

Clay County Agreement/Contract No. 2019/2020 – 196 AM4

**FOURTH AMENDMENT TO AGREEMENT FOR OWNER’S REPRESENTATIVE
SERVICES FOR 2020 TRANSPORTATION BOND PROGRAM
[WGI, INC.]**

This Fourth Amendment to Agreement for Owner’s Representative Services for 2020 Transportation Bond Program (“Fourth Amendment”) is made and entered into on this ____ day of March, 2022 by and between Clay County, a political subdivision of the State of Florida (the “County”) and WGI, Inc., a Florida Profit Corporation (“Owner Rep”).

RECITALS

WHEREAS, on September 8, 2020, the parties entered into an Agreement for Owner’s Representative Services for 2020 Transportation Bond Program (“Bond Program”), Clay County Agreement/Contract No. 2019/2020-196 (“Agreement”), which is incorporated herein by reference, wherein the Owner Rep agreed to serve as the County’s owner’s representative in relation to the Bond Program; and

WHEREAS, on February 23, 2021, the parties entered into the First Amendment to the Agreement, incorporated herein by reference, to remove all references to subcontractor Birchfield and Humphrey, Inc., its associated legal services, and all associated costs; and

WHEREAS, on January 19, 2022, the parties entered into the Second Amendment to the Agreement, incorporated herein by reference, to provide an additional means for payment related to appraisal work completed by the subcontractor, CBRE Group, Inc. based on its unit rates; and

WHEREAS, the Third Amendment to the Agreement, incorporated herein by reference, amends the scope of services to provide for Owner Rep Services in relation to the roundabout study, typical analysis, and Sandridge realignment in connection with CMAR Group #1, Project 3 of the Bond Program; and

WHEREAS, the Agreement provides that if the County identifies or the Owner Rep recommends any additional services to be provided by the Owner Rep that are not covered under the Agreement but are beneficial to the Bond Program, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Owner Rep and be made a part of this Agreement by a written amendment; and

WHEREAS, the Agreement further provides that projects not in the Bond Program may be added at the discretion of the County and be made a part of the Agreement by a written amendment; and

WHEREAS, the Bond Program is comprised of seven roadway projects identified as follows:

- 1) Project No. 1: CR 218 from Cosmos Ave. to Pine Tree Lane

- 2) Project No. 2: CR 209 from CR 315B to Highway 17
- 3) Project No. 3: CR 209 from Sandridge Road to CR 315B
- 4) Project No. 4: Sandridge Road from Henley Road to CR 209
- 5) Project No. 5: CR 220 from Baxley Road to Henley Road
- 6) Project No. 6A: First Coast Connector, CR 315 to Highway 17
- 7) Project No. 6B: First Coast Connector, First Coast Expressway to CR 315

WHEREAS, the parties desire to add a new Project referred to as “CR 218 from Carter Spencer Road to Cosmos Ave” as a separate Project under the Agreement; and

WHEREAS, the CR 218 from Carter Spencer Road to Cosmos Ave Project will be paid by the County using Impact Fee District 2 funding and will not be subject to the deadline associated with the Sales Surtax Revenue Bonds, Series 2020; and

WHEREAS, the Owner Rep desires to serve as the County’s representative to oversee the design and construction (by others) in relation to this Project; and

WHEREAS, the parties desire to amend the Agreement to add CR 218 from Carter Spencer Road to Cosmos Ave as a separate Project under the Agreement and provide for Services by the Owner Rep in relation to this Project as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Agreement is hereby amended to include a new roadway project under the Agreement identified as CR 218 from Carter Spencer Road to Cosmos Ave (“Project”).

2. The Owner Rep shall provide owner’s representative services and other professional services necessary to oversee the design and construction of this Project. It is anticipated that this Project will be a Design Build Project.

3. The Owner Rep shall serve as the County’s owner’s representative in relation to the Project and will consult with the County during the performance of its services. The Owner Rep will provide all services, documents, drawings, and any other services called for in the Agreement, the Scope of Services in the RFQ, attached to the Agreement as **Attachment B**, the Owner Rep’s Response, attached to the Agreement as **Attachment C**, and the Summary of Services for the Project, a copy of which is attached to this Fourth Amendment as **Attachment D1** and incorporated herein by reference (the “Services”).

4. The categories of Services to be provided by the Owner Rep in relation to the CR 218 from Carter Spencer Road to Cosmos Ave Project are listed below and summarized in **Attachment D1**. No Services are anticipated to be performed by the Owner Rep under Service Categories 4 and 5 below.

- 1) Project Management Services
- 2) Design Criteria Package Services for Design Build
- 3) Project Right of Way Acquisition Services
- 4) CMAR Wide Stormwater and Environmental Strategy Services
- 5) CMAR Wide Surveying Services
- 6) Project Construction Engineering and Inspection (“CEI”) Services
- 7) Project Reimbursables Services

5. The Owner Rep shall prepare a Master Project Plan and Schedule consisting of plans and schedules for the Project covering the management, planning, design, construction, schedule and timeline for the Project. The Owner Rep has prepared a draft Schedule for the Project, which is attached hereto as **Attachment E1** and incorporated herein by reference. Prior to the submittal of its first application for payment, the Master Project Plan and Schedule shall be submitted to the County Representative and the Program Administrator for their review and approval. After approval, the Master Project Plan and Schedule will be maintained by the Owner Rep.

- A. The Master Project Plan and Schedule will guide the Owner Rep’s performance of the Services related to the Project. It will provide a plan for the control, direction, coordination and evaluation of the Services performed; the Project organization and communication procedures including identification of key personnel and the organizations participating, responsibilities of the Owner Rep, County and Design Consultants; responsibility performance chart; track Key Performance Indicators (KPIs); Project goals; Project strategy; work flow diagrams; strategy for bidding and subcontracting the work; and describe in detail the procedures for executing the Services associated with the Project to effectuate timely completion of the Project. The Master Project Plan and Schedule must include all activities, deadlines, and timelines of the Project. The Master Project Plan and Schedule shall take into consideration any and all other roadway and project work in the County as well as in the region, in every effort to mitigate any conflicts and reduce traffic stress.
- B. The Master Project Plan and Schedule as approved by the County shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Plan and Schedule may otherwise be updated as necessary, but the Owner Rep may not make material changes without the County Representative and/or the Program Administrator’s prior written concurrence. The approval of the Master Project Plan and Schedule by the County Representative and/or the Program Administrator in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Owner Rep is and shall remain solely responsible for the planning and execution of Services in order to meet the Project’s milestones or Agreement completion dates. Any conflicts between the Master Project Plan and Schedule and the Agreement documents shall be governed by the latter.

6. In accordance with the Agreement, Task Authorizations will be issued by the Program Administrator on a form provided by the County and will set forth a specific Service, associated with the Project, and other pertinent details of the Services being authorized for the Owner Rep to perform. Any Services performed by the Owner Rep prior to the issuance of a Task Authorization by the Program Administrator are at the sole risk of the Owner Rep and are not subject to payment by the County.

7. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Owner Rep agrees to timely perform all Services as provided for in this Fourth Amendment. The Owner Rep's Services for this Project must be completed by November 30, 2025.

8. The County agrees to pay the Owner Rep for the Services performed for the Project in accordance with the terms of the Agreement, as amended by this Fourth Amendment, on a cost reimbursement and lump sum basis, in an amount that **shall not exceed the total sum of \$1,619,113.31**. This amount includes the Services performed by the Owner Rep for this Project and all other costs, expenses and reimbursables associated with the Owner Rep's performance of the Services to complete this Project.

9. The total amount in paragraph 8 has been allocated by the parties into Service Categories 1, 2, 3, 6, and 7 identified in paragraph 4 and further allocated by subcategory. These allocations are set forth in **Attachment F1**, Schedule of Values, which is attached hereto and, by this reference, incorporated herein. Payments will be made by the County to the Owner Rep for all Services actually, timely and satisfactorily rendered, in monthly increments based on the values set forth in **Attachment F1** and as described below:

- A. The County agrees to pay the Owner Rep for Project Management Services performed by the Owner Rep on a cost reimbursement basis not to exceed a total amount of \$212,867.10 based on the actual hours of Services furnished using the hourly rates set forth in **Composite Attachment G** to the Agreement, as amended, upon presentation of an Invoice submitted to the County in accordance with Article 10 of the Agreement, as amended by the Third Amendment.
- B. The County agrees to pay the Owner Rep for Design Criteria Package Services for Design Build performed by the Owner Rep. The total lump sum amount for the completion of these Services is \$572,720.47. Payments are to be made at stages of percent complete based on the lump sums identified in **Attachment F1**, upon presentation of an Invoice submitted to the County in accordance with Article 10 of the Agreement, as amended by the Third Amendment.
- C. The County agrees to pay the Owner Rep for Project Right of Way Acquisition Services performed by the Owner Rep on a cost reimbursement basis not to exceed the total amount of \$587,162.24 based on actual hours of Services furnished using the hourly rates or based on

the unit rates for the Services furnished, as may be applicable, set forth in **Composite Attachment G** to the Agreement, as amended, upon presentation of an Invoice submitted to the County in accordance with Article 10 of the Agreement, as amended by the Third Amendment.

- D. The County agrees to pay the Owner Rep for Project Construction Engineering and Inspection (“CEI”) Services performed by the Owner Rep. The total lump sum amount for the completion of these Services is \$236,363.50. Payments are to be made at stages of percent complete based on the lump sums identified in **Attachment F1**, upon presentation of an Invoice submitted to the County in accordance with Article 10 of the Agreement, as amended by the Third Amendment.
- E. The County agrees to pay the Owner Rep for Project Reimbursables Services performed by the Owner Rep on a cost reimbursement basis not to exceed a total amount of \$10,000.00 based on the actual costs of the reimbursement as pre-approved in writing by the Program Administrator, upon presentation of an Invoice submitted to the County in accordance with Article 10 of the Agreement, as amended by the Third Amendment.

The County has the right to issue or to limit, with or without cause, any number or all of the Service categories without impacting the value of the other Service categories. Payments to Owner Rep shall not be subject to withholding for retainage.

10. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the total not to exceed amount; to provide for a time extension; to settle contract claims; and to make the Project functionally operational. Prior to requesting approval of a Change Order, the Owner Rep shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County’s executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

11. The Owner Rep hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

12. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this Fourth Amendment are incorporated herein and

shall remain in full force and effect. If there is conflict between this Fourth Amendment and the Agreement, as amended, the terms of this Fourth Amendment shall control as it pertains to this Project.

13. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Fourth Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Fourth Amendment on behalf of such party and that the Fourth Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the date and year first written above.

WGI, INC.

By: _____
Gregory Sauter
Its President

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT D1
Summary of Services

ATTACHMENT D1

SUMMARY OF SERVICES

The Owner Rep shall provide Services as detailed in the Agreement, the RFQ Scope of Services attached as Attachment B to the Agreement, the Owner Rep's Response attached as Attachment C to the Agreement, and this Summary of Services. This Summary of Services sets forth the associated cost reimbursable and lump sum amounts for the seven categories of Services agreed upon by the parties to ensure performance of the Services as described in the table below:

	Service Categories	Contract Amounts
1	Project Management	Cost Reimbursable \$212,867.10
2	Design Criteria Package for Design Build (DB)	Lump Sum \$572,720.47
3	Project Right of Way Acquisition	Cost Reimbursable \$587,162.24
4	CMAR Wide Stormwater and Environmental Strategy	Cost Reimbursable \$0
5	CMAR Wide Surveying	Lump Sum \$0
6	Project Construction Engineering and Inspection (CEI)	Lump Sum \$236,363.50
7	Project Reimbursables	Cost Reimbursable \$10,000.00
	TOTAL OWNER'S REP FEE	\$1,619,113.31

Each service category has been further divided into subcategories by the parties to reflect the work effort to be performed under each service category and the associated cost within each service category. The following tables for each service category identify the subcategories and associated contract amount and are followed by a description of work effort attributed to the subcategories.

SERVICE CATEGORY 1 – CR 218 PROJECT MANAGEMENT

Category	Contract Amount	Comments
Roadway Reviews (Support)	\$36,529.60	All DB Projects and CMAR Projects oversight
Drainage Reviews (Support)	\$27,200.60	Technical oversight services for all DB Projects and CMAR Projects
Utility Verification (Support)	\$25,588.80	Technical oversight services for all DB Projects and CMAR Projects
Geo-Tech (Support)	\$0	Technical oversight services for all DB Projects and CMAR Projects
Public Involvement (GIS Support)	\$0	Support services for all DB Projects and CMAR Projects
Project Management	\$123,548.10	All DB Projects and CMAR Projects
Project Controls	\$0	HDR – Subcontractor services for all DB Projects and CMAR Projects
Sub-Total Project Management Services	\$212,867.10	

DESCRIPTION:

The Services to be provided under the CR 218 Project Management Service Category include, but are not limited to, professional services necessary to manage the study, design, right of way acquisitions/relocations, construction and inspections and are divided into the following described subcategories.

Roadway Reviews:

These Services are for CR 218 Widening from Carter Spencer Rd to Cosmos Ave and are described as tracking and close-out of all comments and responses related to the Project through the entire design review process for Project plans and Project submittals, including design exceptions and quality control assurance reviews to include the technical review of plans and supporting documentation at 90%, and 100% submittals.

Drainage Reviews:

These Services are for technical oversight review support services for CR 218 and are described as services to determine all Project drainage design and construction methods in accordance with standard drainage practices (see the most current edition of the FDOT Drainage Manual for reference). These Services also include the technical review of plans and supporting documentation at 90%, and 100% submittals.

Utility Verification:

These Services are for technical oversight review support services for CR 218 Project and are described as the process of obtaining all utility information available to develop a plan which incorporates all utilities (electric, water, wastewater, communications, data and gas) into the Project(s) work plan which includes all existing aerial and underground utilities.

Project Management:

The support services for CR 218 from Carter Spencer Rd to Cosmos Ave and are described as:

- a. Project Plan and Schedule.
 - b. Deliver Design Criteria Package to the County for Bidding.
 - c. Draw from the Master Program Plan and Schedule to establish and monitor Project scheduling requirements and major milestone/critical path events for engineering/ construction activities such as the following:
 - Review, coordinate and manage Project consultants and contractors.
 - Review design development compliance with approved Project design criteria.
 - Develop scope of work and special contract provisions.
 - Review Project consultants progress reports and review and recommend approval of Project consultants' and contractors' invoices.
 - Provide oversight and support services during the construction period to ensure compliance with contract documents and industry best practices.
- Budget: Review and update conceptual budget and scope; Establish financial accounting systems, advise the County of projected funding needs monthly, perform cash flow analyses, and validate project requirements and budgets for financial/accounting support, general administrative, and professional support; Develop baseline Cash Flow metric (specifically linking Funding to the detailed Project activity and projected needs) that will be updated throughout the life of the Project;
 - Project Services Support:
 - a. Provide document controls and filing systems, establish Project schedule, conduct production meetings, provide status reports, and other general administrative services.
 - b. Review scope of services for Project design, review contract agreements, provide

baseline surveying, right of way mapping and legal descriptions, and prepare paperwork and documentation necessary for submittal to the County's Board of County Commissioners.

- c. Coordinate the timing of the roadway construction, including analysis of other construction that may impact the roadways to determine the most efficient means and timing to conduct the work to minimize the impact on the public.
 - d. Use proactive management and technical oversight in all areas of planning through construction to ensure success in delivery of the Project within budget and on-time before the mandated deadlines.
 - e. Establish Project controls protocols and coordinate with County Administrative Staff on how to make the linkages as seamless as possible:
 - o Accounting Systems
 - o Purchasing and Procurement Systems
 - o Project Scheduling and Tracking Systems
- Risk Management:
 - a. Develop a Risk Profile and prepare a Risk Management Plan and maintain a Risk Register from task authorization through completion of the Project. Risk assessment will be discussed weekly with the County so the County and the Owner Rep are aware of the current exposure and probability and continue to effectively address issues.
 - b. Consider all potential risks, including, but not limited to, COVID-19 and any other infectious disease outbreak, cybersecurity, and natural disasters/extreme weather such as hurricanes, etc.
 - c. Work with the County to establish response protocols and hold industry forums to communicate with the industry and seek feedback to mitigate any potential risks.
 - Right of Way: Review the existing right of way and establish an acquisition strategy that includes an evaluation of the proposed typical section for the Project to determine if alternatives might yield less right of way impacts.
 - Design Build Project:
 - a. For design-build work, perform constructability review; perform geotechnical advisory support; and perform surveying support.
 - b. Conduct an in-depth constructability review and conduct a Quality Control (QC) pre-construction meeting to review specifications, outline testing procedures, review responsibilities, and resolve contractor questions.
 - c. Review Project schedules against FDOT or other Project improvements to coordinate traffic control plans and other Project coordination.
 - d. Implement partnering in improving communications, increasing trust, managing goals, and expediting decision-making time.
 - e. Assist in value engineering; review periodic progress payment requests;
 - f. Perform preliminary design activities including development criteria, standards and elements that will be transferred to the Design Consultants to establish consistency and assist with the review and negotiation of the design fee proposals, monitor Design Consultants performance; review/comment on the 90%, and

100% submittals; review design criteria development compliance; assist in value engineering; review periodic progress payment requests.

- g. During the construction, provide CEI Services as outlined in Service Category 6, schedule and conduct pre-construction and weekly meetings, enforce construction documents, review shop drawings and RFIs, review and analyze change orders, review monthly progress payment requests, prepare/maintain monthly progress schedules and reports, test construction materials, collect and deliver documents and deliverables prior to recommending final payments, deliver financial accounting reports, and conduct warranty reviews as needed.
- h. Serve as an expert witness and perform any other design support services.

SERVICE CATEGORY 2 – DESIGN CRITERIA PACKAGE
FOR DESIGN BUILD (DB)

Categories	Contract Amounts	Comments
Survey (Topo/ Right of Way)	\$39,747.14	Surveying effort to support the preparation of the Design Build Criteria Package and all other needs related to the delivery of CR 218
Structures	\$0	N/A
Roadway (Conceptual Plans)	\$211,604.01	Develop a Conceptual set of plans for both Design Build Projects and secure SJRWMD ERP, Formal Wetland Delineation, and USACE permit
Drainage (Conceptual plans)	\$57,495.84	Develop a Conceptual set of plans for both Design Build Projects and secure SJRWMD ERP, Formal Wetland Delineation, and USACE permit
Geotech (Reviews and Borings)	\$45,618.26	For Project CR 218 – Roadway borings at every 500 ft. (max) one boring per pond (2 max)
Drainage (Analysis and Permitting)	\$148,112.31	Develop preliminary drainage basins and ponds as needed to secure SJRWMD ERP, Formal Wetland Delineation, and USACE permit
Wetland Delineation	\$70,142.91	Delineate State & Federal jurisdictional wetlands and prepare wetland application for SJRWMD and USACE as needed to support the issuance of SJRWMD ERP
Sub-Total Supporting Professional Services to Develop Design Criteria Packages	\$572,720.47	

DESCRIPTION:

The Services to be provided under the Design Build Criteria Package Service Category include but are not limited to professional services necessary to develop Design Build (DB) criteria

packages for:

- Project: CR 218 – Carter Spencer Road to Cosmos Ave

The Design Build delivery method will be used on Project; CR 218 – Carter Spencer Road to Cosmos Ave. It was determined that a Design Build delivery model would allow the County to leverage existing investments in both of these Projects and to immediately begin a process that would lead to an early start on construction activity and shift appropriate risks to the Design Build contractors.

The design build packages will be designed to a Conceptual permit completion by the Owner Rep. These packages will be of sufficient quality to issue Design Build Request for Proposals and/or Qualifications. The Owner Rep may assist the County through the procurement process. The preparation of the Design Build Criteria Packages will involve the development of design and contract documents of sufficient strength to allow Design Build contractors to evaluate and bring forth competitive responses. The general objective is for the Owner Rep to develop Design Build Request for Proposals and/or Qualifications to be used by the County for procurement of Design Build Firm(s) (DBFs). In addition, the Owner Rep will provide Services to support the DB Projects during the DBF procurement effort. The professional Services authorized under this category include due diligence and planning; limited Geotechnical Services; preliminary Engineering Design, preparing bid documentation and assisting in the evaluation of industry responses, including transition into construction phase services.

Project #1, CR 218 - Cosmos Avenue to Pine Tree Lane:

This proposal includes the effort required to secure the SJRWMD ERP, Formal Wetland Delineation, and USACE permit. The Owner Rep will use the conceptual design (drainage system, stormwater management and environmental permitting) as a baseline and revise it as needed to comply with current industry best practices and regulatory requirements. It is anticipated that this effort will include the preparation of drainage maps, stormwater pond sheets, drainage detail sheets, erosion control plans, SWPPP sheets and stormwater calculations that will be signed and sealed as a part of the submittal of SJRWMD ERP and USACE applications. The Owner Rep work effort will involve some of the more detailed effort as described below:

- Review the SJRWMD ERP and USACE permit including any special conditions.
- Review the stormwater management system to determine compliance with current industry best practice and regulatory requirements:
 - a. Drainage maps
 - b. Pond designs
 - c. SWPPP & Erosion Control Plans
 - d. Drainage System Design
- Conduct field reviews to determine any significant change in condition.
- Wetland delineation and general wildlife surveys for due diligence.
- Perform UMAM analysis on proposed wetland impacts.

- Determine mitigation requirements and develop a mitigation plan.
- Perform plans updates and obtain SJRWMD ERP and USACE permit, including:
 - a. Drainage maps
 - b. Pond detail sheets
 - c. SWPPP and erosion control plans
 - d. Secure the SJRWMD Stormwater ERP, USACE permit, and Formal Wetland Delineation
 - e. Concurrence letters from DHR, FWC, & USFWS
 - f. RFP preparation assistance (if requested)
 - g. Perform 90% and 100% phase plans and calculations reviews
 - h. Post Design Support

The Design Build Service Category is divided into the following subcategories for cost allocation:

Survey:

These Services are to support the preparation of the DB package and all other needs related to the delivery of Project: CR 218 with the general statement of work described as:

- Survey work will be in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472 of the Florida Statutes.
- Survey work shall adhere to the required work zone safety for each task.
- Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88).
- Horizontal control will be based on the State Plane Coordinate System of 1983, Florida East Zone.
- Existing Right of Way Survey:
 - a. Establish primary horizontal control
 - b. Establish primary vertical control
 - c. Survey of existing right of way based upon supplied right of way maps and adjacent property descriptions (legal descriptions, plats, etc.)
 - d. Right of way lines shall be created of the existing right of way to aid in the creation of property acquisitions, temporary construction easements, etc.
 - e. Project: CR 218 - Cosmos Avenue to Pine Tree Lane: Review existing right of way maps and locate existing control to determine current County right of way
- Topographic Survey:
 - a. Establish secondary horizontal/vertical control for LiDAR scans and additional topo
 - b. LiDAR scan of project corridor
 - Task includes the data acquisition, post processing, and extraction
 - c. Topographic survey of obscured areas and pond sites
 - Topographic limits to extend 10 feet past the right of way
 - d. Drainage survey of existing structures
 - e. Jurisdiction line survey (wetlands as flagged by others)

- f. Project #1, CR 218 – Carter Spencer Rd to Cosmos Ave: Survey of 1.02-mile Project limits to extend 10 feet on either side of the proposed right of way and proposed pond sites

Roadway:

Services for both Project: CR 218 to include the development of a Conceptual set of plans as well as the securing of the SJRWMD ERP, Formal Wetland Delineation and USACE permit.

Drainage:

Services for Project: CR 218 to include the development of a Conceptual set of plans and securing of the SJRWMD ERP, Formal Wetland Delineation, and USACE permit.

Geotech:

Services are for Project: CR 218 to include roadway borings at every 500 ft. (max), and one boring per pond (3 max).

Drainage (Analysis and Permitting):

Services for Project: CR 218 to include developing preliminary drainage basins, and ponds as needed to secure SJRWMD ERP, Formal Wetland Delineation, and USACE permit.

Wetland Delineation:

Services are for Project: CR 218 to delineate State & Federal jurisdictional wetlands and prepare wetland application for SJRWMD and USACE as needed to support the issuance of SJRWMD ERP.

SERVICE CATEGORY 3 – PROJECT RIGHT OF WAY ACQUISITION

Category	Contract Amount	Comments
Acquisition (HDR)	\$290,712.24	DB Project CR 218
Appraisal	\$125,500.00	DB Project CR 218
Acquisition (WGI)	\$76,450.00	DB Project CR 218
Legal Description	\$94,500.00	DB Project CR 218
Environmental Phase I	\$0	N/A
Environmental Phase II	\$ 0	N/A
Environmental Phase III	\$0	N/A
Sub-Total Right of Way Acquisition Services	\$587,162.24	

DESCRIPTION:

The Services to be provided under the Right of Way Acquisition Service Category are set forth in the RFQ Scope of Services, Attachment B to the Agreement, and will be subcontracted out by the Owner Rep. The subcontractor(s)' right of way acquisition services shall include but not be limited to all services needed for the County to acquire complete or partial properties for construction and are divided into the following described subcategories for cost allocation:

Acquisition:

These Services are for the acquisition of necessary right of way property for Design Build (DB) Project: CR 218 and are described as including, but not limited to, negotiating purchases; assisting in relocation; preparing suit packages for eminent domain; performing title searches; serving as expert witness; providing recorded deeds; maintaining financial accounting of all real estate transactions; preparing bid packages for demolishing structures; utility adjustment and relocation needs; permitting requirements; and general site conditions.

Appraisal:

These Services are for 23 appraisals necessary for acquisition of right of way property for DB Project: CR 218 and are described as including but not limited to performing appraisals and confirming accuracy thereof.

Legal Description:

These Services are for the preparation of the legal descriptions for the acquisitions necessary for Project: CR218 and are described as:

- Boundary rectification surveys shall be completed on parcels that will be affected by acquisitions or easements. Only sufficient field work shall be completed to allow for the County to understand the approximate location of common boundary lines of adjacent parcels. Extensive boundary surveys of each adjacent parcel shall not be performed.
- Legal descriptions of each of the parcels shall be created to be included in the right of way process.
- This phase will not begin until the parcels being affected have been identified.
- Includes staking parcels for appraisals, as requested.
- It is noteworthy that the specific proposal for right of way services provides an outline of the number of parcels that are estimated to be impacted by takings and temporary construction estimates and there is a direct correlation between the number of parcels and the stated fee.
 - a. DB Project:
 - CR 218 – Cosmos Avenue to Pine Tree Lane: Number of parcels based on conceptual right of way is 43.

**SERVICE CATEGORY 6 – PROJECT CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES (CEI)**

Category	Contract Amount
Inspection Services	\$226,363.50
Material Testing	\$ 10,000.00
Sub-Total CEI SERVICES	Lump Sum \$236,363.50

DESCRIPTION:

The CEI Services to be performed for the lump sum amount are set forth in the RFQ Scope of Services, Attachment B to the Agreement, and will be subcontracted out by the Owner Rep. The subcontractor’s services are intended to provide the professional services necessary to oversee the construction (by others) of the Project. Services are divided into construction inspection and material testing subcategories for the work effort being performed.

Inspection Services:

These Services will specifically include, but not be limited to:

- Review safety measures and perform daily safety review checklists; perform daily inspections and report deficiencies to contractor for immediate correction.
- Monitor contractors’ erosion control practices daily and measure pay item quantities daily.
- Inspect construction work and document the findings in the daily report of construction, review verification testing and perform monthly QC records to confirm appropriate testing and controls are performed and documented.
- Ensure contract compliance with plans, specifications, and other contract documents prior to the end of each shift.
- Conduct bi-weekly meetings with contractors and utility owners, resolve problems that arise in the field, and avoid claims by identifying potential conflicts early.
- Track the Critical Path Method (CPM) schedule during construction and make suggestions to get the Project(s) back on track if schedule is threatened.
- Monitor contractors’ performance on addressing the punch lists and monitor contractors’ completion of all of their obligations under the warranty periods of the contracts.

Material Testing:

These Services encompass the testing necessary to confirm compliance with design requirements for the materials such as concrete testing, asphalt testing, density and moisture testing, etc.

SERVICE CATEGORY 7 – PROJECT REIMBURSABLES

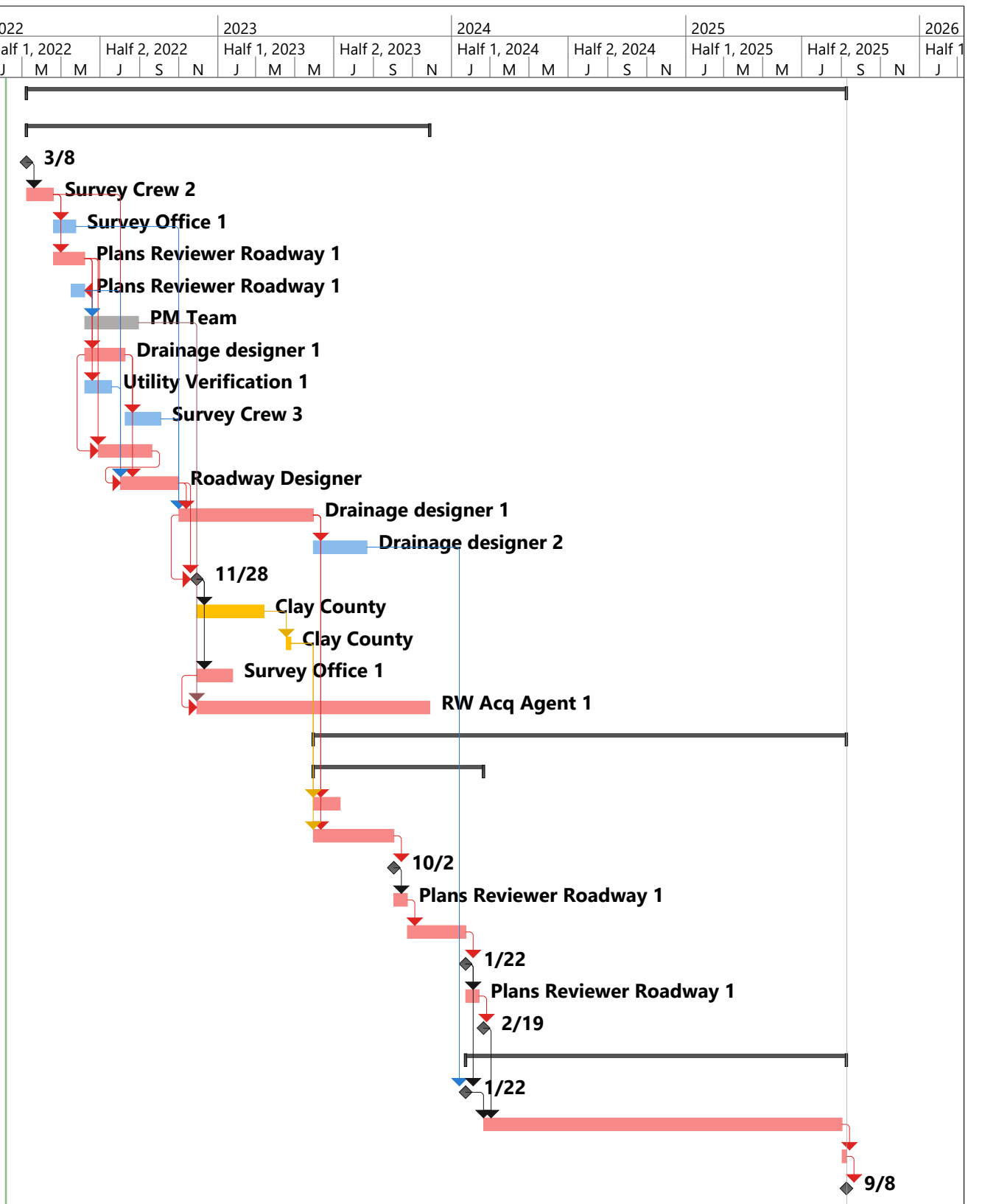
Category	Contract Amount
Software Solutions (ProjectWise, Sharepoint, etc.)	\$0
Permitting Fees	\$0
Recording Fees	\$0
Legal Fees on behalf of the County	\$0
Direct Costs (printing, mileage, etc.)	\$0
Misc./ Other Direct Costs	\$10,000.00
Sub-Total Reimbursable	\$10,000.00

DESCRIPTION:

The Project Reimbursables Service Category is to allocate funds for software, permitting fees, recording fees, legal fees on behalf of the County, certain direct costs and any other minor unforeseen associated reimbursable expense(s) as preapproved by the Program Administrator.

ATTACHMENT E1
Draft Project
Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	2022			2023			2024			2025			2026						
						Half 1, 2022			Half 2, 2022			Half 1, 2023			Half 2, 2023			Half 1, 2024			Half 2, 2024			Half 1, 2025
						J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J
1		1. CR218 from Carter Spencer Rd to Cosmos Ave	915 days	Tue 3/8/22	Mon 9/8/25																			
2		Owners Representative Services (OR)	450 days	Tue 3/8/22	Mon 11/27/23																			
3		Notice to Proceed (NTP)	0 days	Tue 3/8/22	Tue 3/8/22																			
4		Topographic Survey - Field Work (Mobile Lidar)	30 days	Tue 3/8/22	Mon 4/18/22																			
5		Topographic Survey - Office Extraction of Data	25 days	Tue 4/19/22	Mon 5/23/22																			
6		Roadway Geometry (Line and Grade)	35 days	Tue 4/19/22	Mon 6/6/22																			
7		Roadway Typical Section	15 days	Tue 5/17/22	Mon 6/6/22																			
8		Right of Way Evaluation (Acquisition, PE, TCE, and LA)	60 days	Tue 6/7/22	Mon 8/29/22																			
9		Drainage Analysis (stormwater system & Ponds)	45 days	Tue 6/7/22	Mon 8/8/22																			
10		Utility Coordination (RGB and As-builts)	30 days	Tue 6/7/22	Mon 7/18/22																			
11		Envrionmental (Wetlands and Species Survey)	40 days	Tue 8/9/22	Mon 10/3/22																			
12		Geotechincal Investigation	60 days	Tue 6/28/22	Mon 9/19/22																			
13		Conceptual Permit Roadway & Drainage Plans	65 days	Tue 8/2/22	Mon 10/31/22																			
14		Submit Permit to SJRWMD (ERP)	150 days	Tue 11/1/22	Mon 5/29/23																			
15		ACOE individual permit review	60 days	Tue 5/30/23	Mon 8/21/23																			
16		Design Criteria Package Complete for Procurement	0 days	Mon 11/28/22	Mon 11/28/22																			
17		Selection of Design Build FIRM	75 days	Tue 11/29/22	Mon 3/13/23																			
18		Design Build 1 NTP Issued	5 days	Tue 4/18/23	Mon 4/24/23																			
19		Prepare Legal Descriptions for TCE	40 days	Tue 11/29/22	Mon 1/23/23																			
20		Right of Way Acquisition	260 days	Tue 11/29/22	Mon 11/27/23																			
21		Design-Build Team	595 days	Tue 5/30/23	Mon 9/8/25																			
22		Design-Build Consultant	190 days	Tue 5/30/23	Mon 2/19/24																			
23		Geotech and Utility Verification	30 days	Tue 5/30/23	Mon 7/10/23																			
24		Prepare 90% Plans	90 days	Tue 5/30/23	Mon 10/2/23																			
25		Submit 90% Plans to OR for Review	0 days	Mon 10/2/23	Mon 10/2/23																			
26		OR Reviews 90% Plans	15 days	Tue 10/3/23	Mon 10/23/23																			
27		Prepare Final Plans	65 days	Tue 10/24/23	Mon 1/22/24																			
28		Submit Final Plans to OR	0 days	Mon 1/22/24	Mon 1/22/24																			
29		OR Reviews Final Plans	15 days	Tue 1/23/24	Mon 2/12/24																			
30		Release for Construction	0 days	Mon 2/19/24	Mon 2/19/24																			
31		Design Build Contractor 1	425 days	Mon 1/22/24	Mon 9/8/25																			
32		Pre-Construction Meeting	0 days	Mon 1/22/24	Mon 1/22/24																			
33		Construction	400 days	Tue 2/20/24	Mon 9/1/25																			
34		Close out and Warranty	5 days	Tue 9/2/25	Mon 9/8/25																			
35		Project Complete	0 days	Mon 9/8/25	Mon 9/8/25																			



Project: Master Linked schedul
Date: Fri 2/4/22

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

ATTACHMENT F1

Schedule of Values

CR 218 From Carter Spencer Road to Cosmos Ave Fee Summary Attachment F1

Clay County Owner's Rep			
1)	Project Management	CR 218 C to S	Check
	Roadway Review (Support)	\$36,529.60	\$36,529.60
	Drainage Reviews (Support)	\$27,200.60	\$27,200.60
	Utility Verification (Support)	\$25,588.80	\$25,588.80
	Geotech (Wood) Support	\$0.00	\$0.00
	Public Involvement (GIS Support)	\$0.00	\$0.00
	Program Management	\$123,548.10	\$123,548.10
	Project Controls (HDR)	\$0.00	\$0.00
	Section 1 Sub-total	\$212,867.10	\$212,867.10
2)	Design Criteria Package for Design Build (DB)	CR 218 C to S	Check
	Survey (RW & Topo Survey)	\$39,747.14	\$39,747.14
	Structures (BDR and Post Bid Reviews)	\$0.00	\$0.00
	Roadway 30% Plans	\$211,604.01	\$211,604.01
	Drainage 30% Plans	\$57,495.84	\$57,495.84
	Geotech (Reviews and Borings FCC) Wood	\$45,618.26	\$45,618.26
	Drainage Analysis and Permitting	\$148,112.31	\$148,112.31
	Env Wetland (Delineation)	\$70,142.91	\$70,142.91
	Section 2 Subtotal	\$572,720.47	\$572,720.47
3)	Project Right of Way Acquisition	CR 218 C to S	Check
	Acquisition (HDR)	\$290,712.24	\$290,712.24
	Appraisal (CBRE)	\$125,500.00	\$125,500.00
	Acquisition (WGI)	\$76,450.00	\$76,450.00
	Env-PH 1 (WGI)	\$0.00	\$0.00
	Env-PH 2 (AES)	\$0.00	\$0.00
	Legal Description	\$94,500.00	\$94,500.00
	Env-PH 3 (ERS)	\$0.00	\$0.00
	Birchfield & Humphrey	\$0.00	\$0.00
	Section 3 Subtotal	\$587,162.24	\$587,162.24
4)	CMAR Wide Stormwater and Environmental Strategy		Check
	Stormwater Strategy		
	Wetland (Delineation)		
	Section 4 Subtotal		
5)	CMAR Wide Surveying		Check
	RW Survey		
	Topographic Survey		
	Section 5 Subtotal		
6)	Project Construction Engineering and Inspection (CEI) (E&R, VIA, CSI, Alrod, WGI)	CR 218 C to S	Check
	Inspection	\$226,363.50	\$226,363.50
	Material	\$10,000.00	\$10,000.00
	Section 6 Subtotal	\$236,363.50	\$236,363.50
7)	Project Reimbursables	CR 218 C to S	Check
	Reimburses	\$10,000.00	\$10,000.00
		\$0.00	\$0.00
	Section 6 Subtotal	\$10,000.00	\$10,000.00
8)	Project Totals	\$1,619,113.31	\$1,619,113.31