

Clay County Agreement/Contract No. 2023/2024-25 AM2

**SECOND AMENDMENT TO PHASE 2 CONSTRUCTION AGREEMENT FOR THE
BONDED TRANSPORTATION PROGRAM CMAR GROUP #2, PROJECT 2**

This Second Amendment to Phase 2 Construction Agreement for the Bonded Transportation Program CMAR Group #2, Project 2 (“Second Amendment”) is entered into on this ____ day of July, 2024, between Superior Construction Company Southeast, LLC, a Florida Limited Liability Company (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County sold Sales Surtax Revenue Bonds, Series 2020 to finance the costs of the acquisition and construction of certain roadway improvements in the County referred to by the County as the Bonded Transportation Program (“BTP”); and

WHEREAS, on September 8, 2020, the County entered into an Agreement with WGI, Inc. (“Owners Rep”) wherein the Owners Rep agreed to serve as the County’s representative to oversee the design and construction (by others) in relation to the BTP; and

WHEREAS, on June 22, 2021, the County entered into an agreement with Jacobs Engineering Group Inc. (“Consultant”) wherein the Consultant agreed to provide Engineering Design Consultant Services for the design of three roadway projects associated with the BTP designated as Construction Management at Risk (CMAR) Group #2, Projects 2, 5, and 6A; and

WHEREAS, on August 10, 2021, the County and the Contractor entered into the Phase 1 Preconstruction Agreement for Construction Management at Risk Services for the BTP CMAR Group #2, Projects 2, 5, and 6A, Clay County Agreement/Contract No. 2020/2021-234 (“Phase 1 Agreement”); and

WHEREAS, the Consultant prepared a set of contract documents/plans including 90% plans, specifications, supporting engineering analysis, calculations, and other technical documents for the construction of CMAR Group #2, Project 2 (“Contract Plans”); and

WHEREAS, on October 24, 2023, the County and the Contractor entered into the Phase 2 Construction Agreement for Project 2, CR 209 from Peters Creek Bridge south to US 17 in Lake Asbury, Clay County Agreement/Contract No.: 2023/2024-25, incorporated herein by reference, wherein the Contractor agreed to construct Project 2 in accordance with the Contract Plans and approved Guaranteed Maximum Price (GMP) (“Phase 2 Agreement”); and

WHEREAS, Project 2 involves the widening of roadway at CR 209 (Russell Rd) that crosses CSX Transportation, Inc. (“CSXT”) railroad and will be constructed through CXST right of way; and

WHEREAS, on July 1, 2021, the County and CSXT entered into a Preliminary Engineering Agreement for CSXT to perform certain engineering and design services for the proposed roadway widening at CR 209 (Russell Rd) to include the installation of a new railroad crossing surface with active grade crossing warning devices through the crossing at CR 209 (Russell Rd); and

WHEREAS, on April 30, 2024, the County and CSXT entered into a Construction Agreement, Clay County Agreement/Contract No.: 2023/2024-132 (“CSXT Construction Agreement”), to address the construction of the new railroad crossing surface with active grade crossing warning devices through the crossing at CR 209 (Russell Rd) in relation to Project 2; and

WHEREAS, on April 10, 2024, the County and the Contractor entered into the First Amendment to the Phase 2 Agreement to address the requirements set forth in the CSXT Construction Agreement and amend the insurance provision to remove Builders Risk insurance and Installation Floater from the list of insurance types that the Contractor is required to maintain and add and incorporate the insurance required in the CSXT Construction Agreement resulting in an increase to the Contract Price in the amount of \$39,965.00; and

WHEREAS, in accordance with the thirteenth amendment and a portion of the twelfth amendment to the Consultant’s agreement with the County, the Consultant has prepared the Revision 1 Signalization Plans signed and sealed on July 8, 2024 for the temporary signal and widening of CR 315B at the CR 315 intersection, attached hereto as Exhibit 1 and incorporated herein, along with milling and resurfacing limits, attached hereto as Exhibit 2 and incorporated herein; and

WHEREAS, the parties desire to amend the Phase 2 Agreement to provide for the Contractor to construct as part of Project 2 the signalized intersection, widening, signing and pavement marking, and grading as shown in the Revision 1 Signalization Plans attached hereto, and all work required to complete the milling and resurfacing in the total amount of \$490,058.47 as set forth in the cost proposal attached hereto as Exhibit 3 and incorporated herein; and

WHEREAS, the Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor; and

WHEREAS, the parties desire to enter into this Second Amendment to amend the Scope of Work to be provided by the Contractor for Project 2 and amend the Contract Price 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. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The Scope of Work to be performed and provided by the Contractor for the construction of Project 2 is hereby amended to include all work necessary to construct the signalized intersection, widening, signing and pavement marking, and grading shown in the Revision 1 Signalization Plans signed and sealed on July 8, 2024 attached hereto as Exhibit 1 and all work required to complete the milling and resurfacing as shown on the attached sketch attached hereto as Exhibit 2. Such Work must be completed by the Contractor prior to implementing the Phase 2A detour on CR 209.

3. The Contract Price is hereby increased by \$490,058.47 in accordance with the schedule of values set forth in Exhibit 3 to provide for the amended Scope of Work addressed herein. Accordingly, provision 6.1 of Section 6 (PAYMENT FOR SERVICES) of the Agreement is hereby amended and replaced in its entirety with the following:

6.1. The County agrees to pay the Contractor for the Work performed for Project 2 in accordance with the terms of this Agreement on a lump sum basis in **the total lump sum amount of \$22,316,185.93** (“Contract Price”). The Contract Price includes the Work performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor’s performance of the Work except for those that may be specifically excluded as set forth in **Attachment C**.

4. Conforming Changes. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Amendment shall be and hereby are changed to conform to this Second Amendment.

5. Ratification of Agreement. Except as expressly provided herein, all other terms and conditions of the Agreement, as amended, not affected by this Second Amendment are incorporated herein and shall remain in full force and effect.

6. Severability. If any provision hereto is in conflict with any applicable law or statute or is otherwise unenforceable, then such provisions shall be deemed null and void to the extent of such conflict and shall be deemed severable, without invalidating any other provision of this Second Amendment.

7. Entire Agreement. This Second Amendment, together with the Agreement, and prior Amendments, and any attachments thereto, constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, and whether explicit or implicit, which have been entered into before the execution hereof.

8. Counterparts. This Second Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

9. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second 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 Second Amendment on behalf of such party and that the Second Amendment will constitute a legal and binding obligation of such party.

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

**SUPERIOR CONSTRUCTION COMPANY
SOUTHEAST, LLC**

By: _____

Print Name: _____

Print Title: _____

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Jim Renninger
Its Chairman

ATTEST:

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

Contract Price	\$21,786,162.46
AM1	\$ 39,965.00
AM2	\$ 490,058.47
Adjusted Contract Price	\$22,316,185.93

EXHIBIT 1

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

DeeAngela R Tjikueni
2024.07.08 14:49:18 -04'00'

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JACOBS ENGINEERING GROUP, INC.
200 W. FORSYTH ST., SUITE 1520
JACKSONVILLE, FLORIDA 32202
DEEANGELA R. TJIKUENI, P.E. No. 68301



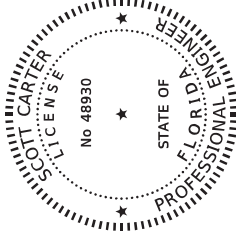
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Scott Carter
2024.07.08 15:31:39 -04'00'

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JACOBS ENGINEERING GROUP, INC.
200 W. FORSYTH ST., SUITE 1520
JACKSONVILLE, FLORIDA 32202
SCOTT CARTER, P.E. No. 48930



THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.
T-2A
T-5

SHEET DESCRIPTION
KEY SHEET
TEMPORARY SIGNALIZATION PLAN

SHEET NO.
T-2A
T-11

SHEET DESCRIPTION
SIGNATURE SHEET
CR 315B INTERIM TURN LANE WIDENING

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

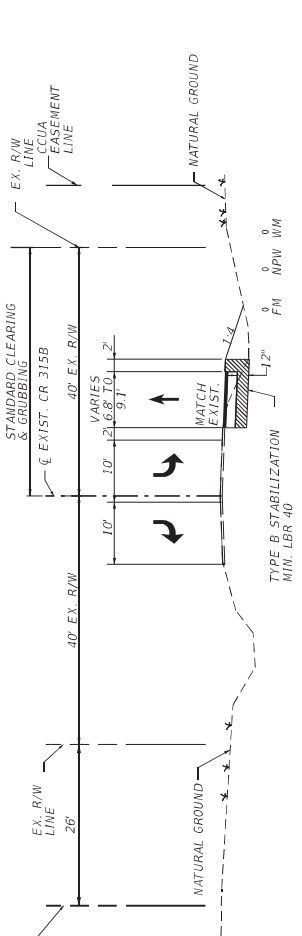
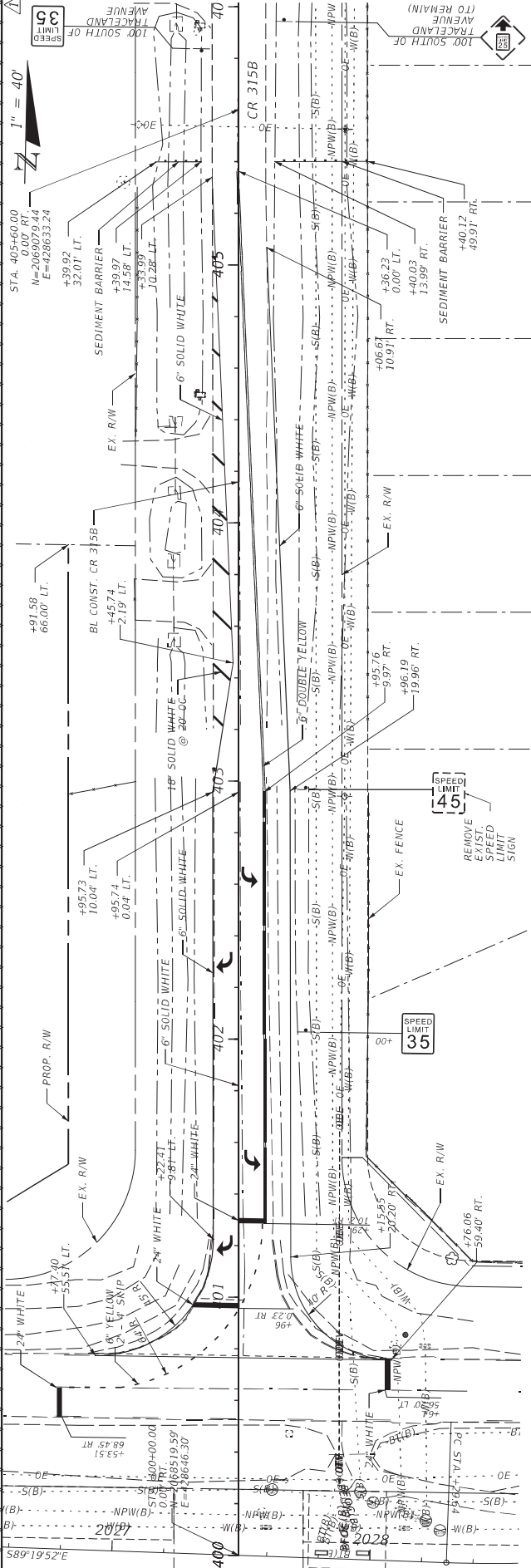
REVISIONS	
DATE	DESCRIPTION
7/8/24	ADDED SHEET

DeeAngela R. Tjikueni, P.E.
LICENSE NUMBER: 68301
JACOBS ENGINEERING GROUP, INC.
200 W. FORSYTH ST., SUITE 1520
JACKSONVILLE, FL 32202

CLAY COUNTY
ENGINEERING AND PUBLIC WORKS
ROAD NO. COUNTY FINANCIAL PROJECT ID
CR 315 CLAY PROJECT 6A

SHEET NO.
T-2A

SIGNATURE SHEET



TYPICAL SECTION
CR 315B

STA. 401+00.00 TO STA. 405+33.99

WIDENING
TRAVEL LANES

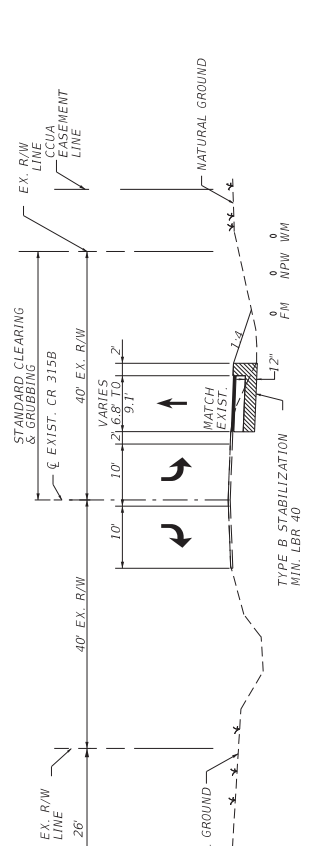
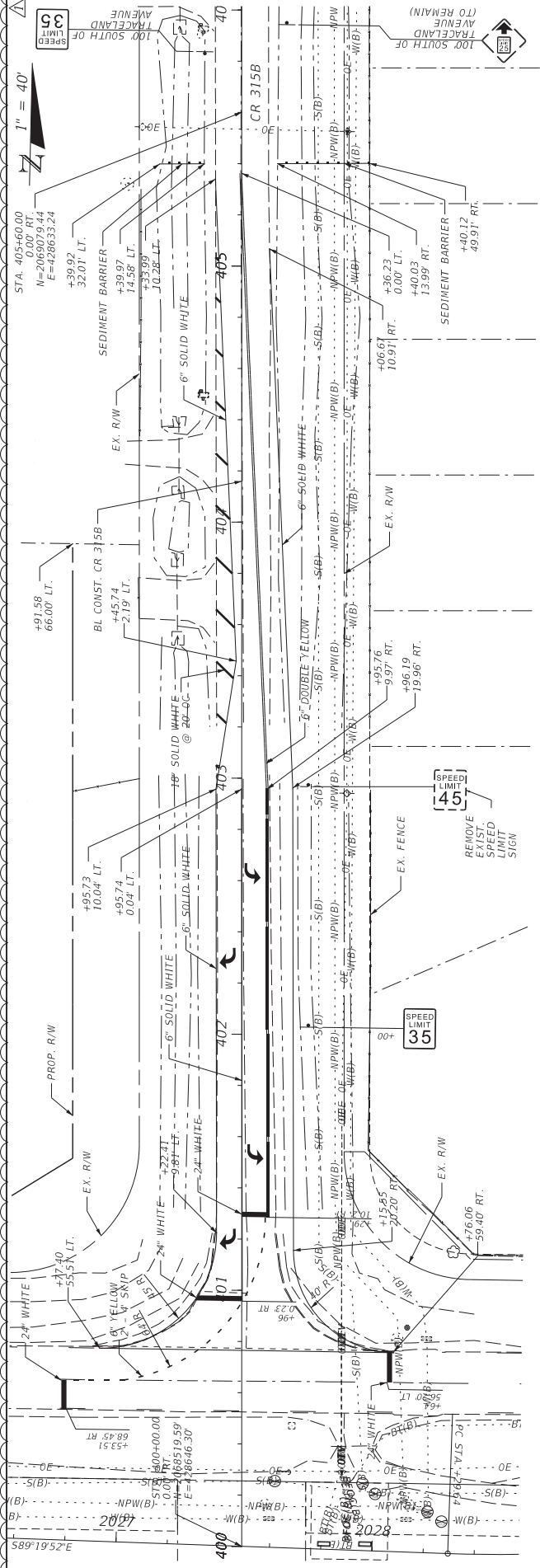
OPTIONAL BASE GROUP 4 (TYPE B 12.5' W) WITH
TYPE 5P STRIP COURSE (TRAFFIC C) (1.5')
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5') (PG. 76-22)

- GENERAL NOTES:
1. NOTIFY CLAY COUNTY AND ALL UTILITY OWNERS AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
 2. ANY APPARENT PLAN DISCREPANCIES SHALL BE BROUGHT (IN WRITING) TO THE ATTENTION OF CLAY COUNTY AND THE ENGINEER OF RECORD IMMEDIATELY.
 3. SURVEYING SERVICES USED IN PREPARING THESE PLANS HAVE BEEN VERIFIED BY THE ENGINEER OF RECORD.
 4. ALL UTILITIES SHALL REMAIN IN PLACE UNLESS NOTED OTHERWISE.
 5. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
 6. UTILITY CONTACTS ARE THE SAME AS THE ADJACENT / CONCURRENT ROAD.
 7. EROSION CONTROL MEASURES PER FOOT EROSION AND SEDIMENT CONTROL MANUAL ARE THE MINIMUM REQUIRED.
 8. ALL SIGNING AND MARKING SHALL CONFORM TO THE 2023 MUTCD.

- TRAFFIC CONTROL NOTES:
1. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLAN SERIES 102-600 AND THE MUTCD 2023 EDITION.
 2. COORDINATE TEMPORARY TRAFFIC CONTROL WITH ADJACENT CR 209 PROJECTS. TEMPORARY TRAFFIC CONTROL, FDOT STANDARD PLAN 102-603 TO CONSTRUCT WIDENING AND RESTRIPING.
 3. PHASING
 4. A. POST 35 MPH SPEED LIMIT (R2-1) SIGNS AS SHOWN.
 - B. WIDENING OPERATIONS WEST TO EAST.
 - C. UTILIZING FLAGGING OPERATIONS. INSTALL STRIPING PROGRESSING FROM EAST TO WEST.

DATE		DESCRIPTION	
07/08/24	ADDED SHEET		
REVISIONS		SCOTT CARTER, P.E. LICENSE NUMBER: 48930 JACOBS ENGINEERING GROUP, INC. 200 W. FORSYTH STREET, SUITE 1520 JACKSONVILLE, FL 32202	
CLAY COUNTY		CLAY COUNTY PROJECT 6A	
ROAD NO. CR 315B		FINANCIAL PROJECT ID PROJECT 6A	
ENGINEERING AND PUBLIC WORKS		CLAY COUNTY PROJECT 6A	
CLAY COUNTY		CR 315B INTERIM TURN LANE WIDENING	
SHEET NO.		T-11	

EXHIBIT 2



TYPICAL SECTION
CR 315B

STA. 401+00.00 TO STA. 405+33.99

WIDENING
TRAVEL LANES

OPTIONAL BASE GROUP 4 (TYPE B 12.5' W) WITH
TYPE SP STRIP COURSE (TRAFFIC C) (1.5')
AND FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5') (PG. 76-22)

- GENERAL NOTES:
1. NOTIFY CLAY COUNTY AND ALL UTILITY OWNERS AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
 2. ANY APPARENT PLAN DISCREPANCIES SHALL BE BROUGHT (IN WRITING) TO THE ATTENTION OF CLAY COUNTY AND THE ENGINEER OF RECORD IMMEDIATELY.
 3. SURVEYING SERVICES USED IN PREPARING THESE PLANS HAVE BEEN VERIFIED BY THE ENGINEER OF RECORD.
 4. ALL UTILITIES SHALL REMAIN IN PLACE UNLESS NOTED OTHERWISE.
 5. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA AT 1-800-432-4770 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
 6. UTILITY CONTACTS ARE THE SAME AS THE ADJACENT / CONCURRENT PROJECTS.
 7. EROSION CONTROL MEASURES PER FOOT EROSION AND SEDIMENT CONTROL MANUAL ARE THE MINIMUM REQUIRED.
 8. ALL SIGNING AND MARKING SHALL CONFORM TO THE 2023 MUTCD.

- TRAFFIC CONTROL NOTES:
1. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FOOT STANDARD PLAN SERIES 102-600 AND THE MUTCD 2023 EDITION.
 2. COORDINATE TEMPORARY TRAFFIC CONTROL WITH ADJACENT CR 209 PROJECTS.
 3. TEMPORARY TRAFFIC CONTROL, FDOT STANDARD PLAN 102-603 TO CONSTRUCT WIDENING AND RESTRIPIPING.
 4. PHASING:
 - A. POST 35 MPH SPEED LIMIT (R2-1) SIGNS AS SHOWN.
 - B. WIDENING OPERATIONS WEST TO EAST.
 - C. UTILIZING FLAGGING OPERATIONS. INSTALL STRIPING AND RESTRIPIPING FROM EAST TO WEST.

REVISIONS		DESCRIPTION
DATE	DESCRIPTION	DATE
07/08/24	ADDED SHEET	

SCOTT CARTER, P.E. LICENSE NUMBER: 48930 JACOBS ENGINEERING GROUP, INC. 200 W. FORSYTH STREET, SUITE 1520 JACKSONVILLE, FL 32202		CLAY COUNTY PROJECT 6A
ENGINEERING AND PUBLIC WORKS		FINANCIAL PROJECT ID
ROAD NO. CR 315B	COUNTY CLAY	PROJECT 6A

CR 315B INTERIM
TURN LANE WIDENING

SHEET NO.
T-11

EXHIBIT 3

Signalization Crossing
County Road 315

Project - 21745B

GRAND TOTAL	\$ 490,058.47
--------------------	----------------------

PAY ITEM	ITEM DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
Mobilization					\$ 12,334.40
1	MOBILIZATION	DY	1.000	\$ 12,334.40	\$ 12,334.40
MOT					\$ 41,135.68
2	MAINTENANCE OF TRAFFIC	DY	16.000	\$ 2,098.78	\$ 33,580.48
3	TRAFFIC CONTROL OFFICER	MH	80.000	\$ 85.00	\$ 6,800.00
6	WORK ZONE SIGN	EDY	240.000	\$ 0.21	\$ 50.40
9	TEMPORARY BARRICADE- TYPES I, II, DI, VP, DRUM, OR LCD	EDY	1152.000	\$ 0.15	\$ 172.80
11	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	EDY	56.000	\$ 9.50	\$ 532.00
Erosion					\$ 14,270.00
16	SEDIMENT BARRIER	LF	1254.000	\$ 5.00	\$ 6,270.00
19	INLET PROTECTION SYSTEM	EACH	25.000	\$ 320.00	\$ 8,000.00
Temporary Access					\$ 10,062.85
	24" CMP CROSS DRAIN	LF	60.000	\$ 63.16	\$ 3,789.60
	TEMPORARY EMBANKMENT	CY	193.000	\$ 25.25	\$ 4,873.25
	PERFORMANCE TURF, SOD	SY	222.222	\$ 6.30	\$ 1,400.00
Road Widening					\$ 140,114.17
23	CLEARING & GRUBBING	ACRE	0.20	\$ 43,122.00	\$ 8,624.40
24	REGULAR EXCAVATION	CY	471.000	\$ 15.25	\$ 7,182.75
31	EMBANKMENT	CY	334.000	\$ 10.00	\$ 3,340.00
32	Type B Stabilization (in Lieu of LBR 40)	SY	583.000	\$ 19.90	\$ 11,601.70
33	Optional Base Group 4 (Type B-12.5 4")	SY	467.000	\$ 61.30	\$ 28,627.10
36	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	1560.430	\$ 13.30	\$ 20,753.72
37	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TON	41.000	\$ 200.00	\$ 8,200.00
38	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-12.5, PG 76-22	TON	178.000	\$ 255.00	\$ 45,390.00
104	PERFORMANCE TURF, SOD	SY	1015.000	\$ 6.30	\$ 6,394.50
Pavement Marking					\$ 2,134.24
114	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GLMI	0.179	\$ 1,430.00	\$ 255.97
126	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GLMI	0.022	\$ 635.00	\$ 13.97
130	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	60.000	\$ 8.50	\$ 510.00
131	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	64.000	\$ 12.75	\$ 816.00
134	THERMOPLASTIC, STANDARD, WHITE, ARROW	EACH	4.000	\$ 120.00	\$ 480.00
136	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GLMI	0.022	\$ 2,650.00	\$ 58.30
Signalization					\$ 270,007.13
166	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	52.000	\$ 66.42	\$ 3,453.63
146	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	INT	2.000	\$ 10,492.54	\$ 20,985.08
147	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX	INT	1.000	\$ 17,170.91	\$ 17,170.91
148	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EACH	5.000	\$ 1,762.40	\$ 8,811.98
149	ELECTRICAL POWER SERVICE, F&I, OVERHEAD, METER FURNISHED BY POWER COMPANY	AMBY	1.000	\$ 9,821.27	\$ 9,821.27
150	ELECTRICAL SERVICE WIRE	LF	120.000	\$ 13.05	\$ 1,565.52
151	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EACH	1.000	\$ 4,143.88	\$ 4,143.88
	WOODEN POLE, CLASS 5, 36-FT, ELECTRICAL SERVICE POLE	EACH	1.000	\$ 8,612.73	\$ 8,612.73
	WOODEN POLE, CLASS 5, 40-FR, SIGNAL POLE	EACH	2.000	\$ 10,477.12	\$ 20,954.25
155	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	EACH	6.000	\$ 2,774.05	\$ 16,644.32
156	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	EACH	2.000	\$ 4,238.76	\$ 8,477.53
	VEHICULAR TRAFFIC SIGNAL, REMOVE-POLES TO REMAIN	AMBY	2.000	\$ 818.34	\$ 1,636.68
	VEHICULAR TRAFFIC SIGNAL, RELOCATE-INCLUDES REMOVAL AND REINSTALLATION	AMBY	2.000	\$ 1,746.98	\$ 3,493.96
159	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EACH	1.000	\$ 14,910.39	\$ 14,910.39
160	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EACH	3.000	\$ 15,342.10	\$ 46,026.29
163	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AMBY	1.000	\$ 51,908.85	\$ 51,908.85
164	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EACH	3.000	\$ 2,154.96	\$ 6,464.89
165	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, UP TO 12 SF	EACH	4.000	\$ 6,231.24	\$ 24,924.98