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 6:00 p.m. to 7:00 a.m. weekends, holidays and over 8 hours per day.
3. Stand-by time and cancellation without prior notice will be invoiced at the appropriate hourly rate.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570066240667		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570066240667	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC014649627 CA	01/01/2017	01/01/2018	
C		N/A		WC014649628 FL	01/01/2017	01/01/2018	
A		N/A		WC014649629 IL, KY, NC, NH, UT	01/01/2017	01/01/2018	
A		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2017	01/01/2018	
A		N/A		WC014649631 NJ, PA	01/01/2017	01/01/2018	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570066240667			
CARRIER See Certificate Number: 570066240667	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
policies.