

**WORK AUTHORIZATION # CM2418-WA07
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
AGREEMENT FOR PROFESSIONAL SERVICES
RFP/BID NO. NC16-029**

Consultant:	CDM Smith, Inc.
Contract Number:	CM2418
Contact Name:	William M. Glennon, P.E.
Contact Number:	(904) 781-8131
Email:	glennonwm@cdmsmith.com

CURRENT WORK AUTHORIZATION			
Project Short Title: Pavement Management/Overlay for Nassau County			
		CONTRACT OVERVIEW	
		Total of Previous Authorizations	\$515,142.40
Date Submitted	08/13/2021	Adjustments/Change Orders	\$45,369.46
Amount	\$24,882.33	This Work Authorization	\$24,882.33
Scheduled Completion	11/30/2021	Current Contract Total	\$585,394.19

This Work Authorization is to the CONTRACT 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 August 13, 2021, attached hereto and incorporated herein as Attachment "A".

ARTICLE 2. Time Schedule

It is estimated that the project will begin on August 30, 2021 and end no later than November 30, 2021.

ARTICLE 3. Budget

CDM Smith, Inc. will perform the services outlined in Attachment "A" for an amount of \$24,882.33. 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 CONTRACT when executed by both parties.

In presenting this Work Authorization, Consultant agrees that:

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

AGREED TO BY:

BY: Amelia H. Davies
Print Name: Amelia H. Davies
Title: Associate
Date: 8/24/2021

Account No.: 63461541-546550 L&O

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Public Works:	<u>Sony Podiat</u>	8/24/2021
	Department Head or Designee	
Procurement:	<u>[Signature]</u>	8/24/2021
	Brian Simmons	
Office of Management & Budget:	<u>Megan Diehl</u>	9/2/2021
	Megan Diehl	
County Manager:	<u>Taco E. Pope, AICP</u>	9/3/2021
	Taco E. Pope, AICP	
Ex-Officio Clerk:	<u>N/A</u>	
	John Crawford	
County Attorney:	<u>Michael S. Mullin</u>	9/3/2021
	Michael S. Mullin	

APPROVED by the BOARD OF COUNTY COMMISSIONERS, or its designee, this 3 day of September, 2021.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

N/A

Thomas R. Ford, Chairman



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

August 13, 2021

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

Re: Continuing CEI Services Work Authorization – Pavement Management/Overlay 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 \$24,882.33. 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,
CDM Smith

A handwritten signature in black ink, appearing to read "W. M. Glennon".

William M. Glennon, P.E.
Sr. Project Engineer

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





Pavement Management/Overlay
August 13, 2021
Page 2

Exhibit "A"

Construction Engineering and Inspection Scope of Services

For

Project Description: Pavement Management/Overlay for Nassau County





Pavement Management/Overlay
August 13, 2021
Page 3

Scope of Services

Construction Engineering and Inspection

Pavement Management 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/Overlay**
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. Please see attached Exhibit B for details.

4.0 Items to be Furnished by the County to Consultant:





Pavement Management/Overlay

August 13, 2021

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

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

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

6.0 Liaison:

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

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





Pavement Management/Overlay
August 13, 2021
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 into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant will monitor all off-site activities and fabrication as applicable. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

8.3 Sampling and Testing:

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





Pavement Management/Overlay
August 13, 2021
Page 6

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

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

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

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

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

8.4 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:

- 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





Pavement Management/Overlay

August 13, 2021

Page 7

all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

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

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

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

9.0 Personnel:

9.1 General Requirements:

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





Pavement Management/Overlay

August 13, 2021

Page 8

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.

10.0 Offer of Final Payment:

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

11.0 Invoicing:

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

12.0 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.





Pavement Management/Overlay

August 13, 2021

Page 9

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

13.0 Post Construction Claims Review:

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

14.0 Other Considerations:

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





Pavement Management/Overlay

August 13, 2021

Page 10

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





Pavement Management/Overlay

August 13, 2021

Page 11

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

15.0 Services Excluded:

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





Pavement Management/Overlay
August 13, 2021
Page 12

Exhibit "B"

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

Project Description: Pavement Management/Overlay for Nassau County



Exhibit "B"

Pavement Management/Overlay for Nassau County

8/13/2021

Personnel Classifications				Estimated Start Date	Estimated End Date
	Sep	Oct	Nov		
	1	2	3		
Pavement Management for Nassau County				8/30/2021	11/30/2021
				Months	Hours
Sr. Project Engineer	0.04	0.02	0.04	0.10	16.50
Sr Inspector/APA	0.00	0.00	0.00	0.00	0.00
Sr. Inspector	0.30	0.40	0.30	1.00	165.00
Asphalt Plant Inspector (As Needed)	0.00	0.00	0.00	0.00	0.00
Contract Support Specialist	0.20	0.10	0.20	0.50	82.50

Perform CEI Services as an extension of County in the Construction Administration of the Pavement Management Project Administration, Construction Engineering Inspection and Issue Resolution

It is estimated that projects will be issued by WA to Nassau County Asphalt Contractor - Preferred Materials

Pavement Management/Overlay for Nassau County

8/13/2021

13-Aug-21				
CEI Services				
Pavement Management Overlay				
Nassau County				
CDM Smith, Inc.				
Employee Classification	OT Allowed			
		Man-Hours	Billing Rate	Cost
Sr. Project Engineer	N	16.5	\$169.02	\$2,788.83
Sr Inspector/APA	N	0.0	\$98.64	\$0.00
Sr. Inspector	Y	165.0	\$98.64	\$16,275.60
Asphalt Plant Inspector (As Needed)	Y	0.0	\$75.00	\$0.00
Contract Support Specialist	N	82.5	\$70.52	\$5,817.90
TOTAL LIMITING AMOUNT				\$24,882.33

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