

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2371-A3

CONTRACTOR INFORMATION

Name: Connelly & Wicker, Inc.
 Address: 10060 Skinner Lake Drive Jacksonville FL 32246
City State Zip
 Contractor's Administrator Name: Richard Welch Title: President
 Tel#: (904) 265-3030 Fax: _____ Email: welch@cweng.com

CONTRACT INFORMATION

Contract Name: Agreement for Design Services Contract Value: \$1,082,320.86 (\$26,334.47 this Amendment)

Brief Description: Amendment #3 to amend the Scope of Service and Fee Proposal for the Pages Dairy/Chester Road Intersection Improvements. Total amount for Amendment #3 is \$26,334.47.

Contract Dates : From: 11/21/16 to: 5/21/19 Status: ___ New Renew Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. Other Comply with COPCN and PALS (Fire Rescue)

If Processing an Amendment:

Contract #: CM2371-A3 Increase Amount of Existing Contract: \$26,334.47
 New Contract Dates: N/A to N/A TOTAL OR AMENDMENT AMOUNT: \$1,082,320.86

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	<u>[Signature]</u> Department Head Signature	<u>1/22/19</u> Date	<u>Engineering Services</u> Submitting Department
2.	<u>[Signature]</u> Contract Management	<u>1/11/19</u> Date	<u>63470541-563365 PDWID</u> <u>23,434.⁴⁷</u> Funding Source/Acct #
3.	<u>[Signature]</u> Office of Management & Budget	<u>1/18/19</u> Date	<u>63470541-546550 PDC11</u> <u>2,800⁰⁰</u> <u>1.16.19</u>
4.	<u>[Signature]</u> County Attorney (approved as to form only)	<u>1/22/19</u> Date	<u>26,234.⁴⁷</u>

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 1/22/19
 Michael Mullin 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

**AMENDMENT NUMBER THREE TO THE AGREEMENT FOR
DESIGN SERVICES FOR THE PAGES DAIRY/CHESTER ROAD INTERSECTION
IMPROVEMENT PROJECT, NASSAU COUNTY FLORIDA**

THIS AMENDMENT entered into this 22nd day of January, 2019 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 **CONNELLY & WICKER, INC.**, located at 10060 Skinner Lake Drive, Suite 500, Jacksonville, FL 32246, (hereinafter referred to as “Consultant”).

WHEREAS, the parties entered into an Agreement dated November 21, 2016 for design services for the Pages Dairy/Chester Road Intersection Improvements Projects; and

WHEREAS, Article 12.2 of the agreement provides that this agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument; and

WHEREAS, the parties desire to amend the scope of service and fee proposal for the agreement.

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

1. Scope of Services for Design Services for Pages Dairy/Chester Road Intersection Improvements, Attachment “A”, shall be amended to include the following additional services:

Chester Road Resurfacing Project

Additional scope for the Chester Road Resurfacing Project includes:

- UES - Four dynamic cone penetrometers (DCPs) to generate roadway subgrade LBR's. (\$2,800)

Sub-consultant tasks include:

- Geotechnical - UES

Pages Dairy Road Widening Project

Additional Scope for Pages Dairy Road includes:

- UES - Geotechnical tests to determine recommendations for remediation of dips in the roadway on either side of the 10’x6’ box culvert. In addition, two SPT Borings in the proposed box culvert extension areas for the structural design. (\$5,300)
- UES - Five dynamic cone penetrometers (DCPs) to generate roadway subgrade LBR’s. (\$3,100)
- G.M. Hill - Structural design services for the 10’x6’ box culvert extension. (\$15,034.47)

Sub-consultant tasks include:

- Geotechnical - UES
- Structural - G.M. Hill

2. Fee Schedule, Attachment “B” shall be amended as follows:

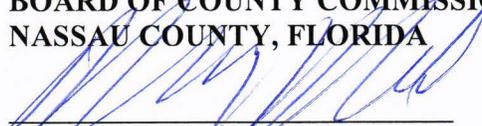
Description	Current Contract Amount	Additional Services Amount	Amended Contract Amount
Chester Road Resurfacing Project	\$188,208.33	\$2,800.00	\$191,008.33
Chester Road at Pages Dairy Intersection	\$434,838.16	\$0.00	\$434,838.16
Pages Dairy Road Widening	\$433,039.90	\$23,434.47	\$456,474.37
Total(s)	\$1,056,086.39	\$26,234.47	\$1,082,320.86

3. Documents to support the additional scope and fee are attached hereto as Exhibit “1”.

4. All other terms and conditions contained of the agreement shall remain in full force and effect.

[Signatures on next page]

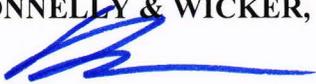
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



Michael Mullin, Interim County Manager
Its: Designee

Date: 1/22/19

CONNELLY & WICKER, INC.



By: RICHARD WORCH
Its: PRESIDENT

Date: 1/7/19

ATTACHMENT “A”
Scope of Services for Design Services
Pages Dairy/Chester Road Intersection Improvements
Board of County Commissioners, Nassau County, FL

The following work and services are presented as an indication of the work that may be required under the contract, but may not necessarily be all inclusive of the work under this contract. The respondent is encouraged to propose innovative ideas and/or concepts that may be considered.

1.0 PROJECT DESCRIPTION

Nassau County is seeking the services of an engineering firm to provide the necessary design services for the Pages Dairy/Chester Road Intersection Improvements project, Nassau County, Florida. The project will create a four (4) lane section from Courtney Isles Way on Chester Road through the intersection at Pages Dairy Road, and includes the following:

- Signalization at the intersection of Pages Dairy Road and Chester Road.
- Modifications to the rail road crossing.
- The intersection is intended to be designed and constructed in a manner that will allow it to be used when Page’s Dairy is extended eastward to Blackrock Road in the future.
- Design for widening of Page’s Dairy from Chester westward to the intersection of Page’s Dairy and Felmor Rd.
- Resurfacing and rehabilitation of approximately 2 miles of Chester Road north of the Heron Isles Parkway up to north of Rose’s Bluff, distance to be determined.

Proposers should note that the bridge over Lofton Creek on Page’s Dairy is to be replaced by FDOT with funding in 2021. FDOT is currently conducting a PD&E study for that project. Additionally, it should be noted that the widening of Page’s Dairy is being funded by FDOT and will require a separate (or component) set of plans and specs so that design, construction and CEI costs can be accounted for appropriately.

The selected consulting firm will perform services including, but not limited to the following:

2.0 SCOPE OF PROJECT:

- 2.1 Design and provide the construction documents to improve the Page’s Dairy/Chester Intersection to include Signalization, Railroad coordination and resurfacing of approximately 2 miles of roadway north of Heron Isles Parkway to Rose’s Bluff.
- 2.2 Design and provide the construction documents for the widening of Page’s Dairy Road from the west end of the intersection improvements project (described above) to Felmor road to provide paved shoulders.
- 2.3 Lengthening and/or replacement design of the existing crossdrains and/or sidedrains, as required, to meet the proposed typical section clear zone requirements and ensure the design life of the improvements and existing facilities are equivalent.
- 2.4 Signalization
- 2.5 Signing, striping marking.
- 2.6 Roadway design shall meet the minimum requirements of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, commonly known as the “Florida Greenbook”.

- 2.7 The work will include survey, geotechnical, environmental and any other investigations to support the design.
- 2.8 Consultant shall provide:
- All necessary permits
 - Utility coordination
 - Railroad coordination
 - Construction documents
 - Post design services

Attachment "B"

Fee Proposal

Department of Public Works

Nassau County, Florida

	<u>Current</u>	Amendment	<u>Total</u>
	<u>Contract</u>	#3	<u>Amended</u>
	<u>Amount</u>	Amounts	<u>Contract</u>
			<u>Amount</u>
1. Chester Road Resurfacing Project			
Connelly and Wicker	\$78,950.37		\$78,950.37
DRMP	\$82,804.52		\$82,804.52
Universal Engineering	\$21,453.44	\$2,800.00	\$24,253.44
Post Design Services (L.A.)	\$5,000.00		\$5,000.00
Subtotal	\$188,208.33		\$191,008.33
2. Chester Road at Pages Dairy Intersection			
Connelly and Wicker	\$297,416.28		\$297,416.28
DRMP	\$49,813.10		\$49,813.10
Peters and Yaffee	\$36,352.34		\$36,352.34
Universal Engineering	\$12,056.44		\$12,056.44
Environmental Services	\$19,200.00		\$19,200.00
Post Design Services (L.A.)	\$20,000.00		\$20,000.00
Subtotal	\$434,838.16		\$434,838.16
3. Pages Dairy Road Widening			
Connelly and Wicker	\$171,261.93		\$171,261.93
DRMP	\$203,831.57		\$203,831.57
Universal Engineering	\$25,846.40	\$8,400.00	\$34,246.40
Environmental Services	\$22,100.00		\$22,100.00
G.M. Hill Engineering	\$ 0.00	\$15,034.47	\$15,034.47
Post Design Services (L.A.)	\$10,000.00		\$10,000.00
Subtotal	\$433,039.90		\$456,474.37
Total	<u>\$1,056,086.39</u>	<u>\$26,234.47</u>	<u>\$1,082,320.86</u>

EXHIBIT “1”

Supplemental Fee #2 Chester Road Resurfacing Project

Additional scope for the Chester Road Resurfacing Project includes:

- UES - Four dynamic cone penetrometers (DCPs) to generate roadway subgrade LBR's. (\$2,800)

Sub-consultant tasks include:

- Geotechnical - UES

UNIVERSAL ENGINEERING SCIENCES

UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Chester Road Resurfacing Additional Services
PROJECT LOCATION: Nassau County, Florida
CLIENT NAME: Mr. Will Lanier, P.E. DATE: May 17, 2018
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 PHONE NO.: 904/265-3030
Jacksonville, Florida 32246 EMAIL: wlanier@cweng.com

I. Scope of Services and Understanding of Project

Mobilization of crew and coring equipment. Perform four dynamic cone penetrometers (DCPs) to depths of 24 inches below the pavement. Patch coreholes upon completion. Includes appropriate MOT procedures. Include results in a report with correlations of DCP values to LBR.

UES Proposal No. 1569689
estimated fee - \$2,800.00

- II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:
A. UES General Conditions
B. UES Proposal Dated: May 17, 2018
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Social Security No. or Federal Identification No.:
Address:
Attention: Title:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT BY (Signature) PRINTED NAME TITLE DATE
UNIVERSAL ENGINEERING SCIENCES, INC. BY (Signature) Stephen R. Weaver, P.E. Geotechnical Services Manager May 17, 2018

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Supplemental Fee #2
Pages Dairy Road Widening Project

Additional Scope for Pages Dairy Road includes:

- UES - Geotechnical tests to determine recommendations for remediation of dips in the roadway on either side of the 10'x6' box culvert. In addition, two SPT Borings in the proposed box culvert extension areas for the structural design. (\$5,300)
- UES - Five dynamic cone penetrometers (DCPs) to generate roadway subgrade LBR's. (\$3,100)
- G.M. Hill - Structural design services for the 10'x6' box culvert extension. (\$15,034.47)

Sub-consultant tasks include:

- Geotechnical - UES
- Structural - G.M. Hill

UNIVERSAL ENGINEERING SCIENCES

UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Pages Dairy Road Culvert/Pavement Distress
PROJECT LOCATION: Nassau County, Florida
CLIENT NAME: Mr. Danny Waltermeyer, P.E. DATE: October 16, 2018
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 PHONE NO.: 904/265-3030
Jacksonville, Florida 32246 EMAIL: dwaltermyer@cweng.com

I. Scope of Services and Understanding of Project

Initial site visit by an engineer. Mobilize drill crew and equipment. Perform two standard penetration test borings to depths of 20 feet adjacent to the distressed pavement area and two SPT borings to depths of 20 feet in the proposed culvert extension areas. Perform two static cone penetrometer soundings to depths of 8 feet. Patch coreholes. Flagman for traffic control. Perform index and classification testing on representative samples. Perform two corrosion series tests on soil samples and one on a water sample obtained from the culvert extension areas. Transmit a report with a description of the field and laboratory test procedures, the test results, an evaluation of the distress noted with respect to the subsurface conditions encountered, recommendations for remediation, and recommendations for site preparation for the proposed culvert extensions.

UES Proposal No. 1605066 v2
estimated fee - \$5,300.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions
B. UES Proposal Dated: October 16, 2018
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Social Security No. or Federal Identification No.:
Address:
Attention: Title:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT UNIVERSAL ENGINEERING SCIENCES, INC.
BY (Signature) BY (Signature)
PRINTED NAME Stephen R. Weaver, P.E.
TITLE Geotechnical Services Manager
DATE October 16, 2018

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Pages Dairy Road Widening Additional Services
PROJECT LOCATION: Nassau County, Florida
CLIENT NAME: Connelly & Wicker, Inc. Mr. Danny Waltermyer, P.E.
DATE: May 17, 2018
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 Jacksonville, Florida 32246
PHONE NO.: 904/265-3030
EMAIL: dwaltermyer@cwieng.com

I. Scope of Services and Understanding of Project

Mobilization of crew and coring equipment. Perform five dynamic cone penetrometers (DCPs) to depths of 24 inches below the pavement., including four along Pages Dairy Road and one along Felmor Road. Patch coreholes upon completion. Includes appropriate MOT procedures. Include results in a report with correlations of DCP values to LBR.

UES Proposal No. 1569689
estimated fee - \$3,100.00

- II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:
A. UES General Conditions
B. UES Proposal Dated: May 17, 2018
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Social Security No. or Federal Identification No.:
Address:
Attention: Title:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT BY (Signature) PRINTED NAME TITLE DATE
UNIVERSAL ENGINEERING SCIENCES, INC. BY (Signature) Stephen R. Weaver, P.E. Geotechnical Services Manager May 17, 2018

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: **Pages Dairy Road at Blounts Branch**
 County: **Nassau**
 FPN: **0**
 FAP No.: **N/A**

Consultant Name: **Connelly & Woker**
 Consultant No.: **enter consultants proj. number**
 Date: **10/22/2018**
 Estimator: **GMH**

Staff Classification	Total Staff Hours from "SH Summary Firm"	Project Manager	Senior Engineer	Project Engineer	Design Engineer (EI)	Design Technician	Admin Assistant	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
9. Structures - Misc. Tasks, Dwgs, Non-Tech	23	21	0	8	2	0	0	0	0	0	0	0	0	31	\$1,544	\$49.80
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
18. Structures - Miscellaneous	80	8	12	20	16	24	0	0	0	0	0	0	0	80	\$3,116	\$38.95
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total Staff Hours	103	29	12	28	16	24	0	0	0	0	0	0	0	111		
Total Staff Cost		\$1,533.52	\$630.48	\$1,260.00	\$659.70	\$576.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,858.70	\$41.88

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			
OVERHEAD:	188%		\$4,859.70
OPERATING MARGIN:	33%		\$8,774.22
FCCM (Facilities Capital Cost Money):	0.0900%		\$4.81
EXPENSES:	1.75%		\$81.54
SUBTOTAL ESTIMATED FEE:			\$18,034.47
Survey (Field)	0	4-man crew da \$ - /day	\$0.00
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$18,034.47
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$18,034.47

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: Danette Goss

Pages Dairy Road at Blounts Branch

0

Task No.	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
General Drawings											
9.1	Index of Drawings	Sheet	1	0	1	0	Assumes limited due to extension only				
9.2	Project Layout	Sheet	1	4	1	4	Assumes N/A				
9.3	General Notes and Bid Item Notes	Sheet	1	2	1	2	Assumes N/A				
9.4	Miscellaneous Common Details	Sheet	0	0	1	0	Assumes N/A				
9.5	Incorporate Report of Core Borings	Sheet	1	0	1	0	Assumes N/A				
9.6	Existing Bridge Plans	LS	1	0		0	Assumes NO EXISTING BRIDGE PLANS Required				
9.7	Assemble Computation Book and Quantities	LS	1	0		0	ASSUMES NO COMP BOOK NOR Formal QUANTITIES for FDOT, Quantities provided for contractor use only				
9.8	Cost Estimate	LS	1	0		0	ASSUMES NO COST ESTIMATE				
9.9	Technical Special Provisions	LS	1	0		0	Assumes SHOP DRAWING REVIEWS NOT INCLUDED				
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					5	6					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	0	0	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
17	Retaining Walls	0								0	
18	Miscellaneous Structures	80									80
Structures Technical Subtotals		80	0	0	0	0	0	0	0	0	80
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.10	Field Reviews	LS	1	0	0						
9.11	Technical Meetings	LS	1	8	8						
9.12	Quality Assurance/Quality Control	LS	%	3%	3						
9.13	Independent Peer Review	LS	%	0%	0						
9.14	Supervision	LS	%	3%	3						
Structures Nontechnical Subtotal					14						
9.15	Coordination	LS	%	3%	3						
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					23						

Technical Meetings

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	4	0
Subtotal Technical Meetings				0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	1	0
Total Meetings				0

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Project Activity 18: Structures - Miscellaneous

Estimator:

Pages Dairy Road at Blounts Branch

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	2	40	2	80	2' extension both sides of the road
Strain Poles							
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
Mast Arms							
18.5	Mast Arms	EA Pole	0	0	0	0	
Overhead/Cantilever Sign Structures							
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
High Mast Lighting							
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	
Sound Barrier Walls (Ground Mount)							
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	0	0	0	0	
Special Structures							
18.19	Fender System	LS	0	0		0	
18.20	Fender System Access	LS	0	0		0	
18.21	Special Structures	LS	0	0		0	
18.22	Other Structures	LS	0	0		0	
18. Structures - Miscellaneous Total					2	80	