

**AGREEMENT FOR PROFESSIONAL ENGINEERING (CEI) SERVICES
FOR CR 115 WIDENING AND RESURFACING PROJECT
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 18th day of November 2019, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CDM Smith, Inc.**, a Foreign Profit Corporation, whose Florida office address is located at 7029-1 Commonwealth Avenue, Jacksonville, FL 32220, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional engineering (CEI) services for the widening and resurfacing project on CR 115; and

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

WHEREAS, the Consultant desires to render certain professional engineering (CEI) 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

1.1 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 professional engineering (CEI) services in accordance with the *Scope of Services* and any additional services as may be specifically designated and additionally authorized by the parties. Such additional authorizations will be in the form of an written amendment agreed upon by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

3.1 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 Engineering Services to act on the County's behalf with respect to the Scope of Services. The County Engineer, 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

4.1 The term of this Agreement shall begin on its complete execution and end one (1) year from the execution date. 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 "Estimated 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 County Engineer, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

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

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

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - DOCUMENTS

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

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto Attachment "A";
- 7.3** Estimated 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

8.1 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

9.1 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

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

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 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

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

ARTICLE 14 - INSURANCE

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

ARTICLE 15 – ACCESS TO PREMISES

15.1 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

17.1 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

19.1 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

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 Consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the public agency to

perform the service.

b. 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.

c. 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 Agreement if the consultant does not transfer the records to the public agency.

d. Upon completion of the Agreement, 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 Consultant transfers all public records to the public agency upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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

21.1 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

22.1 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

23.1 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

24.1 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 Nassau County Board of County Commissioners 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 2
Yulee, Florida 32097

904-530-6040
ghagins@nassaucountyfl.com

With a copy to the County Attorney at:

96135 Nassau Place, Suite 6
Yulee, Florida 32097

CONSULTANT:

Bill Glennon
CDM Smith, Inc.
7029-1 Commonwealth Avenue
Jacksonville, FL 32220
904-781-8131
glennonwm@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. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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

ARTICLE 26-DISPUTE RESOLUTION


26.1 The County may utilize this section, at their discretion, as to disputes regarding agreement interpretation. The County may send a written communication to the Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the agreement. A response shall

be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Consultant. The Consultant should have a representative, at the meeting that can render a decision on behalf of the Consultant.

If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

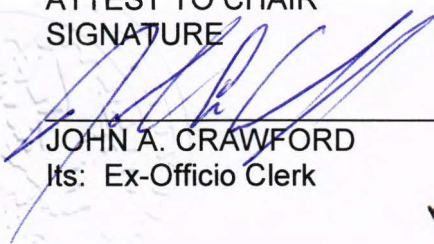
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first written above.

**Nassau County,
Board of County Commissioners**


Justin M. Taylor
Its: Chair

Date: November 18, 2019

ATTEST TO CHAIR
SIGNATURE


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:


MICHAEL MULLIN

MES
11 20 19

ATTEST:

CDM Smith, Inc.

Paul Milligan
(Corporate Secretary)

Paul Milligan
Type/Print Name of Corporate Secy.

Amelia H. Davies
Signature of President/Owner
Associate

Amelia H. Davies
Type/Print Name of President/Owner
Associate

Date: 11-13-19



CORPORATE ACKNOWLEDGEMENT

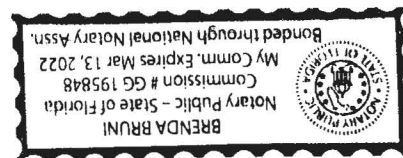
STATE OF Florida :
COUNTY OF Lee :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Amelia H. Davies, of CDM Smith Inc.
A Foreign Profit Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 13 day of November, 2019.

[Signature]
Signature of Notary Public
State of Florida at Large

Brenda Bruni
Print, Type or Stamp
Name of Notary Public



- ☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☒ DID take an oath, or
☐ DID NOT take an oath.



CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 2

Attachment "A"

Construction Engineering and Inspection
Scope of Services

For

Project Description: CR 115 (Old Dixie Highway)

Widening and Resurfacing

Project No.:





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 3

Scope of Services
Construction Engineering and Inspection

CR 115 (Old Dixie Highway) Widening
and Resurfacing

1.0 Purpose:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project(s) listed below.

2.0 Scope:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Contract Documents. The projects for which the services are required are:

Description(s): **CR 115 (Old Dixie Highway) Widening and Resurfacing**
County: **Nassau**

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.

Other projects developing within geographical area of Nassau County may be added at the County's discretion.

3.0 Length of Services:

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by County.

For estimating purposes, the Consultant will be allowed an accumulation of seven (7) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the project and fourteen (14) calendar days to demobilize after final acceptance of the Contract.

4.1 Items to be Furnished by the County to Consultant





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 4

The County, on an as-needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

5.1 Items Furnished by the Consultant:

5.2 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.

5.3 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Field office equipment shall be maintained and in operational condition at all times.

6.0 Liaison:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the County Construction Manager.

7.0 Performance of the Consultant:





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 5

During the term of this Agreement and all supplemental thereof, the County will review various phases of the Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews.

8.1 Requirements:

8.2 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

8.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant will monitor all off-site activities and fabrication as applicable. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

8.4 Sampling and Testing:

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 including Asphalt Plant Verification testing.





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 6

The Consultant will perform inspection and sampling of materials and components at locations remote from the vicinity of the project and the Consultant will perform testing of materials normally done in a laboratory remote from the project site, as required.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc. The County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

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.

The Consultant shall be responsible for transporting samples to be tested in an approved laboratory.

The Consultant will input verification testing information and data into the Consultant's database.

8.5 Engineering Services:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

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. The Consultant shall perform the following services:

- A. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention and MOT measures associated with the project. Provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".
- B. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow,





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 7

milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

- C. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- D. Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- E. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the County to make timely payment to the Contractor.
- F. Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release.
- G. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.1 Personnel:

9.2 General Requirements:





CR 115 (Old Dixie Highway) Widening and
Resurfacing
October 9, 2019
Page 8

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B".

9.3 Personnel Qualifications:

Considering the project's State funding, through the "FDOT Small County Outreach Program", Consultant personnel shall conform with FDOT requirements, holding all relevant CTQP qualifications. The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

9.4 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working.

10.0 Offer of Final Payment:

Consultant shall make a pre-final inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations there under so that the Consultant may recommend approval, in writing, of final payment to the Contractor.

11.0 Invoicing:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County.

12.1 Other Services:

Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The





CR 115 (Old Dixie Highway) Widening and
Resurfacing

October 9, 2019

Page 9

following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with this Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

13.0 Post Construction Claims Review:

In the event the Contractor submits a claim for additional compensation and /or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

14.1 Other Considerations:

- A. Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.
- B. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications and design concepts.
- C. Continuous inspections by Consultant's employees do not mean that Consultant is observing placement of all materials.
- D. Full-time inspection means that an employee of Consultant has been assigned for 40 hours per week.
- E. A certification that the project was built according to the plans, specifications and relevant portions of the contract documents.
- F. All time material and manpower necessary to certify the work. IMSA inspector or others as required.





CR 115 (Old Dixie Highway) Widening and Resurfacing
October 9, 2019
Page 10

- G. Coordination with the FDOT in the field and responsibility for close out package submittal to FDOT and one original copy of the same to Nassau County.
- H. Perform as the contract administrator and collect RFI's and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
- I. Recommendation and preparation of any field changes and cost analysis and concurrence with the contractor prices.
- J. Recommendation of all change orders (including weather days) and analysis and concurrence with contractor prices proposed.
- K. Bi-weekly status reports, field meetings, etc.
- L. Analysis of the QC plan for compliance (coordination with EOR as applicable)
- M. Submittal of shop drawings to EOR and County as applicable.
- N. Keep daily reports and provide to County as necessary.
- O. Review submittals, (schedule of values, projectschedules)
- P. Review of As-builts for needed corrections.
- Q. Ensure the contractor is doing proper MOT, NPDES and other required reporting.
- R. Conduct pre-con meeting.
- S. Work with County and/or FDOT when appropriate to schedule and conduct inspection at substantial and Final Completion.
- T. Review and approve each pay request by Contractor (quantities and dollars) and confirm or deny for payment.
- U. Conduct a pre-pave meeting.
- V. Prepare notes and summaries of all meetings.
- W. Know the Contract and represent the County in the execution thereof.
- X. Collect and retain all asphalt, concrete and limerock "tickets".
- Y. Ensure testing is done per the contract documents. Collect and retain all test results and inform County of any issues.





CR 115 (Old Dixie Highway) Widening and Resurfacing
October 9, 2019
Page 11

Z. Inform the County when approaching plan quantities so as to not overrun pay items.

15.0 Services Excluded:

The Consultant shall not be responsible for the following services: performance of materials testing with the exception of asphalt plant verification testing, review of MBE participation, management of project through warranty period/claims, geotechnical services or investigations (including underdrain evaluations), engineering design services, OSHA or other Regulatory Safety Inspections, Survey or Construction Stakeout, permitting or permit fees and Asbuilt Survey and Certifications.





CR 115 (Old Dixie Highway) Widening and Resurfacing
October 9, 2019
Page 12

Attachment "B"

Construction Engineering and Inspection
Estimated Fee Schedule & Staffing For Man-Hours

Project Description: CR 115 (Old Dixie Highway) Widening
and Resurfacing

Project No.:



Bid No. NC19-021
 Professional Engineering Services
 for CR 115 Widening and Resurfacing Project

10/25/2019

Personnel Classifications	2019														Estimated Start Date	Estimated End Date
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14		
Pavement Management for Nassau County	Pre													Post	11/4/2019	10/9/2020
															Months	Hours
Sr. Project Engineer	0.10	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.10	3.80	627.00
Project Administrator/Project Engineer	0.15	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.10	9.85	1625.25
Sr. Inspector	0.10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.10	12.20	2013.00
Sr. Inspector	0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	8.50	1402.50
Inspector	0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.10	10.60	1749.00
Inspector	0.00	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	5.00	825.00
Contract Support Specialist	0.15	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.10	6.25	1031.25

1. Perform CEI Services as an extension of County in the Consultant Engineering and Inspection (CEI) Service of CR 115 for Nassau County, FL
2. Project Administration, Construction Engineering Inspection and Issue Resolution
3. It is estimated that Construction is scheduled to begin on this project in Dec 2019 (Pre-Con Nov 2019).
4. Contract Construction Duration = 340 days ~ 1 year

Bid No. NC19-021
 Professional Engineering Services
 for CR 115 Widening and Resurfacing Project

10/25/2019

25-Oct-19				
CEI Services				
CR 115 Old Dixie Highway				
Nassau County				
CDM Smith, Inc.				
Employee Classification	OT Allowed			
		Man-Hours	Billing Rate	Cost
Sr. Project Engineer CDM	N	627.0	\$177.62	\$111,367.74
Project Administrator/Project Engineer CDM	N	1625.3	\$135.92	\$220,903.98
Sr. Inspector CDM	Y	2013.0	\$92.35	\$185,900.55
Sr. Inspector ETM	Y	1402.5	\$99.18	\$139,099.95
Inspector CDM	Y	1749.0	\$77.95	\$136,334.55
Inspector CDM	Y	825.0	\$77.95	\$64,308.75
Contract Support Specialist CDM	N	1031.3	\$106.40	\$109,725.00
VT Testing Services (Cal-Tech Testing, Inc.)	N	1	\$32,145.00	\$32,145.00
TOTAL LIMITING AMOUNT				\$999,785.52

1. Consultant must obtain written approval from the County prior to working overtime on any Project.
2. Overtime will only be allowed for Sr. Inspector and/or Inspector positions, as approved in writing by the County.
3. Not to Exceed contract with all excess, unused funds returned to the County.
4. Contract time is estimated to be approximately one- (1) year. If Contract time is exceeded an Amendment may be negotiat

Exhibit "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

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)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/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:

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

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

AUTOMOBILE LIABILITY INSURANCE

The Contractor/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
---------------------------------------	-------------

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.

UMBRELLA LIABILITY INSURANCE

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

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

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

The Contractor/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:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
OR	
Each Occurrence/Annual Aggregate – Non Project Specific Form	\$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.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Umbrella Liability insurance, Professional Liability, Environmental Liability, insurance coverage (as applicable) meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

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

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

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability, Umbrella Liability and Environmental 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 not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

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, Environmental 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.