

Contract No. CM2453
Bid/RFP No. NC16-036

**AGREEMENT FOR DESIGN CRITERIA PROFESSIONAL SERVICES FOR THE FIRE
STATION 71 DESIGN/BUILD PROJECT
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this _____ day of _____ 2017, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and The R-A-M Professional Group Incorporated, a Florida Profit Corporation, whose principle office address is located at 8298 Bayberry Road Suite 1, Jacksonville, Florida 32256 hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional Construction Management Services specifically "Design Criteria Professional Services" for the new Fire Station 71 Design-Build project.; 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 Design Criteria Professional Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant shall provide Design Criteria Professional Services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates Fire & Rescue to act on the County's behalf with respect to the Scope of Services. The Nassau County Fire Chief, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a two (2) year period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Consultant in accordance with the provisions contained in the "Fee Schedule", which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Consultant shall prepare and submit to the Nassau County Fire Chief, 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 project.

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - DOCUMENTS

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

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto Attachment "A";
- 7.3** Fee Schedule attached hereto as Attachment "B";
- 7.4** Request for Qualifications for Design Criteria Professional Services, Bid No. NC16-036;
- 7.5** Proposal submitted by Consultant in response to the Request for Qualifications for Design Criteria Professional Services, Bid No. NC16-036;
- 7.6** Any written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable 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

Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

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

ARTICLE 14 - 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 following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Professional Liability:

- a. Consultant agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Consultant shall maintain such insurance for at least five (5) years from the termination of this Agreement and during this five (5) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the County within thirty (30) days of the change.

14.1.4 Comprehensive Automobile Liability: Coverage must be afforded on

a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.5 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.

- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Consultant except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Consultant. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the County with financial information

concerning any self insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any

purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the contractor is providing

services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the

property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, Florida 32097
904-530-6040
Fax: 904-321-5917

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

CONSULTANT:

The R-A-M Professional Group, Inc.
8298 Bayberry Road, Suite 1
Jacksonville, Florida 32256
904-731-5440
904-731-5465

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.

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

**Nassau County,
Board of County Commissioners**

DANIEL B. LEEPER

Its: Chairman

Date: _____

ATTEST TO CHAIR
SIGNATURE

Approved as to form and legal
sufficiency:

JOHN A. CRAWFORD

Its: Ex-Officio Clerk

MICHAEL MULLIN

[Signatures continued on next page]

ATTEST:

The R-A-M Professional Group, Inc.

(Corporate Secretary)_____
Signature of President/Owner_____
Type/Print Name of Corporate Secy._____
Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :
:SS
COUNTY OF _____:

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 _____, of, _____
A _____ 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 ____ day of _____, 20__.

Signature of Notary Public
State of Florida at Large_____
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.

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ED. REC. QLE DIER

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Attachment A
Scope of Services for
Design Criteria Professional Services
Board of County Commissioners, Nassau County, Florida

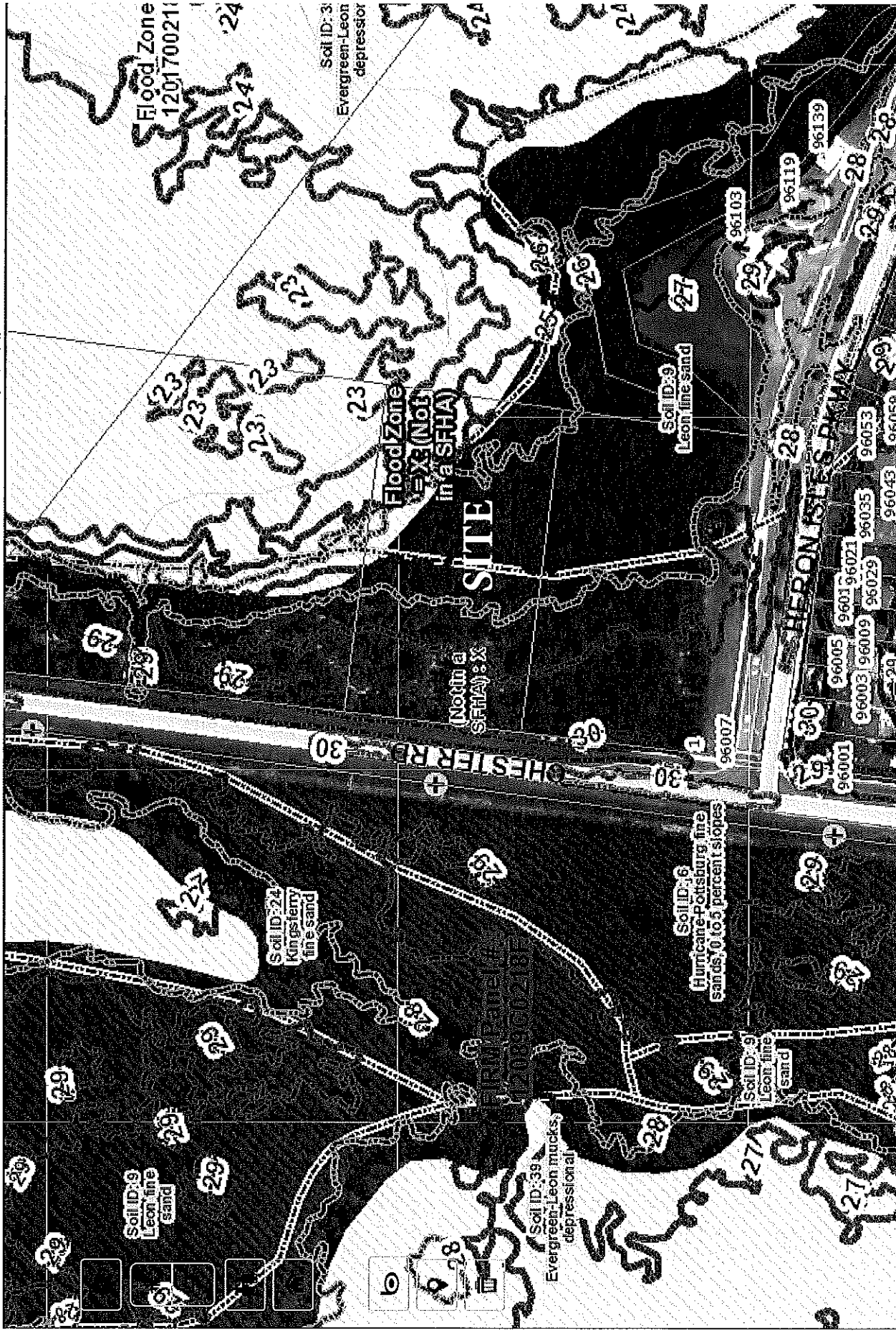
Fire Station Construction

The Design Criteria Package at a minimum shall contain concise, performance-oriented drawings or specifications of the public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build firms to prepare a bid or a response to the County's request for proposal, or to permit the County to enter into a negotiated Design-Build contract. The Design Criteria Package must at a minimum specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, material quality standard, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the project.

The basic services provided by the Design Criteria Professional shall include but not be limited to preparation of bidding documents incorporating schematic design, performance specifications and design criteria for the Project (the bidding documents shall require compliance with the design criteria by the Design-Build firm awarded this Project) and enforcement of the design criteria including but not limited to notifying the County of regarding the Design-Builder's compliance or non-compliance with the requirements of the design criteria.

The firm will be required provide the following services:

1. Review and perform a site visit.
2. Provide requirements for the required Geotechnical Services that will provide for testing and analysis of the existing soil on site to ensure compatibility for construction of the fire station.
3. Provide requirements for the Engineering and Civil Site Design services to include the details necessary for the design of the project. This shall include water and sewer connections plans. The firm shall provide guidance for geometry sheets, drainage sheets, utilities, and landscape plans.
4. Provide requirements for the Civil Site Permitting process. Describe coordination requirements with all of the agencies that the County is required to obtain permitting from such as the County Building Department, St. Johns River Water Management, and Department of Environmental Protection.
5. Provide requirements for the Architectural Design Services required. Provide a general design layout of the fire station for the design build team to use in the development their plans. This will require the development of the general construction concepts and finishes.



30% POST-CONSUMER
RECYCLED PAPER

ALLER



THE R-A-M PROFESSIONAL GROUP, INC.

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE • PLANNING • GIS CONSULTANTS

August 2, 2017

LICENSES
CA No. 6489
LC2600197

Mr. Justin Stankiewicz
Procurement Manager
Nassau County Contract Management
96135 Nassau Place, Suite 2
Yulee, FL 32097

Re: Design-Build Criteria Package for Fire Station #71
Nassau Co. Project No. NC16-36
RAM Project No. 216.032.01

Dear Justin:

We want to thank you again for the time you and your team spent with the our team this morning in negotiating the final scope of work and associated fee/budget to prepare the design-build criteria package for the Nassau County Fire Station #71 located on Chester Road just north of Heron Isles Parkway. As negotiated **The R-A-M Professional Group, Inc. (RAM)** shall provide professional services which consist of preparation of a narrative description of the project; architectural, structural, mechanical, electrical, plumbing, fire protection, landscape architecture, and site lighting through 35% design development; site/civil plans to 90% design development to allow for submittal of a St. Johns River Water Management (SJRWMD) Environmental Resource Permit (ERP) application; and applicable discipline specifications to allow contractors to provide comparable bid proposals for the final design and construction of proposed Fire Station #71. Services shall conclude with provision of the design-build criteria package. Post design services were eliminated today which included evaluation of submitted bids, attendance at shortlist presentations, and recommendations for award to Nassau County, however it was discussed that at the County's option, some contractor submittal reviews may be needed in the future on a time and material basis. The following is our negotiated Scope of Services which is based upon our discussions this morning:

SCOPE OF WORK:

Design Team

RAM will serve as the Project Manager of the design team as well as Lead Site/Civil Engineer and Landscape Architect, and will coordinate the work of the other design team members which consist of:

- Thomas Duke Architect, PA (TDA) – Architecture (Exhibit "B.1").
- McVeigh and Mangum Engineers, Inc. (MME) – Structural and MEP Engineering (Exhibit "B.2").
- Geomatics, Inc. (GEOM) – Topographic and Boundary Survey (Exhibit "B.3").
- Environmental Resource Solutions, Inc. (ERS) – Wetlands Delineation/Permitting Assistance (Exhibit "B.4").
Note: Services provided under ERS' Task 3 – Permitting Assistance fee are clarified to be "if-needed" subject to a not-to-exceed budget amount of \$7,500.00.
- Ellis and Associates, Inc. (Ellis) – Geotechnical Engineering (Exhibit "B.5").

Project Limits

The project site is a currently undeveloped ~2-acre parcel located on the eastern side of Chester Road, just north of Heron Isles Parkway. Project limits include the site and adjacent Chester Road right-of-way to allow for driveway and utilities connections designs (see Exhibit "A").

8298 Bayberry Road, Suite 1 - Jacksonville, Florida 32256
904.731.5440 - FAX 904.731.5465
www.ramprofessionalgroup.com

Tasks

1. Review background information, comparable fire station layouts, and site data; and complete an initial site visit.
2. Meet with the new Fire Chief and review preferable building attributes including space types and building organization as well as design considerations, any emerging issues, and relevant codes and standards.
3. Coordinate the development of the building concept floor layout with Fire Chief; obtain through Fire Chief elevation view or finishes of desired project.
4. Coordinate completion of 35% building, structural, and MEP designs.
5. Complete civil/site engineering design (to 90%):
 - a. Coordinate and obtain wetlands delineation from ERS.
 - b. Coordinate and obtain the geotechnical report from Ellis.
 - c. Coordinate and obtain the boundary and topographic survey from GEOM.
 - d. Obtain fire flow test report.
 - e. Prepare geometry and site layout sheets.
 - f. Prepare site grading sheets.
 - g. Prepare paving and drainage sheets/details.
 - h. Prepare stormwater pond layout sheet/calculations.
 - i. Prepare on-site water and sewer and off-site utilities connection sheets
 - j. Prepare conceptual landscaping, irrigation, and lighting plans and related details (to 35%).
6. Complete SJRWMD ERP application. This task shall proceed concurrently with the development of the site/civil engineering design efforts which will include:
 - a. Pre-application meeting with SJRWMD
 - b. Preparation/submittal of ERP application
 - c. Respond to applicable RAI and re-submit as necessary
7. Prepare items needed for design-build solicitation package including site location map, conceptual site plan, project narrative, site and building design plans, technical/performance specifications, and other bidder instructions (Note: preparation of "front-end" specifications are to be completed by Nassau County).

~~Develop proposal form(s) with options. -- DELETED~~

8. Coordinate updating digital package with Nassau County procurement office.
9. Deliverables are based on a digital Word format supplied by Nassau County for previous station which will be updated by RAM to incorporate this station's requirements. Deliverables between Nassau County and RAM will include the information noted above to complete a full design-build solicitation package.

~~Review design-builders' submittal packages and make shortlist recommendations. -- DELETED~~

~~Attend one day of interviews of the shortlisted design-build firms, rate the firms, and make recommendations to Nassau County. -- DELETED~~

10. Attend a total of six (6) meetings at the project site and/or Nassau County offices. A minimum of two (2) appropriate members of the design team will be in attendance at each meeting.

SCHEDULE:

Upon Nassau County's formal Notice to Proceed (NTP), we would expect these tasks to require the following time frames:

- Tasks 1 – 4 20 weeks from NTP
- Tasks 5 – 6 16 weeks from approved building layout
- Tasks 7 – 9 6 weeks from ERP application submittal
- Task 10 As required

ASSUMPTIONS:

1. The conceptual layout, elevations, and sections of the fire station will be presented to the Nassau County Fire Chief once complete. One (1) additional presentation incorporating any applicable comments will be provided as part of the basic Scope of Services. Changes thereafter resulting from circumstances beyond our control will be considered as extra work outside this Scope of Services.
2. All required municipal utilities are assumed to be available adjacent to the site within Chester Road. No on-site lift station design is included.
3. The site/civil plans will be submitted to Nassau County Engineering prior to submittal of the ERP application. Applicable review comments will be incorporated in the ERP application submittal.
4. The SJRWMD ERP application will be submitted as detailed herein by RAM using its best engineering judgment. However, nothing contained herein can guarantee approval or approval time-frames of SJRWMD. One (1) round of agency comments (RAI's) will be incorporated in an application resubmittal if required.
5. If wetland impacts are deemed unavoidable, then services under ERS' Task 3 -- Permitting Assistance (see Exhibit "B.4") will be required. Note: These ERS services will be provided on a time and material basis subject to a not-to-exceed budget of \$7,500.00.
6. Permit application fee(s) will be paid by Nassau County.
7. Any "front end" specifications needed for the design-build solicitation package will be provided by Nassau County.
8. Services captioned herein will be deemed complete upon final delivery of the design-build criteria package. No post design services are included in the Scope of Work and fee. Nassau County will handle all bid, contractor design, and construction phases.
9. Based upon Nassau County's desire for a fire station comparable to the City of Jacksonville project viewed at today's meeting, it is highly unlikely the stated project budget of \$1.7M will be realized, unless the project is significantly reduced in scope. Nothing contained herein guarantees that resultant design-build contractor bids come in at or below the stated budget figure, and no rework will be provided if bids come in higher than the budget unless or until such rework is requested by Nassau County as extra work outside this Scope of Services.
10. No improvements to Chester Road are included in this Scope of Services, including, but not limited to, any paving or drainage improvements or new signalization.
11. Any required IT infrastructure to be included in the facility will be designed and provided by Nassau County.

Mr. Justin Stankiewicz
Design Build Package for Fire Station 71
RAM Project No. 216.032.01
August 2, 2017—Page 4

FEE:

Our fee for this project is proposed as a lump sum amount as shown in Exhibit "B", and includes subconsultant costs identified in Exhibits "B.1" – "B.5". Standard terms and conditions for our work are provided in Exhibit "C". Fee amounts do not include the cost of permit applications, processing, or recording fees.

Task 1-10	\$169,792.81 (Fixed Fee)
	\$7,500.00 (Not-to-Exceed Budget)

We are excited about supporting Nassau County on this new Fire Station #71. We stand ready to assist in the design and development of this project or in other ways as your needs dictate. Please let us know if you have any questions concerning the enclosed. When ready to engage **The R-A-M Professional Group, Inc.** to commence work, we require an authorized signature in the space provided below accepting this scope/fee letter, associated subconsultant exhibits, and our standard terms and conditions, which are attached hereto and made a part hereof (see Exhibit "C").

Best personal regards,
THE R-A-M PROFESSIONAL GROUP, INC.


Wayne C. Reed
Exec. Vice President

Agreed to by:

Daniel B. Leeper, Chairman
Nassau County Board of County Commissioners

Date: _____

WCR/bb
Encl.

EXHIBIT "B"
FEE SUMMARY FOR DESIGN-BUILD SOLICITATION PACKAGE
NASSAU COUNTY FIRE STATION #71

PART I - GENERAL

1. Project Design Build Package for Fire Station 71	2. Project Number 216.032.01
3. Name of Consultant The R-A-M Professional Group, Inc.	4. Date of Proposal 8/2/2017

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-In-Charge/Project Manager	\$ 76.25	32	\$ 2,440.00	
Engineer-of-Record	\$ 68.25	132	\$ 9,009.00	
Deputy Proj. Mgr./Landscape Arch.	\$ -	0	\$ 0.00	
Sr. Drainage Engineer/Permitting	\$ 47.26	64	\$ 3,024.64	
Site/MOT Engineer	\$ 28.75	201	\$ 5,778.75	
CADD Designer	\$ 37.85	369	\$ 13,966.65	
Civil CADD Technician	\$ 20.00	0	\$ 0.00	
Cost Estimating/Admin	\$ 24.85	18	\$ 447.30	
TOTAL DIRECT LABOR	\$ 42.48	816		\$ 34,666.34
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate 156.22 % x Total Direct Labor				\$ 54,155.76
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 88,822.10
8. PROFIT: Labor Related Costs (Item 7) x 10.00%				\$ 8,882.21

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	
Transportation	\$ 302.40
Original Reproducibles	\$ 39.60
Reproduction	\$ 76.50
Shipping	\$ 120.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	\$ 538.50

PART IV - SUBCONSULTANT COSTS

10. Subconsultant Costs (Fixed Fee/Lump Sum)		
Architectural Design Development Package (TDA)	\$ 41,000.00	Exhibit "B.1"
SMEP Design Development Package (M&M)	\$ 17,600.00	Exhibit "B.2"
Topo/Utility Locates Survey (Geomatics Corp.)	\$ 8,200.00	Exhibit "B.3"
Wetland Delineation (ERS)	\$ 1,150.00	Exhibit "B.4"
Geotechnical Soil Evaluation (Ellis)	\$ 3,600.00	Exhibit "B.5"
SUBCONSULTANT COSTS (FIXED FEE/LUMP SUM) SUB-TOTAL		\$ 71,550.00
10. Subconsultant Costs (Not-to-Exceed Budget Amount)		
Wetland Permitting Assistance (ERS)	\$ 7,500.00	Exhibit "B.4"
SUBCONSULTANT COSTS (BUDGET) SUB-TOTAL		\$ 7,500.00

PART V - TOTAL

SUB-TOTAL (FIXED FEE)	\$ 169,792.81
SUB-TOTAL (BUDGET)	\$ 7,500.00
TOTAL AMOUNT OF CONTRACT	\$ 177,292.81

ESTIMATE OF WORK EFFORT AND FEE FOR CONSTRUCTION PLANS (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc. Project No. 216.032.01 Prepared: 8/2/2017 Estimators' Names : Wayne Reed/Benson Birchwood												PROJECT: Design Build Package for Fire Station 71 Located on: Chester Road											
ACTIVITY	PROJECT MANAGER			ENGINEER-OF-RECORD			RATE = \$			-			SR. DRAINAGE ENG.			ROADWAY/MOT ENG							
	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST					
Project General Tasks	25	\$1,906.25		20	\$1,365.00		0	\$0.00		0	\$0.00		0	\$0.00		0	\$0						
Deisgn Build Development	0	\$0.00		76	\$5,187.00		0	\$0.00		0	\$0.00		0	\$0.00		107	\$3,076						
Civil Site Plans	0	\$0.00		15	\$1,023.75		0	\$0.00		0	\$0.00		0	\$0.00		75	\$2,156						
Drainage Analysis	0	\$0.00		12	\$819.00		0	\$0.00		59	\$2,788.34		12	\$345		12	\$345						
Utilities	7	\$533.75		9	\$614.25		0	\$0.00		5	\$236.30		7	\$201		7	\$201						
TOTAL	32	\$ 2,440.00		132	\$ 9,009.00		0	\$ -		64	\$ 3,024.64		201	\$ 5,778.75									

ACTIVITY	RDWY CADD DESIGN			CIVIL CADD TECH.			CLERICAL			MAN			SALARY		
	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST	MAN	LABOR	COST
Project General Tasks	0	\$0.00		0	\$0.00		5	\$124.25		50	\$3,395.50		50	\$67.91	
Design Build Development	115	\$4,352.75		0	\$0.00		6	\$149.10		304	\$12,765.10		304	\$41.99	
Civil Site Plans	203	\$7,683.55		0	\$0.00		6	\$149.10		299	\$11,012.65		299	\$36.83	
Drainage Analysis	34	\$1,286.90		0	\$0.00		1	\$24.85		118	\$5,264.09		118	\$44.61	
Utilities	17	\$643.45		0	\$0.00		0	\$0.00		45	\$2,229.00		45	\$49.53	
TOTAL	369	\$ 13,966.65		0	\$ -		18	\$ 447.30		816	\$ 34,666.34		816	\$42.48	

MISCELLANEOUS DIRECT COST (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc.

PROJECT: Design Build Package for Fire Station 71

Project No. 216.032.01

Located on: Chester Road

Prepared: 8/2/2017

0

Estimators' Names : Wayne Reed/Benson Birchwood

0

ITEM DESCRIPTION					ITEM TOTAL	COMMENTS
Originals (24"x36"; 1" = 20')					\$39.60	
Reproduction (Plots and Copies)						
	11 x 17"	B&W Copy	Roll Plot (24"x36")			
Conceptual Plans	50			Sheets		5 sets (11"x17"; 1" = 40')
90% Phase Submittal	200			Sheets		5 sets (11"x17"; 1" = 40')
Permit Submittal	200			Sheets		5 sets (11"x17"; 1" = 40')
Bid Sets	400			Sheets		10 sets (11"x17")
Total Sheets	850	0	0			
Cost:	11" x 17"	850 Sheets @	\$	0.09 =	\$76.50	
	B&W Copy	0 Sheets @	\$	0.09 =	\$0.00	
	Concept Boards	0 Sheets @	\$	- =	\$0.00	
	24"x36" copy	0 Sheets @	\$	2.20 =	\$0.00	
Travel From: [Consultant Office Location]					\$76.50	
To Project/County Of	# Trips					
Transport.	6 x 90	miles x	\$0.540	per mile*	\$291.60	
To SJRWMD:	# Trips					
Transport.	2 x 10	miles x	\$0.540	per mile*	\$10.80	
Other (Specify) Shipping					\$120.00	
(4 Deliveries @ \$30.00 Each)						
TOTAL COST					\$538.50	

SUMMARY OF MANHOOR REQUIREMENTS (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc. PROJECT: Design Build Package for Fire Station 71
 Project No. 216.032.01 Located on: Chester Road
 Prepared: 8/2/2017 0
 Estimators' Names : Wayne Reed/Benson Birchwood 0

ITEM	NO. OF SHEETS	TOTAL MANHOURS	COMMENTS
Project General Tasks	0	50	
Design Build Package Dev.	0	302	
Site Development Package	16	298	
Drainage Analysis	2	119	
Utility Coordination	0	46	
Permitting Field Reviews QA/QC			Included in Above Items Included in Above Items Included in Above Items
TOTAL	18	814.62	45.3 Hours/Sheet

PROJECT GENERAL TASKS (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc. PROJECT Design Build Package for Fire Station 71
 Project No. 216.032.01 Located on: Chester Road
 Prepared: 8/2/2017 0

ITEM	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Analysis						
Contract Maintenance	LS	1	0	20	20	8 hrs initial setup + (6 hrs per update x 2) = 20 hrs
Project Manager Meetings	Each	3	0	6	18	PM time only
Project Manager Field Reviews	Each	2	0	6	12	PM time only
PROJECT GENERAL TASKS			0		50	

DESIGN-BUILD PACKAGE DEVELOPMENT (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc.

Located on: Chester Road

Project No. 216.032.01

Estimators' Names : Wayne Reed/Benson Birchwood

ITEM	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Alternate Site Analysis	LS	1	0	24	24	Site Concepts to Configure Building
Design-Build Package Development	LS	1	0	80	80	Basic Package Development
Client Coordination Meetings	LS	1	0	18	18	Three meetings Team & Client
Building Utility Coordination	LS	1	0	16	16	Optimize utility location
Design Development Review Submittals	EA	3	0	16	48	Based on 3 submittals
MOT Analysis	LS	1	0	8	8	
Design Report	LS	1	0	24	24	
Cost Estimates	EA	2	0	16	32	
Design-Builders Bidding Phase	EA	0	0	40	0	Shortlist, Final Selection
SUB-TOTAL DESIGN-BUILD PACKAGE DEVELOPMENT			0		226	
Field Reviews (excluding PM hrs)	Each	1	0	12	12	
Technical Meetings (excluding PM hrs)	Each	2	0	7	14	
QA/QC	%	7%	0	18	18	30%, 90%, Permit
Supervision	%	5%	0	12	12	
Coordination OF Design Team	%	8%	0	20	20	
TOTAL ROADWAY ANALYSIS					302	

SITE DEVELOPMENT PLANS (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc.

Located on: Chester Road

Project No. 216.032.01

0

Estimators' Names : Wayne Reed/Benson Birchwood

0

ITEM	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Key Sheet	Sheet	0	1	10	10	30%, 90%, Permit
Typical Sections Sheet	Sheet	0	1	24	24	Two typical sections
General Notes	Sheet	0	1	8	8	90%, Permit
Drainage Maps (Pre & Post)	Sheet	0	1	40	40	90%, Permit
Project Layout	Sheet	0	1	24	24	90%, Permit
Plan Sheets	Sheet	0	7	8	56	30%, 90%, Permit
Cross-Sections	Each	0	0	0.70	0	90%, Permit
Signing and Pav't Marking Details	Sheet	0	1	24	24	90%, Permit
Erosion Control Plan	Sheet	0	1	16	16	90%, Permit
MOT Plans	Sheet	0	2	6	12	90%, Permit
Site Lighting Plan	Sheet	0	1	12	12	90%, Permit
Site Landscape Plan	Sheet	0	1	16	16	90%, Permit
SUB-TOTAL SITE DEVELOPMENT PLANS					242	
Field Reviews (excluding PM hrs)	Each	1	0	8	8	
Technical Meetings (excluding PM hrs)	Each	0	0	0	0	
QA/QC	%	7%	0	17	17	30%, 90%, Permit
Supervision	%	5%	0	12	12	
Coordination of Design Team	%	8%	0	19	19	
TOTAL ROADWAY PLANS					298	

DRAINAGE ANALYSIS (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc.
 Project No. 216.032.01
 Estimators' Names : Wayne Reed/Benson Birchwood

Located on: Chester Road
 0
 0

ITEM	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Drainage Map	Sheet	0	1	10	10	90%, Permit
Design of Cross Drains	Each	0	0	0	0	90%, Permit
Design of Ditches	Mile	0	0	19	0	90%, Permit
Stormwater Management	Each	1	0	24	24	Confirm negligible impacts to offsite facility
Design of Storm Drains	Each	3	0	3	9	90%, Permit
Documentation Report	LS	1	0	24	24	90%, Permit
Basin Analysis	Sheet	1	0	24	24	90%, Permit
Drainage Structure Sheet (Per Structure)	Each	0	0	2	0	90%, Permit
SWPPP	Sheet	1	1	6	6	90%, Permit
SUB-TOTAL DRAINAGE ANALYSIS					97	
Field Reviews (excluding PM hrs)	Each	1	0	8	8	
Technical Meetings (excluding PM hrs)	Each	0	0	0	0	
QA/QC	%	7%	0	7	7	30%, 90%, Permit
Supervision	%	5%	0	5	5	
Coordination	%	2%	0	2	2	
TOTAL DRAINAGE ANALYSIS					119	

UTILITIES (Exhibit "B")

CONSULTANT: The R-A-M Professional Group, Inc. Located on: Chester Road
 Project No. 216.032.01 0
 Estimators' Names : Wayne Reed/Benson Birchwood 0

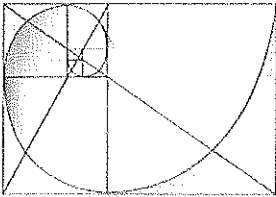
ITEM	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Kickoff Meeting	LS	1	0	4	4	
Identify Existing UAO(s)	LS	1	0	2	2	
Preliminary Utility Meeting	LS	1	0	4	4	
Collect and Review Data from UAO(s)	LS	1	0	4	4	
Review Utility Markups and Work Schedules, Process Schedules and Agreements	LS	1	0	8	8	
Utility Design Meeting	LS	1	0	4	4	
Utility Coordination / Followup	LS	0	0	4	0	
Contract Plans to UAO(s)	LS	0	0	4	0	
Conflict Matrix	LS	0	0	8	0	
Certification / Closeout	LS	0	0	8	0	
SUB-TOTAL UTILITIES					26	
Field Reviews (excluding PM hrs)	Each	0	0	0	0	
Technical Meetings (excluding PM hrs)	Each	2	0	8	16	
QA/QC	%	7%	0	2	2	
Supervision	%	5%	0	1	1	
Coordination	%	2%	0	1	1	
TOTAL UTILITIES					46	

EXHIBIT "B.1"

1 June 2017 (Rev. 2 Aug 2017)

The R-A-M Professional Group
8298 Bayberry Road, Suite 1
Jacksonville, Florida 32256
Attn: Wayne Reed

Re: Professional Fees for Design Criteria Package Station 71, Nassau County



I am pleased to offer this proposal for architectural, structural, mechanical, electrical, plumbing design and fire protection services for the aforementioned project. Our office and our consultants, McVeigh & Mangum Engineering, Inc., will provide a design criteria package through 35% design development of a new 8,800 to 9,000 s.f. three bay fire station no. 71 in Nassau County. We understand the intent of the drawings are for inclusion in an RFP the County intends to release for solicitation of design-build proposals for the new station. Design drawings shall be sufficient to thoroughly describe the intent of the station and sufficient for contractors to provide accurate bid proposals. We understand that our contract will be with the R-A-M Professional Group, Inc. (client). Services shall be broken down into phases as follows (see attached proposal from MME for additional scope):

Scope of Basic Services:

Phase One: Pre-Design and Programming

- Meet with County and determine interior and exterior space needs and coordinate with mechanical, electrical and plumbing requirements. Create a detailed list of building functions, occupancies, and spaces.
- Create or obtain lists of special building equipment and fixtures required by the client that may affect consultants' work, and distribute the lists to the appropriate consultants.
- Review client's survey and property easements, restrictions, set-backs and height and parking limits with civil engineer.
- Discuss building construction cost estimate and budget.
- Work with civil engineer to identify property building line limitations to estimate ground level building area.
- Visit site to observe major site features.
- Verify size with zoning or other code restrictions on building height and area and review any ambiguities in regulations.
- Identify total height and area requirements based on program and occupancy requirements.

Phase Two: Schematic Design

- Identify options of building configuration based on function, occupancies, site limitations, orientation, height, spans and structural system.
- Create diagrammatic/schematic building plan based on foregoing information.
- Reach preliminary agreement with consultants on specific appropriate structural, construction, mechanical, and other building systems.
- Review architectural schematic diagrams, while in process, with structural, mechanical, electrical, and other consultants.
- Review spatial requirements for appurtenances and engineered systems.

Thomas E. Duke, LEED AP, AIA
Lic. #AR 13266 NCARB 53,097

Thomas Duke Architect, PA
Architecture, Planning, Design
Lic. #AA 26001414

2345 Harper Street
Jacksonville Florida 32204
904-356-3335 Fax 904-356-3338
www.tdukearchitects.com

- Coordinate engineering schematic building diagram.
- Confirm building structural design with the engineer.
- Discuss building finish materials and construction.
- Confirm the interior partitioning and ceiling module.
- Plan the disposition of major departmental spaces per the program review with the County.
- Identify any special budget concerns.
- Prepare the architectural schematic design drawings:
 - Site Plan (coordinated with civil)
 - Floor Plan
 - Exterior Elevations
- Confirm and coordinate all new data with previous data.
 - Circulation
 - Site orientation
 - Site Plan
 - Floor Plan
 - Cross Sections
 - Exterior Elevations
- Compare schematic plans, sections and elevations with the program.
- Check code and regulatory requirements with schematic design.

Phase Three: Design Development

- Confirm and update the building program's functional, occupancy and spatial requirements with the client.
- Transmit and coordinate updated information on building occupancies and schematic plans to consultants.
- Verify or update lists of special building equipment and fixtures required by the client that may affect consultants' work, and distribute the lists to the appropriate consultants.
- Review previous decisions on structural, construction, mechanical, and other building systems for possible economies and improvements.
- Obtain updated estimates from consultants of spatial requirements for appurtenances and engineered systems.
- Review schematic design for revisions and proceed with client-approved design.
- Prepare Design Development drawings:
 - Site Plan
 - Floor Plan
 - Exterior Elevations
 - Building department preliminary review
 - Roof Plan
 - Cross Sections
 - Interior elevations
 - Wall sections
 - Design details
- Prepare and coordinate design narrative.
- Provide "Statement of Probable Construction Cost" by square footage cost comparison with other comparable projects, if available.

Total all phases, one through three:
(Forty-one thousand dollars)

\$41,000.00

Phase Four: Bid Support and Field Inspections (if requested)

- Evaluation of bids and recommendation of apparent low bidder (6hrs @ \$175/hr)
\$1,050.00

• 6 site visits by arch and engineer (4hrs x 12 @\$175/hr)	\$8,400.00
• <u>Reimbursables, printing, etc.</u>	<u>\$400.00</u>
Total phase four services	\$9,850.00

Additional Services and Reimbursable Expenses:

1. Changes in the fundamental scope of work shall constitute additional services. Architect will proceed with changes only after authorization is received and establishment of basis of compensation are agreed upon.
2. Courier services and reproduction costs of design and construction documents above \$400 shall be considered reimbursable and billed at cost plus 10%. In-house plots (24 x 36) shall be billed at \$3.75 per sheet for bond plots. 11 x 17 plots @ \$1.00 per sheet.
3. All incurred travel expenses, including airfare, rental car, food and misc. above six site visits by arch and engineer, will be invoiced at direct cost.
4. Insurance requirements beyond the limits presently carried by the Architect (\$1M/\$1M) shall be billed at actual cost of the additional insurance premium.
5. Specialty consulting necessary for LEED requirements, if requested, as well as documentation and associated services required for sustainable design project certificates with the USGBC shall be considered additional services and negotiated per specific requirements.

Basis of Compensation and Payment Schedule:

1. Payment schedule:

Intermediate invoices shall be sent monthly proportional to work completed during each phase.

2. Established hourly rates for additional services requested:

Principal	\$205.00
Senior Engineer/Architect/Dept. Manager	\$175.00
Lead Engineer/Sr. Designer	\$135.00
Engineer/Designer	\$120.00
Jr. Engineer/Designer	\$105.00
CADD Operator	\$ 95.00
Project Coordinator	\$ 75.00
Clerical	\$ 75.00

Terms and Conditions:

Unless a more formal contract is prepared, the articles of AIA Document C401-2007: "Standard Form of Agreement Between Architect and Consultant" shall be part of this letter of agreement, except as modified above and as follows:

Billing/Payment: The Client agrees to pay the Design Professional for all services performed and all costs incurred. Work shall not commence until after receipt of signed contract and retainer fee. Invoices shall be sent per above schedule or bi-weekly proportional to work completed. Payments are due and payable upon receipt of the

Architect's invoice. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at the rate of 1.5% monthly.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Waiver: In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Design Professional arising out of the performance of these services, except for the sole negligence or willful misconduct of the Consultant. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Design Professional, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

Limitation of Liability: To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$100,000.00 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Ownership of Documents: All documents produced by the Design Professional under this Agreement are instruments of the Design Professional's professional service and shall remain the property of the Design Professional and may not be used for any other purpose without the prior written consent of the Design Professional. Architect grants owner use of documents for archival purposes, maintenance and sale of building as required.

Dispute Resolution: In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses. The laws of the State of Florida will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of Duval County, Florida. All disputes shall first be submitted to good faith mediation in accordance with the current construction industry rules of mediation by the American Arbitration Association.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Design Professional for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

This proposal shall remain valid for 3 months from the above date. If the above terms are acceptable, please sign and return a copy of this letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in architectural design services for the above referenced project, either verbally or by actions that imply acceptance of this proposal, without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Architect:
THOMAS E. DUKE ARCHITECT

Accepted by:

Thomas E. Duke

Thomas E. Duke, A.I.A.

Authorized signature



June 2, 2017

Mr. Tom Duke, PA
Thomas E. Duke, Architect
2345 Harper Street
Jacksonville, FL 32204

Re: Fire Station 71 (Rev 1)
Nassau County, FL

Dear Mr. Duke:

We appreciate this opportunity to present a proposal to provide engineering services for the above-referenced project.

DESCRIPTION OF PROJECT

The project consists of establishing a design criteria for a new fire station modeled upon Jacksonville Fire Station #57 for issue for solicitation of design/build services.

SCOPE OF WORK

The scope of work is to provide structural, electrical, mechanical (HVAC & Plumbing), fire protection and technology engineering services for the design and production of criteria documents. This scope of work is intended to produce a 35% level design. The effort includes two design meetings with the owner to verify full scope intent.

Deliverables will include:

- Discipline design narratives for required system components
- Basic structural foundation and framing plans, typical sections & details
- HVAC systems sizing and zoning, requirements for special exhaust for apparatus bays and kitchen hood
- Plumbing domestic and sanitary service sizing, fixture schedule, grease trap and oil separator requirements
- Electrical service sizing, power panel layout, receptacle and lighting fixture schedule and layout
- Technology design limited to voice-data conduit/box layout and associated power {wiring and active equipment (servers, phone switch, etc.) shall be provided by owner}
- Fire protection design criteria including determination of possible requirement for fire pump.

SERVICES NOT INCLUDED IN BASIC FEE

The following items are not included in the basic services outlined herein: any activities beyond document preparation and construction administration services outlined above; project representation and construction observation on a full-time basis, or to any greater degree than that described herein; work by other architectural and engineering disciplines other than listed above; changes to the project design at the direction of the owner if the direction for such change requires revision to prior approved design; threshold or special inspections; pre-engineered product design such as prefabricated metal buildings,

wood trusses and steel joists; site structures; design of temporary or permanent shoring or tie-back systems; lightgauge metal design; curtain wall systems or their connections to structure; tilt-up concrete wall design / embed drawings unless specifically included in scope of work herein; fire protection drawings other than outlined herein; commissioning services unless specifically included in the scope of work herein; design effort for emergency generators or chilled water plants unless specifically included in the scope of work herein; design services and documentation required for LEED certification; alternate designs; as-built documentation; Revit modeling beyond LOD 300 (as defined by BIMForum) for structural modeling and beyond LOD 200 for other discipline modeling; delivery of construction document CAD or Revit files, except for the design teams sole use; reproduction of bid documents, electronically submitted shop drawings, permit documents, or multiple review sets; design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; or rational analysis, special inspection and commissioning of smoke evacuation systems.

FEE

Compensation for our services as outlined above shall be a lump sum fee of SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600.00.)

Meetings/site visits, in addition to the number stated in the scope of work outlined above, and any additional services outside the scope of work outlined above shall be charged on the basis of our standard hourly rates in effect at the time the additional services are performed. The standard hourly rates are currently as follows:

Principal	\$205.00
Department Manager	\$175.00
Senior Engineer	\$155.00
Lead Engineer/Sr. Designer	\$135.00
Engineer/Designer	\$120.00
Jr. Engineer/Designer	\$105.00
CADD Operator	\$ 95.00
Project Coordinator	\$ 70.00
Clerical	\$ 70.00

Invoicing for services will be monthly. The proposed financial arrangements are on the basis of prompt payment of invoices within 60 days and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the date of this proposal, through no fault of McVeigh and Mangum Engineering, Inc., the engineering fee shall be equitably adjusted.

REIMBURSEMENT EXPENSES

Direct expenses incurred by the engineer due to travel more than 25 miles from our office, express mail charges, and bulk reproductions shall be considered reimbursable expenses and invoiced on the basis of actual cost plus ten percent (10%).

CIVIL ENGINEERING DRAWINGS

Delivery of signed and sealed permit documents prepared by our firm is contingent upon receipt of civil engineering plans indicating site grading and sizes/locations of all site utilities. If the architect or owner requires our engineering plans to be permitted prior to receipt of all necessary civil engineering information and subsequent revisions to our plans are required, then these changes will be considered additional services and shall be billed in accordance with the rate schedule above.

CONSTRUCTION OBSERVATION

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

TERMS AND CONDITIONS

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT

Unless the Architect submits another contract prior to our commencing work, the articles of AIA Document C401 - 2007, "Standard Form of Agreement Between Architect and Consultant," shall be part of this letter agreement, except as modified above and as follows:

- Delete Article 1.1, and all references to the Prime Agreement except Section 7.1 Article 9 and Section 11.6.
- Delete Section 3.1: Engineering fees are only for the scope of work and manner of performance stated in this letter agreement. The "portion of the Project" is as described herein. If the Prime Agreement or AIA Document E201 – 2007 is made a part of this letter agreement, the Consultant's fees may be adjusted.
- Delete Section 5.5 and Article 6 unless cost estimates are included in scope of services herein.
- Delete all references to arbitration in Article 8.
- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on the date when the engineering services are substantially completed.
- The Architect shall provide the Consultant with AutoCAD and/or Revit compatible drawing files of all project floor plans for use in preparing the Consultant's drawings.
- The Architect shall pay the Consultant in proportion to amounts received from the Owner, which are attributable to the Consultant's services rendered. The Architect agrees to promptly invoice their client for all Consultant services rendered and invoiced to the Architect and pursue all reasonable efforts to collect sums due to Consultant. In any event, Consultant is not obligated to provide a completed, sealed set of design documents until payment for its services is received.
- The Architect shall provide the Consultant one complete set of final construction documents for use during the construction phase of the project.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by

Fire Station 71
Thomas E. Duke, Architect
June 2, 2017

actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas C. Nielsen", written over a horizontal line.

Thomas C. Nielsen, P.E., LEED AP
For: McVeigh and Mangum Engineering, Inc.

Accepted this _____ day of _____, 2017.

By: _____
For: Thomas E. Duke, Architect

EXHIBIT "B.3"

From: pferrari@geomaticscorp.net
To: [Benson Birchwood](#)
Cc: ["Wayne Reed"](#)
Subject: RE: Nassau County Fire Station Proposal
Date: Friday, June 16, 2017 2:54:51 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)

Benson,

I went ahead and figured up the fee.

We will do a Boundary Survey and the a Topo Survey (all on one map).

Deliverables will be ACAD or MicroStation, and a signed/sealed hardcopy survey.

The fee will be \$8,200.00.

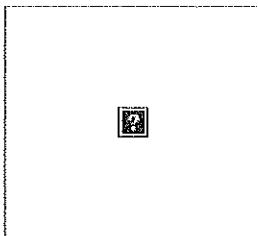
Let me know if you have any questions.

Thanks,

Pablo

Pablo Ferrari, PSM
President
Geomatics Corp.
2804 North Fifth St.
Suite 101
St. Augustine, FL 32084

904-824-3086 Office
904-824-5753 Fax
904-219-4054 Cell



A DBE CERTIFIED FIRM

pferrari@geomaticscorp.net
www.geomaticscorp.net

From: Benson Birchwood [mailto:bbirchwood@ramprofessionalgroup.com]
Sent: Friday, June 16, 2017 2:15 PM
To: pferrari@geomaticscorp.net

Cc: 'Wayne Reed' <wreed@ramprofessionalgroup.com>

Subject: RE: Nassau County Fire Station Proposal

Pablo,

I talked with Wayne and he said to include doing a boundary survey because he does not believe the county has anything. As far as survey in Chester Rd. include a line item for full right of way from centerline of Heron Isles then equal distance to the from the northern property along Chester Road. That way if we find that the FDOT is doing a improvement project along Chester then maybe we can coordinate the work with the FDOT project.

Sincerely,

Benson

Benson K. Birchwood

Project Manager/Senior Civil Engineer

THE R-A-M PROFESSIONAL GROUP, INC.

Civil Engineering | Landscape Architecture | Planning | GIS Consultants

8298 Bayberry Road, Suite 1

Jacksonville, FL 32256

Office: 904.731.5440

Fax: 904.731.5465

www.ramprofessionalgroup.com

From: pferrari@geomaticscorp.net [<mailto:pferrari@geomaticscorp.net>]

Sent: Friday, June 16, 2017 1:46 PM

To: Benson Birchwood

Cc: 'Wayne Reed'

Subject: RE: Nassau County Fire Station Proposal

Benson,

It looks like FDOT is planning to do some work out here.

FIN Number	4260312	Database Number	<u>7460001.zip</u>
Description	CR200A/Chester Road: SRA1A (MP 4.459) to Green Pine Road (MP 4.914) add Lanes & Reconstruct	Units	Eng
Project Manager	Will Lyons	Consultant	DRMP
Status	Complete 10-14	County	Nassau

Or maybe this was for the turn lanes for Heron Isles.

I am downloading the FDOT database now and I will see what it has in it.

EXHIBIT "B.4"

22 June 2017



Mr. Benson K. Birchwood
Project Manager/Senior Civil Engineer
The R-A-M Professional Group, Inc.
8298 Bayberry Road, Suite 1
Jacksonville, FL 32256

**RE: 2-Acre Nassau County Fire Station: Wetland Delineation & Permitting Assistance
Proposal/Contract
ERS Proposal No. P17133**

Dear Mr. Birchwood:

Per your request, Environmental Resource Solutions, Inc. (ERS) is pleased to provide the attached proposal/contract to delineate jurisdictional wetlands and provide permitting assistance for a proposed Nassau County Fire Station, located off of Chester Road in Nassau County, Florida.

We appreciate the opportunity to assist you with this project. Please call me if you have any questions regarding our proposal. We are prepared to initiate work immediately upon a notice-to-proceed.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.



Kim Allerton
President

Attachment: Proposal/Contract

(KMA/P17133_RAM_Nassau Co Fire Station)

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com

PROPOSAL/CONTRACT

Prepared for:

Mr. Benson K. Birchwood
Project Manager/Senior Civil Engineer
The R-A-M Professional Group, Inc.
8298 Bayberry Road, Suite 1
Jacksonville, FL 32256
22 June 2017

RE: 2-Acre Nassau County Fire Station: Wetland Delineation & Permitting Assistance
Proposal/Contract
ERS Proposal No. P17133

Task 1 – Wetland Delineation. ERS will delineate the on-site jurisdictional wetlands within the project area of the two proposed bridge replacements pursuant to the current regulations and guidance of the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE). Wetland limits will be flagged in the field with survey tape and each point given an individual alpha-numeric designation. Upon completion of the delineation, the Client will be supplied with a flagging key map indicating the approximate limits of the jurisdictional wetlands, the approximate acreage, and the beginning and ending alpha-numeric designations of the beginning and ending flag of each wetland line established.

Task 1 Fee.....\$800.00

Task 2 – Pre-application Meetings (if required). ERS staff will conduct a pre-application meeting with regulatory agency staff concerning wetland impacts and permitting implications.

Task 2 Fee.....\$350.00

Task 3 – Permitting Assistance. If wetland impacts are unavoidable, ERS will assist RAM with SJRWMD and USACE permitting efforts for the proposed Fire Station. ERS will prepare the text, tables and graphics needed to address the environmental portions of the environmental resource permit (ERP) and USACE applications. Once wetland impacts are determined and if mitigation is required, ERS will prepare a functional assessment to determine the amount of mitigation needed to offset permanent (unavoidable) impacts. It is our assumption that if compensatory mitigation is required, off-site (mitigation bank) mitigation will be utilized to offset unavoidable impacts. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 3 Fee (Not-to-Exceed)7,500.00

**This task does not include any permit application fees..*

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as specifically described above will be invoiced on time and materials basis. Site plan revisions often result in additional ERS work or re-performance of work by ERS; all ERS work necessitated by site plan revision(s)

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvlronmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvlronmental.com

or additional requested services beyond the scope of this contract will be identified and billed (on a time and materials basis) on invoices. ERS is pleased to provide you with these services. Our invoices are forwarded monthly. Payment is due within 30 days of receipt of invoice. Both parties agree to resolution of any disputes within a Duval County, Florida court.

Please sign this proposal and return a copy to our office. We look forward to working with you.

TERMS ACCEPTED:

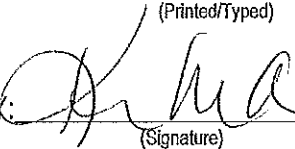
FOR: **RAM Professional Group**

DATE: _____

BY: _____
(Signature)

FOR: **ENVIRONMENTAL RESOURCE SOLUTIONS, INC.**

DATE: 10/22/17

(Printed/Typed)
BY: 
(Signature)
Kim M Allerton
(Printed/Typed)

(KMA/P17133_RAM_Nassau Co Fire Station)

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com



Ellis & Associates Inc.
ECS Group of Companies

Geotechnical ■ Construction Materials ■ Environmental ■ Facilities

June 23, 2017

Mr. Benson K. Birchwood
The R-A-M Professional Group, Inc.
8298 Bayberry Road, Suite 1
Jacksonville, Florida 32256

Subject: Proposal for Preliminary Geotechnical Exploration and Engineering Services
Chester Road Fire Station
Nassau County, Florida
E&A Proposal No. 12733

Dear Mr. Birchwood:

Ellis & Associates, Inc. is pleased to present this proposal to provide the preliminary geotechnical exploration and engineering services for the subject project.

PROJECT INFORMATION

Based on our correspondence with you we understand that a new fire station facility is proposed on a 2 acre site located on the east side of Chester Road, north of Heron Isle Parkway in Nassau County, Florida. We were provided with a conceptual floor plan for the fire station building; however, we understand the site plan and building location for the fire station is not developed at this time. The fire station building will include office and living quarters and garage bays for fire vehicles and equipment. We also anticipate that paved drives/parking areas, and a stormwater management pond will be required for the fire station parcel.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of the preliminary geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site relative to the planned construction and any adverse impact these conditions may impose on the proposed construction. We propose performing 6 Standard Penetration Test (SPT) borings to depths of 25 feet below the ground surface within the anticipated building, pavement, and stormwater management pond construction areas at the site. We can access the borings with an All-Terrain Vehicle (ATV) mounted drilling equipment. We will layout the borings using our handheld GPS equipment. Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide a preliminary engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and any adverse impact these conditions may impose on the proposed construction. The results of the exploration and engineering evaluation will then be documented in a preliminary report.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, laboratory testing, and engineering services outlined above, we propose to complete our services for a lump sum fee of **\$3,600**.

Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached and made part of this proposal.

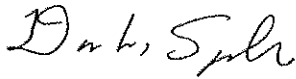
SCHEDULING AND AUTHORIZATION

We can initiate our geotechnical exploration within **one week** after receiving notice to proceed. A returned copy of the attached authorization sheet, dated and signed by a responsible signatory, will formally authorize the proposed geotechnical exploration. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

CLOSURE

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Respectfully submitted,
ELLIS & ASSOCIATES, INC.



David W. Spangler, P.E.
Geotechnical Department Manager

Authorization for Preliminary Geotechnical Exploration and Engineering Services

Chester Road Fire Station
Nassau County, Florida
E&A Proposal No. 12733

Signature of Authorized Representative: _____

Name (Printed): _____

Title: _____

Company: _____

Date Authorized: _____

Billing and Invoicing Information (if different from addressee)

Company Name: _____

Company Address: _____

Attn. (Contact's Name): _____ Email: _____

Phone No.: _____ Fax No.: _____

FEDERAL TAX ID NO. _____

Send Additional Reports To:

Company Name: _____

Company Address: _____

Attn. (Contact's Name): _____ Email: _____

Phone No.: _____ Fax No.: _____

Copies to Others (Include names and physical or e-mail addresses below):

For new clients that have not established a credit history with us, E&A may require a completed Credit Application and may require a retainer be paid prior to beginning our work.

Terms and Conditions of Service

The professional services ("Services") to be provided by Ellis & Associates, Inc. (a wholly owned subsidiary of Engineering Consulting Services, Ltd.) ("E&A") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between E&A and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - E&A shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, E&A shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any E&A report, opinion, plan or other document prepared by E&A shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that E&A will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by E&A.

3.3 If a situation arises that causes E&A to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose E&A to legal claims or charges, E&A shall so advise CLIENT. If E&A's professional judgment is rejected, E&A shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard E&A's recommendations with respect to complying with applicable laws or regulations, E&A shall determine if applicable law requires E&A to notify the appropriate public officials. CLIENT agrees that such determinations are E&A's sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires E&A to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish E&A information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. E&A shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify E&A of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to E&A mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by E&A after its Services begin, E&A shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges E&A from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to E&A by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into E&A documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, E&A shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of E&A's additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant E&A right of entry to the site for the performance of Services. CLIENT hereby grants E&A and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for E&A to perform its Services. CLIENT

agrees to indemnify and hold E&A and its Subconsultants harmless from any claims arising from allegations that E&A trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by E&A except where E&A's Proposal explicitly states that E&A will obtain such permits, licenses, and/or utility clearances.

7.3 E&A will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in E&A's Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against E&A arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) E&A's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 E&A shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at E&A's sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by E&A may contain errors or be incomplete. CLIENT understands that E&A may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges E&A from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to E&A's attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of E&A's or E&A's Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by E&A in writing, E&A will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes E&A to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, E&A will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate E&A for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, E&A and/or E&A's subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, E&A will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, E&A may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where E&A is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, E&A shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). E&A will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges E&A from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit E&A to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near

the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and E&A cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 E&A shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 E&A's Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold E&A harmless for any errors, omissions or damage resulting from its contractors' use of E&A's Documents of Service.
- 11.3 Without E&A's prior written consent, CLIENT agrees to not use E&A's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without E&A's written consent shall be at CLIENT'S sole risk and without liability to E&A or its Subconsultants. CLIENT agrees to indemnify and hold E&A harmless for any errors, omissions or Damage resulting from its use of E&A's Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of E&A. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold E&A harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by E&A.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that E&A shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that E&A personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event E&A assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by E&A shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 E&A has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. E&A does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 E&A strongly recommends that CLIENT retain E&A to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain E&A on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by E&A's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that E&A's errors or omissions are contained in E&A's reports, CLIENT waives, releases and discharges E&A from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by E&A on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold E&A harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by E&A on a part-time or on-call basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, E&A to provide a "certification" regarding the Services provided by E&A. Any "certification" required of E&A by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of E&A's inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by E&A at discrete locations and times. Such "certifications" shall constitute E&A's professional opinion of a condition's existence, but E&A does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with E&A or payment of any amount due to E&A contingent upon E&A signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if E&A agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should E&A identify a Changed Condition(s), E&A shall notify the CLIENT of the Changed Condition(s). E&A and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E&A's invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide E&A with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 E&A reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by E&A more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to E&A provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by E&A in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to E&A in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with E&A's Services and is not aware of any defects in those Services.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform E&A during active work on any project of any actual or suspected defects in the Services so to permit E&A to take such prompt, effective remedial measures that in E&A's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to E&A's failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, E&A shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by E&A. CLIENT shall compensate E&A for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate E&A for the provision of such Services.
- 17.0 **INSURANCE** - E&A represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that E&A is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. E&A shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in E&A insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING E&A'S TOTAL LIABILITY TO CLIENT ARISING FROM E&A'S PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, E&A's total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, E&A's total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that E&A shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or personalities for whom CLIENT is legally liable.

18.3 CLIENT agrees that E&A's liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, E&A agrees to hold harmless and indemnify CLIENT from and against damages arising from E&A's negligent performance of its Services, but only to the extent that such damages are found to be caused by E&A's negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold E&A harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of E&A.

19.3 It is specifically understood and agreed that in no case shall E&A be required to pay an amount of Damages disproportionate to E&A's culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, E&A RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS E&A AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN E&A BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to E&A and E&A shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 E&A shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by E&A, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made Ellis & Associates, Inc. and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.

21.2 In the event of any dispute or claim between CLIENT and E&A arising out of in connection with the Project and/or the Services, CLIENT and E&A agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and E&A's agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold E&A harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of E&A may not be held individually liable for negligence for acts or omissions arising out of the Services.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and E&A agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or E&A to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on E&A's opinions rendered in connection with E&A's Services without written consent from both CLIENT and E&A, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that E&A's Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.

The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and E&A agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against E&A unless CLIENT shall have first provided E&A with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to E&A thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which E&A's office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or E&A may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, E&A shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate E&A for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and E&A agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of E&A's Services.

27.0 ASSIGNMENT - CLIENT and E&A respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor E&A shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and E&A shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and E&A shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and E&A ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and E&A agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide E&A with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of E&A, it will be fully bound by these Terms as if they had been signed by CLIENT.

30% POST CONSUMER
RECYCLED PAPER

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

EXHIBIT "C"

PROJECT NAME: Nassau County – Fire Station #71

Date: June 29, 2017

DESCRIPTION: Design-Build Criteria Package for New Fire Station on Chester Road

THE R-A-M PROFESSIONAL GROUP, INC. STANDARD TERMS AND CONDITIONS

1. SERVICES OF THE R-A-M PROFESSIONAL GROUP, INC. (R-A-M)

- 1.1 R-A-M agrees to provide Services on behalf of the Client in connection with the Project, as outlined in the Scope of Services letter dated June 29, 2017.
- 1.2 R-A-M shall provide the Services as an independent professional consultant on behalf of the Client; in no event shall R-A-M be deemed to be an employee, agent, partner, or joint venturer of the Client.
- 1.3 Should the Client issue a purchase order or other instrument related to R-A-M's Services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed that R-A-M shall indicate the purchase order number on the invoices sent to the Client.
- 1.4 The Services to be provided by R-A-M shall be completed with reasonable care, skill, and diligence in accordance with generally accepted professional practice (professional practice does not mean such Services shall be perfect or error free). OTHER THAN AS EXPRESSLY SET FORTH HEREIN, R-A-M MAKES NO WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES PERFORMED UNDER THIS AGREEMENT.

2. CLIENT'S RESPONSIBILITIES

- 2.1 The Client shall provide full information regarding its requirements for the Services or Project.
- 2.2 The Client shall designate a representative authorized to act in its behalf with respect to the Project. The Client's authorized representative shall examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents by R-A-M or furnish information required of the Client and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of R-A-M's Services.
- 2.3 The Client shall provide R-A-M, its agents, and its subconsultants access to the site of work; obtain all permits; provide all legal, accounting, and insurance counseling services in connection with the Project; and provide environmental impact reports and energy assessments unless specifically included in the Scope of Services. The Client shall pay the costs of checking and inspection fees, zoning application fees, surveying fees, permit fees, bond premiums, and other charges not specifically covered by the terms of this Agreement.
- 2.4 The Client shall provide R-A-M, its agents, and its subconsultants access to its records to the extent necessary to perform R-A-M's obligations hereunder. If any off-site investigations are required, the Client shall provide access rights as necessary. If the Client is not the owner of the site in question, it is the Client's responsibility to secure the required access rights from site owners.
- 2.5 The Client shall advertise for proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

3. TERM OF AGREEMENT

- 3.1 The term of this Agreement shall be from the Effective Date through completion and as more specifically defined in the Scope of Services letter. The term may be extended upon agreement in writing by both parties to this Agreement. The effective date shall be defined for the purposes of this Agreement as the date of written acceptance of the Scope of Services letter and the receipt by R-A-M of the required retainer fee.

4. COMPENSATION AND METHOD OF PAYMENT

- 4.1 The Client agrees to pay R-A-M as compensation for the Services described in the Scope of Services letter by the following compensation method:

Lump Sum Fee in the amount of \$185,020.99.

- 4.2 The Client agrees to make an initial payment of \$0.00 which shall be made upon execution of this Agreement and will be credited to the Client's account.
- 4.3 In addition to the compensation terms for R-A-M's Services set forth in this Agreement, the Client shall also pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.
- 4.4 R-A-M shall invoice the Client for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable upon receipt by the Client. The Client shall notify R-A-M in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.
- 4.5 The Client agrees to pay R-A-M as stated herein for the Services rendered under this Agreement at R-A-M's office in Jacksonville, Florida.
- 4.6 If the Client fails to make any payment due R-A-M for Services and Reimbursable Expenses within thirty (30) days after the date of an invoice therefore, the amounts due R-A-M shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law from the thirtieth (30) day; and, in addition, R-A-M may, after giving seven (7) days written notice to the Client, suspend Services under this Agreement until R-A-M has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without R-A-M incurring liability due to such suspension. In the event R-A-M engages an attorney to collect any amounts due it hereunder, the Client shall reimburse R-A-M for the costs of litigation, mediation, or arbitration, including attorneys' fees before trial, at trial, or on appeal.
- 4.7 Any delay or default in the performance of any obligation of R-A-M under this Agreement resulting from any cause beyond R-A-M's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of R-A-M as long as performance is delayed or prevented thereby, and the compensation due R-A-M hereunder shall be equitably adjusted.
- 4.8 During the performance of the Services hereunder, the Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). The contents of reports prepared by R-A-M during the performance of environmental services, including site assessments and/or environmental investigations are specifically excluded from this paragraph. In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by R-A-M, then, upon completion of such additional services, R-A-M shall be entitled to an equitable increase in compensation for additional services rendered due to such Changes.

5. DIRECT LABOR AND REIMBURSABLE EXPENSES

- 5.1 Direct Labor Expenses shall mean the cost of salaries of employees or subconsultants of R-A-M engaged on the Project.
- 5.2 Reimbursable Expenses are in addition to the Direct Labor Expenses described in Section 5.1, and include actual expenditures made by R-A-M, its employees, or its subconsultants in the interest of the Project including but not limited to:
- Transportation and subsistence of Project personnel, subconsultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

6. INSURANCE

- 6.1 R-A-M shall maintain, to the extent reasonably available, insurance coverages during the performance of its Services under this Agreement.
- 6.2 R-A-M shall provide the Client with certificates of insurance indicating that the above-described coverages are in effect, if required.

7. TERMINATION, SUSPENSION, OR ABANDONMENT

- 7.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, R-A-M shall be compensated, as provided herein, for Services performed prior to termination, together with Reimbursable Expenses then due, and for all expenses directly attributable to termination.
- 7.2 If the Project is suspended by the Client for more than thirty (30) consecutive days, R-A-M shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, R-A-M's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of R-A-M's Services.

7.3 This Agreement may be terminated by the Client upon not less than fifteen (15) days written notice to R-A-M in the event that the Project is permanently abandoned. If the Project is abandoned by the Client for more than ninety (90) consecutive days, R-A-M may terminate this Agreement by giving written notice.

7.4 Failure of the Client to make payments to R-A-M in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8. OWNERSHIP OF DOCUMENTS

8.1 All documents furnished by R-A-M pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project, including the sale, lease, or financing of real property, or for the purposes of obtaining a loan. Any reuse without specific written verification or adaptation or updating by R-A-M will be at the Client's sole risk and without liability or legal exposure to R-A-M, and the Client shall defend, indemnify, and hold harmless R-A-M from all claims, damages, losses, and expenses, including attorneys' fees before trials, at trial, or on appeal arising out of or resulting therefrom. Any such verification or adaptation will entitle R-A-M to additional compensation which shall be negotiated and mutually agreed upon by the parties.

9. CONFIDENTIAL INFORMATION

9.1 Within the limits of the normal course of business unless required by law, the Client and R-A-M agree to maintain the confidentiality of, and shall not release or allow access to any information, documents, or materials in connection with the performance of the Services which are marked "Confidential" or "Privileged" by the Client and R-A-M, respectively. An exception shall be made in those cases where an imminent hazard or danger to the health or safety of the general public exists, in which case R-A-M shall notify Client prior to discharging its obligations under the appropriate statutes.

10. INDEMNIFICATION (Waived)

10.1 Client hereby agrees that, to the fullest extent permitted by law, R-A-M's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to R-A-M's allegedly negligent services provided pursuant hereto or breach of contracts shall not exceed \$1,000,000.00. Additional coverage may be obtained at Client's expense, and failure to exercise the option for additional coverage waives any claim of liability beyond such limits. Client further agrees that in no event shall R-A-M be liable for any claims or damages of any nature (including costs relating thereto) unless such claims and damages are the direct result of R-A-M's negligent performance of the work under this Agreement.

10.2 The Client understands that in seeking the professional services of R-A-M, the Client may be requesting R-A-M to undertake uninsurable obligations for the Client's benefit involving the presence or potential presence of hazardous, toxic, or pollutive substances. Therefore, the Client agrees to defend, indemnify, and hold harmless R-A-M from any and all liability for property damage, including environmental cleanup, personal injury including death, consequential or any other damages from any cause whatsoever, excepting the willful misconduct or sole negligence of R-A-M in the performance of Services under this Agreement as a result of or in connection with the presence, discharge, release, or escape of toxic or hazardous materials or contaminants of any kind and from any and all direct damages.

10.3 The Client acknowledges, upon signing and returning this Agreement, the sufficiency of \$10.00 to be credited against the first payment coming due to R-A-M under this Agreement as specific consideration for the indemnification and hold harmless provisions set forth in Sections 8 and 10 of this Agreement.

11. ENVIRONMENTAL PROVISIONS

11.1 Ownership of all waste materials, whether hazardous or non-hazardous, found or generated during the course of environmental investigations or remediation remain with Client. R-A-M will not accept ownership of any material found or generated on Client's property. If included in the Scope of Services, R-A-M will act as agent for Client during preparation of RCRA Manifests.

11.2 Laboratory samples collected by R-A-M during the course of environmental projects shall be provided to State of Florida-certified analytical laboratories for analyses. R-A-M, shall not be liable for damages caused by erroneous results from laboratory analyses. R-A-M will only use laboratories with appropriate insurance coverage as subcontractors.

12. MISCELLANEOUS PROVISIONS

12.1 R-A-M is an equal opportunity employer.

12.2 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, and any disputes with respect thereto may be maintained only in a court of competent jurisdiction in the County of Duval, State of Florida.

12.3 This Agreement shall be binding upon the Client and R-A-M and their respective partners, successors, heirs, assigns, and legal representatives. Neither party to this Agreement shall assign or transfer any rights, duties, or obligations under or

interests in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, however, R-A-M may subcontract any portion of the Services to be rendered hereunder without such consent.

- 12.4 This Agreement together with the aforementioned Scope of Services letter and all lettered attachments constitutes the entire agreement between the Client and R-A-M and supersedes all prior written or oral understandings between the parties with respect to the subject matter hereof. This Agreement and any attachment may only be amended, supplemented, modified, or canceled by a written instrument signed by an authorized representative of each party.
- 12.5 In the event a dispute arises out of the Project, this Agreement, or the Services provided hereunder, the non-prevailing party shall reimburse the prevailing party for its costs of litigation, mediation, arbitration, or other legal or quasi-legal proceedings and attorneys' fees before trial, at trial, or on appeal.
- 12.6 If any provision of this Agreement is held to be unenforceable or invalid in whole or in part, such provision shall be severed, and the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of all other provisions hereof or thereof, shall not be affected thereby.
- 12.7 Any and all notices required or authorized to be given pursuant to this Agreement, excluding invoices for Services rendered pursuant hereto, shall be given in writing and either hand-delivered or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to R-A-M: The R-A-M Professional Group, Inc.
8298 Bayberry Road, Suite 1
Jacksonville, Florida 32256
Attention: Wayne C. Reed

or to such other address as may hereafter be designated by either party by the giving of notice in accordance with this Section 12.7. All notices or other communications shall be deemed given when actually hand delivered, or five (5) days after mailing in accordance with this Section 12.7.

(NOTE: CONDITIONS DO NOT REQUIRE SIGNATURE BLOCK)

**CONTRACT NEGOTIATION SESSION WITH R-A-M PROFESSIONAL GROUP, INC.
FOR BID NO. NC16-036, DESIGN-BUILD CRITERIA FOR FIRE STATION 71
COUNTY MANAGER'S CONFERENCE ROOM
TUESDAY, AUGUST 2, 2017 – 10:00 A.M.**

A noticed contract negotiation session was held this 2nd day of August 2017 at 10:00 a.m. in the County Manager's Conference Room at the James S. Page Governmental Complex, Yulee, Florida to conduct contract negotiations with The R-A-M Professional Group, Inc. for Design-Build Criteria for Fire Station 71. Present were Justin Stankiewicz, Director of Office of Management and Budget and Assistant County Manager; Fire Chief Brody Rigdon; Battalion Chief Chris Gamble; Becky Bray, Engineering, William Stonebreaker; Facilities Maintenance; Charlotte Young, Contract Management; and Angela Gregory, Procurement Manager. Representing R-A-M Professional Group, Inc. was Wayne Reed and Benson Birchwood; Thomas Duke, Thomas Duke Architect, P.A; and Tom Nielson, McVeigh and Mangum Engineering. Also present were Peggy Snyder and Melissa Lucey, recording secretaries.

Mr. Stankiewicz called the meeting to order at 10:05 a.m. He explained that this meeting was the second negotiation session with R-A-M Professional Group, Inc. for Fire Station 71. In summary, Mr. Stankiewicz explained that the County had received the proposal which was reviewed internally with staff and administration, with Fire Chief Rigdon and Battalion Chief Gamble, as well as Scott Herring, Public Works Director; Facilities Maintenance, and Procurement. The fee proposal came in at \$185,020.99 for Tasks 1 through 12. Mr. Stankiewicz mentioned that while looking at the Scope of Work from the Request for Proposal (RFP), it was determined that \$185,020.99 is higher than the County expected. He expressed concern that some of the line items were too high overall. This cost would be approximately 10.66 percent of the County's budget. Mr. Stankiewicz explained that staff went back to previous County constructions for design-builds and it was determined that R-A-M's quote was significantly higher than the design-build for the 911 Call Center. He reiterated that the cost provided was substantially higher than expected and he requested that R-A-M address justification for these costs.

Mr. Reed mentioned that R-A-M has essentially two different scopes of work happening for this project. The first scope would apply to the building which would go to a 35 percent design level. The second portion of the scope deals with the site preparation with its own set of deliverables because the scope must get all the way through 90 percent. He anticipated submitting this design level to the County at the site plan review phase as well as to the St. Johns River Water Management District (SJRWMD) to apply for the environmental resource permit. The firm is aware that they are dealing with a site with wetlands and potentially poor soils. He wants to ensure enough work has been performed on that site to avoid something that would vary from one design-build contractor to the next. From the site perspective, nothing is out of the ordinary; it is the typical process. There is one number which is a little larger on the Environmental Resource Solutions which is not a fixed number but a number to help get through the permitting process, particularly if mitigation is necessary. With this unknown, Environmental Resource Solutions left themselves some leeway. Next, Mr. Duke explained the scope for the building and how he arrived at the cost per square foot. Mr. Reed had also stated that there was a request to have up to six visits by the architect and engineer, he added four hours times 12 at \$175.

Mr. Stankiewicz explained that as management, he did not understand facilities or engineering; therefore, he was looking at this project from a common sense approach. He was aware that there was site work to be conducted on the property; however, he did not understand the simple engineering design. Mr. Herring reviewed the plans and stated that there was no way, based upon what he was seeing; it should not cost more than \$125,000.

As a comparison, Ms. Young reviewed the design-build criteria packet for the 911 Call Center which was even less than one percent. She understood that they probably did not take the civil engineering all the

way up to the 90 percent. She inquired whether the design for Fire Station 71 is based on an average of 7.5 percent of the project cost; Mr. Reed confirmed that it was. She asked whether civil engineering came in lower than that and whether geotechnical and surveying are included. Mr. Reed explained that if the Geotechnical and Surveying were included, that usually pushes the cost up to 12 percent of the final estimated cost of construction would be. He explained that R-A-M is normally in the 8 to 10 percent range but they are adding surveying and geotechnical in this case as well as environmental. He stated that they will need to use as much of that site as possible. He suggested that they may attempt to place the station out of the wetlands and not worry about mitigating; however, he did not think that the fire station would fit. It will depend upon the amount of fill dirt required which is anticipated to be a sizable amount due to the bad soils.

Mr. Stankiewicz inquired if they can shrink the footprint down from 8,800 square feet down to 8,000 square feet, would the fire station fit on the site without having to deal with the wetlands? Mr. Reed stated that it may fit depending on the site plan that the County is satisfied with. Some of the fire stations they have looked at do not have the full pull-through capability. Ms. Young pointed out that if they go to 90 percent on the civil engineering, it will resolve a lot of these unanswered questions. She advised that the County will either pay for it up front or in the design-build. She just did not want the County to pay for it twice. Mr. Reed explained the importance of how they write the specifications. Mr. Neilson was unclear how the budget was determined for Fire Station 71. Mr. Stonebreaker responded that the budget was based on the costs of Fire Stations 40 and 60 which are metal buildings on County owned property. Mr. Reed asked Mr. Nielson if there was anything he could suggest that could lower that \$190 per square foot.

Next, Mr. Stankiewicz referred to the sample contract for R-A-M for Design Criteria Professional Services for Fire Station 71 Design/Build Project. He explained that the reason for this meeting is to negotiate this fee in order to get this contract approved by the Board of County Commissioners as soon as possible as this project will be a lengthy one. He requested clarification to Task No. 8 – *Develop proposal forms with options*. He did not feel that the firm needed to perform submittal review as outlined in Task No. 11 – *Review design-builders' submittal packages and make shortlist recommendations*, as this would be handled by County staff. He understood attending “as needed”; however, he did not feel that Task No. 12 – *Attend one day of interviews of the shortlisted design-build firms, rate the firms, and make recommendations to Nassau County*, was necessary. These are the items the County had questions about.

Mr. Stankiewicz asked Mr. Reed what his bottom line price would be considering the County's budget. If they cannot come to an agreement on this, the County will have to rebid this project. Mr. Reed explained that they should not have to do that; the proposal they prepared is based on the Scope as they understand it. In terms of the specifics, Task No. 8 is what the bidder completes and County staff can handle that. Ms. Young pointed out that this will be a guaranteed maximum priced (GMP) bid. Mr. Reed felt that the only thing that the County would have on there of particular interest might be the options. Possibly the option could be a metal building. Ms. Young suggested having bid alternates that they could provide. Discussion followed related to having the County's Facilities Maintenance to check if the building is being built according to plans and specifications. It was decided that the County could handle Task Nos. 5, 11, and 12. Mr. Reed understood that R-A-M would be assisting staff in the bid process and who would be shortlisted. Mr. Stankiewicz pointed out that if the specifications were clear, the bids they receive should be what they are looking for. Ms. Young advised that what the County would do on a GMP is the bidder would provide a schedule of values based on the GMP. Discussion followed regarding providing quantities and schedule of values on the civil side. Ms. Young explained that the County would then have two costs split out in civil engineering; particularly with the big swing number being the soil. Ms. Bray pointed out that since the County is going with GMP, would they need unit prices? She also mentioned that the plans are 90 percent, the grading should be set. Regarding contingencies, Ms. Young

advised that the County holds the contingencies. Mr. Reed cautioned that there will be so many geotechnical borings. Ms. Bray explained that with a GMP, it will be the contractor's risk if they come up with bad soils. Mr. Stankiewicz agreed with Ms. Bray's opinion. Mr. Reed explained that they did not want to spend too much for geotechnical; however, they cannot sample everything. If they find something afterward, they usually have a valid claim. Mr. Reed explained that this would be a reason to get the unit price to ensure that if the contractor comes back with a claim, the County has the benefit of a bid. Without a unit price, the contractor could charge whatever. Ms. Young explained that the County could negotiate the charge for that change order.

Mr. Stankiewicz explained that the County wants to get the best price possible. Mr. Reed mentioned that they want to ensure that the County has all the work that they need up front so they will not have to redo anything. Ms. Young commented that R-A-M's proposal was 10.66 percent of the budget. Regarding Task No. 12, Mr. Stonebreaker suggested that the County conduct these evaluations and interviews of the shortlisted bidders themselves; Mr. Stankiewicz agreed that the County could handle this portion. Discussion followed regarding breaking out the Environmental Resource Solutions (ERS) separately. Ms. Young also requested that the geotechnical be added as a pass-through amount. Mr. Reed explained that this figure was the pass-through amount and the County could contract directly with them if they preferred. Discussion followed regarding the costs associated with Exhibit B.4- Wetland Delineation and Permitting Assistance (ERS). Mr. Reed will remove this ERS fee from the lump sum if it would help the County. The geotechnical is a lump sum figure of \$8,600 for a reasonable amount of geotechnical work. Mr. Reed mentioned the tree preservation and landscape buffering as it is not broken out separately; it is included in this lump sum as is the lighting design to meet code for parking. These would also be brought to 35 percent.

Utilities were discussed as well as the requirement for a lift station. Mr. Stonebreaker explained that there was water and sewer service down Chester Road. The closest gravity sewer main Mr. Birchwood saw was at the intersection of Heron Isles; however, there is a building lot between the subject site and the sewer main. They discussed the comparison of extending the gravity sewer main down to the site versus installing a pump station and force main that will require maintenance.

Mr. Stankiewicz had spoken with Mr. Herring who felt that Exhibit B.1 - Architectural Design Development Package (TDA) and B.4 - Wetland Delineation and Permitting Assistance (ERS) were too high; B.1 based upon the industry standards. Mr. Duke explained that his cost for B.1 was determined by the State of Florida, average complexity architectural fee of 8.25 percent. Mr. Stankiewicz inquired why the rate was based on average complexity, not less than average since the plans and design have already been identified. Discussion followed.

Mr. Stankiewicz inquired what the cost would be if Task Nos. 8, 11 and 12 were removed from the Scope of Services. Mr. Reed responded that this would be a 40-hour savings equating to \$4,786.80. Mr. Stankiewicz inquired as to the cost per square foot to construct Fire Station 57 in Jacksonville and the County's 911 Call Center. Ms. Young noted that Fire Station 57 was \$260 per square foot; the design was \$165,100 for the design which averages 7.9 percent of the cost of the project for the architectural structure and civil engineering design; however, she was not certain if surveying and geotechnical was included. Mr. Nielson explained that the cost per square foot becomes lower when the square footage increases. If the building was 10,000 to 12,000 square feet, the cost would be lower. The expensive portions are the kitchens, bathrooms, and the more complicated components. Ms. Young pointed out that the 911 Call Center contained a large amount of high tech components.

Mr. Nielson explained that he was not certain when this set of plans was drawn but all of the structural design and energy code have changed according to the 2014 Florida Building Code 5th Edition. Mr. Stankiewicz mentioned that the County has a commissioner who is a former fire chief and he is very

familiar with fire stations and organizational structures. This commissioner will ask staff why Jacksonville spent 7.9 percent of their total budget on this aspect and this design is coming in at 11 percent. Staff will be directed to close that gap. Mr. Reed inquired if the County's budget for this project was reasonable? Mr. Reed explained that as far as R-A-M is concerned; apart from taking out the Tasks mentioned; their numbers are relatively lean. He felt the County would want to know how much the site would cost and whether there was another \$250,000 or more for the site. He asked whether the plan was to scale the building back to fit on the lot. Mr. Stankiewicz explained that these would be options to address once the County obtains the construction costs. All he can do is take the information provided to him at this time and come up with the best interests for this County where he can provide the Fire Department with what they want and then justify these costs to the Board of County Commissioners. He wanted to resolve this today and provide a contract to the Board of County Commissioners for approval. Mr. Reed suggested removing the \$8,200.00 (Exhibit B.3) survey and the entire \$8,650.00 (Exhibit B.4) for wetland delineation and permitting assistance as well as the \$3,600.00 (Exhibit B.5) geotechnical soil evaluation; and eliminating the bid phase support (Task Items 8, 9 and 12) at \$4,786.00 which would provide a total reduction of \$26,000.00 for a total cost of \$159,784.20. He added that these items were removed for comparison purposes.

For the contract, Mr. Stankiewicz suggested taking the \$185,021 (using whole number, not cents) and take out \$7,500 for Exhibit B.4; \$4,787 for staff time for Tasks 8, 11, and 12 which are no longer required services; using the lower rate but keeping the \$190 per square foot; and taking out \$3,914 based upon what those percentage differences; he comes up with total of \$168,820 for the contract price. Mr. Reed inquired if the County would consider a \$3,000 deduction instead from Exhibit B.1 for Architectural Design for a total of \$41,000 for that exhibit. Mr. Stankiewicz explained that the total contract would be \$169,734. Mr. Reed agreed that this is doable; however, he felt that the not to exceed \$7,500 for Permitting Assistance Fee should be budgeted as an allowance. Ms. Young suggested that this could be accomplished with a contract amendment. The contract could have a lump sum amount, a limited amount and a total amount. Next discussed were assumptions and whether there was the need for cost estimates for site work as this will significantly affect the budget. It was suggested that they would need those.

Mr. Stankiewicz clarified the new contract verbiage whereby he was taking the \$185,021 figure; subtracting out the \$7,500 that will be included in the optional amended contract; subtracting out the \$4,787 labor number provided by Mr. Reed; subtracting \$3,000 from the Architectural Design Development (B.2) for a total of \$169,914 as the fixed fee. Mr. Reed explained that R-A-M Consulting Group would accept that fee. Mr. Stankiewicz explained that this total is contingent upon Mr. Reed's verification of labor hours.

Mr. Stankiewicz commented that staff will place this contract on the August 28, 2017 Board of County Commissioners' agenda after legal has reviewed it. He requested an updated draft contract to take to the Board. Mr. Reed explained that his time frame would be 20 weeks for the building. Once R-A-M has the layout, they would need 16 weeks. Mr. Stankiewicz advised that on the contract, it must show Daniel Leeper, Chairman instead of Charlotte Young for the signature. It was noted that the Task numbers will change on the contract. Mr. Stankiewicz will advise the Board that the estimated time to get the Request for Proposal broadcast for the construction will be nine months.

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