

**WORK AUTHORIZATION # CM2420-WA04**

**NASSAU COUNTY  
BOARD OF COUNTY COMMISSIONERS RFQ/BID NO. NC16-029**

<b>Consultant:</b>	England-Thims & Miller, Inc.
<b>Contract Number:</b>	CM2420-WA04
<b>Contact Name:</b>	Jim Donchez
<b>Contact Number:</b>	904-642-8990
<b>Email:</b>	DonchezJ@etminc.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Chester Road Resurfacing			
		CONTRACT OVERVIEW	
<b>Date Submitted</b>	2/4/19	<b>Total of Previous Authorizations</b>	\$146,565.13
		<b>Change Orders/Adjustment</b>	0
<b>Amount</b>	\$113,532.30	<b>This Work Authorization</b>	\$113,532.30
<b>Scheduled Completion</b>	See below	<b>Current Contract Total</b>	\$260,097.43

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Construction Engineering Inspection (CEI) Services for Nassau County, Florida, dated June 12, 2017. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

England-Thims & Miller, Inc. shall provide Construction Engineering and Inspection service to be on the Project site to observe the performance of the work for conformance with the approved contract drawings, plans, and specification to the contract documents in accordance with attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

England-Thims & Miller, Inc. will provide all services included within the scope of services within total construction time of 120 days plus 7 days prior to the issuance of the contractor's notice to proceed for substantial completion and 30 days to demobilize for project final completion. Task completion for individual requests under this work authorization will be determined on a case by cases basis.

ARTICLE 3. Budget

England-Thims & Miller, Inc. will perform the scope of services outlined herein for a not to exceed fee \$113,532.30. Performed services will be paid on an hourly rate basis per contract, attached hereto as Exhibit "B".

Article 4. Other Provisions


The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

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In presenting this Work Authorization, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services is attached.

AGREED TO BY:

BY:   
Print Name: Buckley Williams  
Title: Vice President  
Date: 2/4/19

**RECOMMENDED AND APPROVED BY NASSAU COUNTY:**

Public Works Director: \_\_\_\_\_

Board of County Commissioners, Chair \_\_\_\_\_

Ex-Officio Clerk: \_\_\_\_\_

County Attorney: \_\_\_\_\_

APPROVED by the BOARD OF COUNTY COMMISSIONERS, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Account number: 63470541-563360 PDCII

9/27/18

**Exhibit "A"**

**SCOPE AND SERVICES**  
**AND ENGINEERING INSPECTION**

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 projects 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:

Descriptions: Chester Road Resurfacing Project  
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 SERVICE:

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 first project and twenty (20) calendar days to demobilize after final acceptance of the last Contract.

4.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

The County, on 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).

5.0 ITEMS FURNISHED BY THE CONSULTANT:

5.1 Vehicles:

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

5.2 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 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 Construction Project Manager.

7.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the County will review various phases of 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.

8.0 REQUIREMENTS:

8.1 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.

8.2 On-site Inspection:

The Consultant shall monitor only 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 shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

8.3 Sampling and Testing:

The Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and monitor the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant will monitor 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

8.4 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

Project No.: NC19-004 - Chester Road Resurfacing Project

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 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, 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. 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.

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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.

9.0 PERSONNEL:

9.1 General Requirements:

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."

9.2 Personnel 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 County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

9.3 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 the 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.

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11.0 INVOICING:

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

12.0 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 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.

14.0 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.



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- d. Full-time inspection means that an employee of Consultant has been assigned for 40 hours per week.
- e. 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.
- f. Provide recommendation and preparation of any field changes and cost analysis and concurrence with contractor prices.
- g. Provide recommendation of all change orders (including weather days) and analysis and concurrence with contractor prices proposed.
- h. Analysis of the QC plan for compliance (coordinate with EOR as applicable)
- i. Submittal of shop drawings to EOR and County as applicable.
- j. Keep daily reports and provide to County as necessary.
- k. Review submittals, (schedule of values, project schedules)
- l. Review of As-builts for needed corrections.
- m. Ensure the contractor is doing proper MOT, NPDES and other required reporting.
- n. Conduct pre-con meeting.
- o. Work with County (and/or FDOT when appropriate) to schedule and conduct inspection at substantial and Final Completion.
- p. Review and approve each pay request by Contractor (quantities and dollars) and confirm or deny for payment.
- q. Conduct a pre-pave meeting.
- r. Know the Contract and represent the County in the execution thereof.
- s. Collect and retain all asphalt, concrete and limerock "tickets"
- t. Ensure testing is done per the contract documents. Collect and retain all test results and inform County of any issues.
- u. Inform the County when approaching plan quantities so as not to overrun pay items.

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15.0 SERVICES EXCLUDED:

The consultant shall not be responsible for the following services:

- Performance of any materials testing services, including offsite asphalt plant testing
- Review of MBE participation
- Management of project through warranty period/claims
- Geotechnical services or investigations (including underdrain evaluations)
- Engineering design services including post-design services
- OSHA or other Regulatory Safety Inspections
- Survey or Construction Stakeout
- Permitting or permit fees
- Asbuilt Survey and Certifications
- Off-site inspections
- Public Information Officer Services
- Utility Inspections

**Exhibit "B"**

**Consultant CEI: England-Thims & Miller, Inc.**  
**Project Name: Chester Road Resurfacing**  
**Bid No (s): NC 16-029**

	<b>Hours *</b>	<b>Rates</b>	<b>Direct Labor</b>
<b>Senior Project Engineer</b>	70	203.22	14,225.40
<b>Project Administrator</b>	246	141.15	\$34,722.90
<b>Senior Inspector</b>	720	89.70	\$64,584.00
<b>Total Hours</b>	<b>1036</b>	<b>Total Direct Labor</b>	<b>\$113,532.30</b>
Straight Overtime @ 0%		Direct Labor	\$0.00
		<b>Subtotal</b>	<b>\$113,532.30</b>
		Premium Overtime	\$0.00
		<b>Total</b>	<b>\$113,532.30</b>

\* Hours based from schedule provided by Nassau County