

**CONTRACT NEGOTIATION SESSION FOR BID NO. NC16-030
CR115 WIDENSING AND RESURFACING PROJECT
COUNTY COMMISSIONERS' CONFERENCE ROOM
TUESDAY, JULY 25, 2017 – 11:00 A.M.**

A noticed contract negotiation session was held this 25th day of July 2017 at 11:00 a.m. in the County Commissioners' Conference Room at the James S. Page Governmental Complex, Yulee, Florida to conduct contract negotiations with EltonAlan, Inc. for contract for design, permitting and post design services for CR115 (Old Dixie Highway) Widening and Resurfacing Project- Bid No, NC16-030. Present were Scott Herring, Public Works Director; Charlotte Young, Contract Management; and Angela Gregory, Procurement Manager. Representing EltonAlan, Inc. was Paul Doherty, Designer, and Michael Holcomb, Project Manager. Also present was Peggy Snyder, recording secretary.

Ms. Young provided background information as this process has been ongoing for some time. She explained that the Request for Proposals (RFP) – Part 1, Bid No. NC16-030 was issued and proposals were received on November 16, 2016. The Evaluation Committee scored and ranked the proposals (Part 1) on January 13, 2017 and shortlisted to four (4) firms; RFP NC16-030 (Part 2) was issued to the short-listed firms and proposals were received on February 28, 2017. The Evaluation Committee scored and ranked the proposals (Part 2) on March 30, 2017. On May 17, 2017, the Board of County Commissioners approved the ranking and authorized negotiations with the top ranked firm, EltonAlan, Inc.

Ms. Young mentioned that some of the communications that have been done since the award and authorization to negotiate with EltonAlan, Inc. include an email from Mr. Holcomb on May 31, 2017 providing the proposed Scope of Services and Fee Proposals for CR115 was received by Mr. Herring who forwarded it to Contract Management on June 16, 2017. On July 21, 2017, an email was sent from Contract Management to EltonAlan providing the first draft (Draft 1) of the proposed agreement including attachments and exhibit. On the same day, July 21, 2017, an email was received from Mr. Holcomb requesting clarification regarding insurance requirements and Contract Management responded that insurance requirements will be discussed at this July 25, 2017 negotiation session.

Ms. Young referred to the contract documents and began discussion of the agreement which will include the insurance requirements. Mr. Holcomb affirmed that on the agreement, the name and address was correct. Ms. Young explained that regarding the insurance requirements, there have been changes in the County's Risk Management Department's recommendations of what the insurance policy should cover since this agreement went out. Risk Management has provided Contract Management with certain templates for certain services. For Professional Services, particularly like Design, they gave Contract Management a copy of General Information and Minimum Insurance Requirements (Exhibit 1). In the agreement, Contract Management struck all the insurance requirements that were in the draft agreement that was part of the RFP. She added that the insurance requirements would be included as Exhibit 1. In response to Mr. Holcomb's question in his email regarding insurance requirements, Ms. Young explained that the difference in requirements is that the insurance would be "project specific" coverage. If EltonAlan cannot get the insurance "project specific", then Risk Management requested the \$3 million aggregate. She explained that when a company has a \$1 million policy, it covers any claims that the firm may have; no matter if they were working for Nassau County or anyone else. As the County does not know what claims are outstanding and may already be taking part of that \$1 million. For Nassau County, they just want to ensure that the coverage is stated to be "project specific" for this specific job. This will guarantee that Nassau County has the \$1 million coverage for this specific project. If not "project specific", the requirement will be \$3 million aggregate. Mr. Holcomb will advise his insurance agency of these requirements; however, he did not anticipate any issue. Mr. Holcomb did not have any issues with any other verbiage in the agreement.

Next, the group discussed the Scope of Services which is identified as Attachment A of the agreement. Ms. Young pointed out that this Scope of Services was part of the RFP and is specific to this project. Mr. Herring explained that he was looking at the Scope of Services and the Fee Proposal that Mr. Holcomb submitted on May 31, 2017. His first question was on page two of five (B)1, Professional Services, Data Collection. He inquired if the new data does not support the existing data, additional field work will be required under supplement agreement; therefore, do they want to do a supplemental agreement or does Mr. Holcomb have an idea of what that will cost in order to include it as an 'alternate.' Mr. Herring's reasoning for the "alternate" being that a supplemental agreement would basically stop everything until that was done. Mr. Holcomb agreed with Mr. Herring on this method; he estimated the data collection to be approximately \$20,000. Basically, he explained, they have all of the existing data survey on the first part; therefore, they will just go out and check the data. If there are not a lot of changes, they are in good shape. Mr. Herring inquired how to structure this in the contract. Ms. Young explained that a lump sum fee was proposed for the project; therefore, they would have to break this out as a separate lump sum. Mr. Herring pointed out that EltonAlan will provide a cost for this data collection but the cost will not be incurred unless it is authorized by the county. Mr. Holcomb agreed that EltonAlan will have the lump sum for the base; however, if they get out to the project and the survey is different, then they would have to add the additional cost. Ms. Young suggested a deductive change order if this cost is not utilized. Mr. Herring suggested that EltonAlan break this data cost out as a separate task in Task 1-Data Collection and include a note stating that this task only to be undertaken in the event the survey is different. The geotechnical is not broken out by segment one or segment two which possibly should be done. Mr. Holcomb mentioned that he is fine with the geotechnical; it is just the above ground services. Mr. Doherty pointed out that the data collection service was not much different than post design services; it is a task they cannot start unless they are authorized. If they have their lump sum and supplemental survey as a task; they could not begin the task without prior approval from the county. Mr. Herring advised that he was fine with this. Mr. Holcomb explained that he had received a cost from his surveyors but did not have the information with him.

Regarding the Scope of Services, Mr. Herring remarked that under Construction Plans and Specifications and Environmental Permits, it states "should the project exceed the threshold of these authorizations, additional services provided under a future scope of services will be required for the preparation and submittal of either a Standard General or Individual permits through those agencies." He asked whether EltonAlan was aware of the costs for these permits and could these be handled in the same manner as the survey. Mr. Holcomb explained that he did not anticipate an issue as long as the roadway remained "widening and resurfacing." In the event something happened, there is no way to place a cost on a particular segment. Nothing additional was anticipated on this job permit wise. Mr. Herring confirmed that this project was resurfacing and widening. The goal is to fit the roadway within the rights-of-way.

Mr. Herring addressed post design services which was not included in the fee schedule. Mr. Holcomb will add it to the fee schedule. He usually benchmarks it with \$5,000.00 to cover the time and review of the post design services. Mr. Holcomb explained that the firm will go to the pre-construction meeting with the contractor and then approve shop drawings for any drainage structures and approve their pavement design. Discussion followed. There would be time and material for post design.

Ms. Young clarified that Mr. Holcomb will revised the fee schedule to add the amount they figured for the data collection and also the amount for the post design. She requested that in the fee proposal, could they indicate in each task whether it is lump sum or time and material cost; at the end, they could have the total for lump sum and for time and materials. Mr. Holcomb explained that what he has done in the past is to provide final design totals which will be the lump sum total, the time and materials total, and a project. The survey will be included in the lump sum but as a separate task to be started upon authorization of the county; this will be spelled out on the Scope. Mr. Herring suggested stating, "There

is an additional sum included in the contract; however, work will not begin on this without specific authorization from Nassau County to collect the additional data.”

Mr. Holcomb advised that he will provide the additional data to Ms. Young today. The insurance certificate will be provided once Mr. Holcomb speaks with his insurance company. Ms. Young explained that Nassau County is to be named as the “additional insured” and “project specific.” Discussion followed. Mr. Holcomb will revise the Scope of Services and Fee Proposal and provide the insurance certificate. Once the information is received as agreed, the contract will go to the Board of County Commissioners.

There being no further business, the meeting adjourned at 11:28 a.m.