

**WORK AUTHORIZATION #CM2418- WA09
 NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
 AGREEMENT FOR PROFESSIONAL SERVICES**

CS-22-279

Consultant:	CDM Smith, Inc.
Contract Number:	CM2418
Contact Name:	Bobb Hamm
Contact Number:	850-386-9529
Email:	hammra@cdmsmith.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Continuing CEI Services for 2022 Pavement Management/Overlays			
		CONTRACT OVERVIEW	
Date Submitted	3/29/2023	Total of Previous Authorizations	\$735,808.52
Amount	\$250,544.18	This Work Authorization	\$250,544.18
Scheduled Completion	NLT 9/30/2023 NLT 10/30/23	Current Contract Total	\$986,352.70

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

ARTICLE 1. Services Described as:

CDM Smith, Inc. shall provide Construction Engineering Inspection (CEI) Services in accordance with the Scope of Services dated March 28, 2023, a copy of which is attached hereto as Exhibit "A".

ARTICLE 2. Time Schedule

It is estimated that the project will begin on or about May 1, 2023, and end no later than ~~September 30, 2023.~~
~~October 30, 2023.~~

ARTICLE 3. Budget

CDM Smith, Inc. will perform the services outlined in Exhibit "A" for an amount of \$250,544.18. The performed services will be paid per the terms of the *Continuing Contract for Construction Engineering Inspection (CEI) Services for Nassau County, Florida*.

ARTICLE 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the CONTRACT referenced above and any of its attachments or schedules. Additional terms or contract provisions whether submitted purposely or

inadvertently, shall have no force or effect. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

Any Work Authorization entered into prior to expiration or termination set forth in the AGREEMENT shall continue in effect through the earlier of: (i) the date all of the Services thereunder have been fully completed and accepted by Nassau County, or (ii) until such time as such Work Authorization expires or is terminated in accordance with its terms or is terminated pursuant to Article 2 hereof.

In presenting this Work Authorization, Vendor agrees that:

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

AGREED TO BY:

BY: ROBERT HAMM
Print Name: ROBERT HAMM
Title: Vice President
Date: 4/13/2023

Account number(s): 03461541-546550 L&O

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Department Head/Managing Agent:

Doug Podiak

Procurement:

Ranasa Belmonte

Office of Management & Budget:

Chris Lacambra

County Manager:

Taco E. Pope, AICP

Taco E. Pope, AICP

Ex-Officio Clerk:

*See below

John A. Crawford

County Attorney:

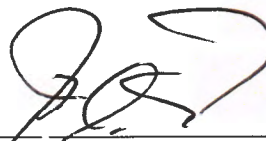
Denise Co/May 2023

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4/25/2023

APPROVED by the BOARD OF COUNTY COMMISSIONERS, this 24th day of July, 2023.

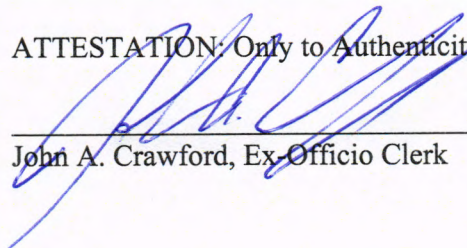
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Klynt A. Farmer
Chairman

ACCOUNT NO.: 03461541-546550 L&O

ATTESTATION: Only to Authenticity as to Chairman's Signature:



John A. Crawford, Ex-Officio Clerk



7029-1 Commonwealth Avenue
Jacksonville, FL 32220
Tel: 904-781-8131

February 22, 2023

Mr. David Hearn
Road and Bridge Supervisor
Nassau County Florida
37356 Pea Farm Road
Hilliard, FL 32046

Subject: Continuing CEI Services Work Authorization – Pavement Management/Overlay
2023 for Nassau County Scope and Fee Proposal

Dear Mr. Hearn,

CDM Smith respectfully submits this Scope and Fee Proposal to provide Nassau County with CEI inspection services for the referenced project in the amount of \$250,544.18. We have attached to this letter the Scope of Services and Fee Proposal, based on our understanding of the County's present needs and information provided by the County. Compensation will be via contract billing rates for hours authorized by the County and all unused funds will belong to Nassau County.

Again, we look forward to providing the County with quality support. Thank you for your confidence in CDM Smith.

Sincerely,

David Vogel

Digitally signed by David Vogel
DN: C=US, E=vogel@cdmsmith.com,
O=CDM Smith, OU=Florida CEI, CN=David
Vogel
Date: 2023.02.22 13:43:48-05'00'

David Vogel, P.E.
Principle
CDM Smith Inc.

Attachments: Exhibit A: Scope of Services
Exhibit B: Fee Proposal





Pavement Management/Overlay 60 Roads
February 22, 2023
Page 2

Exhibit "A"

Construction Engineering and Inspection Scope of Services

For

Pavement Management/Overlay 60 Roads for Nassau County

WA No.: CM2418-WA09





Pavement Management/Overlay 60 Roads
February 22, 2023
Page 3

Scope of Services

Construction Engineering and Inspection

Pavement Management/Overlay for Nassau County

1.0 **Purpose:**

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

2.0 **Scope:**

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

Description(s): **Pavement Management for Overlay of 60 Roads**

County: **Nassau**

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

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

3.0 **Length of Services:**

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by County and end no later than October 30, 2023. Please see attached Exhibit B for details.

4.0 **Items to be Furnished by the County to Consultant:**





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 4

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

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

5.0 Items Furnished by the Consultant:

5.1 Vehicles:

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

5.2 Field Equipment:

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

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

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

6.0 Liaison:

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

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





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 5

7.0 Performance of the Consultant:

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

8.0 Requirements:

8.1 General:

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

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

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

8.2 On-site Inspection:

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

8.3 Sampling and Testing:

The Consultant shall provide daily surveillance of the Contractor's Quality





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 6

Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance including Asphalt Plant Verification testing.

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

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

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

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

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

8.4 Engineering Services:

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

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 7

- A. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention and MOT measures associated with the project. Provide at least one inspector who has successfully completed the “Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors”.
- B. Analyze the Contractor’s schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor’s plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- C. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- D. Monitor, inspect and document utility construction for conformance with Utility Agency’s Water and Sewer Standards and the Utility Agency’s Approved Materials List. Facilitate coordination and communication between Utility Agency’s representatives, County’s staff, and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- E. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information for the County to make timely payment to the Contractor.
- F. Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Construction Project Manager shall approve all notices, brochures, responses to news media, etc., prior to release.
- G. Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 8

on potential claim items/issues and on areas of real/potential public controversy.

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

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

9.0 Personnel:

9.1 General Requirements:

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

9.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

9.3 Staffing:

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

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





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 9

10.0 Offer of Final Payment:

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

11.0 Invoicing:

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

12.0 Other Services:

Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.

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

13.0 Post Construction Claims Review:

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

Compensation for such services will be negotiated and effected through a Supplement to this Agreement.





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 10

14.0 Other Considerations:

- 14.1** Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.
- 14.2** The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by Consultant to verify substantial compliance with the plans, specifications, and design concepts.
- 14.3** Continuous inspections by Consultant's employees do not mean that Consultant is observing placement of all materials.
- 14.4** Full-time inspection means that an employee of Consultant has been assigned for 40 hours per week.
- 14.5** A certification that the project was built according to the plans, specifications, and relevant portions of the contract documents.
- 14.6** All time material and manpower necessary to certify the work. IMSA inspector or others as required.
- 14.7** Coordination with the FDOT in the field and responsibility for close out package submittal to FDOT and one original copy of the same to Nassau County.
- 14.8** Perform as the contract administrator and collect RFI's and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
- 14.9** Recommendation and preparation of any field changes and cost analysis and concurrence with the contractor prices.
- 14.10** Recommendation of all change orders (including weather days) and analysis and concurrence with contractor prices proposed.





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 11

- 14.11** Bi-weekly status reports, field meetings, etc.
- 14.12** Analysis of the QC plan for compliance (coordination with EOR as applicable)
- 14.13** Submittal of shop drawings to EOR and County as applicable.
- 14.14** Keep daily reports and provide to County as necessary.
- 14.15** Review submittals, (schedule of values, project schedules)
- 14.16** Review of As-builts for needed corrections.
- 14.17** Ensure the contractor is doing proper MOT, NPDES and other required reporting.
- 14.18** Conduct pre-con meeting.
- 14.19** Work with County and/or FDOT when appropriate to schedule and conduct inspection at substantial and Final Completion.
- 14.20** Review and approve each pay request by Contractor (quantities and dollars) and confirm or deny for payment.
- 14.21** Conduct a pre-pave meeting.
- 14.22** Prepare notes and summaries of all meetings.
- 14.23** Know the Contract and represent the County in the execution thereof.
- 14.24** Collect and retain all asphalt, concrete and limerock "tickets".
- 14.25** Ensure testing is done per the contract documents. Collect and retain all test results and inform County of any issues.
- 14.26** Inform the County when approaching plan quantities to not overrun pay items.





Pavement Management/Overlay 60 Roads

February 22, 2023

Page 12

15.0 Services Excluded:

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





Pavement Management/Overlay 60 Roads
February 22, 2023
Page 13

Exhibit "B"

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

For

Pavement Management/Overlay 60 Roads for Nassau County

WA No.: CM2418-WA09





Pavement Management/Overlay 60 Roads
 February 22, 2023
 Page 14

Exhibit "B"

2023 Pavement Management for Nassau County (57 Roads)										
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Estimated Start Date	Estimated End Date
	1	2	3	4	5	6	7	8		
	Pre							Post		
Personnel Classifications									Months	Hours
Sr. Project Engineer	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.08	13.20
Project Administrator	0.10	0.30	0.30	0.30	0.30	0.30	0.30	0.10	2.00	330.00
Sr. Inspector	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	6.00	990.00
Sr. Inspector	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	6.00	990.00
Asphalt Plant Inspector <i>(As Needed)</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract Support Specialist	0.10	0.20	0.20	0.20	0.20	0.20	0.20	0.10	1.40	231.00

Perform CEI Services as an extension of County in the Construction Administration of the Pavement Management Program for Nassau

Project Administration, Construction Engineering Inspection and Issue Resolution

It is estimated that projects will be issued by PO to Nassau County Asphalt Contractor - Hubbard Construction Company

It is estimated that Construction is scheduled to begin on this project in April 2023 (Pre-Con Mar 2023).

Contract Construction Duration =

60 different roadways of varying length totalling approximately 21.6 miles.

Total tonnage of asphalt to be used is approximately 21,769.5 TN.

Estimated Duration to complete all 60 roadways is approximately 6 months for construction and 8 months for CEI.





Pavement Management/Overlay 60 Roads
 February 22, 2023
 Page 15

Exhibit "B"

CEI Services				
Nassau County Pavement Management Overlay 2023				
CDM Smith, Inc.				
Employee Classification	OT Allowed	Man-Hours	Billing Rate	Cost
Sr. Project Engineer	N	13.2	\$ 169.02	\$2,231.06
Project Administrator	N	330.0	\$ 111.26	\$36,715.80
Sr. Inspector	Y	990.0	\$ 98.64	\$97,653.60
Sr. Inspector	Y	990.0	\$ 98.64	\$97,653.60
Asphalt Plant Inspector (As Needed)	Y	0.0	\$ 75.00	\$0.00
Contract Support Specialist	N	231.0	\$ 70.52	\$16,290.12
TOTAL LIMITING AMOUNT				\$250,544.18

1. Consultant must obtain written approval from the County prior to working overtime on any project.
2. Overtime will only be allowed for Sr. Inspector and/or Inspector positions, as approved in writing by the County.
3. Limiting Amount Task. All excess, unused funds are the County's

