

**PHASE 1 PRECONSTRUCTION AGREEMENT FOR CONSTRUCTION  
MANAGEMENT AT RISK SERVICES FOR THE BONDED TRANSPORTATION  
PROGRAM GROUP #1 PROJECTS**

This Phase 1 Preconstruction Agreement for Construction Management at Risk Services for the Bonded Transportation Program Group #1 Projects (“Agreement”) is made and entered into as of the \_\_\_\_ day of September, 2021 (“Effective Date”) between Kiewit Infrastructure South Co., a Delaware Corporation (“Contractor”) and Clay County, a political subdivision of the State of Florida (the “County”).

**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**, the BTP must be completed within five (5) years of the bond closing on March 26, 2020 so time is of the essence in the development of plans and specifications, management, design, and construction of these roadways; and

**WHEREAS**, on September 8, 2020, the County entered into an agreement with WGI, Inc. (“Owner Rep”) wherein the Owner 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 July 27, 2021, the County entered into an agreement with GAI Consultants, Inc. (“Consultant”) wherein the Consultant agreed to provide Engineering Design Consultant Services for the design of two roadway projects associated with the BTP designated as Construction Management at Risk (“CMAR”) Group #1, Projects 3 and 4; and

**WHEREAS**, the County issued a Request for Qualifications, RFQ No. 20/21-44 (“RFQ”) to solicit and engage a contractor to provide Phase 1 preconstruction design phase assistance, to collaborate with the Owner Rep and the Consultant to develop an open book Guaranteed Maximum Price (“GMP”) proposal tied to a final completion date for the construction of the two roadway projects associated with CMAR Group #1, Projects 3 and 4, and to complete construction if the GMP is accepted by the County; and

**WHEREAS**, the Contractor responded to the RFQ with a proposal to offer the requested services (“Contractor’s Response”); and

**WHEREAS**, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Contractor based on the Contractor’s Response and approved ranking; and

**WHEREAS**, the County, the Owner Rep, the Consultant, and the Contractor shall comprise a “Project Team” and shall work together in the development of the design of CMAR Group #1 Projects and the development of an open book GMP to minimize design and construction cost and reduce the overall schedule of CMAR Group #1 Projects; and

**WHEREAS**, the Project Team shall work together through the design process, naming this process Construction Management at Risk (CMAR); and

**WHEREAS**, the Contractor is licensed and qualified to provide construction services and is a FDOT prequalified contractor; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ including all addendums and clarifications thereto and specifications and attachments incorporated into the RFQ apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, the Contractor desires to provide the services to the County as set forth in the RFQ, the Contractor’s Response, and under the terms and conditions set forth in this Agreement.

**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:

## **SECTION 1. BOND TRANSPORTATION PROGRAM (BTP)**

1.1. The BTP is comprised of seven roadway projects (referred to individually as “Project” and collectively as “Projects”) identified as follows:

- 1) Project No. 1: CR218 from Cosmos Ave. to Pine Tree Lane
- 2) Project No. 2: CR 209 from Highway 17 to CR 315B
- 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

1.2. The County has broken the above seven Projects into four groups as identified in the chart attached hereto as **Attachment A** and incorporated herein by reference. Projects 1 and 6B are Design Build Projects. The remaining five Projects are grouped into two CMAR groups as follows: CMAR Group #1 (Projects 3 and 4) and CMAR Group #2 (Projects 2, 5, and 6A).

1.3. This Agreement will address Phase 1 preconstruction (“Phase 1”) services to be performed by the Contractor in relation to CMAR Group #1, Projects 3 and 4 (“CMAR Group #1 Projects”), which shall consist of design phase assistance and collaboration with the Owner Rep and the Consultant

to develop an open book GMP proposal tied to a final completion date for the construction of CMAR Group #1 Projects. The intent for Phase 1 is for the Contractor to accelerate the schedule(s) for each CMAR Group #1 Project rather than waiting until the design is 100% complete. Phase 2 construction (“Phase 2”) services for CMAR Group #1 Projects will be addressed under separate contract(s) at a future date.

1.4. For purposes of the BTP and this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Program Administrator will be Edwin Dendor. The Program Administrator will be the primary liaison between the County and the Contractor. The point of contact for the Owner Rep will be the Project Manager for BTP with WGI, Inc.

## **SECTION 2. SCOPE OF SERVICES**

2.1. The scope of services to be performed by the Contractor for Phase 1 shall consist of the services set forth in the RFQ Scope of Services and Addendum/Clarification to the RFQ attached hereto as **Attachment B** and the Contractor’s Response attached hereto as **Attachment C** associated with Phase 1 of the CMAR Group #1 Projects (“Phase 1 Services”). The County will provide available information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in the County’s possession which is necessary or useful in connection with CMAR Group #1 Projects.

2.2. The Contractor shall develop on the form provided by the County (attached hereto as **Attachment F**), Task Authorizations for each CMAR Group #1 Project setting forth Phase 1 Services, period of time, amount(s) associated with Phase 1 Services, and other pertinent details of Phase 1 Services to be performed by the Contractor for CMAR Group #1 Projects during the County’s fiscal year. All Task Authorizations shall be provided to the Program Administrator for review and approval by the County. Purchase Order(s)/Notice(s) to Proceed will be issued by the Program Administrator for each approved Task Authorization. Each Purchase Order/Notice to Proceed will set forth pertinent details of Phase 1 Services being authorized for the Contractor to perform, including the amount(s) of the authorized Phase 1 Services.

2.3. In performance of the Phase 1 Services, the general objective for the Contractor is to evaluate the contract documents including plans, specifications, supporting engineering analysis, geotechnical reports, and other technical documents for the development of the GMP for the CMAR Group #1 Projects. The Contractor shall provide insight on construction means and methods to assist the Project Team with producing a quality set of construction documents and ultimately GMP for each CMAR Group #1 Project. In performance of Phase 1 Services, the Contractor is required to participate with the Consultant and provide a construction cost estimate and update the cost estimate when scope changes occur and/or at milestones of each CMAR Group #1 Project. Once the quantities have been developed (beginning at 30% plans and no later than 90% plans), the Contractor shall provide the pay items, quantities, and cost estimate for each CMAR Group #1 Project until a GMP is accepted or rejected by the County. A constructability/biddability review for design plans phase submittals are required on each CMAR Group #1 Project to obtain the GMP. The Contractor shall be responsible for input in developing the construction plans, specifications, GMP, and final completion date for the construction of each CMAR Group #1 Project.

2.4. The Contractor shall collaborate with the Owner Rep and the Consultant to develop an open book GMP proposal tied to a final completion date for the construction of each CMAR Group #1 Project which will be submitted to the County for review and approval. For each GMP accepted by the County, the County will issue a separate GMP contract to the Contractor for Phase 2 services of the CMAR Group #1 Project(s). However, if the County does not agree to a GMP for one of the CMAR Group #1 Projects or if a GMP is never achieved, the Contractor shall be released from and shall exit the Project Team for that Project. For each CMAR Group #1 Project where GMP is not reached or achieved, the Consultant shall prepare a bid package with specifications, and the County will bid out Phase 2 services for that CMAR Group #1 Project to a separate contractor. The Contractor will be precluded from bidding on Phase 2 services for the CMAR Group #1 Projects.

2.5. The Contractor must meet with the Project Team on a regular basis as arranged by the parties to review the status of Phase 1 Services, the progress of CMAR Group #1 Projects, upcoming critical activities, and overall performance. In addition to the regular meetings, the Contractor must also provide to the Program Administrator and Owner Rep thorough and accurate monthly progress reports with each Invoice detailing the status of CMAR Group #1 Projects and overall progress, identifying forecasted Phase 1 Services to be performed, and timeframe of Phase 1 Services. The Contractor shall provide like or similar data to the Owner Rep in an effort to maintain the County's BTP Dashboard.

2.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel required to perform Phase 1 Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of Phase 1 Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform Phase 1 Services shall comply with the terms of this Agreement. Contractor shall ensure that all personnel assigned to perform Phase 1 Services are fully qualified, including FDOT prequalified, and capable to perform their assigned tasks. The Contractor shall submit in writing to the Program Administrator the names of key personnel proposed for assignment to each CMAR Group #1 Project. The Contractor shall be responsible for ensuring that all personnel and any subcontractors performing any Phase 1 Services under this Agreement have current licenses and permits required to perform Phase 1 Services.

2.7. The Contractor shall perform Phase 1 Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

2.8. In performance of Phase 1 Services, the Contractor is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Contractor is bound by and shall comply with the Governing Regulations listed in **Attachment B** along with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2.9. The parties agree that the County shall retain the absolute right to eliminate any or all Phase 1 Services associated with CMAR Group #1 Projects without penalty or liability for any claims for anticipated overhead or profits.

### **SECTION 3. ADDITIONAL SERVICES AND FEES**

3.1. If the County identifies or the Contractor recommends any additional services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the BTP, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and be made a part of this Agreement by a written amendment.

3.2. Additionally, projects not currently in the BTP, may be added to the BTP at the discretion of the County. Any additional services to be provided by the Contractor related to an additional project, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and be made a part of this Agreement by a written amendment.

### **SECTION 4. TERM AND TIMELY PERFORMANCE**

4.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of all CMAR Group #1 Projects. The Contractor agrees to timely perform Phase 1 Services as provided for in this Agreement.

4.2. The Contractor must coordinate closely with the Project Team to minimize design and construction cost and reduce the overall schedule of CMAR Group #1 Projects.

4.3. The Contractor acknowledges and understands that GMP must be met for each CMAR Group #1 Project by the deadlines listed below (i.e., no later than 30 days following the Incentive-Disincentive Completion Date in **Attachment D**), and if not met, the Contractor shall be released from and shall exit the Project Team for that CMAR Group #1 Project.

|                |                  |
|----------------|------------------|
| Project No. 3: | January 26, 2023 |
| Project No. 4: | October 8, 2022  |

4.4. This Agreement shall begin on the Effective Date and shall remain in effect until the County accepts the GMP for each CMAR Group #1 Project or releases the Contractor if the GMP is not agreed to or is never achieved, unless otherwise terminated as provided herein.

### **SECTION 5. INCENTIVE-DISINCENTIVE LUMP SUM PAYMENT**

5.1. The County desires to expedite completion of CMAR Group #1 Projects to minimize the inconvenience to the traveling public, to reduce the time of construction, and to complete CMAR Group #1 Projects prior to the BTP completion date. In order to achieve this, incentive-disincentive provisions are established for the Contract Work Items identified in the Incentive-Disincentive

Payment Chart-Phase 1, attached hereto as **Attachment D** and incorporated herein by reference. As used in this Section, “workday” shall mean Monday through Friday, excluding holidays.

5.2. As identified in **Attachment D**, should the Contractor complete a Contract Work Item prior to the Incentive-Disincentive Completion Date associated with Projects 3 and 4, it is mutually agreed to and understood by both parties that the County shall pay to the Contractor an incentive payment in the amount identified in **Attachment D** for each workday the actual completion date of the Contract Work Item precedes the Incentive-Disincentive Completion Date, subject to the conditions provided herein. All incentive payments will be held in the County’s BTP account until the conditions in provision 5.5 are met.

5.3. As identified in **Attachment D**, should the Contractor fail to complete a Contract Work Item by the Incentive-Disincentive Completion Date, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County a disincentive payment in the amount identified in **Attachment D** for each workday after the Incentive-Disincentive Completion Date until the Contract Work Item is either completed or the Contractor is released from the Project Team, whichever is earlier, subject to the conditions provided herein. The County shall have the right to apply as payment on such disincentive payment any money that is due to the Contractor by the County.

5.4. The total maximum combined incentive payment(s) or disincentive payment(s) for Phase 1 Services shall not exceed the total amount per CMAR Group #1 Project identified in **Attachment D**.

5.5. If GMP is accepted by the County prior to the Incentive-Disincentive Completion Date for Projects 3 and 4, an incentive payment will be paid to the Contractor in connection with its Phase 2 services. All incentive payments will be paid and/or credited to the Contractor only after all CMAR Group #1 Projects which the County and the Contractor have entered into a contract for Phase 2 services have reached the construction substantial completion date as approved by the County. Upon the last of those CMAR Group #1 Projects passing the construction substantial completion date, the County will review the incentive payments owed for Phase 1 along with any incentive or disincentive payments owed for Phase 2 for each CMAR Group #1 Project and shall determine how the incentive and/or disincentive payments will be paid and/or credited.

5.6. The Incentive-Disincentive Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared local state of emergency).

5.7. The parties anticipate that delays may be caused by or arise from any number of events during the course of the Agreement, including, but not limited to, Phase 1 Services performed, Phase 1 Services deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subconsultants, subcontractors or other contractors, actions by third parties, design review approval process delays, expansion of the physical limits of a CMAR Group #1 Project to make it functional, weather, weekends, holidays, suspensions of Contractor’s operations, or other such events, forces or factors sometimes

experienced in highway design work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Agreement, and shall not extend the Incentive-Disincentive Completion Date for the purposes of calculating the incentive or disincentive payments. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's Phase 1 Services to overcome or absorb such delays or events in an effort to complete the Contract Work Items by the Incentive-Disincentive Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor.

5.8. This provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 6. SUBCONTRACTORS**

6.1. Utilization of any subcontractor(s) in connection with this Agreement by the Contractor may only be obtained for reasonable cause, as judged by the County, and requires PRIOR WRITTEN CONSENT from the Program Administrator and Owner Rep.

6.2. Any subcontractor that is approved by the County and utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them.

6.3. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

## **SECTION 7. PAYMENT FOR SERVICES**

7.1. The County agrees to pay the Contractor for Phase 1 Services performed for CMAR Group #1 Projects in accordance with the terms of this Agreement on a lump sum basis and cost reimbursement basis in an amount that **shall not exceed the total sum of \$370,459.29**. This amount includes Phase 1 Services performed by the Contractor and any 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 Phase 1 Services.

7.2. The total not to exceed sum in provision 7.1 has been allocated by the parties into each CMAR Group #1 Project as set forth in the Contractor's Estimate of Work Effort, attached hereto as **Attachment E**. Payments will be made by the County to the Contractor in accordance with Section 8 for all Phase 1 Services actually, timely and satisfactorily rendered, in monthly increments based on the values set forth in **Attachment E**.

7.3. The County shall not be responsible for payment of costs or other expenses to complete Phase 1 Services for CMAR Group #1 Projects as any and all costs or expenses incurred by the Contractor are to be included as part of the total not to exceed sum in provision 7.1.

## **SECTION 8. PAYMENT PROCEDURES**

8.1. As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Program Administrator. All payments for Phase 1 Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

8.2. The Contractor shall submit an Invoice to the Program Administrator no more than once per month based on the amount of Phase 1 Services done or completed for each CMAR Group #1 Project. The amount of the monthly payment shall be the total value of Phase 1 Services rendered for each CMAR Group #1 Project to the date of the Invoice, based on the allocations and hourly rates set forth in **Attachment E**, less requests previously submitted and payments made.

8.3. Invoices shall be signed by the Contractor and must include the following information and items:

- 1) The Contractor’s name, address and phone number, including payment remittance address.
- 2) The name, address and phone number of the Contractor’s employee or agent to whom notices and inquiries regarding the Invoice may be directed.
- 3) The Invoice number and date.
- 4) Reference to the Agreement by its title and number as designated by the County.
- 5) Reference the Purchase Order/Notice to Proceed or Task Authorization authorizing performance of Phase 1 Services.
- 6) The period of Phase 1 Services covered by the Invoice.
- 7) The total amount of payment requested broken down by Phase 1 Services performed for each CMAR Group #1 Project, the total not to exceed amount, the total amount previously requested, and the total amount paid to date.
- 8) A progress report detailing Phase 1 Services performed for which payment is requested in sufficient detail to permit the County to evaluate whether Phase 1 Services have been properly performed in full accordance with this Agreement.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Phase 1 Services completion.

- 10) Contain a certification that Phase 1 Services for CMAR Group #1 Projects have been performed and have progressed to the level for which payment is requested, that Phase 1 Services have been properly performed in full accordance with the Agreement, that all amounts have been paid by the Contractor for Phase 1 Services for which previous Invoices were issued and payments received from the County, and that the Contractor knows of no reason why payment should not be made as requested.
- 11) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

8.4. Promptly upon receipt of an Invoice submitted under this Section, the Program Administrator shall date stamp the same as received. Thereafter, the Program Administrator shall review the Invoice and may also review Phase 1 Services as delivered, installed or performed to determine whether the quantity and quality of Phase 1 Services is as represented in the Invoice and is as required by this Agreement. If the Program Administrator determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that Phase 1 Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement, the Program Administrator shall notify the Contractor in writing within 15 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

8.5. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that Phase 1 Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

8.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Program Administrator shall schedule a meeting with the County Manager between the Contractor's representative and the Program Administrator, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Program Administrator shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Program Administrator.

8.7. Prior to submitting an Invoice, the Contractor shall certify that any subcontractor or supplier having any interest or performing any of Phase 1 Services in relation to CMAR Group #1 Projects have received their pro rata share of previous periodic payments to the Contractor for all

Phase 1 Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of Phase 1 Services or supplying any of the materials with respect to CMAR Group #1 Projects their pro rata shares of the payment for Phase 1 Services completed and materials supplied.

8.8. Final Payment for Phase 1 Services. Subsequent to completion of the Phase 1 Services and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Contractor in its accounting system. Final payment is not due and payable until the Contractor has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to any subcontractors and suppliers, if applicable. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Phase 1 Services of the Contractor. It is agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Phase 1 Services done or material furnished under this Agreement.

## **SECTION 9. CHANGE ORDERS**

9.1. Change Orders shall only be used when necessary to clarify the RFQ requirements or the Contractor's Response, to provide for major quantity differences which result in the Contractor's work effort exceeding the amounts in **Attachment E**, to provide for unforeseen services, work, or alterations in the RFQ requirements or the Contractor's Response which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make the CMAR Group #1 Projects functionally operational in accordance with the intent of the Agreement. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order prior to the County's approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

9.2. A Change Order shall also be used when a time extension is required due to any unforeseen circumstances; provided, Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor. Such Change Order shall set forth the agreed amount of time for such extension.

## SECTION 10. INSURANCE

The Contractor shall maintain throughout the term of this Agreement for Phase 1 Services insurance of the following types and limits:

| Insurance Type                                                                                                                                  | Limits           |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| a. Commercial General Liability                                                                                                                 |                  |
| 1. General Aggregate                                                                                                                            | \$2,000,000      |
| 2. Products and Completed Operations Aggregate                                                                                                  | \$1,000,000      |
| 3. Personal and Advertising Injury                                                                                                              | \$1,000,000      |
| 4. Each Occurrence                                                                                                                              | \$1,000,000      |
| 5. Fire Damage (any one fire)                                                                                                                   | \$ 50,000        |
| 6. Medical Expense (any one person)                                                                                                             | \$ 5,000         |
| b. Automobile Liability                                                                                                                         |                  |
| 1. Any automobile-Combined bodily injury/<br>property damage,<br>with minimum limits for all additional<br>coverages as required by Florida law | \$1,000,000      |
| c. Workers Compensation/Employers Liability                                                                                                     |                  |
| 1. Workers Compensation                                                                                                                         |                  |
| a. State                                                                                                                                        | statutory limits |
| b. Applicable Federal (e.g. Longshoreman's, Harbor<br>Workers' Compensation Act or Jones Act)                                                   | statutory limits |
| 2. Employers Liability                                                                                                                          |                  |
| a. Each Accident                                                                                                                                | \$ 100,000       |
| b. Disease-Policy                                                                                                                               | \$ 500,000       |
| c. Disease-Each Employee                                                                                                                        | \$ 100,000       |
| d. Excess or Umbrella Liability                                                                                                                 |                  |
| 1. General Aggregate                                                                                                                            | \$1,000,000      |
| 2. Each Occurrence                                                                                                                              | \$1,000,000      |
| e. Contractual Liability Coverage                                                                                                               |                  |
| Bodily Injury                                                                                                                                   |                  |
| 1. Each Accident                                                                                                                                | \$1,000,000      |
| 2. Annual Aggregate                                                                                                                             | \$1,000,000      |

Property Damage

- |                     |             |
|---------------------|-------------|
| 1. Each Accident    | \$1,000,000 |
| 2. Annual Aggregate | \$1,000,000 |

Either prior to, or simultaneously with the execution of this Agreement, the Contractor must deliver certificates of insurance for the required insurance coverage to the County. The certificates of insurance for the required coverages, other than workers compensation and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear”** as **“Additional Insured.”** Contractor shall provide thirty (30) day prior written notification to the County in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

## **SECTION 11. INDEMNIFICATION; SOVEREIGN IMMUNITY**

11.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Contractor shall indemnify and hold harmless the County, including its officers, directors, employees, representatives, and agents from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

11.2. The County does not agree to and shall not indemnify the Contractor, or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County’s sovereign immunity.

11.3. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 12. DEFAULT AND TERMINATION**

12.1. Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules,

laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Phase 1 Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

12.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Program Administrator to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

12.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Program Administrator shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Phase 1 Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Phase 1 Services as are specifically authorized in writing by the County.

12.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

12.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

12.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of Phase 1 Services performed.

### **SECTION 13. AUTHORITY TO SUSPEND SERVICES**

The County Representative, Program Administrator, and/or Owner Rep shall have the authority to suspend Phase 1 Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of Phase 1 Services, or due to circumstances related to the BTP. Should the County be prevented or enjoined from proceeding with Phase 1 Services either before or after the start of a CMAR Group #1 Project by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of Phase 1 Services may be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Phase 1 Services actually and timely rendered up to the date of suspension and for all Phase 1 Services so rendered after cessation of the suspension and resumption of Phase 1 Services.

### **SECTION 14. DOCUMENT OWNERSHIP AND USE**

14.1. All documents, including, but not limited to, notes, files, estimates, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Contractor under this Agreement shall be the property of the Contractor until the Contractor has been paid for providing and performing Phase 1 Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement, to the extent requested, all of the documents shall be delivered by the Contractor to the County within seven (7) days of the County making a request.

14.2. The Contractor shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Contractor shall not be liable.

### **SECTION 15. RETENTION OF RECORDS, ACCESS TO RECORDS AND RIGHT TO AUDIT**

15.1. The Contractor shall maintain all books, records, and documents related to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

15.2. The Contractor agrees to maintain all books, records, accounts and reports pertaining to Phase 1 Services under this Agreement for a period of not less than five (5) years after the date of

termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the County has disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

15.3. The County reserves the right to conduct any necessary audit or inspection of the Contractor's books, documents, papers, and records which are directly pertinent to this Agreement. The Contractor agrees to permit the County to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Ten (10) days written notice shall be given by the County to the Contractor prior to such audit or inspection.

15.4. Failure of the Contractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future contracts or disapproval as a subcontractor at the option of the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 16. INDEPENDENT CONTRACTOR**

Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

## **SECTION 17. PUBLIC RECORDS**

17.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform Phase 1 Services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

(d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by

the County to perform Phase 1 Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

17.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

17.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

## **SECTION 18. TAXES**

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

## **SECTION 19. APPROPRIATED FUNDS**

The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

## **SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION**

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

## **SECTION 21. NOTICE**

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

### If to Contractor:

Kiewit Infrastructure South Co.  
8403 South Park Circle, Suite 655  
Orlando, FL 32819  
Attention: Benjamin Carnazzo  
Copy to: Nick Sosa

### If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker, County  
Manager  
Copy to: Edwin Dendor, BTP Program  
Administrator

## **SECTION 22. PROHIBITION AGAINST CONTINGENT FEES**

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

Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE**

The Contractor understands and agrees that execution of this Agreement by the Contractor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Contractor hereby states that the wage rates and other factual unit costs supporting the compensation for Phase 1 Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further the Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the County determines the total not to exceed amount was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

### **SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

24.1. The Contractor agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

24.2. The Contractor represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement. The Contractor agrees that on written request, the Contractor shall permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records, by the Program Administrator, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. The Contractor agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of this Section shall be incorporated into and become a part of the subcontractor agreement.

### **SECTION 25. SUSPENSION AND DEBARMENT**

By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

### **SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST**

26.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide

any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

26.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

26.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **SECTION 27. NO ASSIGNMENT**

The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent shall not be unreasonably withheld. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared terminated by the County.

## **SECTION 28. NO THIRD-PARTY BENEFICIARIES**

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

## **SECTION 29. CONFLICT OF INTEREST**

Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

### **SECTION 30. AMENDMENT OR MODIFICATION OF AGREEMENT**

The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. Terms or conditions included in a Task Authorization, Purchase Order, Invoice, or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

### **SECTION 31. FURTHER ASSURANCES**

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

### **SECTION 32. REMEDIES**

The Parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

### **SECTION 33. GOVERNING LAW AND VENUE**

The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

### **SECTION 34. ATTORNEYS' FEES**

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

### **SECTION 35. WAIVER**

No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by

the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

#### **SECTION 36. SEVERABILITY**

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

#### **SECTION 37. HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

#### **SECTION 38. COUNTERPARTS**

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

#### **SECTION 39. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties for the provision of Phase 1 Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

#### **SECTION 40. ATTACHMENTS**

All attachments to this Agreement are incorporated by reference as if set out fully herein:

|                     |                                                  |
|---------------------|--------------------------------------------------|
| <b>Attachment A</b> | Diagram/Chart of BTP Projects                    |
| <b>Attachment B</b> | RFQ Addendum/Clarification and Scope of Services |
| <b>Attachment C</b> | Contractor's Response                            |
| <b>Attachment D</b> | Incentive-Disincentive Payment Chart – Phase 1   |
| <b>Attachment E</b> | Contractor's Estimate of Work Effort             |
| <b>Attachment F</b> | Form Task Authorization                          |

The terms of this Agreement, the RFQ and the Contractor's Response are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement and any attachments hereto, 2) the RFQ, and 3) the Contractor's Response.

**SECTION 41.            AUTHORITY**

Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

*[Signatures appear on the following page.]*

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

**KIEWIT INFRASTRUCTURE SOUTH CO.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Mike Cella  
Its Chairman

ATTEST:

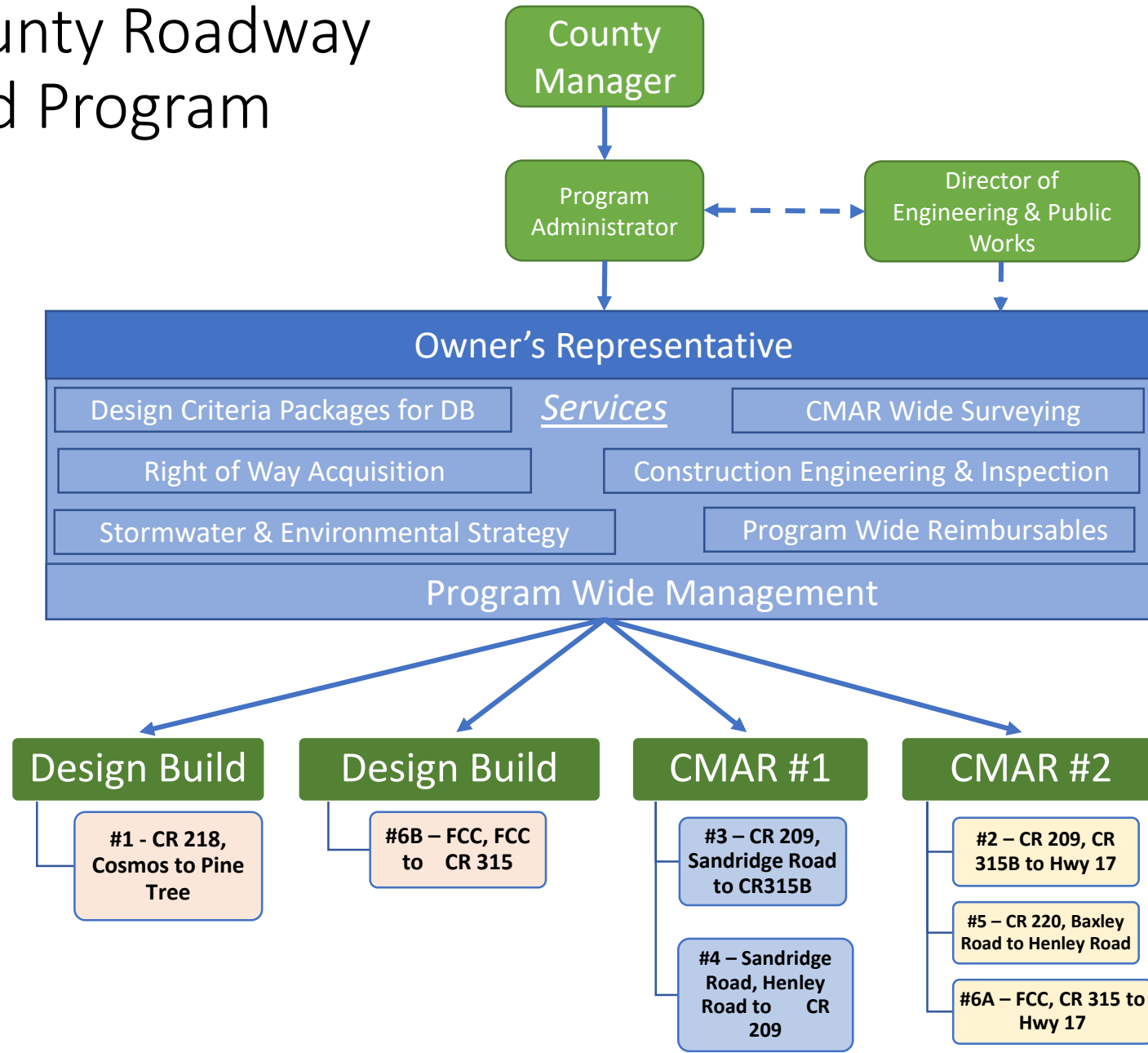
\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

**ATTACHMENT A**  
**DIAGRAM/CHART**  
**OF BTP PROJECTS**



# Clay County Roadway Bond Program

## Program Organization & Strategy



**ATTACHMENT B**  
**ADDENDUM/**  
**CLARIFICATION**  
**TO RFQ & RFQ**  
**SCOPE OF**  
**SERVICES**

Issued: 5/24/21

**Addendum / Clarification No. 1**  
**RFQ #20/21-44, CONTRACTOR FOR CONSTRUCTION MANAGEMENT**  
**AT RISK (CMAR) SERVICES FOR THE BONDED TRANSPORTATION**  
**PROGRAM (BTP) GROUP #1 PROJECTS**

**DUE DATE:** Friday, May 28, 2021, 4:00 p.m.

**OPEN DATE:** Tuesday, June 1, 2021, 9:00 a.m.

The items of this Addendum shall modify and become part of the contractual documents for this project as of this date. Receipt of and incorporation of this Addendum must be acknowledged in the bid on **page 41**. Failure to acknowledge this addendum will be grounds for rejection of proposal.

**ADDENDUM No. 1 – Changes to RFQ**

**Change 1, (Page 29) 4. General Project Tasks:**

**New Text:**

The Quality Control reviewer shall be a senior level QA/QC manager fully prequalified in the work type being reviewed.

**Previous Text:**

The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed.

**CLARIFICATION No. 1**

See attached spreadsheet for questions received and responses.

**INCENTIVES /  
DISINCENTIVES  
FOR RFQ #20/21-37**

| <b>Contract Work Item</b>                                           | <b>Incentive-<br/>Disincentive<br/>Completion<br/>Date</b> | <b>Incentive -<br/>Disincentive<br/>Daily Amount<br/>per Workday</b> | <b>Incentive -<br/>Disincentive Total<br/>Amount</b> |
|---------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------|
| <b>3) CR 209 (Russell Rd) Proposed Right of Way Plans at 45%</b>    | <b>2/15/2022</b>                                           | \$1,400.00                                                           | \$42,000.00                                          |
| <b>3) CR 209 (Russell Rd) Permits Approved (SJRWMD &amp; ACOE)</b>  | <b>2/7/2023</b>                                            | \$1,400.00                                                           | \$42,000.00                                          |
| <b>*3) CR 209 (Russell Rd) 90% Plans Accepted for GMP</b>           | <b>12/27/2022</b>                                          | \$1,400.00                                                           | \$42,000.00                                          |
| <b>**3) CR 209 (Russell Rd) Construction Substantial Completion</b> | <b>12/18/2024</b>                                          | N/A                                                                  | \$42,000.00                                          |
| <b>4A) Sandridge Rd Proposed Right of Way Plans at 45%</b>          | <b>1/20/2022</b>                                           | \$700.00                                                             | \$21,000.00                                          |
| <b>4A) Sandridge Rd Permits Approved (SJRWMD &amp; ACOE)</b>        | <b>10/20/2022</b>                                          | \$700.00                                                             | \$21,000.00                                          |
| <b>*4A) Sandridge Rd 90% Plans Accepted for GMP</b>                 | <b>9/8/2022</b>                                            | \$700.00                                                             | \$21,000.00                                          |
| <b>**4A) Sandridge Rd Construction Substantial Completion</b>       | <b>11/8/2024</b>                                           | N/A                                                                  | \$21,000.00                                          |
| <b>4B) Sandridge Rd Proposed Right of Way Plans at 45%</b>          | <b>1/20/2022</b>                                           | \$700.00                                                             | \$21,000.00                                          |
| <b>4B) Sandridge Rd Permits Approved (SJRWMD &amp; ACOE)</b>        | <b>10/20/2022</b>                                          | \$700.00                                                             | \$21,000.00                                          |
| <b>*4B) Sandridge Rd 90% Plans Accepted for GMP</b>                 | <b>9/8/2022</b>                                            | \$700.00                                                             | \$21,000.00                                          |
| <b>**4B) Sandridge Rd Construction Substantial Completion</b>       | <b>11/8/2024</b>                                           | N/A                                                                  | \$21,000.00                                          |

\*The Designer will not be penalized if GMP is not accepted. If the GMP is accepted prior to completion date incentive will be applied. After completion date no incentive will be issued.

\*\* No disincentive, only lump sum incentive for meeting substantial completion date.

The County will pay the Consultant an incentive payment or withhold disincentives in the amount of the "Incentive-Disincentive Daily Amount" as set forth above. For each workday based on the actual completion date of the "Contract Work Item" preceding or following the "Incentive-Disincentive Completion Date", and as determined by the County and subject to the

| No. | QUESTIONS - INQUIRIES<br>(Date of Receipt)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CLARIFICATION<br>(YES = 1) | ADDENDUM<br>(YES = 1) | REPLY                                                                                                                                                              |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Who will be the County's designer or engineer of record for the CMAR Group # 1 projects? The preliminary information provided indicates the CMAR designer/engineer will be awarded prior to the issuance of the RFQ for the CMAR contractor for Group # 1.                                                                                                                                                                                                                                                                                               | 1                          |                       | The CMAR #1 designer has not been solidified as of the writing of this answer. Currently the County is in negotiations with GAI Consultants the top ranked firm.   |
| 2   | Will the county review the RFQ requirements for builders risk insurance. As you may be aware, builders risk insurance policies are designed for coverage on vertical construction. Assuming the county still maintains the need for this additional coverage, the insurance policy will be modified language for the type of work being performed with this project.                                                                                                                                                                                     | 1                          |                       | The County will require Builders Risk Insurance due to the potential of joint utility work.                                                                        |
| 3   | The RFQ indicates that the county will require the contractor to perform significant work during the design and permitting phase, however there does not appear to be a mechanism for payment to the contract for these services. Please clarify the county's intent for the work performed by the contractor for the coordination, plan review, and assistance prior to the acceptance of the GMP.                                                                                                                                                      | 1                          |                       | Any work the contractor is expected to perform before the GMP is reached will be negotiated in Phase 1 of the process.                                             |
| 4   | The RFQ requires the contractor to provide a licensed Florida professional engineer to serve as a quality control engineer, however the description of this scope lends itself primarily to the review and approval of the plans for the design/ engineering firm. Is this correct, that the contractor will need to include this QA/QC position for the engineering plans on the contractor's staff? If this is to be included with the contractor's staff, how will the contractor be compensated for this service prior to the acceptance of the GMP? |                            | 1                     | The contractor is required to submit their QA/QC plan to the County for Approval. The contractor's QA/QC process must be overseen by a senior level QA/QC Manager. |
| 5   | Please provide the turnover dates referenced in the RFQ for the engineer of record that will predicate the incentive and disincentive payment dates that affect the contractor. We are looking for the milestone turnover dates that will be used for the project that will ultimately impact the contractor's compensation package.                                                                                                                                                                                                                     | 1                          |                       | See addendum No. 1 paragraph 2.04 of County RFQ 20/21-37. Attached to Clarification.                                                                               |
| 6   | Reference Page 38, E. Contractor's Accomplishments and Safety Record. For the Contractor's Recordable Incident Rate, please clarify the time-frame for the RIR (only last year's, last 3-years).                                                                                                                                                                                                                                                                                                                                                         | 1                          |                       | Provide the latest available three year Contractor Recordable Incident Rate data.                                                                                  |
| 7   | Per the RFQ, Contractor will provide a Bid Bond. Is a Bid Bond required for this RFQ?                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1                          |                       | Bid Bond is not required for this RFQ.                                                                                                                             |

## **SCOPE OF SERVICES**

### **REQUEST FOR QUALIFICATIONS NO. 20/21-44** **CONTRACTOR FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR)** **SERVICES FOR THE BONDED TRANSPORTATION PROGRAM (BTP)** **GROUP #1 PROJECTS**

**Project #3 – Russell Road (CR 209) from Peter’s Creek Bridge to Sandridge Road**

**Project #4 (A&B) – Sandridge Road (CR 739 B) from Henley Road (CR 739) to  
West of Russell Road (CR 209)**

#### **1. PURPOSE**

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Contractors to provide design phase assistance and complete construction services with a Guaranteed Maximum Price (GMP) for the construction of two projects as part of the BTP Group #1. The Contractor is required to participate with the designer and provide a cost estimate at 30%, 60% and 90% until a Guaranteed Maximum Price is accepted by the County.

Due to the number of projects being completed in a short overlapping time the County has contracted with WGI, Inc to serve as the Owners Representative (Owner Rep). WGI is directed by a single point of contact, County’s BTP Administrator. WGI will provide a variety of services including:

- BTP Management: Roadway, Drainage & Geotechnical Reviews
- Project Controls – Data collection on Safety, Cost, Schedule, Quality Assurance of Engineering & Construction, Environmental & Community
- Right of Way Acquisition Services
- Stormwater & Environmental Strategy
- Surveying Services
- Construction Engineering Inspection Services
- Miscellaneous duties as assigned by County

The County intends to select the Design Consultant in the Spring of 2021. The County expects the Contractor to work with the selected design consultant during the design phase to cohesively develop a design while developing a GMP for the County’s approval. A Phase 1 contract will be issued during design for preconstruction services and for developing the GMP. A Phase 2 contract may be issued if the County accepts the GMP for construction. During the design phase, the Contractor will collaborate with the County, the Owners Rep and the selected Design Consultant. While working as a team the County, the Owners Rep, the selected Contractor, and the Design Consultant will all comprise of the **Project Team**. The Contractor will work with the Project Team to minimize construction cost and reduce the overall schedule of each Project. The Project Team will develop an open book Guaranteed Maximum Price (GMP) proposal for the construction of each Project. If

the County and the Contractor do not agree upon a GMP for all CMAR Group #1 Projects, the County will complete the plans with the Design Consultant and conventionally bid out the construction phase of the Projects. If a GMP is not achieved the Contractor will not be allowed to bid on the projects.

## **2. OBJECTIVES**

The general objective for the Contractor is to evaluate the contract documents including plans, specifications, supporting engineering analysis, geotechnical reports, and other technical documents for the Development of the GMP. The Contractor shall provide insight on construction means and methods to assist the Project Team with producing a quality set of construction documents and ultimately GMP within the county's constraints.

The Owners Rep will review the Cost Estimates developed by the Contractor and Consultant and validate the quantities and cost. Additionally, the Owners Rep will provide preliminary Stormwater and Environmental Strategy, Topographic Survey, and utility agency validation. The Consultant will secure the necessary permits from the appropriate regulatory agencies such as: The Department of Environmental Protection (FDEP), The St. Johns River Water Management District (SJRWMD), and the U.S. Army Corps of Engineers (USACE).

### **Minimum Qualifications for Consideration in Evaluation and Ranking**

To submit a Statement, a Firm must be (i) Qualified to perform road construction for the State of Florida, Department of Transportation, and (ii) registered to operate in the State of Florida by the Department of State, Division of Corporations and (iii) underground utility license.

All contractors must also be pre-qualified in the following FDOT Work Classes:

- 07 - Drainage (Includes all storm drains, pipe culverts, etc.)
- 10 - Flexible Paving
- 11 - Grading (includes clearing and grubbing, excavation, embankment)
- 15 - Hot Plant-Mixed Bitum Course (structural & surface courses)
- 40 - Utility Work

## **3. DESCRIPTION OF WORK**

The County proposes to reconstruct or construct two roads in the central portion of the county. The roads were determined to be either critical or deficient in 2040 as determined by an area wide transportation study. The Construction of the roadway work will be funded by bonds sold March 5, 2020.

The County has experienced continuous, sustained growth for the past several years. Last year, this number was estimated to approach 204,000 residents. With this growth, traffic congestion continues to increase. Russell Road (CR 209) and Sandridge Road (CR 739B) play an integral role in the County's overall transportation network.

The existing roadways are classified as two-lane collector roadways. The existing roadways consists of two variable width travel lanes (11' to 12'), grass shoulders and roadside swales within the existing right of way. However, they lack bicycle facilities, have a narrow rural section with inadequate shoulder, and substandard sidewalk and crosswalk facilities.

The Projects will enhance the roadway to provide bicycle accommodations (such as bike lanes, multi-use path, etc.), pedestrian safety, sidewalks, crosswalk improvements, raised median island, curbing, storm sewer piping, storm sewer structures, utility relocations/adjustments, landscape opportunity, signage and pavement markings. Sections within the existing roadway may also be milled and resurfaced or reconstructed based on a pavement condition assessment.

Prior to the selection of a Contractor the County will have issued an agreement with the selected Design Consultant. A Contractor may not submit a proposal for this RFQ if it has any ownership, entrepreneurial or financial affiliation with the Design Consultant. The intent of onboarding a Design Consultant to the Project Team is for the County, Owners Rep, Design Consultant and Contractor to work together through the design phases, naming this process Construction Management at Risk (CMAR). The Design Consultant is currently developing a Basis of Design Report, which will set the foundation for the 30% design documents. The Contractor will lend their skills, knowledge and ability through construction means and methods to minimize the cost of construction and expedite the overall schedules. During this design and construction review process the Design Consultant, Contractor, County and Owners Rep will all work through an open book estimate. At some point between 30% and 90% design completion the parties will come to an agreement on a Guaranteed Maximum Price (GMP) tied to a Final Completion date. Then a recommendation will be made to the Board of County Commissioners to approve the contract for construction of all CMAR Group #1 projects which will commence Phase II. Construction can then begin by the Contractor. The intent for the phase 1 agreement is for the Contractor to accelerate the schedule(s) rather than waiting until design is 100% complete.

**If a GMP cannot be agreed upon for CMAR Projects Group #1 by all the parties, the Contractor will have fulfilled their obligation and will exit the Project Team and be precluded from bidding on the construction of CMAR Group #1 projects.** At this point the Design Consultant will finish the design to 100% and the projects will be competitively bid out to award the construction to the lowest bidder.

If the County accepts the GMP, phase 2, the construction phase, will be implemented. In Phase 2 of the Contract, the Construction Manager becomes the single point of responsibility for performance of the construction of the Projects.

The two projects under CMAR Group # 1 are:

**Base: Project #3 - CR 209 (Russell Rd) from Peter's Creek Bridge to Sandridge Road** - The Improvements will consist of widening the existing two-lane rural roadway to a three-lane suburban roadway with bike lanes and sidewalks. Stormwater Ponds will be required to collect runoff conveyance and Shared use Ponds are anticipated. The Culvert at Mills Creek Lanes will be replaced. A new Traffic signal at the Intersection of Sandridge and CR 209 will be designed and constructed as part of this project. Coordination with Developer(s) is expected for the shared use ponds and access management.

**Base: Project #4A - Sandridge Road from Henley Road to East of SR 23 (First Coast Expressway)** - The Improvements will consist of widening the existing two-lane rural roadway to a three-lane urban roadway with bike lanes and sidewalks. Modifications to the existing traffic signals at Henley Road are expected. Shared use ponds will be coordinated with schools and Developer(s).

**Optional: Project #4B - Sandridge Road from East of SR 23 (First Coast Expressway) to West of CR 209 (Russell Rd)** - The Improvements will consist of widening the existing two-lane rural roadway to a three-lane urban roadway with bike lanes and sidewalks. Coordination with Developer(s) is expected for the shared use ponds and access management.

Time is of the essence for these projects; therefore, it is a requirement that the Final Construction must be completed by the following not to exceed dates:

- Project #3 - CR 209 (Russell Rd) from Peter's Creek Bridge to Sandridge Road: December 24, 2024
- Project #4 (A&B) - Sandridge Road from Henley Road to West of CR 209 (Russell Road): November 8, 2024

### **3.01. Project Review Schedules**

The Design Consultant shall provide a detailed design Phase schedule for the County and Contractor's Phase Reviews for each project. The schedule shall be based upon the not to exceed date and begin construction to ***facilitate a Right of Way Acquisition Phase***. For the purpose of scheduling, the Design Consultant will allow for a ***two***-week review time for each phase submittal and any other submittals as appropriate.

Periodically, throughout the life of the contract, the project schedule, payout and fiscal progress curves shall be provided. The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

### **3.02. Plan Reviews**

The Design Consultant will furnish construction documents as required by the County to adequately control, coordinate, and review each plan submittals.

The Design Consultant will prepare all plans and permit applications for the required permits and respond to permitting agency requests for additional information. The Contractor will be responsible for all permits during the construction phase. The Design Consultant will assist the County in all negotiations and communications required during the processing of these permits.

The County and Owners Rep has selected ProjectWise Explorer Connect Edition as the platform to manage the programs documentation. The Contractor and Design Consultant are expected to use this same platform to manage the joint documents.

Once the GMP is agreed upon the Design Consultant will issue drawings with budget cost estimates and supporting documents for review and approval by the County. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Design Consultant, and submitted to the County for final approval.

It is anticipated the right of way acquisition for these projects will begin early in the design phase of the project. The Design Consultant will identify the typical cross section and road Right of Way needs at the 45% Submittal.

The Owners Rep will be coordinating and providing existing right of way lines. Once Right of Way is approved by the County the Owners Rep will begin the acquisition process.

The Design Consultant will provide phase submittals as shown:

#### **Phase I - 30% Submittal**

- Submit three (3) copies of 11"x17" plans (all required components)
- Submit three (3) copies of typical section package.
- Submit three (3) copies of pavement design package.
- Submit three (3) copies of roadway right of way requirements.
- Submit three (3) copies of initial 30% quantities and cost estimate for GMP.
- Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee.
- All information above (design documents & CADD drawing files) shall also be submitted in digital format and uploaded to ProjectWise.
- All QC plans and documents for each component shall be electronic in .pdf format.

- Consultant to begin participating in the CMAR open book estimate for GMP negotiations with County, Owners Rep & Contractor

#### **Phase II - 45% Submittal**

- Submit three (3) copies of 11"x17" plans for Right of Way Acquisition.
- Submit two (2) copies of all design documentation for RW Acquisition.
- All information above (design documents & CADD drawing files) shall also be submitted in digital format and uploaded to ProjectWise.
- All QC plans and documents for each component shall be electronic in .pdf format.

#### **Phase III - 60% Submittal**

- Submit three (3) copies of 11"x17" plans (all required components).
- Submit three (3) copies of 60% quantities and cost estimate for GMP.
- Submit two (2) copies of the drainage analysis (Hydrology & Hydraulic).
- Submit two (2) copies of lane closure analysis (if applicable).
- Submit two (2) copies of technical special provisions (if applicable).
- Submit two (2) copies of signalization analysis.
- Submit two (2) copies of all design documentation.
- Submit all required permits, for construction to commence.
- All information above (design documents & CADD drawing files) shall also be submitted in digital format and uploaded to ProjectWise.
- All QC plans and documents for each component shall be electronic in .pdf format.
- Consultant to participate in the CMAR open book estimate for GMP negotiations with County, Owners Rep & Contractor

#### **Phase IV - 90% Submittal**

- Submit three (3) copies of 11"x17" plans (all required components).
- Submit three (3) copies of 90% quantities and cost estimate for final GMP.
- Submit two (2) copies of all design documentation (roadway, drainage, signals, etc.).
- Submit final technical special provisions (if applicable).
- Submit one (1) copy of Railroad Certification
- Submit one (1) copy of Utility Certification
- All information above (design documents & CADD drawing files) shall also be submitted in digital format and uploaded to ProjectWise.
- All QC plans and documents for each component shall be electronic in .pdf format.
- Finalize participation in the CMAR open book estimate for GMP negotiation

#### **Phase V (Final) - 100% Submittal**

- Submit three (3) signed and sealed 11"x17" plans (all required components).

- Submit two (2) signed and sealed cost estimates.
- Submit two (2) signed and sealed design documentation (roadway, drainage, signals, etc.).
- Submit signed and sealed technical special provisions (if applicable).
- All information above (design documents & CADD drawing files) shall also be submitted in digital format and uploaded to ProjectWise.
- All QC plans and documents for each component shall be electronic in .pdf format.

The Design Consultant shall also deliver final contract plans and documents in digital format. The final contract plans, and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

If the plans are rejected and the County requires more than 2 resubmittals a workshop will be held to resolve any outstanding issues or comments. The Contractor is expected to participate in the workshop.

The County will designate in the 90% review comments if the FINAL submittal will be required. If the plans and supporting calculations are significantly developed to begin construction the designer can sign and seal the 90% plans for early works.

### **3.03. Project Bidding and Negotiating**

If the CMAR Team is unsuccessful in agreeing to a GMP the Design Consultant will prepare a bid package and specification for the bidding of these project(s). Bidding shall be in accordance with the County's bidding procedures.

### **3.04. Incentive and Disincentive**

This is a lump sum project. Contractor's quote shall include all items necessary to complete the work specified in this Scope of Services.

The County desires to expedite completion of the Bonded Transportation Projects to minimize the inconvenience to the traveling public, to reduce the time of construction and complete the projects prior to the Bond Completion Date. In order to achieve this, incentive - disincentive provisions have been established for the Contract Work Items described below. The total combined incentive payment(s) or disincentive deduction(s) shall not exceed **\$1,396,320** total or **\$698,160.00** per project as listed in the following table.

An Incentive-disincentive payment for each of the milestones described below has been established for this Contract. To achieve the Incentive Lump Sum

Payment the following fully compliant submittals must be completed prior to the completion date shown in the table below.

| <b>Contract Work Item</b>                                 | <b>Incentive-Disincentive Completion Date</b> | <b>Incentive - Disincentive Daily Amount per Workday</b> | <b>Incentive - Disincentive Total Amount</b> |
|-----------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------|----------------------------------------------|
| * Project #3 CR 209 – GMP Accepted by County              | 12/27/2022                                    | \$5,818.00                                               | \$174,540.00                                 |
| ** Project #3 CR 209 Construction Substantial Completion  | 11/18/2024                                    | \$5,818.00                                               | \$523,620.00                                 |
| * Project #4 CR 739B GMP Accepted by County               | 9/8/2022                                      | \$5,818.00                                               | \$174,540.00                                 |
| ** Project #4 CR 739B Construction Substantial Completion | 10/8/2024                                     | \$5,818.00                                               | \$523,620.00                                 |

\*All GMP's must be accepted by the County in order to move to the phase 2 contract.

\*\*Substantial Completion date is defined as County's beneficial use and occupancy of roadway corridor. Final Completion Date shall not be more than 30 calendar days after Substantial Completion and all punch-list items must be 100% complete and accepted by the County.

The County will pay the Contractor an "incentive payment" in the amount of the "Incentive-Disincentive Daily Amount" as set forth above for each Workday the actual completion date of the "Contract Work Item" as set forth above precedes the "Incentive – Disincentive Completion Date" as set forth above, and as determined by the County and subject to the condition's precedent set forth below. Likewise, the Contractor is subjective to the "disincentive payment" if the dates above are exceeded. For purposes of the calculation and the determination of entitlement to the "incentive payment" stated above, the "Incentive-Disincentive Completion Date" will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subconsultants or other contractors, actions by third

parties, design review approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Consultant's operations, or other such events, forces or factors sometimes experienced in highway design work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into a Contract and shall not extend the "Incentive – Disincentive Completion Date" for the purposes of calculation "incentive payment" as set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract by the "Incentive-Disincentive Completion Date", regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

All incentives will be held in the project account by the county until all projects within the CMAR Group #1 have reach 30 calendar days past the Construction Final Completed date. Once this milestone has been reached and there are no additional Changes pending in accordance with a written agreement by all the parties, an application for payment can be requested for the incentive payment.

### **3.05. Provisions for Work**

All maps, plans, designs, and necessary documents are to be prepared with English values in accordance with all applicable current Florida Department of Transportation's manuals, memorandums, guidelines and other documents listed below:

#### **A. General**

- Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
- 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers

- Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
- Rule Chapter 62-257, F.A.C., Asbestos Program
- Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
- Code of Federal Regulations (C.F.R.)
- Florida Administrative Codes (F.A.C.)
- Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Design Standards
- FDOT Flexible Pavement Design Manual
- FDOT Florida Roundabout Guide
- FDOT Handbook for Preparation of Specifications Package
- FDOT Instructions for Design Standards
- FDOT Instructions for Structures Related Design Standards
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Florida Design Manual
- FDOT Procedures and Policies
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida’s Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the Department

## **B. Roadway**

- FDOT – Florida Intersection Design Guide
- FDOT - Project Traffic Forecasting Handbook
- FDOT - Quality/Level of Service Handbook
- Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
- Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
- Chapter 373, F.S. – Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Bridge Permit Application Guide, COMDTPUB P16591.3C
- Building Permit

## **C. Drainage**

- FDOT Bridge Hydraulics Handbook
- FDOT Culvert Handbook
- FDOT Drainage Manual
- FDOT Erosion and Sediment Control Manual
- FDOT Exfiltration Handbook
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Optional Pipe Materials Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Handbook
- FDOT Drainage Connection Permit Handbook
- FDOT Bridge Scour Manual

## **D. Traffic Operation Manuals**

- AASHTO - An Information Guide for Highway Lighting
- AASHTO - Guide for Development of Bicycle Facilities
- FHWA Standard Highway Signs Manual
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code

## **E. Permits**

- USACE permits
- SJRWMD permits
- FDOT permits

- CSX permits

#### **F. Survey and Mapping**

- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
- FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- Florida Department of Transportation Right of Way Procedures Manual
- Florida Department of Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015

#### **G. Structures**

- AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
- AASHTO LRFD Bridge Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
- AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
- AASHTO Guide Specifications for Horizontally Curved Highway Bridges
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- Florida Department of Transportation Structures Design Guidelines
- Florida Department of Transportation Structures Detailing Manual
- Florida Department of Transportation Structures Standard and Semi-Standard Drawings
- Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
- Florida Department of Transportation - New Directions for Florida Post-Tensioned Bridges Volumes 1-5
- Florida Department of Transportation Bridge Load Rating Permitting and Posting Manual

#### **H. Geotechnical**

- Soils and Foundation Handbook
- Manual of Florida Sampling and Testing Methods

#### **I. Landscape Architecture**

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants

#### **J. Construction**

- FDOT – Construction Project Administration Manual (CPAM)
- FDOT – Construction Training & Qualification Manual (CTQM)
- FDOT – Review and Administration Manual (RAM)

### **4. GENERAL PROJECT TASKS**

The Design Consultant will prepare a set of construction documents in accordance with the current Florida Department of Transportation manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County. This work effort includes required design and analysis to prepare a complete set of Roadway, Traffic Control, Utility Adjustment, Bridge-culvert, Bid Documents, Specifications, Quantities, and other necessary documents.

The Design Consultant shall perform analysis along the corridor to determine necessary changes to passing zones and clear zone impacts. The design shall include, but not limited to, erosion control, traffic control, reconstruction of the roadway, signage and striping, and installing guardrail if necessary.

The Contractor will perform an independent peer review for all the projects listed under CMAR Group # 1. The Independent Peer Review and a Constructability/Biddability Review for design Phase Plans document submittals are required on this project to obtain the GMP.

**Cost Estimates:** The Contractor is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Once the quantities have been developed (beginning at 30% plans and no later than 90% plans) the Contractor shall be responsible for providing the pay items, quantities and cost estimate. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required. The contractor shall comply with the Project Team's format for ease of comparing estimations as approved by the County.

**Technical Special Provisions:** The Design Consultant will provide Technical Special Provisions for all items of work not covered by the FDOT standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

Modified Special Provisions: The Design Consultant shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

Field Reviews: The Contractor shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The Contractor shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with County and/or Owner's Rep, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, progress review meetings (phase review), and miscellaneous meetings. The Consultant will prepare, and submit to the Project Team for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the County that the Contractor, including their subcontractor(s), are held responsible for their work, including plans review, estimates and construction. The purpose of Contractor's plan reviews is to ensure that Design Consultant plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the County's concept, and that the Consultant submittals are constructable. All subcontractor document submittals shall be submitted by the subcontractor directly to the Contractor for their independent Quality Assurance/Quality Control review and subsequent submittal to the County.

It is the Contractor's responsibility to independently and continually QC their cost estimates and other deliverables. The Contractor should regularly communicate with the County's Program Administrator to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The Contractor shall be responsible for the professional quality, technical accuracy and coordination of all designs, drawings, specifications and other services furnished by the Consultant and their subconsultant(s) under this contract. All field repairs, modifications, or changes will be tracked by the Contractor and signed off by the EOR.

The Contractor shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. The Contractor shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The Contractor shall submit a Quality Control Plan for approval within ten (10) business days of the written Notice to Proceed and it shall be signed by the Contractor's Project Manager and the Contractor QC Manager. The Quality Control Plan shall include the names of

the Contractor 's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. The responsible Contractor that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The Contractor shall, without additional compensation, correct all errors or deficiencies in the cost estimate, specifications and/or other products and services.

#### **4.01. Public Involvement**

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project.

#### **4.02. Public Meeting Attendance**

The Contractor shall attend public meeting(s), assist with meeting setup as necessary.

The Contractor will attend the meetings with an appropriate number of personnel to assist the Project Team. It is estimated for this project there will be one (1) Public meeting during the design per Project.

### **5. ROADWAY ANALYSIS**

The Contractor shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

#### **5.01. Typical Section**

The Consultant shall provide an approved Typical Section prior to the first plans submittal and provide to the Project Team for Review.

#### **5.02. Survey**

The County/Owners Rep will provide the topographic survey to the selected Consultant and made available to the Contractor.

#### **5.03. Preliminary Project Controls**

The Owners Rep shall provide the project controls to the Design Consultant and Contractor.

#### **5.04. Pavement Design Package**

The Design Consultant will provide an approved Pavement Design Package prior to the first plans submittal for the Project Team to Review.

#### **5.05. Horizontal/Vertical Master Design Files**

The Design Consultant shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work.

#### **5.06. Cross Section Design File**

The Design Consultant shall establish and develop cross section design files.

#### **5.07. Traffic Control Analysis**

The Design Consultant shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop-offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements.

The Design Consultant shall investigate, and the Contractor will provide input for the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. Before proceeding with the Traffic Control Plan, the Consultant shall meet with the appropriate County personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The Design Consultant shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the Consultant shall notify the County's Owners Rep two weeks advance notice. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. The Contractor shall take into consideration other road construction projects within the County when considering detour plans.

**5.08. Master TCP Design File**

The Design Consultant shall develop master Traffic Control Plan (TCP) files with the Contractors input.

**5.09. Quantities and Cost Estimates**

The Project Team shall develop a template for quantities and cost estimates including supporting documentation. This also includes estimated construction days.

**5.10. Quality Assurance/Quality Control**

The Contractor shall submit their Quality Assurance / Quality Control (QA/QC) Plan that will be used during the design of this project to the Owners Rep within ten (10) calendar days of the written Notice to Proceed.

**6. MEETINGS AND PROGRESS REPORTS**

The Contractor shall anticipate periodic meetings with County personnel, other agencies and the Project Team as required for resolution of design and/or construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Government agency coordination
- Scoping Meetings
- Public Involvement
- Utility Meetings
- Design Kickoff Meeting
- Comment Resolution
- Pre-construction Meeting
- Pre-paving Meeting per paving event
- Post Submittal Design Review Meetings
- Maintenance of Traffic Workshop
- Pavement Design Meeting, as appropriate
- Other Meeting as deemed necessary by the Project Team

During design, the Contractor shall meet with County's Program Administrator on a biweekly basis and provide four-week look ahead of the activities to be achieved.

During construction, the Contractor shall meet with the County's Project Manager on a weekly basis and provide a four-week look ahead for activities to be performed during the coming weeks.

The Contractor shall, on a monthly basis, provide written **progress reports** that describe the work completed, forecast of work to be completed, along with financial and schedule data.

The Contractor shall provide plans and/or comment responses for discussion at a comment resolution meeting at each phase submittal. The comment resolution meeting(s) shall be shown in the project schedule. The Contractor shall provide responses to the comments within fifteen (15) working days of the completed comments from County's staff.

## **7. CONSTRUCTION OBJECTIVES**

The Contractor shall construct the work in a logical manner and with the following objectives as guides:

- Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
- Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement. As well as coordinate TCPs with other county projects to minimize the overall impact of the traveling public.
- Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
- Maintain reasonable direct access to adjacent properties at all times.
- Proper coordination with adjacent construction projects and maintaining agencies.

## **8. SHOP DRAWINGS**

The Contractor shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall be submitted to the CEI and shall bear the stamp and signature of the Contractor's Engineer of Record (EOR), and Specialty Engineer and signed and sealed by the Contractor's EOR or the Specialty Engineer as appropriate. The CEI or their Designee shall review the Shop Drawing(s) to evaluate compliance with project requirements and provide any findings to the County. The County's procedural review of shop drawings is to assure that the CEI and the EOR have both accepted and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The CEI's review is not meant to be a complete and detailed review. Upon review of the shop drawing, the CEI or the County will stamp "Released for Construction" or "Released for Construction as noted" and initialed and dated by the reviewer.

## **9. CONSTRUCTION ENGINEERING AND INSPECTION**

The County is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering (QAE). CEI and QAE services will be performed by the County through its Owners Rep.

The Contractor is subject to the FDOT's Independent Assurance (IA) Procedures.

## **10. ENGINEER'S FIELD OFFICE**

The Contractor will provide an Engineering Field Office in accordance with Attachment Field Office Requirements (Section 109 of the attachments (minimum 900 sf)). The field office shall be a building or mobile trailer erected at locations selected by the Contractor and approved by the County. The field office shall be included within the phase 2 contract price and at the county's request mobilized upon the acceptance of GMP.

## **11. QUALITY MANAGEMENT PLAN (QMP) CONSTRUCTION**

The Contractor shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The County shall maintain its rights to inspect construction activities and request any documentation from the Contractor to ensure quality products and services are being provided in accordance with the FDOT's Materials Acceptance Program.

## **12. TRENCH SAFETY ACKNOWLEDGMENT**

If this project involves trench excavations which will exceed a depth of five (5) feet, pursuant to chapter 90-96, Laws of Florida, the requirements of the Florida Trench Safety Act will be in effect and undersigned Bidder hereby certifies that such Act will be complied with during the construction of this project. The Bidder acknowledges that included in the various items of the proposal and in the total bid price are cost for complying with the Florida Trench Safety Act.

## **13. AS BUILTS**

Contractor shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Contractor or the County in the form of revisions. All As-Built Plans shall be submitted prior to Project completion for County review and acceptance as a condition precedent to the County's issuance of Final Acceptance and a condition of release of retention.

The County shall review, certify, and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The County shall accept the As-Built Plans and related documents when in compliance with Design Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

The Contractor shall furnish to the County, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of 11 "X 17" copy of the signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of final documentation (if different from final component submittal)
- CADD Files
- 1 Final Project flash drive submittal containing the information above shall be electronic in .pdf format

#### **14. WARRANTY**

The County requires that the Contractor binds itself to use such materials and to so construct said improvements that same will be and remain in good repair and condition for a period of two consecutive years after the date of completion and acceptance of all improvements by the County. The Contractor will be responsible for repairing or reconstructing said improvements at its sole expense if necessitated within said warranty period by any fault of materials, Contractor's plans, methods or processes employed in the construction thereof.

**ATTACHMENT C**  
**CONTRACTOR'S**  
**RESPONSE**



**REQUEST FOR QUALIFICATIONS NO. 20/21-34**  
**CONTRACTOR FOR CONSTRUCTION MANAGEMENT AT RISK (CMAR)**  
**SERVICES FOR THE BONDED TRANSPORTATION PROGRAM (BTP)**  
**GROUP #2 PROJECTS**

**Project #2 - CR 209 from US 17 to CR 315 B**

**Project #5 – CR 220 Baxley Road to Henley Road**

**Project #6A – FCC CR315 to Hwy 17**

**CLAY COUNTY, FLORIDA**

**DUE DATE: Monday, March 22, 2021 - 4:00 pm**  
**OPEN DATE: Tuesday, March 23, 2021 – 9:00 am**

**Issued By:**  
**Clay County Board of County Commissioners**  
**Purchasing Department**

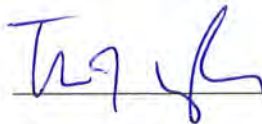
**OFFICER'S CERTIFICATE  
OF  
KIEWIT INFRASTRUCTURE SOUTH CO.**

I, the undersigned, hereby certify that I am the Assistant Secretary of Kiewit Infrastructure South Co., a Delaware corporation (the "Corporation"), local address located at 8403 South Park Circle, Suite 655, Orlando, FL 32819 and our Home Office as 1550 Mike Fahey St, Omaha NE 68102 and further certify on behalf of the Corporation that:

1. Benjamin J. Carnazzo is a duly appointed and acting Senior Vice President of the Corporation.
2. Benjamin J. Carnazzo is authorized to execute the bid on behalf of the Corporation to Clay County, **Contractor for Construction Management at Risk (CMAR) Services for the Bonded Transportation Program (BTP) Group #1 Projects, Request for Qualification No. 20/21-44** (the "Project"), and upon award of the Project, to execute and deliver the Project Contract, and related documents.

SIGNED AND SEALED on behalf of the Corporation on May 26, 2021.

KIEWIT INFRASTRUCTURE SOUTH CO.

By:  \_\_\_\_\_

Name: Thomas J. Boyle

Title: Assistant Secretary

**REQUEST FOR QUALIFICATIONS NO. 20/21-44, CONTRACTOR FOR  
CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE  
BONDED TRANSPORTATION PROGRAM (BTP) GROUP #1 PROJECTS**

**CORPORATE DETAILS**

Complete all fields below:

COMPANY NAME: Kiewit Infrastructure South Co.

ADDRESS: 8403 South Park Circle, Suite 655  
Orlando, FL 32819

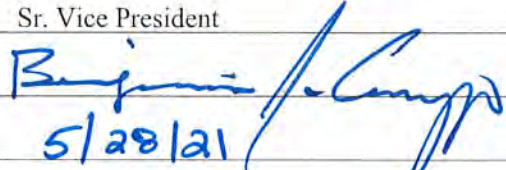
TELEPHONE: 407.563.7555

FAX #: 770.487.0005

E-MAIL: Ben.Carnazzo@kiewit.com

Name of Person submitting Bid: Benjamin J. Carnazzo

Title: Sr. Vice President

Signature: 

Date: 5/28/21

Area Representative Contact Information: Nick Sosa (954) 914-2500 Nick.Sosa@kiewit.com

**ADDENDA ACKNOWLEDGMENT** Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 5/24/2021 Acknowledged by: Benjamin J. Carnazzo

Addendum No.        Date:            Acknowledged by:                           

Addendum No.        Date:            Acknowledged by:

**REQUEST FOR QUALIFICATIONS NO. 20/21-44, CONTRACTOR FOR  
CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE  
BONDED TRANSPORTATION PROGRAM (BTP) GROUP #1 PROJECTS**

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, Kiewit Infrastructure South Co., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

**Vendor:**

Kiewit Infrastructure South Co.

By:

Signature

Benjamin J. Carnazzo Sr. Vice President  
**Name and Title**

8403 South Park Circle, Suite 655  
**Street Address**

Orlando, FL 32819  
**City, State, Zip**

5/28/21  
**Date**

**REQUEST FOR QUALIFICATIONS NO. 20/21-44, CONTRACTOR FOR  
CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES FOR THE  
BONDED TRANSPORTATION PROGRAM (BTP) GROUP #1 PROJECTS**

Scrutinized Companies Certification

Name of Company:<sup>1</sup> Kiewit Infrastructure South Co.

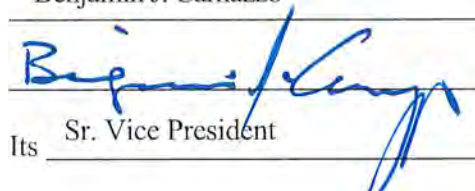
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Kiewit Infrastructure South Co.

(Seal)

By: Benjamin J. Carnazzo

  
Its Sr. Vice President

<sup>1</sup> "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                             |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Kiewit Infrastructure South Co.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                             |                                         |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |                                         |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |                                         |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>450 Dividend Drive</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             | Requester's name and address (optional) |
| 6 City, state, and ZIP code<br><b>, Peachtree City, GA 30269</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |                                         |
| 7 List account number(s) here (optional)<br><b>n/a</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                             |                                         |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

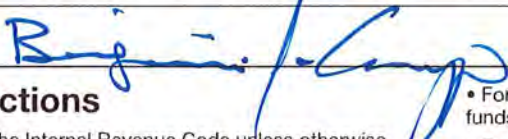
|                                |   |  |   |   |   |   |   |       |
|--------------------------------|---|--|---|---|---|---|---|-------|
| Social security number         |   |  |   |   |   |   |   |       |
|                                |   |  | - |   |   |   | - |       |
| or                             |   |  |   |   |   |   |   |       |
| Employer identification number |   |  |   |   |   |   |   |       |
| 4                              | 7 |  | - | 0 | 5 | 3 | 0 | 3 6 7 |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                                                                                                                |                       |
|-----------|----------------------------------------------------------------------------------------------------------------|-----------------------|
| Sign Here | Signature of U.S. person ►  | Date ► <b>5/28/21</b> |
|-----------|----------------------------------------------------------------------------------------------------------------|-----------------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# Vendor Maintenance Registration Form

**Please submit W-9 when submitting this form.**

Disclosure: Under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number. The County will not be liable for payment for goods or services that are ordered in violation of this policy.



Vendor Number: \_\_\_\_\_

☐ Add

☐ Change

(To Be Completed By Purchasing Department)

Clay County Purchasing Division  
PO Box 1366, 477 Houston Street  
Green Cove Springs, FL 32043  
Phone: 904-278-3766  
Fax: 904-278-3728  
[www.claycountygov.com/purchasing](http://www.claycountygov.com/purchasing)

Vendor Name:

Kiewit Infrastructure South Co.

Address:

8403 South Park Circle, Suite 655

Address:

City:

Orlando

State:

FL

Zip Code:

32819

Contact name:

Benjamin J. Carnazzo

Fax:

770-487-0005

E-Mail Address:

Ben.Carnazzo@kiewit.com

Phone:

407-563-7555

Web Address:

[www.kiewit.com](http://www.kiewit.com)

Services/  
Commodities:

The Internal Revenue Service requires that we file Form 1099 for certain vendors receiving payments for \$600.00 or more during a calendar year.

The IRS may assess a \$50.00 penalty for each failure to provide a Taxpayer ID Number. Also we are required to withhold 28% for Federal Income Tax purposes for payment to vendors who fail to provide us with their Tax ID Numbers.

Remittance Address if different from above:

Address:

Same as above

Address:

City:

State:

Zip Code:

Contact:

Phone:

Taxpayer ID #:

47-0530367

## Conflict of Interest Disclosure:

County Employee: ☐ Yes ☒ No

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

This certifies that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

Signature: \_\_\_\_\_

*Benjamin J. Carnazzo*

Please click [here](#) to download the W-9 Form. This form is to be completed and faxed to: 904-278-3728

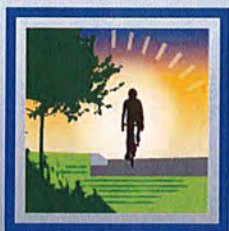
Department Requesting Form

Employee Signature

Vendor Signature

PRINT

SUBMIT



# BTP

## Group #1 Projects

### Request For Qualifications No. 20/21-44



**Project #3 – Russell Road (CR 209) from Peter’s Creek Bridge to Sandridge Road**

**Project #4 (A&B) – Sandridge Road (CR 739 B) from Henley Road (CR 739) to**

**West of Russell Road (CR 209)**



# Kiewit

Clay County Administration Building  
Purchasing Department  
477 Houston Street, Fourth Floor  
Green Cove Springs, Florida 32043  
Proposal Cover Letter CMAR Services for the Bonded  
Transportation Program (BTP), Group 1 Projects

Dear Members of the Selection Committee:

Kiewit Infrastructure South Co. (KISC) would like to thank the Clay County Committee for the opportunity to submit this proposal for the Construction Manager at Risk Services for the Bonded Transportation Program. KISC has not yet had the chance to provide our preconstruction expertise to Clay County and we are excited to introduce our Team and describe how they will be aiding in completing your projects.

KISC, and the members it has devoted to this project, offer vast knowledge and experience, which will ensure this project's success. Capitalizing on our team's experience and expertise will provide Clay County with an on-call team that will substantially benefit the county. This team understands the complexities of CMAR/GC projects and will be made readily available to understand the preconstruction requirements for Clay County.

We understand the vision set forth by Clay County, and, following their wishes, we will offer an on-call team that will complete the necessary tasks. KISC has immense experience with not only CMAR projects, but we also have experience with multi-firm endeavors. Our depth of knowledge gives us a unique understanding of what is necessary to deliver timely and successful projects to Clay County.

**Kiewit has worked on over 500 CMAR projects.** We believe in the many collaborative benefits of the CMAR model and look forward to the opportunity to work with Clay County throughout this process. Areas such as phasing, maintenance of traffic (MOT), early cost certainty, various build method alternatives, and exceptional third-party and stakeholder coordination will benefit from the collaboration and partnering inherent in the CMAR model.

Our Team will execute our proven approaches and tools to deliver tangible innovative and sequencing benefits. We will provide design optimization, risk mitigation, schedule acceleration, and transparent estimating procedures giving Clay County early cost certainty and an eventual overall GMP within budget through a collaborative partnering environment. We understand the unique requirements to perform this work and offer the following benefits to Clay County:

**Improved safety during construction.** We have developed our initial phasing innovations to find the right balance of maximized work areas to ensure the community's safety and convenience with consistent access and traffic flow through the corridor. With safety as a driving factor and our company's cultural center, we recognize and value public and worker safety above all else and have proven results in improving commuter safety during construction while minimizing inconvenience to the traveling public.

**Early completion.** Through early and ongoing collaboration with Clay County and the Design Team and our team members' in-depth knowledge of CMAR processes, Kiewit will collaboratively instill scheduling efficiency and confidence in preconstruction and construction. Our construction approach, including innovative solutions and accelerated construction techniques, will significantly improve the project schedule.

**Building community trust.** In support of Clay County's public information goals during design and construction, we will communicate clearly and be receptive to all residents, businesses, travelers, and project stakeholders' needs and uphold the commitments set forth. One of the benefits of preconstruction is building significant community relationships before construction commencing with each team member having a full commitment to achieving that goal.

We strongly believe that our carefully selected team, experience, capabilities, approach, and innovations described in this proposal will exceed the requirements for the County Road Projects. Our team is enthusiastic about the opportunity to work with Clay County, WGI, and the entire Design Team, and other stakeholders on this challenging and exciting project. As the point of contact, please contact me if you have any questions while evaluating our proposal. Thank you for your time and consideration.

Sincerely,

KIEWIT INFRASTRUCTURE SOUTH CO.

Benjamin J. Carnazzo

Sr. Vice President/Point of Contact

Phone: 770-487-2300

email: ben.carnazzo@kiewit.com

**OFFICER'S CERTIFICATE  
OF  
KIEWIT INFRASTRUCTURE SOUTH CO.**

I, the undersigned, hereby certify that I am the Assistant Secretary of Kiewit Infrastructure South Co., a Delaware corporation (the "Corporation"), local address located at 8403 South Park Circle, Suite 655, Orlando, FL 32819 and our Home Office as 1550 Mike Fahey St, Omaha NE 68102 and further certify on behalf of the Corporation that:

1. Benjamin J. Carnazzo is a duly appointed and acting Senior Vice President of the Corporation.
2. Benjamin J. Carnazzo is authorized to execute the bid on behalf of the Corporation to Clay County, **Contractor for Construction Management at Risk (CMAR) Services for the Bonded Transportation Program (BTP) Group #1 Projects, Request for Qualification No. 20/21-44** (the "Project"), and upon award of the Project, to execute and deliver the Project Contract, and related documents.

SIGNED AND SEALED on behalf of the Corporation on May 26, 2021.



KIEWIT INFRASTRUCTURE SOUTH CO.

By: \_\_\_\_\_

Name: Thomas J. Boyle

Title: Assistant Secretary



# BTP

## Table of Contents

|                                                                 |    |
|-----------------------------------------------------------------|----|
| A. Competence                                                   | 1  |
| B. Workload                                                     | 14 |
| C. Financial Responsibility                                     | 15 |
| D. Experience working with Contractors and Post Design Services | 16 |
| E. Professional Accomplishments                                 | 18 |
| F. Location                                                     | 20 |
| G. Approach and Work Plan                                       | 21 |
| H. Time and Budget                                              | 25 |



**BTP**  
Group #1 Projects

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# COMPETENCE

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## A. COMPETENCE

### Executive Summary

We understand the importance of improving the level of service and traffic safety on CR 209, CR 739 B, and CR 739 due to the growth and traffic congestion Clay County is experiencing. The reconstruction requires an experienced Contractor for Construction Management at Risk (CMAR) team that can provide innovation and constructability during preconstruction, mitigate risks during construction, and has a proven history of simultaneously constructing multiple safe, high-quality projects on time and under budget. The CMAR model alone does not just make a project successful; having an experienced and proven construction partner is the driving force to achieve project goals through collaboration, innovation, and best practices. At Kiewit, our reputation is everything, which is why we continually earn repeat business from our clients.

We are excited to present this Statement of Qualifications (SOQ). Our SOQ details how we will accomplish the project goals and our strategy for performing above and beyond your expectations.

### Relevant Project Experience

To ensure the successful reconstruction of County Road 209 from Peter's Creek Bridge to Sandridge Road, and Sandridge Road (CR 739 B) from Henley Road (CR 739) to West of Russell Road (CR 209), it is critical to partner with a company that has a history of completing similar projects in an accelerated schedule environment. Our key team members, along with our value-added staff from Kiewit Infrastructure Engineers (KIE), Kiewit's in-house construction engineering division comprised of nearly 1,000 professionals, have been integral in the success of many similar projects and will repeat

that success for you. Detailed descriptions of these relevant projects are described below.

Our experience encompasses a wide range of services, including roadway, drainage, retaining walls, and complex bridges. Most importantly, we will develop a partnership that will be reliable, honest, and a trusted relationship through effective preconstruction services, improved schedule and cost, risk mitigation, and keeping travelers safe during construction. Our staff and craft are ready to execute this important project with Clay County.

### Understanding of the CMAR Design Process

Our key personnel bring significant CMAR expertise, local FDOT experience, and have relevant project experience that will add considerable value to the Project. Having worked on over 500 CMAR projects nationwide, Kiewit has developed the tools and processes to make this procurement model successful. With the addition of KIE, our team brings specialized engineering resources to the preconstruction phase that is unmatched by our competition. Our key staff, along with the value-added team from KIE (**included in our preconstruction fee, excluding engineering during construction**), will provide innovative design ideas, improve constructability, reduce project schedule and risk, find cost-saving opportunities, and build a strong partnership with Clay County, WGI and the Design Team through a robust preconstruction effort with 100% commitment by our team.

### Approach to Risk Identification/Mitigation

Working in partnership with Clay County, WGI, and the Design Team, our team will identify, analyze, innovate, and mitigate risks to reduce costs and schedule impacts. We look forward to working with the team to brainstorm and expand the risk register to resolve these challenges before construction.

**TABLE 1** Our team has completed some of the most complex and highly phased projects in the country.

| NAME                                                   | DELIVERY        | LOCATION           | OWNER                                   | VALUE (\$M) |
|--------------------------------------------------------|-----------------|--------------------|-----------------------------------------|-------------|
| South Terminal C                                       | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 1400        |
| STC Piles (Self-Perform)                               | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 13          |
| STC Primary Power Ductbank (Self-Perform)              | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 47          |
| STC Site Logistics Compound Relocation (Self-Perform)  | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 42          |
| STC Airfield Civil Works (Self-Perform)                | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 202         |
| Port Everglades Southport Turning Notch Expansion      | CMAR/CMGC       | Ft. Lauderdale, FL | Broward County                          | 471         |
| Intermodal Terminal Facility                           | CMAR/CMGC       | Orlando, FL        | GOAA                                    | 189         |
| I-95 Wilmington Viaduct                                | CMAR/CMGC       | Wilmington, DE     | DelDot                                  | 156         |
| FastFix 8 Bridge Replacements                          | CMAR/CMGC       | Nashville, TN      | TDOT                                    | 63          |
| MemFix 4 Bridge Replacements                           | CMAR/CMGC       | Memphis, TN        | TDOT                                    | 55          |
| Dewey Beach Bridges Reconstruction                     | CMAR/CMGC       | Dewey Beach, DE    | DelDot                                  | 19          |
| SE 5th St Bridge Replacement                           | CMAR/CMGC       | Pompano Beach, FL  | City of Pompano Beach                   | 3           |
| Selmon Expressway Western Extension                    | Design Build    | Tampa, FL          | Tampa-Hillsborough Expressway Authority | 230         |
| Arlington Memorial Bridge Rehabilitation               | CMAR/CMGC       | Washington, DC     | Federal Highway Administration          | 197         |
| I-440 Pavement Replacement                             | CMAR/CMGC       | Nashville, TN      | TDOT                                    | 156         |
| Comprehensive Infrastructure for Tampa's Neighborhoods | Progressive D-B | Tampa, FL          | City of Tampa                           | 200         |
| MacDuff Pkwy Pedestrian Bridge                         | Progressive D-B | Peachtree City, GA | City of Peachtree City                  | 3           |
| East Side Creek Crossing                               | Progressive D-B | Nashville, TN      | Metro Nashville Airport Authority       | 1           |

## Approach to Cost Estimating

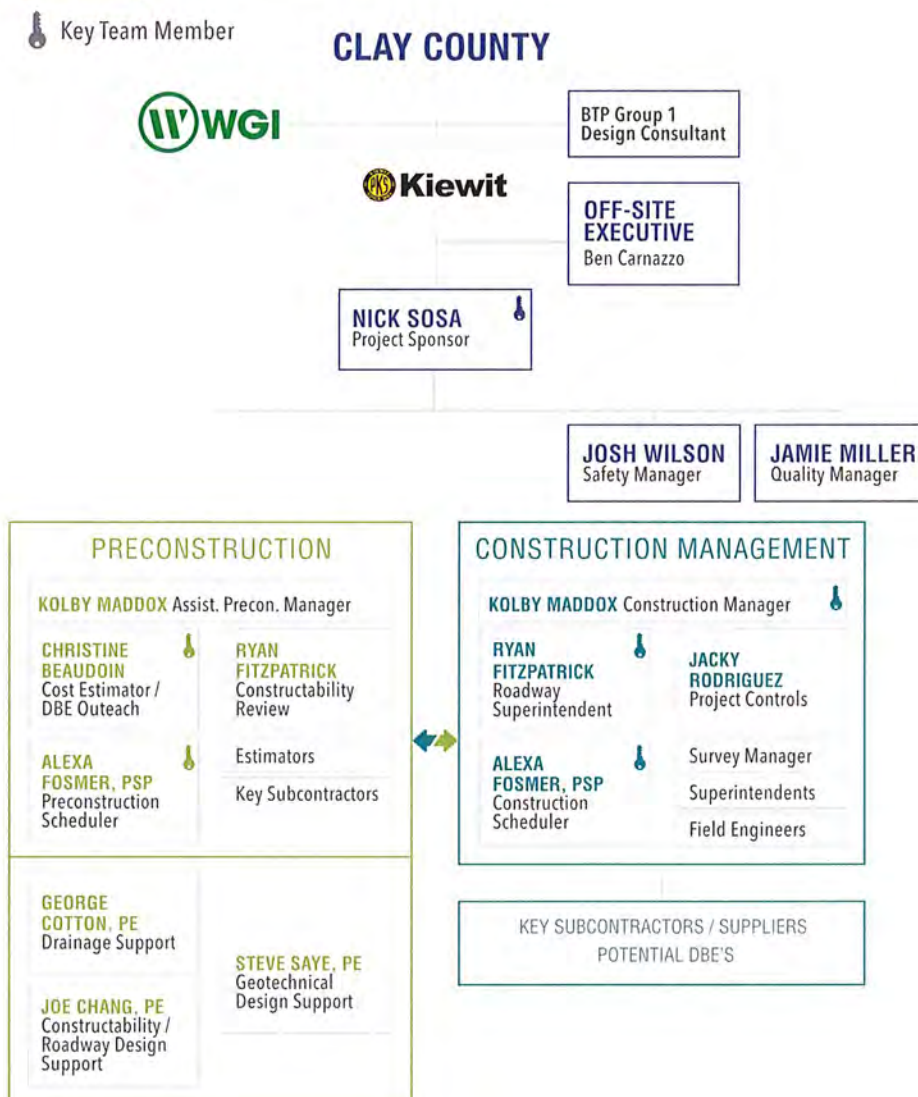
Our approach to cost estimating starts with developing a baseline estimate at the very beginning of preconstruction. The value of the baseline estimate is understanding where the major cost drivers and risks are on the Project, enabling the team to make quick decisions on where to focus our time. We will then work collaboratively to develop innovative design and construction solutions that will reduce project quantities and temporary work while enhancing the project schedule and mitigating risk, ensuring that Clay County completes this project in the most economical way possible. Based on the RFQ, we anticipate that three additional estimate reviews will be performed at the 30%, 60%, and 90% submittals. We will work in a fully transparent manner to ensure there are no surprises regarding cost.

## Approach to Scheduling

Kiewit has a long-standing reputation for completing projects on or ahead of schedule. As shown in **A. Competence and G. Approach and Work Plan**, our team thrives on technical projects that present significant challenges. Along with our proactive start to cost estimating, our team will develop a baseline schedule at the very beginning of preconstruction that has a fully integrated design and construction schedule that includes any long lead procurements, utility relocations, permit acquisition, design milestones, and construction milestones. Throughout preconstruction, we will use this tool to ensure construction is completed no later than December 24, 2024, for project #3 and November 8, 2024 for project #4A and 4B.

## Org Chart / Resumes

**FIG 1** Organization Chart



## Project Organization

For the Group #1 project, Kiewit has assembled a local team of veteran constructors and innovators carefully selected based on fast-track, roadway construction experience with CMAR delivery in Florida and on a national level, partnership and outstanding relationship building of local community and stakeholders, technical expertise, and experience working with one another on successful project executions. When proposing as the CMAR on a project of this importance, we clearly understand the responsibility of achieving Clay County's goals through collaborative preconstruction and construction. Our team members have contributed significantly to Kiewit's efforts to build statewide infrastructure. Nick Sosa will serve as Project Sponsor to ensure the seamless transition and transfer of knowledge from preconstruction to construction. Nick has worked with our in-house subject matter experts (SME) team from KIE, a technical expert team, on other alternative delivery projects where they have collaborated to optimize the design to exceed project schedule, cost, and quality requirements.

**TABLE 2** Key and Value Added Team Members

**Key Team Members**

| NAME, POSITION, YEARS W/KIEWIT (K), TOTAL INDUSTRY YEARS (IND), % COMMITMENT                                                                                                                              | JOB DESCRIPTIONS, RESPONSIBILITIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | QUALIFICATIONS AND PAST CONSTRUCTION EXPERIENCE, UNIQUE KNOWLEDGE, EXPERIENCE WITH TEAM                                                                                                                                                                                                                                                                                                                                                                    | BENEFIT TO CLAY COUNTY AND STAKEHOLDERS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Nick Sosa, Project Sponsor</b><br>Years K: 15, Ind: 19<br>Commitment: PreCon 100%, Construction 100%<br>              | <ul style="list-style-type: none"> <li>• Single point-of-contact; team focus on balancing/exceeding Project goals.</li> <li>• Full authority in preconstruction and construction.</li> <li>• Create team cohesion, trusted partnering, and begin early estimate alignment, and weekly calls to kick-off the Project successfully.</li> <li>• Set preconstruction goals to improve the Level of Service, minimize disruption to traffic, provide public outreach, and reduce cost and schedule.</li> <li>• Develop, update, and maintain the Project Risk Matrix with Christine.</li> <li>• Lead weekly coordination meetings for safety, quality, and schedule</li> </ul> | <ul style="list-style-type: none"> <li>• 19 years of experience and the successful completion of several alternative delivery transportation projects.</li> <li>• Led the preconstruction and project management on the STC Program</li> <li>• Experience leading complex projects</li> <li>• Leadership of a local staff of experts with FDOT experience, estimating expertise, and an understanding of local conditions/subcontracting market</li> </ul> | <ul style="list-style-type: none"> <li>• Informed decisions through an honest/transparent approach.</li> <li>• Seamless transition from preconstruction to construction</li> <li>• Collaboration and partnering to maximize goals through continuous leadership of preconstruction/construction.</li> <li>• Established and trusted relationship based on previous, well-executed projects.</li> <li>• An understanding of CMAR process, incorporating lessons learned for a faster project start-up with no learning curve.</li> </ul> |
| <b>Kolby Maddox, Construction Manager,</b><br>Years K: 13, Ind: 13<br>Commitment: PreCon 100%, Construction 100%<br>     | <ul style="list-style-type: none"> <li>• Conduct constructability reviews and coordination.</li> <li>• Provide oversight during preconstruction/construction.</li> <li>• Schedule, evaluate, adjust resources to meet milestones.</li> <li>• Supervise all operations with planning/construction - safety, quality, schedule, cost, and productivity.</li> </ul>                                                                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>• Successfully completed high-profile alternative delivery projects managing personnel, equipment, materials, subs to meet milestones.</li> <li>• Expertise in roadway construction, concrete work, project scheduling, constructability improvements.</li> </ul>                                                                                                                                                   | <ul style="list-style-type: none"> <li>• Leadership to achieve safety/schedule/cost/quality goals.</li> <li>• Confidence in planning and executing</li> <li>• Implementation of accelerated techniques to improve the project schedule and reduce construction risk.</li> <li>• Committed to effective and continuous public outreach.</li> </ul>                                                                                                                                                                                       |
| <b>Ryan Fitzpatrick, Roadway Superintendent</b><br>Years K: 12, Ind: 12<br>Commitment: PreCon 75%, Construction 100%<br> | <ul style="list-style-type: none"> <li>• Conduct constructability reviews</li> <li>• Coordination of any phasing/sequencing to ensure seamless execution of plan during construction.</li> <li>• Lead all self-performed work during construction</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>• 12 years in the field managing complex projects.</li> <li>• Development of MOT plans on high-volume transportation projects</li> <li>• Experienced in highly phased projects, requiring detailed phasing.</li> </ul>                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>• Continuous collaboration with the team.</li> <li>• Daily monitoring of MOT control devices.</li> <li>• Timely communication of traffic movements.</li> <li>• The highest level of work zone safety.</li> </ul>                                                                                                                                                                                                                                                                                 |
| <b>Christine Beaudoin, Lead Cost Estimator</b><br>Years K: 31, Ind: 31<br>Commitment: PreCon 100%, Construction 0%<br>  | <ul style="list-style-type: none"> <li>• Develop baseline estimate immediately after kick-off, tracking potential innovations, assisting in constructability reviews, and providing detailed coordination with the team to ensure streamlined estimate reviews.</li> <li>• Analyze, review, and interpret plans/specs to develop detailed estimates.</li> <li>• Lead all estimators</li> <li>• Oversee subcontractor/supplier solicitations to verify coverage.</li> </ul>                                                                                                                                                                                                | <ul style="list-style-type: none"> <li>• 31 years of experience managing engineering, estimating, and field construction on transportation projects.</li> <li>• Has served as chief Orlando office estimator for the past 3 years, developing highly accurate, competitive, production-based estimates.</li> <li>• Understands local craft productivity, subcontractors and suppliers and FDOT design standards.</li> </ul>                                | <ul style="list-style-type: none"> <li>• Transparent, reliable, and accurate cost estimates through experience on projects of similar scope and complexity.</li> <li>• Extensive knowledge of the CMAR process and understands how to coordinate with cost estimate reviewers</li> <li>• Reduced project costs through risk identification and mitigation, potential innovations and identifying low-cost construction methods.</li> </ul>                                                                                              |
| <b>Alexa Fosmer, Lead Scheduler</b><br>Years K: 10, Ind: 10<br>Commitment: Precon 100%; Construction 100%<br>          | <ul style="list-style-type: none"> <li>• Develop/maintain schedule throughout project, beginning in preconstruction</li> <li>• Analyze numerous construction sequencing options to accommodate public comments, design innovations, and project restrictions.</li> <li>• Coordinate with other trades and support overall project phasing.</li> </ul>                                                                                                                                                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Led scheduling on the Selmon Expressway Design-Build Project.</li> <li>• Transportation project expertise in adjusting complex schedules to changing project needs.</li> </ul>                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• Comprehensive schedule developed early in preconstruction.</li> <li>• Ongoing collaboration with team for schedule accuracy, innovative phasing/sequencing, evaluating alternatives.</li> </ul>                                                                                                                                                                                                                                                                                                |

**Value-Added Team Members**

| NAME, POSITION, YEARS W/KIEWIT (K), TOTAL INDUSTRY YEARS (IND), % COMMITMENT                                                                                                                                      | JOB DESCRIPTIONS, RESPONSIBILITIES                                                                                                                                                                                                                                                                                           | QUALIFICATIONS AND PAST CONSTRUCTION EXPERIENCE, UNIQUE KNOWLEDGE, EXPERIENCE WITH TEAM                                                                                                                                                                                                                                                                            | BENEFIT TO CLAY COUNTY AND STAKEHOLDERS                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Joe Chang, PE, Roadway Design Support</b><br>Years K: 10 Ind: 22<br>Commitment: Precon As Needed. Construction 0%<br>       | <ul style="list-style-type: none"> <li>• Lead roadway and MOT design workshop to develop optimized design solutions and assist Design Team with alternate geometric and phasing.</li> <li>• Develop innovative phasing/sequencing working with team to minimize impacts on the traveling public and stakeholders.</li> </ul> | <ul style="list-style-type: none"> <li>• 22 years of experience, including five CMAR projects with Kiewit.</li> <li>• Assisted the Kiewit I-95 Wilmington CMAR team to implement a contraflow scheme and reduce project phasing from nine phases to three.</li> </ul>                                                                                              | <ul style="list-style-type: none"> <li>• Expert in technical peer reviews, identifying construction risks and developing cost-effective geometric designs and innovative sequencing</li> <li>• Instrumental in developing reduced phasing strategies.</li> <li>• Reduce traffic impacts during construction through phasing.</li> </ul> |
| <b>George Cotton, PE, Drainage Design Support</b><br>Years K: 19, Ind: 45<br>Commitment: Precon As Needed. Construction 0%<br> | <ul style="list-style-type: none"> <li>• Identify alternatives to simplify the design to appeal to Clay County and environmental permitting agencies.</li> <li>• Review proposed alternatives for hydrology constraints.</li> <li>• Review drainage models for constructability and efficiency.</li> </ul>                   | <ul style="list-style-type: none"> <li>• Licensed Professional Engineer with over 45 years in water resources and an emphasis in transportation drainage.</li> <li>• CMAR projects for both urban and rural transportation projects.</li> <li>• Authored design guidance for Federal/State DOT agencies of transportation projects near rivers/wetlands</li> </ul> | <ul style="list-style-type: none"> <li>• Analyze all options for hydrology and drainage constraints.</li> <li>• Collaboration with entire team to implement comprehensive solutions</li> </ul>                                                                                                                                          |
| <b>Steven Saye, PE, Geotechnical Support</b><br>Years K: 15, Ind: 44<br>Commitment: Precon As Needed. Construction 0%<br>      | <ul style="list-style-type: none"> <li>• Review design for subgrade/foundations for roadway and any slope stability.</li> <li>• Provide project concepts, designs, and estimates.</li> <li>• Plans for and monitors settlement behavior if required.</li> </ul>                                                              | <ul style="list-style-type: none"> <li>• 44 years in design of soft soil ground improvements and various types of foundations to best accommodate soil conditions and settlement.</li> <li>• Technical Lead for the \$1.2B Midtown Tunnel PPP Project that crosses beneath the Elizabeth River in Virginia.</li> </ul>                                             | <ul style="list-style-type: none"> <li>• Provide best practice options for soil ground improvements if required.</li> <li>• Assess and monitor settlement, plan for future settlement if required.</li> </ul>                                                                                                                           |

## NICK SOSA - Project Sponsor

Nick has participated in three alternative delivery projects, including two CMAR projects in the past 19 years. He recently led the civil preconstruction and project management on the South Terminal C CMAR project in Orlando. His understanding of the CMAR process and incorporating lessons learned from previous contracts will provide this project a fast startup with no learning curve. Nick's managerial methods revolve around communication, coordination, and planning to help set aggressive preconstruction goals to improve the level of service and reduce cost and schedule. His strong interpersonal skills combined with his ability to coordinate multiple, critical tasks at one time allows him to achieve project goals. Nick has a robust local staff of experts with FDOT experience, estimating expertise, and knowledge of local conditions and subcontracting market. Nick will lead the project's risk management, including participating in collaborative workshops with Clay County, the designer, and WGI to identify, mitigate, and monitor each risk item through project completion.

**Preconstruction Project Manager / Self - Perform Sponsor** • South Terminal C CMAR Turner - Kiewit JV • Orlando FL • 1/2017 - Current

**Description:** (See project page)

**Responsibilities:** As the civil preconstruction project manager, Nick was responsible for leading all civil constructability reviews with the TKJV, owner representative, and design teams. He oversaw all civil estimating efforts at 30%, 60%, and 90% milestones, developed and managed the risk register, and approved all civil GMPs. As Kiewit self-perform sponsor, Nick supervised all project managers and provided oversight regarding each project aspect.

**Relevance:** CMAR delivery with self-perform operations, designer, owner representative, and contractor coordination

**Reference:** Davin Ruohomaki, GOAA (Greater Orlando Aviation Authority) 407.825.3105

**Project Manager** • Orlando South Terminal Intermodal Terminal Facility (ITF) Structures • Orlando FL • 10/2014 - 1/2017

**Description:** Nick was responsible for this \$34 million GMP, which Kiewit self-performed under the Turner-Kiewit CMAR. The project consisted of three 1,430-foot-long tracks. The substructure was comprised of 72 columns and caps, and the superstructure had 156 Florida I Beams and 4,578 LF of bridge deck. The facility consisted of 550 column lifts, 36 inverted T caps, 178 precast double-tee girders, 81,400 SF of cast-in-place platform deck, 85,000 SF of cast-in-place slab on metal deck, six shear walls, and four cast-in-place stair casings.

Nick worked directly with the designers on constructability and developing the GMP during preconstruction.

**Responsibilities:** Nick worked with designers, the owner's representative, and TK CMAR on constructability and schedule development. As Project Manager, Nick was responsible for all aspects of the work, safety, quality, and production.

**Relevance:** Coordination with designers, owner representative, contractor coordination, and accelerated schedule

**Reference:** Matt Breen, GOAA (Greater Orlando Aviation Authority) 407.802.6320

**Project Manager** • I-95 To Turnpike Connector Ramp Widening FDOT, District 6, Design-Build • Miami, Florida • 5/2010 - 12/2011

**Description:** This \$8 million design-build widening project is located at the Golden Glades Interchange, at the I-95 and Florida Turnpike connection, one of the most congested interchanges in south Florida. The project provided an auxiliary lane on the I-95 northbound connector ramp from NB US 441 on-ramp to the SR-826 WB exit ramp and widened three bridge structures. The project also included two MSE walls, 3,000 LF of roadway widening, and drainage improvements.

**Responsibilities:** Nick worked with designers on constructability and schedule development. As project manager, Nick was responsible for all aspects of the work, safety, quality, and production.

**Relevance:** Coordination between designers and contractor Roadway work in a congested environment

**Reference:** David Tinder, Owner Representative 305.667.4772

## KOLBY MADDOX - Project Manager

Kolby has 12 years of project management experience coupled with the ability to schedule, coordinate, and manage large engineering and construction teams. Kolby will work closely with the designers during the preconstruction phase and will transition to the construction phase. His presence during both preconstruction and construction will provide continuous communication and a smooth transition. Kolby has been involved in managing the design and construction phases on roadway and bridge alternative delivery projects in Florida roadways and bridges throughout his career. Kolby is exceptionally skilled in managing the project budget, trouble-shooting unexpected problems, communicating with clients, and delivering a final project on-time and within budget.

**Project Manager** • South Terminal C CMAR Turner - Kiewit JV • Orlando FL • 10/2017 - 12/2020

**Description:** (See project page)

**Responsibilities:** Kolby was the Kiewit self-perform Project Manager for both the STC Piles \$13 million and STC Site Relocation \$45 million projects. Kolby worked closely with the designers, owner representatives, and TKJV CMAR on multiple value engineering options while constructing the STC site relocation project to reduce the cost to GOAA.

**Relevance:** Coordination between designers, owner representatives, and contractor. All facets of heavy-civil construction

**Reference:** Matt Breen, GOAA (Greater Orlando Aviation Authority) 407.802.6320

**Project Manager Hjaia Airfield Markings Replacement, City Of Atlanta** • Atlanta, GA • 10/2013 - 12/2015

**Description:** This project involved the removal and application of new markings on 285,883 SF of existing taxiway and runways.

**Responsibilities:** Kolby was responsible for the

management and coordination of operations for this \$4 million project. He was also responsible for overall supervision of all field engineering activities, including subcontractor supervision, consultants, temporary design engineering, permanent materials procurement, quality control, submittal preparation, and operation planning.

**Relevance:** Coordination of multiple stakeholders at the world's busiest airport

**Reference:** Norma Click, City of Atlanta Department of Aviation 404.530.5838

**Civil General Superintendent** • St. Joseph Energy Center • Miami, Florida • 11/2015 – 10/2017

**Description:** The St. Joseph Energy Center project is a 700 megawatt natural gas-fired, 2x1 combined-cycle project that will provide clean, efficient energy for Indiana. Major equipment included a Siemens F-Class combustion turbine generator with wet cooling, which connects

to American Electric Power's Dumont-Olive 345 kV line in Indiana.

**Responsibilities:** Kolby served as the Civil General Superintendent for the St. Joseph Energy Center. He was responsible for managing the site infrastructure work, developing site access roads, site preparation for deep dynamic compaction, and laydown yard development. In addition to the site infrastructure work, Kolby assisted in managing all civil-related underground work for the St. Joseph Energy Center, including all excavation and trench work for 96,892 LF of duct bank, along with the backfill and grading operations. Kolby's duties included craft superintendent management, scheduling implementation, cost management, equipment utilization, and managing the civil department.

**Relevance:** Coordinating with several other trades to complete a fast pace project with tight access

**Reference:** Upon Request

## CHRISTINE BEAUDOIN - Estimating Manager

Christine's extensive background includes 34 years of experience in estimating, project engineering, project controls, and scheduling. She has a thorough understanding of the design process and has managed designers and engineering staff during takeoffs, estimating, and design task force requirements of alternative delivery projects. She also has an in-depth understanding of the issues surrounding construction throughout Florida, including material supply considerations, availability of skilled labor, and qualified subcontractor capacity and availability.

**Estimating Manager South Terminal C CMAR Turner – Kiewit JV** • Orlando FL • 1/2017 – 1/2019

**Description:** (See project page)

**Responsibilities:** Christine was responsible for managing the civil preconstruction estimating efforts, attending each task force meeting, and coordinating with the Independent Cost Estimator (ICE) for efficient reviews. She priced out dozens of innovations while supporting the risk register process. Additionally, Christine participated in constructability reviews, led DBE outreach, and managed subcontractor and supplier pricing through acceptance of each GMP package.

**Relevance:** Preconstruction estimating and coordination

**Reference:** Davin Ruohomaki, GOAA (Greater Orlando Aviation Authority) 407.825.3105

**Estimating Manager** • Orlando Area Office Estimating Manager • Orlando FL • 2/2019 – Current

**Description:** Christine manages all estimates developed from the Orlando Area office from project selection to final submission with a team of seven direct-report estimators.

**Responsibilities:** Project selection, InEight setup, specification review, sub and supplier outreach, takeoffs, pricing, and bid submission.

**Relevance:** Proficient in all aspects of estimating, knowledge of subcontractors and suppliers in the northeastern region of Florida

## RYAN FITZPATRICK - Roadway Superintendent

Ryan has been with Kiewit for 14 years. His career started as a field engineer, where he worked his way up to one of the most sought-after superintendents in Kiewit. He has worked on a variety of projects in North America from Miami, Florida to Newfoundland, Canada. Ryan brings tremendous, diverse knowledge and experience to this project.

**Superintendent** • South Terminal C CMAR Turner – Kiewit JV • Orlando FL • 9/2018 – Current

**Description:** (See project page)

**Responsibilities:** As the utility superintendent for the STC Primary Power Duct Bank self-perform project, Ryan was responsible for the workplan development and field operations execution. Ryan is currently the utility superintendent for the STC Airfield Civil self-perform project

**Relevance:** Highly experienced in managing field operations for heavy civil construction

**Reference:** Davin Ruohomaki, GOAA (Greater Orlando Aviation Authority) 407.825.3105

**Superintendent** • Airfield Repairs 2017 | Hartsfield Jackson Atlanta International Airport • Atlanta, GA • 1/2018 – 6/2018

**Description:** This \$12 million taxiway project removed and replaced concrete through multiple ten-day closure windows at the Atlanta Airport. The scope also included subgrade and lime rock.

**Responsibilities:** Managed all field operations

**Relevance:** Heavy coordination and working within tight, restricted areas

**Reference:** Norma Click, City of Atlanta Department of Aviation 404.530.5838

## ALEXA FOSMER - Lead Scheduler

Alexa has served on several alternative delivery projects across the eastern United States. Her work in developing complex preconstruction and construction schedules can be seen on projects such as the Tampa Bay Selmon Expressway Western Extension project, the Washington, D.C. Arlington Memorial Bridge Design-Build and the Lewes Rehoboth Bridges CM/and I-95 Wilmington Rehabilitation CM/GC projects in Florida.

Alexa collaborated with the client and design teams in schedule creation to capture each required project milestones to keep the project on track. Alexa specializes in developing schedules at the onset of preconstruction to include all design milestones, permitting utilities, long lead items, and construction sequencing to ensure the project remains on schedule throughout all phases. During preconstruction, Alexa is a valuable resource to perform an analysis of numerous construction sequencing options to accommodate public comments, design innovations, and project restrictions for developing the optimal construction plan. When issues arise during construction, Alexa is efficient at developing mitigation strategies to re-sequence the work and maintain the completion date.

**Lead Scheduler** • Selmon Expressway Western Extension, Design-Build • Tampa Bay, FL • 2017 - Current

**Description:** (See project page)

**Responsibilities:** Alexa helped develop a fully-integrated design and construction schedule, ensuring critical procurement and design activities were identified early in the design phase. During the design phase, several design packages did not meet the proposed milestones. Alexa tracked these delays in real-time and re-sequenced startup activities to minimize project impacts. The team held regularly scheduled meetings with all parties

involved to communicate any potential design delays and overall impacts. Alexa maintained the project schedule for the project duration, working closely with the team to accurately reflect design and construction challenges in the field.

**Relevance:** The Selmon Project is larger in contract size than the Group #2 project and was a complex design-build requiring extensive design coordination. Primavera P6 was used throughout the project and proved vital to integrating the design and construction schedule.

**Reference:** Upon Request

## Subcontractors

Kiewit has the ability, equipment, and experience to self-perform all major operations. We typically self-perform operations that are schedule-critical or where we can provide cost savings. We will evaluate our cost competitiveness with subcontractors to give Clay County the best value. We generally complete approximately 70% of the services on our projects. Kiewit is committed to ensuring the best value on every project when it comes to self-performing and subcontracting. We anticipate self-performing the following operations as examples:

- Minor clearing and grubbing
- Concrete paving if required
- Grading and base operations
- Drainage and utilities

Subcontractor engagement during preconstruction is typically done in a design-assist role. The team's benefits include identifying and mitigating risk and incorporating valuable constructability, schedule and production input, and providing cost certainty to Clay County. We will engage specialized subcontractors early in the process to ensure the best value. Below is a list of subcontractors as examples:

- Erosion control
- Lighting
- Major clearing and grubbing
- Traffic control
- Asphalt paving and milling
- Concrete flatwork
- Signage
- Pavement markings

## Pre-qualifying subcontractors and competitively soliciting subcontractor quotes.

Kiewit will first define all the project work scope packages at an early stage in preconstruction. Once these packages are defined, we will utilize our bid solicitation software, BuildingConnected, to post all project information and then advertise the solicitation to select subcontractors. With our history in this market, we understand which companies can perform, are cost-competitive, and are responsive to the project's needs. We have provided a list of local subcontractors in Section F.

## Labor and Equipment

**Labor.** Kiewit has multiple projects in Florida. We currently employ more than 500 craft employees in the region with approximately 150 local to North and Central Florida that are well-suited for roadway work, many of whom have been with Kiewit for several years and share our high-performance culture. **Equipment.** Kiewit owns an extensive equipment fleet located in the Central Florida region and has access to additional specialized equipment nationwide. With one of North America's largest equipment fleets with a replacement value of over \$2.4 billion and 23,000 pieces. The following is a detailed breakdown of available craft and a glimpse of our available equipment. A complete list of equipment will be made available upon request.

| Qty | Crew Type                   | Typical Crew Make-up                                                                                          |
|-----|-----------------------------|---------------------------------------------------------------------------------------------------------------|
| 7   | Drainage Crews              | 1 Foreman, 2 Pipe Layers, 1 Excavator Operator, 1 Loader Operator                                             |
| 3   | Pile Driving Crew           | 1 Foreman, 1 Crane Operator, 2 Pile Buck Installers                                                           |
| 5   | Excavation/ Embankment Crew | 1 Foreman, 1 Skilled Laborer, 1 Excavator Operator, Haul Truck Operators, 1 Dozer Operator, 1 Roller Operator |
| 2   | Finish Grade Crew           | 1 Foreman, 1 Skilled Laborer, 1 Motor Grader Operator, 1 Loader Operator                                      |
| 3   | MSE Wall Crew               | 1 Foreman, 2 Skilled Laborers, 2 Operators, 2 Carpenters                                                      |
| 10  | Substructures Crew          | 1 Foreman, 1 Crane Operator, 3 Carpenters, 1 Skilled Laborer                                                  |
| 6   | Superstructures Crew        | 1 Foreman, 1 Crane Operator, 4 Carpenters, 2 Skilled Laborer                                                  |
| 3   | MOT / Barrier Crew          | 1 Foreman, 3 Laborers, 1 Operator                                                                             |

| Qty | Equipment Description       |
|-----|-----------------------------|
| 14  | Sedan/SUV                   |
| 163 | 1/2 Ton and 3/4 Ton Pickups |
| 3   | Lube Trucks                 |
| 4   | Utility Trucks              |
| 7   | Small Mechanics Trucks      |
| 4   | Water Trucks                |
| 5   | Flatbed Trucks - Utility    |
| 2   | Dump Trucks                 |
| 1   | Haul Trucks                 |
| 1   | Street Sweepers             |
| 1   | Fuel Truck                  |
| 2   | Traffic Control Truck       |
| 5   | Box Truck                   |
| 10  | Utility Trailer             |
| 8   | Open Utility Trailer        |
| 3   | Extendable Flatbed          |
| 9   | Regular 48' Flatbed         |
| 1   | Regular Lowboy 50-60 Ton    |
| 12  | Dozer D-4 to D-6            |
| 1   | Backhoe Loader              |

## Pre-Award Cost and Quantities Vs. Final Construction Cost

With Kiewit, an experienced CMAR partner, involved in the design process, Clay County can construct the Project at a lower cost through innovation incorporated during the design phase. The main components that will deliver this project to Clay County at a fair, competitive price include:

- Cost-efficient design
- Competitive cost estimating
- Risk management

A primary challenge in the CMAR process is refining the design process within Clay County's cost constraints. The Kiewit team can provide immediate cost information. This essential cost information allows the Team to understand current project costs early to guide the engineering and construction efforts. On past CMAR projects, our experience has been that the best way to reduce project costs and maximize scope within the budget is to eliminate scopes of work that are either temporary in nature or are not required to achieve the project goals and to incorporate design innovations based on best practices throughout the country. While the component costs of labor

and equipment rates and anticipated productions vary little from one contractor to the next, Kiewit's ability to apply innovations and reduce temporary scope during design has proven to lower costs.

## Competitive Cost Estimating

Kiewit is well-versed in CMAR delivery and will leverage the CMAR delivery opportunities, partnering with Clay County, the Design Team, and WGI. We are confident in our ability and experience to implement innovations that will substantially impact major cost drivers providing savings and other crucial benefits to Clay County. A key differentiator of Kiewit and a significant benefit to Clay County is our ability to work with our discipline-based constructability and innovation experts at Kiewit Infrastructure Engineers (KIE). Together with Clay County, the Designers, and WGI, Nick and Christine will evaluate all alternative options developed by the Team and analyze each proposed innovation. When clearly understanding each innovation's cost, schedule, and risk, we can make the most informed and best decisions for the Project. All innovations will be tracked in a shared file, providing Clay County with a continually updated summary to see how value engineering improvements positively reduce the project cost. Our Cost Model is built utilizing Kiewit's proprietary and industry marketed estimating system, InEight Estimate, offering Clay County transparency, accuracy, and flexibility with a level of detail that enables a thorough project estimate with no surprises. We will lead upfront estimate coordination with WGI to ensure InEight Estimate will be perfectly aligned with WGI's estimating software. This will ensure accurate summary levels of detail, such as operational labor, equipment, material, subcontractor cost, and production information, which will aid in estimate comparisons during estimate reviews. This information can be filtered by work discipline and project location, with different scenarios loaded into our preconstruction schedule in real-time for forecasting purposes. Our method to ensure up-to-date estimates is to keep the estimate as real-time as possible. Our preconstruction team will continually update the cost model as the design evolves. Immediately upon preconstruction award, our team will provide an early baseline estimate. This will provide many benefits to Clay County, including:

- Allows for early alignment between Kiewit and WGI, which will streamline future estimate reviews.
- Helps the team to identify the areas where costs lie so the team can focus on cost reduction ideas that will have the biggest impact and aids in decision-making
- Future innovations can be compared to the baseline estimate to keep a running total of project savings
- Clay County can begin early planning for project funding

As the design progresses, we will update the baseline estimate and provide updated interim estimates. We anticipate that there will be estimate reviews at 30%, 60% and 90% submittals.

**FIG 2** Cost Model Example

Examples of our cost models are shown below. Each cost model starts with developing a scope package based on bid items identified. Bid items will typically be developed by the engineer with the plan set utilizing FDOT bid items. Each bid item is then tied to our Hard Dollar estimate with the ability to drill down to analyze the different cost elements included in the individual bid item.

STEP 1

| BID ITEM # | ITEM DESCRIPTION                   | QTY     | UNIT | Unit Cost | CONTRACTOR ESTIMATE |                  |                      |                        |                     |                                   |               |
|------------|------------------------------------|---------|------|-----------|---------------------|------------------|----------------------|------------------------|---------------------|-----------------------------------|---------------|
|            |                                    |         |      |           | MHR                 | Labor Total Cost | Materials Total Cost | Subcontract Total Cost | Supplies Total Cost | Construction Equipment Total Cost | Total Price   |
| 1.02       | Abutment No. 1 Excavation          | 112.0   | CY   | \$ 54.32  | 72.80               | \$ 3,521.66      | \$ -                 | \$ -                   | \$ 364.00           | \$ 2,198.64                       | \$ 6,084.30   |
| 1.03       | Abutment No. 2 Excavation          | 112.0   | CY   | \$ 54.32  | 72.80               | \$ 3,521.66      | \$ -                 | \$ -                   | \$ 364.00           | \$ 2,198.64                       | \$ 6,084.30   |
| 1.04       | Pier No. 1 Excavation              | 516.0   | CY   | \$ 106.65 | 335.40              | \$ 16,224.79     | \$ -                 | \$ -                   | \$ 28,677.00        | \$ 10,129.43                      | \$ 55,031.22  |
| 1.05       | HP 12 x 53 Steel Piling            | 5,220.0 | LF   | \$ 44.36  | 713.52              | \$ 35,801.80     | \$ 148,930.00        | \$ -                   | \$ 3,567.50         | \$ 43,243.11                      | \$ 231,542.41 |
| 1.06       | Drilled Shafts                     | 480.0   | LF   | \$ 477.59 | 49.56               | \$ 2,176.84      | \$ -                 | \$ 224,000.00          | \$ 250.00           | \$ 1,579.12                       | \$ 229,244.85 |
| 1.07       | Class 47B-3000 Concrete for Bridge | 460.3   | CY   | \$ 732.93 | 2,993.22            | \$ 146,683.13    | \$ 63,750.00         | \$ 9,206.00            | \$ 42,340.50        | \$ 75,387.13                      | \$ 337,366.75 |

**Cost Model.** The cost model shown is the cost breakdown structure (CBS), starting with FDOT bid items (Pay Item), quantity, unit of measure, and costs. Each item will include a detailed description of work and any assumptions/clarifications that were included in the cost of each bid item. This CBS example shows the direct costs for bridge deck concrete.

STEP 2

| CBS Position Code | Description                                                             | C E-(TO) Qty | C E-UOM | C E-\$/UOM     | C E-MH (Excl. Maint.) | Labor Total Cost | Materials Total Cost | Subcontract Total Cost | Supplies Total Cost |
|-------------------|-------------------------------------------------------------------------|--------------|---------|----------------|-----------------------|------------------|----------------------|------------------------|---------------------|
| 4                 | SF-003 Bridge - 180th St over BNSF and Paplo                            | 1.00         | Each    | \$3,037,724.11 | 12,520.49             | \$613,974.65     | \$1,034,080.00       | \$596,234.00           | \$304.42            |
| 4.1               | Temporary Railroad Spur / Crossings                                     | 1.00         | Ea      | \$132,075.00   | 0.00                  | \$0.00           | \$0.00               | \$4,000.00             | \$128.07            |
| 4.2               | Abutment No. 1 Excavation                                               | 112.00       | CY      | \$54.32        | 72.80                 | \$3,521.66       | \$0.00               | \$0.00                 | \$36                |
| 4.3               | Abutment No. 2 Excavation                                               | 112.00       | CY      | \$54.32        | 72.80                 | \$3,521.66       | \$0.00               | \$0.00                 | \$36                |
| 4.4               | Pier No. 1 Excavation                                                   | 516.00       | CY      | \$106.65       | 335.40                | \$16,224.79      | \$0.00               | \$0.00                 | \$28,67             |
| 4.5               | HP 12 x 53 Steel Piling                                                 | 5,220.00     | LF      | \$44.36        | 713.52                | \$35,801.80      | \$148,930.00         | \$0.00                 | \$3,56              |
| 4.6               | Drilled Shafts                                                          | 480.00       | LF      | \$477.59       | 49.56                 | \$2,176.84       | \$0.00               | \$224,000.00           | \$25                |
| 4.7               | Class 47B-3000 Concrete for Bridge                                      | 460.30       | CY      | \$732.93       | 2,993.22              | \$146,683.13     | \$63,750.00          | \$9,206.00             | \$42,34             |
| 4.8               | Precast/Prestressed Concrete Superstructure NU1800                      | 2,650.00     | LF      | \$323.62       | 1,033.00              | \$50,583.50      | \$660,400.00         | \$14,700.00            | \$5,16              |
| 4.9               | Class 47B0-4000 Concrete for Bridge                                     | 916.40       | CY      | \$741.59       | 5,736.75              | \$281,376.48     | \$121,250.00         | \$18,328.00            | \$85,47             |
| 4.9.1             | PC Girder Deck and Diaphragm                                            | 778.40       | CY      | \$390.60       | 3,703.20              | \$181,634.79     | \$0.00               | \$0.00                 | \$                  |
| 4.9.1.1           | PC Girder Deck and Diaphragm - Fab Forms                                | 1,548.00     | SF      | \$7.40         | 154.80                | \$7,592.64       | \$0.00               | \$0.00                 | \$                  |
| 4.9.1.2           | PC Girder Deck and Diaphragm - Erect and Strip Interior Deck Form (Inch | 12,720.00    | SF      | \$9.25         | 1,590.00              | \$77,986.42      | \$0.00               | \$0.00                 | \$                  |
| 4.9.1.3           | PC Girder Deck and Diaphragm - Overhang Form and Brackets               | 1,060.00     | LF      | \$74.01        | 1,060.00              | \$51,990.95      | \$0.00               | \$0.00                 | \$                  |
| 4.9.1.4           | PC Girder Deck and Diaphragm - Place / Finish / Cure                    | 778.40       | CY      | \$112.52       | 778.40                | \$38,179.01      | \$0.00               | \$0.00                 | \$                  |

**Cost Item.** Pay item 1.09 from the Summary Level Cost Model is tied directly to our InEight estimating program (Hard Dollar). The pay item can be selected to show which subordinates are included in this bid item and the level of detail included in the cost breakdown. The total costs and unit rates are broken down by labor, equipment, materials, supplies, and subcontracts. The manhours are also shown when applicable.

STEP 3

| PC Girder Deck and Diaphragm - Place / Finish / Cure |                 |                                         |               | 778.40 | CY   | \$112.52 |         |                              | 778.40      | \$38,179.01 |         |                |               |       |
|------------------------------------------------------|-----------------|-----------------------------------------|---------------|--------|------|----------|---------|------------------------------|-------------|-------------|---------|----------------|---------------|-------|
| Code                                                 | Source Assen    | Description                             | Tag 1         | Qty    | UOM  | Work Hrs | Pay Hrs | t w/o Maint. (precast) w/o M | Scale 1     | Scale 2     | Scale 3 | Work Hrs Rules | Pay Hrs Rules |       |
| 1                                                    | 1.C.01.1.03 (4) | Labor - Skilled/Grade Checker           | Craft         | 2.00   | Each | 259.47   | 259.47  | \$42.35                      | \$10,987.21 | 80.00       | 20.00   | 0.00           | 10.00         | 10.00 |
| 2                                                    | 1.C.01.4.26     | Operator RT Crane                       | Craft         | 1.00   | Each | 129.73   | 129.73  | \$53.36                      | \$6,922.79  | 80.00       | 20.00   | 0.00           | 10.00         | 10.00 |
| 3                                                    | 1.C.06.1.03     | Carpenter                               | Craft         | 2.00   | Each | 259.47   | 259.47  | \$48.97                      | \$12,705.68 | 80.00       | 20.00   | 0.00           | 10.00         | 10.00 |
| 4                                                    | 1.C.32.1.02     | Salaried Foreman                        | Craft         | 1.00   | Each | 129.73   | 129.73  | \$58.30                      | \$7,563.33  | 80.00       | 20.00   | 0.00           | 10.00         | 10.00 |
| 5                                                    | 2.02.010.00     | 3/4 Ton Pickup                          | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$15.78                      | \$2,047.19  | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |
| 6                                                    | 2.04.002.00     | Utility Trailers - Enclosed             | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$5.25                       | \$681.10    | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |
| 7                                                    | 2.15.006.00     | Rough Terrain Crane 60-69 Ton           | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$85.70                      | \$11,118.15 | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |
| 8                                                    | 2.20.004.00     | 185 CFM Air Compressor - Diesel         | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$11.85                      | \$1,537.34  | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |
| 9                                                    | 2.21.006.00     | 400 - 450 Amp Diesel Welder             | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$8.80                       | \$1,141.65  | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |
| 10                                                   | 2.32.015.00     | Bridge Deck Finisher - Gomaco C650-C750 | 2 - Kiewit Ec | 1.00   | Each | 129.73   | 129.73  | \$85.05                      | \$11,033.82 | 100.00      | 0.00    | 0.00           | 10.00         | 10.00 |

**Cost Item Breakdown.** In this example, the subordinate PC Girder Deck and Diaphragm - Place/Finish/Cure, under pay item 1.09, is expanded to show the crew detail, the number of craft, and the cost generated for this operation. This allows the level of detail to be shown on the production that was used for this operation. Production rates are based off actual past production rates on similar types of work. This level of detail can also be expanded for permanent materials, subcontracts, small tools and supplies, and any other form of project cost built into the Primary Cost Model above (Step 1).

**Comparable projects** The following projects depict additional Kiewit experience in the Project disciplines that address similar project goals.

**SOUTH TERMINAL COMPLEX (STC) CMAR PROGRAM**

GOAA selected a Kiewit JV to construct a new South Terminal Complex. Kiewit performed a critical contract that included constructing the new STC airfield drainage and paving, landside terminal, parking garage #2, central energy plant, ground transportation facility, emergency power generator, arrival and departure bridge, other facilities.

During preconstruction, Kiewit developed the individual GMP packages, which were formulated to be bid and constructed as independent projects. GOAA awarded Kiewit multiple GMPs which were ultimately self-performed, including:

- STC Landside Pile (\$14 million)
- STC Site Logistics Compound Relocation (\$43 million)
- STC Primary Power Ductbank (\$47 million)
- STC Airfield Civil Works (\$202 million)



**STC Landside Pile**

This project involved driving 860 precast concrete piles, each sized 24 inches by 24 inches, for the new STC foundation.

Utilizing a fixed lead system on a Manitowoc 2250 crawler crane, Kiewit successfully drove the 860 piles in approximately six months of construction. Each pile required an engineered two-crane pick. To complete the project on schedule, Kiewit mobilized two complete pile driving crane assemblies, resulting in four total cranes and multiple support equipment.

**STC Primary Power Ductbank**

KISC also constructed the new electrical duct bank system for the new STC. This major duct bank supplies permanent power to the new facility.

In all, Kiewit built 300,000 LF of duct bank mostly through open-cut excavation supported by trench boxes. Temporary sheet piles supported the installation of 133 manholes and boxes. Kiewit performed dewatering using wellpoint and sock drain systems to keep the site dry. Additionally, there was 5,000 LF of directional drilling using the jack and bore method for which Kiewit installed the required launching and receiving pits.

**STC Site Logistics Compound Relocation**

Kiewit was selected to relocate the airport's logistics compound under a fast-tracked CMAR contract.

This was a major component of the ongoing expansion of the STC at Orlando International Airport.

As part of the compound's construction, new utilities were installed, including water, sewer, fiber, electrical, and drainage. A sewer lift station was also constructed, which tied into the regional sewer system. All utilities were installed to comply with the City of Orlando's standards and specifications. Kiewit laid over 2 miles of new water and sewer pipe in all. A major component of the project was drainage canals and ponds.

**Construction of New Roadway and Drainage System**

Additionally, Kiewit completed a new roadway network to service the site, including grading, subgrade, base and asphalt pavement, roadway signage, and MOT during construction.

Quantities Included:

- 1,522 CY of strip topsoil
- 91,615 CY excavation/embankment
- 11,372 TN of placed and finished
- limerock
- 13,262 TN of placed and finished millings/reclaimed asphalt
- 4,434 TN of asphalt pavement
- 2,632 LF of fence

The project also accomplished major drainage upgrades that included box culverts and canal relocations necessary due to the new compound's location at one of the critical stormwater storage and conveyance areas. The scope of work included

- 230,000 CY excavation
- 200,000 CY canal excavation
- 300,000 SY finish subgrade
- 8,000 tons type B stabilization
- 183,000 SY site finish
- Rip-rap placement
- 3EA Precast box culverts

**STC Airfield Civil Works**

GOAA selected Kiewit to perform this critical contract which included constructing the new STC airfield drainage and paving. Previously, the site was a field adjacent to active runways and taxiways lacking a modern underground drainage system. The area is flat and does not drain into a nearby body of water. All water must be handled on-site and drained rapidly, in part with the assistance of rapid infiltration basins, so birds are not attracted to the site. The airfield operation has been split into dozens of phases for ease of construction and in part to ensure that surface water is always handled on-site in temporary basins or managed using wellpoint and sock drain dewatering systems relocated as operations progress.

**Client:** Greater Orlando Aviation Authority (GOAA)

**Original Contract Value:** \$1,398,936,702

**Final Contract Value:** \$1,407,936,702  
(owner-directed scope increase)

**Original Contract Duration:** 1/2017 - 3/2022

**Actual Contract Duration:** 1/2017 - 3/2022  
(on schedule)

**CMAR Fee:** Actual Cost Plus 4% of total contract value

**Reference:** Davin Ruohomaki,  
Director of Engineering and Construction,  
407.825.3105



**RELEVANCY**

Same Personnel

Roadway Improvements

Accelerated Schedule

Florida CMAR/CMGC

Prime Contractor

Stormwater Canals

The new airfield drainage and earthwork will primarily consist of:

- 20,000 LF of stormwater pipe ranging from 18-84 inches
- 4,430 LF of underdrain
- 97 manholes
- 4 large oil/grit separators
- 5,325 LF of trench drain
- 940 LF of 8-foot by 8-foot precast box culvert
- 213,000 CY of excavation
- 300,000 CY of embankment

The airfield paving required consists of:

- 566,000 SY lean concrete base
- 265,000 tons of limerock
- 540,000 SY of 18-inch concrete paving
- 47,000 SY of 12-inch concrete paving
- 12,000 SY of 6-inch concrete paving

**Coordination with Multiple Stakeholders**

Building Information Modeling (BIM) coordination was used between Kiewit throughout construction and the design team during preconstruction to identify potential issues early. The use of BIM fostered close coordination between the numerous engineers, contractors, and stakeholders working in the program. BIM coordination continued into the construction phase to monitor real-time field conditions and potential clashes.

An additional challenge is that the Kiewit scope of work occurs on either side of a separate CMAR contractor, with shared and limited site access. Work at the site is happening 24/7, so personnel, equipment, and material movements must be closely coordinated among all parties. The schedule of the airfield paving and drainage scope is heavily integrated with the Airside Terminal CMAR's contract and the jet fuel line contractor. Kiewit developed an approach that would allow as much work as possible to be underway at other locations of the airfield to minimize impacts caused by the building contractor.

**Aggressive Schedule and Multiple Contracts In One Program**

Initially, the drainage and paving scope was not in Kiewit's contract; however, due to poor performance and schedule execution, the previous contractors were removed from the project after construction had begun. Kiewit was selected to take over the work due to our approach, schedule, and realistic cost developed through the CMAR process. Kiewit's approach included completing most of the grading and utilities as soon as possible to provide more area for the paving operations. From start to finish, this operation will take approximately only two years.

|                                        | Value (\$M) | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------------------------------------|-------------|------|------|------|------|------|------|
| South Terminal Complex CMAR TK_JV      | 1,400       |      |      |      |      |      |      |
| KIEWIT SELF-PERFORM GMPs               |             |      |      |      |      |      |      |
| STC Landside Pile                      | 13          |      |      |      |      |      |      |
| STC Primary Power Ductbank             | 47          |      |      |      |      |      |      |
| STC Site Logistics Compound Relocation | 43          |      |      |      |      |      |      |
| STC Airfield Civil Works               | 202         |      |      |      |      |      |      |

## SELMON EXPRESSWAY WESTERN EXTENSION DESIGN-BUILD TAMPA, FL

**Client:** Tampa Hillsborough Expressway Authority

**Original Contract Value:** \$230,058,000

**Final Contract Value:** \$230,502,560  
(owner-directed scope increase)

**Original Contract Duration:** 9/2017 – 6/2020

**Actual Contract Duration:** 9/2017 – 5/2021  
(owner-directed changes)

**Reference:** Brian Pickard, 813-272-5987,  
brian.pickard@tampa-xway



### RELEVANCY

Same Personnel

Roadway Improvements

Accelerated Schedule

Florida Alternative Deliver Project

Prime Contractor

Stormwater Ponds

The Selmon Expressway West Extension is a 1.9-mile long tollway extension that will provide additional capacity along the Gandy Boulevard corridor (between the Gandy Bridge and the Selmon Expressway) to meet future traffic demands by separating regional and local traffic. The Selmon Extension gives regional travelers a choice to remain on Gandy Boulevard for local destinations or use the Selmon Extension for regional pass-through trips. The project extends along and above the existing Gandy Boulevard from Old Tampa Bay east to Dale Mabry Highway (S 600). The work consists of constructing an elevated roadway over the existing Gandy Boulevard, which will extend east for approximately 2.5 miles from Old Tampa Bay before merging into the existing Expressway interchange, east of Dale Mabry Highway. Kiewit worked on multiple stormwater ponds with runoff conveyances.

### Unique Aesthetics and Bridge Design

The project's signature element, the segmental viaduct bridge, features repetitive over-deck finbacks that serve as a gateway to South Tampa. The viaduct is also sufficiently elevated to provide unobstructed, below-deck views between opposite sides of Gandy Boulevard. The design features an estuary aesthetic theme, providing a connection to Tampa Bay. Organic rounded pier shapes and a contemporary graphic illustration, created with form liners, were used to achieve this unique theme. Multiple-span bifurcated steel box girder bridges provide a ramp connection and span approximately 760 feet through a varying width gore area over a CSX Railroad crossing. Florida I-Beam girder bridges were constructed for the new exit and entrance ramps at Gandy Boulevard and Dale Mabry Boulevard. Kiewit demolished the existing bridges and regraded the stormwater ponds located near the ramps.

### Maintaining Access to Local Businesses

Kiewit understands the importance of preserving mobility and maintaining business access during construction. Businesses and cross streets line this segment of Gandy Boulevard which provides access to residential neighborhoods. Our Temporary Traffic Control Plan (TTCP) has minimized temporary lane and median closures, limits the number of overall detours, and provides continuous business access. We implemented effective methods to accommodate pedestrians at all signalized intersections during roadway resurfacing and underground drainage and utility operations. Our structure operations predominantly use top-down construction, which has significantly minimized the need for closures on Gandy Boulevard. Given these concerns, public outreach is a major component of the project's success. Kiewit is working alongside the Tampa Hillsborough Expressway Authority (THEA) to provide accurate and up-to-date information to businesses and residents within the project zone by participating in town halls, providing information through a website, e-mail list, and other social media.

### Environmental Considerations

Considerations to minimize the impacts on the environment were developed during design. Minimizing the construction limits to preserve as much of the existing vegetation as possible was a key element of the roadway and drainage design. This preservation included defining the required final pond contours and the extent of excavations around pond areas. Kiewit's staging areas design used Best Management Practices to preserve as much of the existing vegetation as possible, including mature trees. The Stormwater Pollution Prevention Plan matched the construction limits and included the required temporary stormwater management design to efficiently manage site drainage during intense summer thunderstorms and other weather events.

## I-440 PAVEMENT REPLACEMENT DESIGN-BUILD NASHVILLE, TN

**Client:** Tennessee DOT

**Original Contract Value:** \$152,959,352

**Final Contract Value:** \$155,668,514  
(owner-directed scope increase)

**Original Contract Duration:** 8/2018 - 8/2020

**Actual Contract Duration:** 8/2018 - 7/2020  
(completed ahead of schedule)

**Reference:** Clayton Markham, 931-698-0294,  
clayton.markham@tn.gov



This project was the largest contract and design-build award in TDOT's history. It included widening portions of I-440 for an added travel lane in each direction in a corridor with major interchanges on the east and west ends. Other work involved bridge widening, drainage improvements, concrete ramp repairs, and building new noise walls. The project includes coordination with Nashville Electric Service and other utility owners for relocations in a narrow corridor.

In total, the project constructed 42 lane miles requiring 300,000 tons of asphalt. The pavement sections and designs vary throughout the corridor, and the team optimized pavement type during preconstruction based on the existing pavement surfaces and geotechnical and scheduling considerations. Kiewit opted to rubblize and overlay portions of the existing pavement, reducing the construction duration and cost. It also removed the risk of exposing the subgrade to weather impacts.

### Scheduling for Success

TDOT's main project goal was to provide an accelerated construction schedule to minimize significant traffic impacts to the corridor and the three interstates that it connects. To meet the goal, Kiewit bid 20 months to design and build the entire project. From day one, the Kiewit team developed and used an integrated design and construction schedule to guide the team. Exceptional performance in the design phase led to an early construction start. With a strong start, the construction team reviewed schedule status daily, weekly, and monthly. This focus on schedule allowed the team to identify resource needs early and adapt quickly to any schedule delay. Kiewit completed the project an additional two months earlier than the already aggressive schedule.

### Maintaining Safety and Vehicle Traffic

As the main southern bypass for downtown Nashville carrying 110,000 vehicles daily, it was imperative to complete the work on time and allow travelers full use of the roadway as quickly as possible. Also, well-attended events in the city prohibited construction work on certain weekends, when traffic would ordinarily be lighter and more conducive to operations. The project was built in two major phases,

which allowed for minimal use of temporary pavement. Bridge work was performed during a complete closure of the I-65 interchange for one weekend. Careful planning for that closure began months in advance, including four meetings with TDOT to review plans and scheduling. Stakeholders, including CSX Railway, each had their unique concerns. Through regular coordination meetings, all matters were considered and addressed.

### Upgrading the Roadway Drainage System

Coinciding with the pavement reconstruction, much of the roadway drainage in the corridor was inadequate. The major drainage work included:

- Demolishing and removing nearly 10,000 LF of the existing pipe and 166 inlets and manholes
- Placing nearly 16,000 LF of new RCP, which was up to 54 inches wide and more than 15 feet deep
- Placing, modifying, or capping 200 inlets and manholes
- Cleaning and maintaining 40,000 LF of the existing pipe
- Installing temporary drainage during construction consisting of pipe, structures, and temporary earthen ditches
- Installing over 100,000 LF of longitudinal and lateral underdrain
- Excavating over 100,000 CY of material while maintaining positive drainage away from the roadway
- Two pipe runs required significant support of excavation due to the 20-foot-deep location and the surrounding geologic conditions

### Innovative Environmental Solutions

Kiewit used sustainable practices through operations such as reclaimed concrete pavement as the new road base and reclaimed asphalt pavement and shingles in the asphalt mix design. The drainage pipe from the existing system was removed, cleaned, and crushed for use as aggregate. Additionally, Kiewit recycled other construction materials, keeping waste out of landfills. These practices generated multiple benefits, including waste reduction and cost savings, while not sacrificing quality.

## Resources and Capabilities

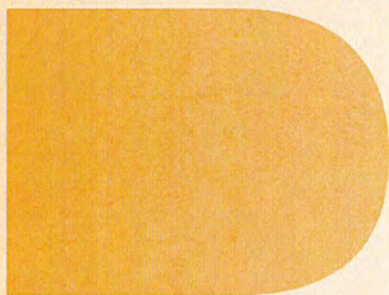
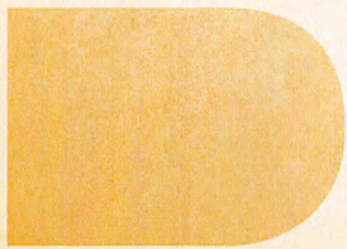
**TABLE 3** Unique Resources

| UNIQUE RESOURCE                                                                                                                                                                                                      | PRECONSTRUCTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CONSTRUCTION                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>KIE</b> Construction-driven engineering division with 1,000+ designers, providing temporary and permanent design nationwide. VDC Model experts available to create 3D models of the Project.                      | <ul style="list-style-type: none"> <li>Design support and independent evaluations of alternate concepts and innovations, such as wall and bridge types</li> <li>Constructability input by technical experts</li> <li>3D model development of design options to accurately quantify different scopes</li> <li>Evaluate pavement type selection</li> </ul>                                                                                                                                    | <ul style="list-style-type: none"> <li>Experts available to resolve challenges caused by changing site conditions</li> <li>In-house temporary design for construction methods such as Support of Excavation (SOE) and girder erection</li> <li>3D model can be interfaced with equipment's grade control, improving quality and safety and used to effectively plan material flow</li> </ul>                                           |
| <b>Kiewit Foundations Group</b> In-house construction and design specialists on foundation selection and constructability.                                                                                           | <ul style="list-style-type: none"> <li>Provide technical support for all ground and slope stabilization as well as concepts and innovations</li> <li>Valuable input on foundation options along with cost and schedule</li> </ul>                                                                                                                                                                                                                                                           | <ul style="list-style-type: none"> <li>Ability to self-perform all foundations type work ground improvements, support of excavation and drilled shafts</li> <li>Reduced risk of change orders due to involvement during preconstruction, falls under Kiewit's responsibility</li> </ul>                                                                                                                                                |
| <b>National Resources with a Local Footprint</b> A nationwide firm with significant resources.<br>20,000 craft (500 local)<br>10,000 staff (200 local)<br>8,000 pcs/equipment (500 local)                            | <ul style="list-style-type: none"> <li>Staff availability and consistency to provide preconstruction services</li> <li>Understanding of labor and equipment availability in Florida to more accurately develop cost estimates</li> <li>Minimal move and housing costs with local staff and labor</li> </ul>                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>Resources will be available and fit well with our current projects in Florida</li> <li>Skilled in-house staff to supplement dedicated personnel as needed</li> <li>Ability to draw from nationwide resources</li> <li>Plan and schedule are not limited by available resources</li> </ul>                                                                                                       |
| <b>CMAR Professionals</b><br>A long history of CMAR success along with expert personnel provides FDOT confidence, trust, and reliability to meet and exceed all Project goals.                                       | <ul style="list-style-type: none"> <li>Well-defined/proven practices leveraging team collaboration to optimize design and construction</li> <li>Accomplished in providing Opinion of Probable Costs (OPCs) and severable packaging</li> <li>Technical experts performing constructability reviews and VE/innovative ideas</li> </ul>                                                                                                                                                        | <ul style="list-style-type: none"> <li>Construction team involved with preconstruction for a seamless transition to construction</li> <li>Ability to begin construction while preconstruction continues</li> <li>Seasoned experts in public safety/involvement</li> <li>Formal quality management plan to deliver a long-lasting Project</li> </ul>                                                                                    |
| <b>Florida Highway and Bridge Experts</b><br>A notable portfolio including I-95 Cocoa Beach, Western Beltway, and Bear Cut Bridge.                                                                                   | <ul style="list-style-type: none"> <li>Established relationships with local stakeholders</li> <li>Familiarity with FDOT design standards and CMAR processes</li> <li>Familiarity with the required planning and coordination of environmental agencies to adhere to all regulations</li> <li>MOT plans incorporating the safest and most effective options from successful experience</li> <li>Design review and constructability comments led by experts in interstate roadways</li> </ul> | <ul style="list-style-type: none"> <li>Maintain high traffic volumes safely/efficiently</li> <li>Expertise in advancing the construction schedule in cold weather and other similar weather conditions</li> <li>Established relationships with local subcontractors and suppliers</li> <li>Experienced and reliable local craft and staff resources with availability that align perfectly with the start of this project</li> </ul>   |
| <b>Self-Perform Capabilities</b><br>Capable of self-performing major work scopes such as bridge construction, retaining walls, grading, and roadway.                                                                 | <ul style="list-style-type: none"> <li>Ability to effectively price and provide design input.</li> <li>Ensures effective constructability reviews</li> <li>Incorporate accelerated construction techniques into the project plan and schedule</li> <li>Database of recent, local self-performed productions to ensure competitive estimate</li> </ul>                                                                                                                                       | <ul style="list-style-type: none"> <li>Reduces risk by providing more control over the schedule</li> <li>Will continue to maintain DBE and other local contractors economic opportunities</li> <li>Improves overall safety to the traveling public by utilizing Kiewit's proven safety procedures</li> <li>More control over final project</li> <li>Ability to mobilize additional resources quickly based on project needs</li> </ul> |
| <b>Quality Management System</b> Comprised of an ISO-certified Quality Manual and supporting Standard Operating Procedures (SOPs) and standard market-based procedures, forms and checklists - used on all projects. | <ul style="list-style-type: none"> <li>Design reviews aligned with our QMS beginning early in the process</li> <li>Construction quality is a big consideration during design reviews, such as girder lengths and picking locations, or wall panel sizes for highest quality installation</li> <li>VE/innovative ideas validated with the QMS</li> </ul>                                                                                                                                     | <ul style="list-style-type: none"> <li>Construction meets contract requirements</li> <li>All operations have a detailed plan to ensure work is performed right the first time</li> <li>Defined process when corrections are needed</li> <li>Proper documentation is maintained</li> <li>Standardized processes and procedures</li> </ul>                                                                                               |
| <b>Kiewit Supply Network (KSN)</b> Our central purchasing group is responsible for purchasing and expediting tools, equipment and materials for projects.                                                            | <ul style="list-style-type: none"> <li>Minimizes project costs by leveraging volume spending on purchases such as girders, concrete and asphalt oils</li> <li>Increases cost accuracy by providing escalation models across all cost categories</li> </ul>                                                                                                                                                                                                                                  | <ul style="list-style-type: none"> <li>Heightens the ability to prevent delays in procurement of permanent materials</li> <li>Track and report DBE participation to ensure accurate reporting to FDOT</li> </ul>                                                                                                                                                                                                                       |



**BTP**  
Group #1 Projects

# WORKLOAD



## B. WORKLOAD

For five decades KISC has dedicated, at peak over 200 staff personnel working throughout Florida. We routinely execute multiple contracts concurrently for the Florida Department of Transportation, South Florida Water Management District, USACE Jacksonville, along with Orange, Duval, and Miami-Dade Counties to name a few. Our experiences have provided us with a deep and diverse pool of professionals who have similar experience that are ready to execute the Group #1 Projects for Clay County.

### Concurrent Similar Projects

Table 4 indicates number and size of concurrent construction projects currently being performed in the Florida offices including Personnel (Staff and Craft) assigned to each project; the stage of completion of each project; and the status of each project relative to completion schedules.

### Reasons for any Delayed Projects

The current status of the listed projects are On-Time, therefore there are no reasons for delay.

### Projected Personnel Availability

Kiewit currently has 1,590 staff and craft in Florida. By the start of construction of the BTP Group 1 projects, we will have approximately 300 staff and craft available to be committed to the project.

**TABLE 4** Concurrent Similar Projects

| PROJECT NAME, LOCATION                                 | DELIVERY                 | OWNER                                                       | \$VALUE     | START   | END     | STATUS  | PERSONNEL |
|--------------------------------------------------------|--------------------------|-------------------------------------------------------------|-------------|---------|---------|---------|-----------|
| Comprehensive Infrastructure for Tampa's Neighborhoods | Progressive Design-Build | City of Tampa, Florida                                      | 200,000,000 | 7/20/20 | 1/1/24  | On-Time | 5         |
| Madison Station                                        | Bid-Build                | City of Nashville                                           | 4,389,030   | 1/25/21 | 6/25/22 | On-Time | 11        |
| CERP BBCW Pump Station S-709                           | Bid-Build                | United States Army Corps of Engineers Jacksonville District | 7,497,510   | 6/5/20  | 4/23/22 | On-Time | 8         |
| Ponce Inlet North Jetty                                | Bid-Build                | United States Army Corps of Engineers Jacksonville District | 7,015,443   | 8/19/20 | 3/3/22  | On-Time | 10        |
| Murphy Road Bridge Replacement                         | Bid-Build                | Martin County                                               | 4,525,394   | 2/8/21  | 2/8/22  | On-Time | 11        |
| STC Airfield Civil Works                               | CMAR/CMGC                | Turner-Kiewit Joint Venture                                 | 201,697,954 | 6/20/19 | 1/1/22  | On-Time | 60        |
| Herbert Hoover S-284/HP-5                              | Bid-Build                | United States Army Corps of Engineers Jacksonville District | 23,899,906  | 5/9/19  | 9/24/21 | On-Time | 10        |
| Herbert Hoover S-288/HP-1                              | Bid-Build                | United States Army Corps of Engineers Jacksonville District | 18,160,538  | 9/10/18 | 6/30/21 | On-Time | 5         |
| S-191A Pump Station                                    | Bid-Build                | South Florida Water Management District                     | 32,085,588  | 10/1/18 | 4/5/21  | On-Time | 6         |
| US-1 St. Augustine Reconstruction                      | Bid-Build                | Florida Department of Transportation                        | 15,445,000  | 4/15/21 | 4/15/23 | On-Time | 15        |
| Railroad Ave                                           | Bid-Build                | South Carolina Department of Transportation                 | 13,382,516  | 3/1/21  | 9/1/22  | On-Time | 12        |



**BTP**  
Group #1 Projects

# FINANCIAL RESPONSIBILITY

## C. FINANCIAL RESPONSIBILITY

**Form of Business:** Corporation

**Years in Business:** 51

**Financial Statement:** Included in a separate envelope

**KISC has operated under the Current Corporate name for the last 10 years:**

The current corporate name, Kiewit Infrastructure South Co., was established in 2010.

Gilbert Corporation of Delaware Inc. (11/18/1969-1991)

Gilbert Southern Corp. (3/12/1991 - 2006)

Kiewit Southern Co. (3/30/2006 - 2010)

### Bank References:

**Name of Bank:** Bank of America

**Address:** One Bryant Park, 18th Floor, New York, NY 10036

**Account Manager:** Mukesh Singh

**Phone:** 646.743.2640

**Email:** msingh64@bofa.com

**Name of Bank:** First National Bank

**Address:** 1620 Dodge Street, Omaha, NE 68197

**Account Manager:** David S. Erker - Vice President

**Phone:** 402.602.3207

**Name of Bank:** PNC Bank

**Address:** 120 South Central Avenue, 8th Floor, Clayton, MO 63105

**Account Manager:** Thomas S. Sherman - Sr. Vice President

**Phone:** 314.898.1205

**BANK OF AMERICA** 

One Bryant Park, 18<sup>th</sup> Floor  
NY 10036-1801  
New York, NY 10036

May 19, 2021

Clay County Purchasing Department  
477 Houston Street, 4<sup>th</sup> Floor  
Green Cove Springs, FL 32043

**REF:** RFQ No. 20/21-44, CMAR Services for the Bonded Transportation Program Group #1 Projects

**SUBJECT:** Bank Credit Reference Letter

To whom it may concern:

In support of Kiewit Infrastructure South Co., we are pleased to provide the following information.

Kiewit Infrastructure South Co. is a wholly-owned indirect subsidiary of Kiewit Corporation (the "Company"). The Company has maintained a banking relationship with our bank since 1982. It is well known to us and has maintained its relationship with us in a satisfactory manner.

The Company has a \$500 million revolving credit facility in place maturing December 6, 2024 ("Credit Facility"). Currently, there is \$500 million of availability on that Credit Facility. Availability under the Credit Facility is subject to the Company being in compliance with the underlying terms under the Credit Agreement. To date, we are not aware of any breach of any of the obligations under the Credit Facility. We stand ready to address additional credit needs for the Company and its related entities, including Kiewit Infrastructure South Co. as they may arise.

Please note that the information set forth in this letter is subject to change without notice, and is provided in strict confidence, without any responsibility or liability on the part of Bank of America, N.A., its affiliates or any of its affiliates' directors, officers or employees. Bank of America, N.A. undertakes no responsibility to update the information set forth in this letter.

Sincerely,

BANK OF AMERICA, N.A.

By:

Name:   
Mukesh Singh

Title: Director



**BTP**  
Group #1 Projects

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**EXPERIENCE WORKING WITH DESIGN  
CONSULTANTS, CEI, OWNER'S REPRESENTATIVES  
AND MUNICIPALITIES, WHILE MINIMIZING  
CHANGE ORDERS AND CONTRACTOR CLAIMS**

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## D. EXPERIENCE WORKING WITH DESIGN CONSULTANTS, CEI, OWNER'S REPRESENTATIVES AND MUNICIPALITIES, WHILE MINIMIZING CHANGE ORDERS AND CONTRACTOR CLAIMS

### Preconstruction Approach

Kiewit understands project success can only be achieved through a collaborative team effort building trust with open, frequent and effective communication. Our management practices include the use of a zipper plan, executive partnering meetings, workshops, and discipline-specific meetings. Kiewit will work with Clay County, WGI, the Designer, and the CEI to develop and implement a Project Communications Plan that effectively delivers information, keeps the entire team apprised, and resolves issues quickly. The Plan will maintain a consistent meeting schedule that incorporates the use of project management tools for real-time and detailed information sharing. With these practices and tools, Clay County and WGI will always have access to the most current information.

**Superintendent Involvement in Preconstruction.** Our key superintendents will be involved in the preconstruction phase to perform detailed constructability reviews. Early involvement reduces future RFIs and change orders while also lowering cost and risk. Early involvement from the "builders" will also aid in planning construction operations to ensure the work is constructed on schedule with high quality.

### Design Collaboration

Kiewit achieves true collaboration by understanding the CMAR role during design/preconstruction actively participating, listening, and being a team player. The CMAR has a clear supporting role in design development, including providing timely feedback to the team. We will be an active partner in structured workshops for constructability reviews and value engineering. The other collaborative aspect of the process is day-to-day interaction, whether face-to-face or remotely, in which our core preconstruction team will be fully engaged.

Our team provides input as needed by looking at sections of the design during development via informal reviews, providing trade-off cost and schedule analysis for design options, and guiding the design to accommodate the most cost-effective means and methods. Early in the project, our Team will develop and continuously update an integrated design, preconstruction, and construction schedule. Kiewit will work with the design team to develop this fully integrated schedule with clear lines detailing relationships between key aspects and responsible parties.

### We will employ the following approach and tactics to collaborate and foster open communication:

- Through the initial Project Kick-Of Meeting, the entire team will participate in a two-day event to align expectations and introduce the significance of collaboration. Building strong relationships with all the parties involved, including Clay County, WGI, the Designers, the CEI, and other key stakeholders will be our focus.
- We will implement a Project Zipper Plan that will detail the chain of communications by aligning the Team to build strong, positive relationships with all parties and establish an effective communication flow between Clay County, WGI, the Designer, the CEI and Kiewit staff. The Plan identifies counterparts for all personnel throughout the organizations for clear lines of communication laterally and vertically.
- Kiewit will hold Weekly Progress Meetings with the team to communicate the progress of the Project, including safety, quality, and schedule. These weekly meetings provide for direct communication and the opportunity for issue discussion and resolution to keep the Project moving forward.
- Our team utilizes Cloud-based Technology to house project documents, communication logs and reports, and the Project Dashboard. All entities working on the Project have access, allowing for information to be easily and clearly disseminated.
- Co-locating provides a face-to-face collaborative environment and promotes a partnering atmosphere. The key personnel from Kiewit will be co-located in Clay County and our value-added staff will attend all meetings virtually or in-person as needed.

## Task Force Meetings

Our approach to providing impactful constructability concepts into the design is centered around organized collaboration by major discipline through Task Force Meetings. A Task Force Meeting is a design optimization meeting with all key personnel to that discipline where Clay County/WGI Inc. can provide insight to design feature preferences. The Design Team would offer design criteria and options, and Kiewit would provide constructability, innovations, risk mitigation, schedule, and cost feedback.

Task Force Meetings (depicted below in **Fig. 3**) will be attended weekly by key team members and value-added staff from KIE, based on their area of expertise, to provide effective communication and coordination between the major project components, including critical design work activities and action items. Task Force disciplines will be organized and led by a member of WGI, Inc. (Owner's Representative) FDOT, the Designer, and Kiewit.

**FIG 3** Task Force Meetings



This forum also allows subject SMEs to discuss alternative design and construction concepts, identify challenges, evaluate options, and implement solutions that provide the best value to the Project (considering both the short and long term). In addition, Clay County, key project stakeholders, and key subcontractors and suppliers are invited to topic-specific meetings to provide valuable input in the decision-making process. The ultimate goal of Task Force Meetings is to reach the most economical design and construction solutions for major project features while supporting Clay County's interests and project goals.

## Minimizing Change Orders and Contractor Claims Post Design

As highlighted throughout our proposal, we have a significant amount of CMAR experience. Our preconstruction process reduces change orders and contractors claims by addressing issues and risks before construction, involving key subcontractors early, and incorporating technical subject matter experts into the team to review and provide innovative design solutions.

On nearly \$500M in recent CMAR projects, Kiewit has only executed \$16M in change orders (3% of contract value), primarily tied to acceleration and added scope. Our track record of identifying all project costs and risks during preconstruction leads to a smoother construction project with minimal modifications.

## Method for addressing claims on all projects and alleviating issues on this project:

We will employ a partnering approach to this project. Developing a highly collaborative working relationship with Clay County will allow open communication, teamwork, and cooperation to become the standard beginning in preconstruction. Executive partnering sessions between Kiewit and Clay County leadership and project stakeholders will establish protocols to enhance collaboration and allow for issue resolution in a transparent framework that fosters mutually beneficial solutions. Lastly, we will support a robust risk identification and mitigation process that significantly reduces changes in the field and assigns the appropriate contingencies to risk items that cannot be eliminated. We have successfully completed all previous CMAR projects with outstanding budget performance and no claims.



**BTP**  
Group #1 Projects

# CONTRACTOR'S ACCOMPLISHMENTS AND SAFETY RECORD

# E. CONTRACTOR'S ACCOMPLISHMENT & SAFETY RECORD

## Completed Construction Projects with Similar Scope

See [Table 5](#), below.

## Accomplishments and Awards

See [Table 6](#), on the next page

### Clay County Experience

Kiewit Infrastructure South Co. (KISC), has performed no work for Clay County in the last 5 years.

KISC has performed work in Nassau, Duval, St. John's Counties in the last 5 years and has a project site located in St. Augustine.

## Safety / OSHA

Our award-winning safety program has been a core company value since its founding in 1884. This approach results in significant reductions in workers' compensation premiums, requires and encourages full engagement of workers, and increases productivity while enhancing overall business operations. Safety, both for the team and the public traveling through the worksite, is as critical to the team's operations as planning, scheduling, and building the work. The team will also prioritize public safety in its construction planning and execution. Some of our team's safety goals include:



### Providing for the prevention of jobsite injuries and illnesses.

Our Safety Manager will take the lead in developing a site-specific safety plan and hazard mitigation exercise so our safety culture, 'Nobody Gets Hurt', is fully realized.

### Protecting the traveling public and stakeholders surrounding the project site.

Undertaking joint analyses with the stakeholders will identify areas of concern and maintain safety. The team will work to provide advance notice of construction activities to residents and businesses impacted by the Project.

**TABLE 5** Recently Completed Projects

| PROJECT NAME, LOCATION                                                               | DELIVERY     | OWNER                                                       | \$VALUE     | START    | END      | STATUS  | REFERENCE                                                                    |
|--------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------|-------------|----------|----------|---------|------------------------------------------------------------------------------|
| SR-5/US-1 over Cow Key Channel Bridges                                               | Bid-Build    | Florida Department of Transportation                        | 6,757,221   | 3/16/20  | 1/11/21  | On-Time | Andres Berisartu, Resident Engineer, 305.640.7433                            |
| STC Primary Power Duct Bank                                                          | CMAR/CMGC    | Greater Orlando Aviation Authority                          | 46,904,745  | 7/16/18  | 12/26/20 | On-Time | Davin Ruohomaki, GOAA Director of Engineering and Construction, 407.825.3105 |
| HJIA Concourse T 2A                                                                  | Bid-Build    | SNFS JV                                                     | 9,974,995   | 7/1/19   | 11/30/20 | On-Time | Andrew Holbrook, Project Manager, 404.360.1436                               |
| T6477 Irma Repairs                                                                   | Bid-Build    | Florida Department of Transportation                        | 2,106,674   | 8/5/19   | 10/7/20  | On-Time | Andres Berisartu, Resident Engineer, 305.640.7433                            |
| I-440 Pavement Replacement                                                           | Design-Build | Tennessee Department of Transportation                      | 155,668,514 | 8/16/18  | 7/24/20  | On-Time | Clayton Markham, Owner Project Manager, 931.698.0294                         |
| St. John's River Bridge                                                              | Bid-Build    | Florida Department of Transportation District 5             | 3,560,911   | 7/30/19  | 5/8/20   | On-Time | George Gault, Owner's Representative, 407.718.0907                           |
| McIntosh Security Checkpoint                                                         | Bid-Build    | Broward County, Florida                                     | 1,720,600   | 10/1/18  | 5/1/20   | On-Time | Don Ellis, Construction Manager, 954.523.3404                                |
| STC Site Logistics Compound Relocation                                               | CMAR/CMGC    | Turner-Kiewit Joint Venture                                 | 42,646,682  | 4/1/19   | 12/26/20 | On-Time | Davin Ruohomaki, GOAA Director of Engineering and Construction, 407.825.3105 |
| MemFix 4 Construction                                                                | CMAR/CMGC    | Tennessee Department of Transportation                      | 54,643,798  | 1/8/18   | 6/30/19  | On-Time | Lia Obaid, Director of Construction, 615.741.2414                            |
| STC Landside Piles                                                                   | CMAR/CMGC    | Turner-Kiewit Joint Venture                                 | 13,555,215  | 10/19/17 | 10/2/18  | On-Time | Davin Ruohomaki, GOAA Director of Engineering and Construction, 407.825.3105 |
| Bakers Haulover                                                                      | Bid-Build    | Florida Department of Transportation                        | 8,936,709   | 1/8/17   | 8/1/18   | On-Time | Mario Cabrera, Construction Engineer, 305.640.7445                           |
| Herbert Hoover Dike Rehabilitation Structure Replacements S-267 (C-6) Reconstruction | Bid-Build    | United States Army Corps of Engineers Jacksonville District | 16,092,868  | 10/1/15  | 4/26/18  | On-Time | Jose Rosa, Project Manager, 561.371.5873                                     |

## Maintaining exceptional compliance with laws and regulations.

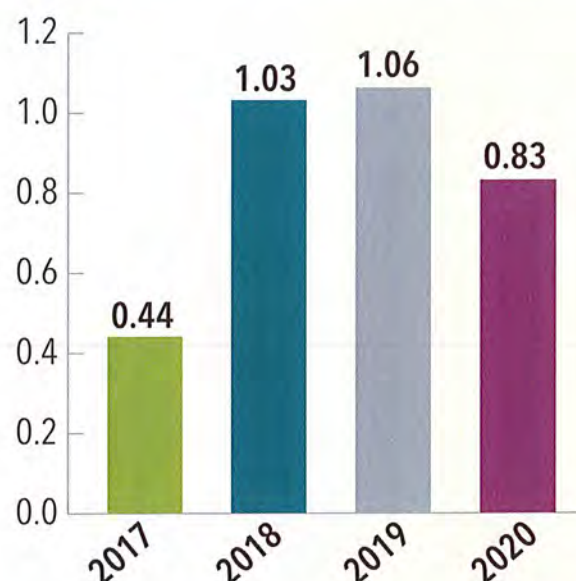
Monthly safety audits (including site tours) highlight safety conditions, including any deficiencies that require improvement and will provide assurances for the team's commitment to safety.

## Prioritizing the health and safety of every worker onsite.

An incident management plan will be an integral part of the safety program, including coordination with local emergency services.

With safety at the core of what we do, our safety manager will develop a job-specific Safety Plan that addresses the specific hazards that this work presents. We will identify the top safety risks, also known as Life Saving Actions, and develop mitigation strategies. We will build a culture of safety throughout the craft and staff using monthly all-staff meetings, weekly foreman training, job hazard analysis, safety audits and inspections, and regular management engagement. We will also celebrate our successes at each Project milestone.

**FIG 4** Legal Entity Incident Summary – 2017-2020



2019 industry average was 2.8

**TABLE 6** Awards

| PROJECT                                                                         | AWARD                                                                        | ORGANIZATION/ASSOCIATION                                                             |
|---------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Orlando South Airport Intermodal Terminal CMAR                                  | Commercial Service Airport Project                                           | Florida Department of Transportation                                                 |
| Orlando South Airport Intermodal Terminal CMAR                                  | Award of Merit                                                               | ENR Southeast Best Projects                                                          |
| Rehabilitation of the Bear Cut and West Bridges on the Rickenbacker Causeway DB | Best Project Rehabilitation & Restoration                                    | Design-Build Institute of America (DBIA) - SE                                        |
| TBW Reservoir DB                                                                | Grand Award                                                                  | Florida Institute of Consulting Engineers (FICE)                                     |
| TBW Reservoir DB                                                                | Honor Award                                                                  | American Council of Engineering Companies (ACEC)                                     |
| TBW Reservoir DB                                                                | Project of the Century                                                       | Florida Department of Environmental Protection (FDEP)                                |
| NW 12th Avenue Bascule Bridge Replacement                                       | Florida's Best in Construction                                               | Florida Transportation Builders Association (FTBA)                                   |
| Nashville I-40 Fast Fix 8 CMAR                                                  | Best Project Highway/Bridge Category                                         | Engineering News-Record (ENR) - Southwest                                            |
| Nashville I-40 Fast Fix 8 CMAR                                                  | Commissioner's Top Quality Award - large project category                    | Texas Department of Transportation                                                   |
| Nashville I-40 Fast Fix 8 CMAR                                                  | Construction Management Civil                                                | Alliant Build America                                                                |
| Nashville I-40 Fast Fix 8 CMAR                                                  | John L. Martin Partnering Award Excellence in Partnering - Honorable Mention | International Partnering Institute                                                   |
| Nashville I-40 Fast Fix 8 CMAR                                                  | Transportation - Constructed value less than \$100 M                         | Construction Management Association of America (CMAA) - South Atlantic Chapter (SAC) |
| I-95 Cocoa Beach Widening and Rehabilitation                                    | Florida's Best in Construction                                               | Florida Transportation Builders Association (FTBA)                                   |
| Florida I-595 Interchange                                                       | Bridge Award                                                                 | American Institute of Steel Construction (AISC)                                      |
| SW 2nd Avenue Bascule Bridge                                                    | Award of Excellence                                                          | McGraw Hill - Southeast Construction Magazine                                        |
| Bakers Haulover Bridge                                                          | Florida's Best in Construction                                               | Florida Transportation Builders Association (FTBA)                                   |



**BTP**  
Group #1 Projects

# LOCATION

## F. LOCATION

### Local Office and Presence

Kiewit Infrastructure South Co. (KISC), a subsidiary of Kiewit Corporation (Kiewit), maintains client relationships through a decentralized network of district and area offices located throughout the United States. Our local office is in Orange County, situated centrally on the east coast of Florida, when awarded BTP Group #1 projects Kiewit will open an office in Clay County. We also have a project site office located in St. Augustine. Our corporate headquarters is in Omaha, Nebraska.

Through this network, Kiewit Corporation's operating subsidiaries are competitive local contractors with the backing of a financially stable, national firm. With a nearly unlimited bonding capacity and annual construction revenues above \$9 billion, Engineering News-Record consistently ranks employee-owned Kiewit Corporation as one of America's top five domestic general contractors.

Kiewit's roots can be traced back to 1884, when the Kiewit family started its small, local masonry contracting company. Kiewit has since grown to be one of the leading construction and engineering firms across North America. With more than 10,000 full-time employees, Kiewit and its operating subsidiaries have built some of the most extensive and challenging rail and infrastructure projects in North America. Our depth of expertise, coupled with an unparalleled commitment to safety and quality, makes Kiewit the first choice for rail and infrastructure construction projects across the U.S.

KISC has played a significant role in building infrastructure throughout the fast-growing southeastern United States. Since the 1970s, we have been constructing projects from Maryland to Florida and west to Louisiana, performing bridge, highway, paving, and heavy grading work. Since then, we have expanded our capabilities to include dams, water and wastewater facilities, transportation, heavy civil, roadway, airport, and infrastructure work.

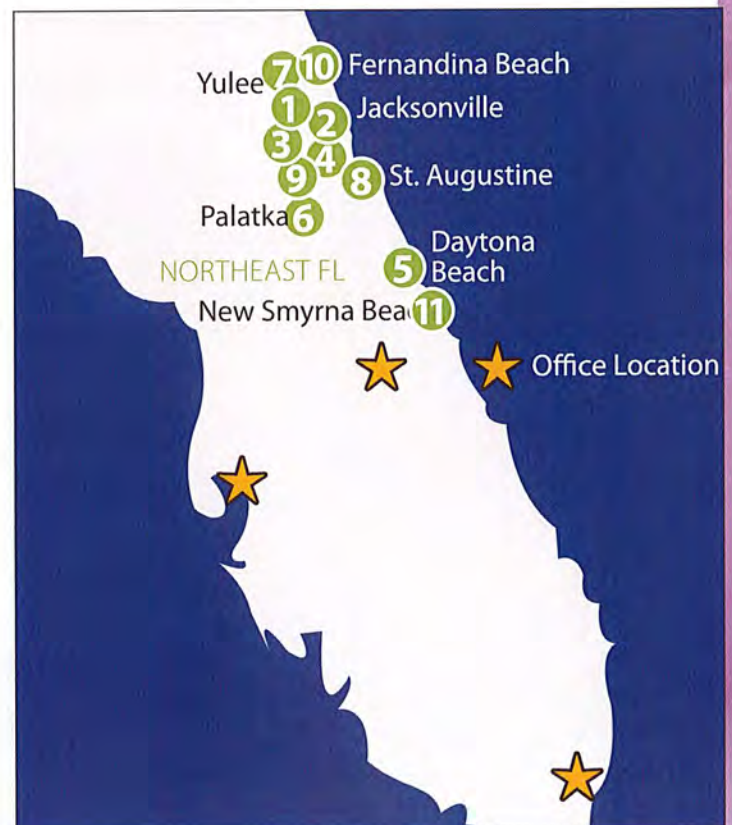
### Local Subcontractors

The following list represents subcontractors we are using on our project in St Augustine or regularly get quotes from.

- James D. Hinson Electrical Contracting Co., Inc. - Jacksonville, FL - Electrical lighting and Signage
- J.D. Hinson Company - Jacksonville, FL - Civil Construction
- TRP Construction Group, LLC - St. Augustine, FL - Pavement Marking & Stripping
- Traffic Control Products of Florida, Inc - Jacksonville, FL - MOT / Temporary Barrier Wall
- Preferred Materials - Jacksonville, FL - Asphalt Milling & Paving
- Duval Paving, LLC - Jacksonville, FL - Asphalt Milling & Paving
- Atlantic Coast Asphalt - Jacksonville, FL - Asphalt Milling & Paving
- Acme Barricades - Jacksonville, FL - MOT / Temporary Barrier Wall / Traffic Signage

**FIG 5** Northeast Florida Experience

|    | PROJECT                           | LOCATION             | COUNTY  | VALUE (\$M) | OWNER             |
|----|-----------------------------------|----------------------|---------|-------------|-------------------|
| 1  | Acosta Bridge                     | Jacksonville         | Duval   | 8           | FDOT              |
| 2  | McGirts Trout River Bridge        | Jacksonville         | Duval   | 1           | CSX               |
| 3  | Dames Point Bridge Rehab          | Jacksonville         | Duval   | 3           | FDOT              |
| 4  | Heckscher Bridge Repair           | Jacksonville         | Duval   | 4           | FDOT              |
| 5  | Ponce Inlet North Jetty           | Daytona Beach        | Volusia | 7           | USACE             |
| 6  | Seminole Generating Station       | Palatka              | Putnam  | 590         | Seminole Electric |
| 7  | St. Mary's Swing Bridge           | Yulee                | Nassau  | 4           | FDOT              |
| 8  | US-1 St. Augustine Reconstruction | St. Augustine        | Clay    | 15          | FDOT              |
| 9  | US-17 Jacksonville Reconstruction | Jacksonville         | Duval   | 4           | FDOT              |
| 10 | Amelia Island Shore Stabilization | Fernandina Beach     | Nassau  | 4           | State of Florida  |
| 11 | US-1 Rose Bay Bridge              | New Smyrna Beach, FL | Volusia | 5           | FDOT              |





**BTP**  
Group #1 Projects

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# APPROACH AND WORK PLAN

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## G. APPROACH AND WORKPLAN

### Understanding of Project Scope and Objectives

#### Methodology of Construction for working with Multiple Projects Concurrently

Kiewit will manage this Program as one project, similar to the Orlando International Airport New Terminal C at \$1.4 Billion or constructing the 42 lane miles along I-440 in Tennessee as shown in our Referenced Projects. Kiewit manages and breaks down the Program into sections of work similar to the Clay County Program – Project #3 and #4 (A&B).

Kiewit will have a Project Manager, Project Engineer, Scheduler and General Superintendent for the Program. Then we will have a similar organization chart for each Project: Superintendent, Engineer and Foremen.

Each Project rolls-up into the Program for all aspects including planning. Planning is not only a large differentiator between KISC and most other contractors, it is a fundamental operational process at KISC; one of “the basics”. This process drives success in many areas of our business including safety, quality, issue mitigation, cost versus budget, client relations, and regulatory compliance.

KISC has long used a regimented approach and process on all our projects, known as “The Pillars of Planning.” Here are the four pillars:

- Planning management
- Development of work plans & packs
- Planning execution
- Post planning execution

#### Planning Management

- **Estimate Handoff.** During this meeting, the project construction team and the estimator(s) will thoroughly review every detail of the estimate, including assumptions, equipment, productions, crew build-ups, materials, and supplies. This ensures our construction team understands the thought process used to estimate the project operations and allows them to schedule and plan the operations in the correct sequence safely, on-time, and under-budget.
- **Plan the Plan.** This plan is a schedule of all planning and resources that will be needed on a project. Along with the standard items from the project start-up matrix, the job team determines what operations need a plan, when the plan is needed, and who will assemble the plan. This plan is managed and tracked by the project manager to ensure planning is completed on-time to support construction.

- **Project Readiness Reviews.** These reviews are the “exit review” meeting used to determine that the project is planned to the degree that it is prepared to go to work. The time dedicated to preparing for this meeting will pay off tremendously once the project starts. This is also a great opportunity to set the right tone on the job for our planning efforts. An Exit Review meeting book must be prepared. Items to be reviewed include safety, quality, compliance, environmental, indirects, operations, and equipment, etc. Only a project obtaining a “pass” is deemed ready to begin construction.

#### Development of Work Plans and Packs

- **Work Plans.** The Work Plan is a series of combined documents within a predetermined location, phase, area, or other grouping determined by project management.
- **Work Packs.** The Work Pack are the accumulation of documents taken from the Work Plan for a specific operation that gives the job foreman and crews all the information they need to build the work. Unlike the Work Plan, the Work Pack only contains information that is pertinent to building the work.

#### Planning Execution

- **Play of the Day.** The Play of the Day is the daily road map for the crew developed the day before which includes crew needs, equipment, materials, supplies, and productions needed for meeting schedule and budget.
- **Operational Improvements.** Any actions taken during the execution phase to correct any deficiencies in the original plan and introduce improvements into the operations (such as operation shutdowns and method analyses) for greater efficiency.
- **Operation Shutdowns.** Crew Shut downs will be used as part of the process to improve the cost and/or schedule performance of specific operations. In general, every operation will have a shutdown at 10% complete.

#### Post-Planning Execution

This process documents and submits turnover records, as well as archives work plans to assess and ensure each operation is adhering to our process.

#### Construction Schedules of Deliverables for Multiple Projects

We successfully manage the construction schedules for multiple projects across Florida on a daily basis. Kiewit has a history of delivering highly phased complex projects in an accelerated manner. With the incorporation of innovations and accelerated construction techniques, we will develop a realistic schedule that completes the projects on time or early, in order to minimize impacts to the surrounding community. Our team has the resources and the expertise to manage project schedules and will ensure that our schedule information is reliable, accurate, and simple enough to be communicated at all levels.

## Problem Identifications and Proposed Solutions (Risks)

A strength of the CMAR delivery method is the ability to fully assess the entire risk profile of the project and work as a team to minimize and mitigate the risk through design and project development prior to the start of construction. First, we will identify potential risks and opportunities by analyzing each aspect of the Project(s), including, but not limited to, specific elements of design and construction, impacts to the public and other stakeholders, market conditions, permitting, and environmental restrictions, and third-party coordination. Risks are identified, analyzed, and grouped into low, medium, and high categories using a Risk Matrix. Probabilities will be assigned by comparing similar past projects, gathering historical data, and studying past and forecasted trends. Each risk is discussed with the Team during the Risk Workshops, then assigned to the appropriate party to mitigate or carry contingency.

As risks are identified, Lead Cost Estimator Christine Beaudoin and the estimating team will provide detailed cost estimates to capture the magnitude of the associated risk. Risk pricing will be open book and transparent, providing a detailed explanation of each cost component. A schedule analysis will also be performed to determine the overall impact on the project schedule. As pricing for the associated risks is developed and reviewed, our Team will collectively develop mitigation strategies to eliminate or reduce the risk.

The Team will work in collaboration to apply appropriate risk-mitigating measures that can include the following:

- Conducting additional field and geotechnical exploration to refine assumptions in construction and design
- Modifying design, scope, or construction approach to reduce or eliminate risk
- Identifying specific methods and/or procedures to manage the risk during construction
- Executing early work packages to alleviate schedule risk

We will develop contingencies or allowances that will be separated from the base cost model for risks that cannot be eliminated. The amount of risk contingency will be directly related to the risks identified by the Team. Contingencies will be reviewed collaboratively at each formal design review to ensure appropriate sizing and allocation.

When the CMAR process is properly leveraged, projects have very few unidentified changes. Smart use of project contingency built into the GMP results in minimal change orders associated with the original scope, meaning there are no surprises. David Crane and Christine Beaudoin will be responsible for developing, updating, and maintaining the Project Risk Matrix in full collaboration with Clay County/WGI, Inc., the Designer and CEI.

## Cost Savings Initiative through Innovation

The Kiewit team is confident in offering the following proposed innovations to achieve project success and exceed Clay County's goals. These ideas are based on the practicality and feasibility of implementation to maximize the benefits of phasing and provide substantial returns in saved time, cost, quality, and safety, all while increasing the traveling public's ability to access and travel throughout the project area during construction. Our overarching approach is to leverage the CMAR delivery opportunities, partnering with Clay County/WGI and the Design Team to ensure we complete the Bonded Transportation Program within the schedule and budget constraints or better.

Kiewit is well-versed in CMAR delivery, and we are confident we have the ability and experience to best implement these proposed innovations to the benefit Clay County and achieve the following:

- Reduce the number and duration of lane closures and/or detours
- Reduction in the number of phases
- Optimize Construction Phasing
- Mill and Resurface
- Work some nights while traffic flow is reduced
- Drainage Material Cost: Determine the best material that meets the specifications based on current material cost

## Approach of Scope

With these projects Kiewit will be involved with attending Public Meetings and involved with communicating to all people, groups, and government organizations regarding the development of the project.

Kiewit will analyze and document roadway task with all the applicable manuals, guidelines, standards, handbooks, procedures, and current designs memorandums. Kiewit will provide input for the master Traffic Control Plans. Kiewit's objective shall construct the work in a logical manner and follow objective guidelines:

- Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the project.
- Minimize the number of different Traffic Control Plan (TCP) phases, i.e., traffic switches for a given traffic movement. As well as coordinate TCPs with the Developer(s) that will be constructing in the area along with minimizing the overall impact of the traveling public.
- Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
- Maintain reasonable direct access to adjacent properties at all times.
- Proper coordination with adjacent construction projects and maintaining agencies
- Kiewit will follow all local, county, state, and federal law for Trench Safety. As-Builts will be reviewed monthly and a current version will be available to all parties in the field office.

## Workplan for the Scope of Work:

Pictures from Kiewit Site Investigation.

### Project #3 – CR 209 (Russell Rd) from Peter's Creek Bridge to Sandridge Road

Project 3 section widening will consist of changing a two-lane rural roadway to a three-lane urban section which will include bike lanes and sidewalks. Based on the new road configuration and future traffic anticipation, a new traffic signal will be installed at the Intersection of Sandridge and CR-209. There will be coordination with the Developer(s) for the shared use ponds and access management. The culvert at Mills Creek Lanes will be replaced.



### Project #4A – Sandridge Road from Henley Road to East of SR 23 (First Coast Expressway)

Project 4A section widening will consist of changing the existing two-lane rural roadway to a three-lane urban roadway with bike lanes and sidewalks. There will be coordination with the schools and Developer(s).

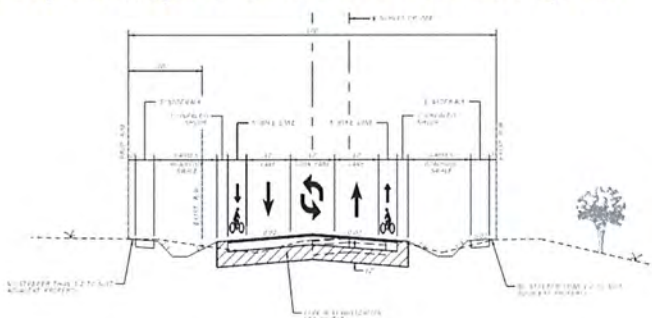


### Optional: Project #4B – Sandridge Road from East of SR 23 (FCE) to West of CR 209 (Russell Road)

Project 4B section widening will consist of changing the existing two-lane rural roadway to a three-lane urban roadway with bike lanes and sidewalks. Coordination with traveling public and the Developer(s) will occur for the shared use ponds and access management into the new developments.



Below is an example of phasing for Project 3, the new right of way widening is on the west side of the existing road



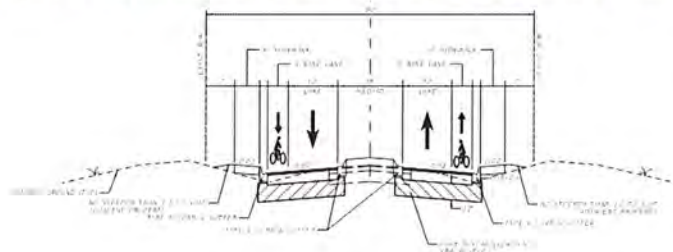
CR 209 (RUSSELL ROAD) THREE LANE RURAL ROADWAY SECTION

**Phase 1 – Construct the West Side of Centerline:** Traffic will be in its existing condition. Kiewit will install a low-level barrier along the west side of the existing road. Section will be cleared, items removed and/or relocated that would conflict with the final roadway configuration, then the drainage and utilities installed. The earthwork crew will excavate and embank the western section establishing final grades. Crews will continue to build the basework, sidewalk, asphalt paving and install temporary pavement markings for this phase. Therefore, the west side of the centerline of roadway will be constructed in this phase allowing 2 lanes of traffic to travel on this new phase during Phase 2.

**Phase 2 – Construct the East Side of Centerline:** Install a low-level barrier along the new east edge of the new traffic lane edge line constructed. Shift both traveling public onto the newly temporary constructed section in Phase 1. Therefore, opening the east side for the Contractor to mill the existing asphalt, remove the existing base, reconstruct the new bases, place asphalt and then construct the sidewalk along the new eastern side of the roadway. The road will receive temporary striping until final course of asphalt can be placed along with final striping. Remove the low-level barrier from the work-site.

**Phase 3 – Shift Traffic into Final Configuration:** Relocate the northbound traffic from Phase 1 into its final configuration constructed in Phase 2. Kiewit will place the final course of asphalt on the southbound lane and middle turn lanes along with placing final striping.

**Below is an example of phasing for Project 4A, the new right of way widening is on both sides of the existing road**



SANDRIDGE ROAD (CR 739B) TWO LANE URBAN ROADWAY SECTION FROM HENLEY ROAD TO RUSSELL ROAD  
DESIGN SPEED = 25 MPH

**Phase 1 – Construct the Exterior Lanes North and South of Existing Lanes:** Traffic will be in its existing condition. Kiewit will install a low-level barrier along the south and north side of the existing road. South side will be cleared, items removed and/or relocated that would conflict with the final roadway configuration, then the drainage and utilities installed. The earthwork crew will excavate and embank the southern section establishing final grades. Crew continue to build the basework, curb and gutter, sidewalk, asphalt paving and temporary pavement markings. At least one section of sidewalk will be available for safety of traveling public.

**Phase 2 – Construct Median Section:** Shift the low-level barrier installed in Phase 1 onto the new edge of pavement constructed in Phase 1. Shift the existing traffic onto the new exterior lanes constructed in Phase 1. Therefore, opening the median area for the Contractor to complete the median work including milling the existing asphalt and base, reconstruct the bases, install flatwork, construct the turn lanes, asphalt pavement and final striping. All aspects of the work will be completed in the median including the landscaping. Remove the low-level barrier from the worksite.

**Phase 3 – Final Asphalt and Pavement Marking:** Contractor will construct the final pavement marking with lane shifts.

## Potential Challenges / Risk Mitigation

*The following is a summary of Kiewit's preliminary identification of potential risks specific to the Clay County Projects.*

**Utilities.** Conduct early utility coordination with agencies and identify potential critical utility relocations for early work package construction to mitigate impact to the schedule; utilize a detailed utility matrix to track and communicate all utilities on the project.

**Contaminated Material.** Identify potential areas of contaminated material and mitigate if possible; conduct early testing of material as needed to ensure work plans incorporate contaminated material handling.

**Noise Restrictions.** Limit pile-driving equipment to daytime operations and communicate nighttime operations during public outreach efforts. Utilize drilled shafts where possible to reduce noise.

**Environmental Permits.** Develop critical milestone dates for submittals to environmental regulatory agencies for approvals and conduct workshops with Clay County early to understand all requirements and ensure they are incorporated into the schedule.

**Agency Coordination.** Develop key contacts with the Water Management District and USACE; conduct early meetings to identify potential early submittals to these agencies.

**Geotech / Rock Excavation.** Optimize alignments and profiles during preconstruction to minimize the quantity of rock excavation and conduct additional borings as needed in critical areas to mitigate risk.

**Geotech - Soft Soils.** Utilize our in-house experts, KIE, to develop strategies to evaluate settlement periods and ground improvements where possible.

**Long-lead Items.** Identify long-lead procurement items and develop procurement early work packages to eliminate fabrication and procurement delays for key scopes of work (handrail, ITS system, landscaping), a successful strategy we utilized on our recent FDOT projects.

**Traffic/Incident Management.** Conduct early and periodic workshops with area emergency responders to ensure access through all phases of construction.

**Cultural and Historical Impacts (if required).** Develop proper controls through all phases of construction for work adjacent to the projects.

**Stakeholder Coordination.** Develop relationships with area stakeholders early, including the local municipalities, local emergency responders, local home-owners, businesses, and other community organizations.



**BTP**  
Group #1 Projects

# TIME AND BUDGET

## H. TIME AND BUDGET

The team has ample experience delivering projects of similar size and scope. We are motivated to meet time and budget requirements for the Project, with the goal of exceeding them both, and will deliver a detailed schedule upon award.

Choosing Kiewit for this CMAR delivery model assures the County open-book pricing during pre-construction with our ability to use programs like InEight. This award-winning, proprietary software offers transparency, accuracy, and flexibility in its level of detail for a thorough Project estimate, with no surprises as work progresses.

Collaboration, understanding, and buy-in from the County will be part of all budget and detailed schedule discussions during pre-construction, including highlighting risks that may delay the Project, so all parties are fully informed before work starts and will receive thorough progress updates throughout execution. The team will use Primavera P6 to tightly manage costs and resources, which will be fully integrated with design and construction activities, utility relocations, and permitting.

The team will maintain a live schedule for fast impact analyses of all activities and enable collective decision-making to keep the team on schedule and maintain the critical path. This integrated schedule

will be a living document, continually updated, maintained, and transmitted with a schedule narrative monthly to the City.

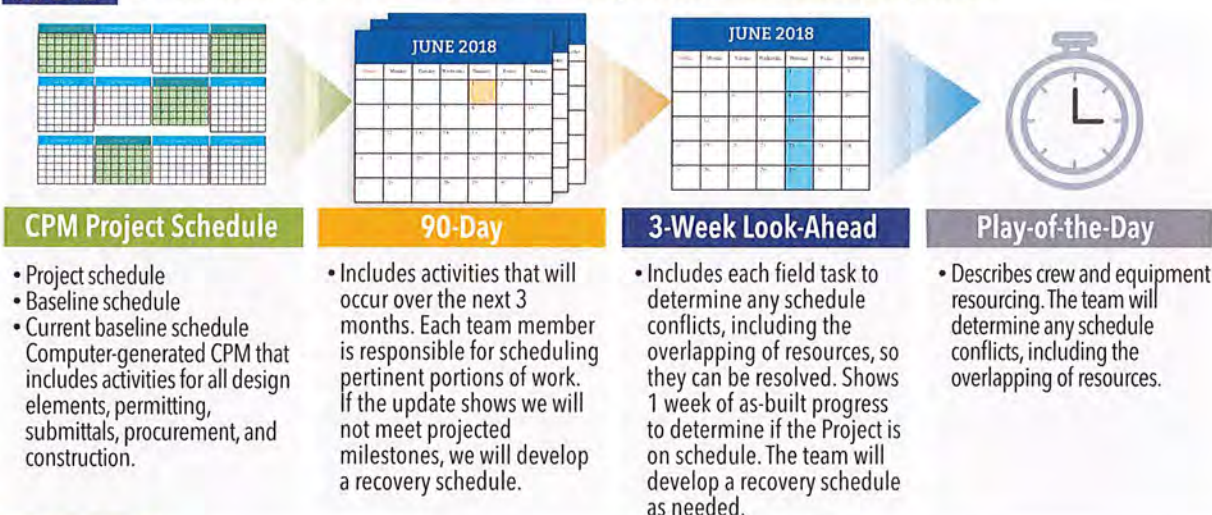
The team's scheduling procedures are innovative and integrated, centrally linking every aspect of work from quality to communications and from safety to risk management. To achieve all Project milestones and delivery dates, the project engineering team will manage a multi-tiered approach that includes P6, 90-day, 3-week look-ahead, and Play-of-the-Day schedules as summarized in **Figure 6**.

Along with these schedule management tools, the team will hold regular meetings to ensure expectations, anticipated challenges, and any schedule changes are clearly communicated.

Kiewit is willing to meet both time and budget requirements for the BTP Group #1 project. We have are scheduled to complete all concurrent projects listed in Table 4 in Section B. Workload on time.

**Table 7** references seven (7) projects of similar size and scope, completed in the last three (3) years. Detailed owner references can be made available upon request. We are meeting both time and budget requirements on these projects. Detailed descriptions of most of these projects can be found in Section A and can be provided upon request.

**FIG 6** We will use several scheduling tools to manage and communicate the schedule.



**TABLE 7** Similar concurrent projects.

| NAME                                                  | DELIVERY     | LOCATION              | OWNER                                   | VALUE (\$M) |
|-------------------------------------------------------|--------------|-----------------------|-----------------------------------------|-------------|
| South Terminal C                                      | CMAR/CMGC    | Orlando, FL           | GOAA                                    | 1400        |
| Selmon Expressway Western Extension                   | Design Build | Tampa, FL             | Tampa-Hillsborough Expressway Authority | 230         |
| STC Primary Power Ductbank (Self-Perform)             | CMAR/CMGC    | Orlando, FL           | GOAA                                    | 47          |
| STC Site Logistics Compound Relocation (Self-Perform) | CMAR/CMGC    | Orlando, FL           | GOAA                                    | 42          |
| STC Airfield Civil Works (Self-Perform)               | CMAR/CMGC    | Orlando, FL           | GOAA                                    | 202         |
| Port Everglades Southport Turning Notch Expansion     | CMAR/CMGC    | Ft. Lauderdale, FL    | Broward County                          | 471         |
| MemFix 4 Bridge Replacements                          | CMAR/CMGC    | Memphis, TN           | TDOT                                    | 55          |
| Herbert Hoover S-288                                  | Bid-Build    | Moore Haven, FL       | United States Army Corps of Engineers   | 18          |
| SR-5/US-1 over Cow Key Channel Bridges                | Bid-Build    | East Rockland Key, FL | FDOT                                    | 6.8         |
| I-440 Pavement Replacement                            | CMAR/CMGC    | Nashville, TN         | TDOT                                    | 156         |



**BTP**  
Group #1 Projects

# APPENDIX



# CERTIFICATE OF LIABILITY INSURANCE

Evidence of Coverage

DATE (MM/DD/YYYY)

5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                     |                                                  |                                     |                             |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------|-----------------------------|
| PRODUCER<br>Midwest Agencies, Inc.<br>1550 Mike Fahey Street<br>Omaha, NE 68102                     | CONTACT NAME:                                    | Traci Sutton                        |                             |
|                                                                                                     | PHONE (A/C, No, Ext):                            | 402-271-2956                        | FAX (A/C, No): 402-271-2997 |
| INSURED<br>Kiewit Infrastructure South Co.<br>8403 South Park Circle, Suite 655<br>Orlando FL 32819 | E-MAIL ADDRESS:                                  | Traci.Sutton@MidwestAgenciesInc.com |                             |
|                                                                                                     | INSURER(S) AFFORDING COVERAGE                    |                                     | NAIC #                      |
|                                                                                                     | INSURER A: Old Republic Insurance Company        |                                     | 24147                       |
|                                                                                                     | INSURER B: North American Specialty Insurance Co |                                     | 29874                       |
|                                                                                                     | INSURER C:                                       |                                     |                             |
|                                                                                                     | INSURER D:                                       |                                     |                             |
| INSURER E:                                                                                          |                                                  |                                     |                             |
| INSURER F:                                                                                          |                                                  |                                     |                             |

## COVERAGES

CERTIFICATE NUMBER: 61887854

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                | ADDL INSD                           | SUBR WVD                            | POLICY NUMBER                                                                          | POLICY EFF (MM/DD/YYYY)                      | POLICY EXP (MM/DD/YYYY)                      | LIMITS                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MWZY 312911                                                                            | 3/1/2021                                     | 3/1/2022                                     | EACH OCCURRENCE \$5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$5,000,000<br>GENERAL AGGREGATE \$10,000,000<br>PRODUCTS - COMP/OP AGG \$10,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                        | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MWTB 312910                                                                            | 3/1/2021                                     | 3/1/2022                                     | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$N/A                                                                                                                                                                                                                                            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | EXS 2000809                                                                            | 3/1/2021                                     | 3/1/2022                                     | EACH OCCURRENCE \$20,000,000<br>AGGREGATE \$20,000,000<br>\$                                                                                                                                                                                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MWC 312908<br>MWXS 312909<br>MWFEX 312928<br>MWCEX 316021<br>USL&H & Jones Act StopGap | 3/1/2021<br>3/1/2021<br>3/1/2021<br>3/1/2021 | 3/1/2022<br>3/1/2022<br>3/1/2022<br>3/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$5,000,000<br>E.L. DISEASE - EA EMPLOYEE \$5,000,000<br>E.L. DISEASE - POLICY LIMIT \$5,000,000                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bidding Project: Bonded Transportation Program (BTP) Group # 1 Projects  
Additional insured language required upon being awarded the Bid is acceptable and will be provided at contract award.  
Cancellation Policy of 30 days is acceptable

RE: Evidence of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

Clay County  
477 Houston Street  
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip G. Dehn

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

Evidence of Coverage

DATE (MM/DD/YYYY)

5/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                     |                                                   |                                     |                             |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------|-----------------------------|
| PRODUCER<br>Midwest Agencies, Inc.<br>1550 Mike Fahey Street<br>Omaha, NE 68102                     | CONTACT NAME:                                     | Traci Sutton                        |                             |
|                                                                                                     | PHONE (A/C, No, Ext):                             | 402-271-2956                        | FAX (A/C, No): 402-271-2997 |
| INSURED<br>Kiewit Infrastructure South Co.<br>8403 South Park Circle, Suite 655<br>Orlando FL 32819 | E-MAIL ADDRESS:                                   | Traci.Sutton@MidwestAgenciesInc.com |                             |
|                                                                                                     | INSURER(S) AFFORDING COVERAGE                     |                                     | NAIC #                      |
|                                                                                                     | INSURER A: XL Insurance America, Inc. (42.5%)     |                                     | 24554                       |
|                                                                                                     | INSURER B: ACE American Insurance Company (32.5%) |                                     | 22667                       |
|                                                                                                     | INSURER C: New Hampshire Insurance Company (25%)  |                                     | 23841                       |
|                                                                                                     | INSURER D:                                        |                                     |                             |
| INSURER E:                                                                                          |                                                   |                                     |                             |
| INSURER F:                                                                                          |                                                   |                                     |                             |

## COVERAGES

CERTIFICATE NUMBER: 61701888

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|----------------------------------------------------------------------|
|          | COMMERCIAL GENERAL LIABILITY                                                                   |           |          |                 |                         |                         |                                                                      |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR                            |           |          |                 |                         |                         | EACH OCCURRENCE \$                                                   |
|          |                                                                                                |           |          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                         |
|          |                                                                                                |           |          |                 |                         |                         | MED EXP (Any one person) \$                                          |
|          |                                                                                                |           |          |                 |                         |                         | PERSONAL & ADV INJURY \$                                             |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |                 |                         |                         | GENERAL AGGREGATE \$                                                 |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                 |                         |                         | PRODUCTS - COMP/OP AGG \$                                            |
|          | OTHER:                                                                                         |           |          |                 |                         |                         | \$                                                                   |
|          | AUTOMOBILE LIABILITY                                                                           |           |          |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO                                                              |           |          |                 |                         |                         | BODILY INJURY (Per person) \$                                        |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS             |           |          |                 |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY        |           |          |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |                                                                                                |           |          |                 |                         |                         | \$                                                                   |
|          | UMBRELLA LIAB                                                                                  |           |          |                 |                         |                         | EACH OCCURRENCE \$                                                   |
|          | EXCESS LIAB                                                                                    |           |          |                 |                         |                         | AGGREGATE \$                                                         |
|          | DED <input type="checkbox"/> RETENTION \$                                                      |           |          |                 |                         |                         | \$                                                                   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |           |          |                 |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    |           |          |                 |                         |                         | E.L. EACH ACCIDENT \$                                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |           |          |                 |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                                        |
|          |                                                                                                |           |          |                 |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| A        | Builder's Risk                                                                                 |           |          | US00072289CA20A |                         |                         | See Below                                                            |
| B        |                                                                                                |           |          | I11176483 001   |                         |                         |                                                                      |
| C        |                                                                                                |           |          | 0041565521      |                         |                         |                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Builders Risk limit: TBD  
Policy Dates: TBD  
(Final insurers will vary based on underwriting at the time of placement)  
Bidding Project: Bonded Transportation Program (BTP) Group # 1 Projects  
RE: Evidence of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

Clay County  
477 Houston Street  
Green Cove Springs FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip G. Dehn

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ACORD 25 (2016/03)

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Kiewit Infrastructure South Co.  
8403 South Park Circle  
Suite 655  
Orlando, FL 32819  
407.563.7555  
License No. CGC1511417

RECEIVED  
PURCHASING DIVISION

2021 MAY 28 PM 1:44

CLAY COUNTY BOARD OF  
COMMISSIONERS

Clay County Administrator  
Purchasing Department  
477 Houston Street  
Green Cove Springs, FL

REQUEST FOR QUALIFIED  
CONTRACTOR FOR CONSTRUCTION  
SERVICES FOR THE BOULEVARD  
GROUP #1 PROJECTS  
May 28, 2021 4:00 PM

Clay County Purchasing Division  
477 Houston Street  
PO Box 1366  
Green Cove Springs, FL 32043

Receipt for Bid #: RFP 20/21-44  
Company Name: Kiewit  
Infrastructure South Co.

Kiewit Infrastructure South Co.  
8403 South Park Circle, Suite 655  
Orlando, FL 32819  
Contact: Nick Sosa 954-914-2500

**Detail by FEI/EIN Number**

Foreign Profit Corporation  
KIEWIT INFRASTRUCTURE SOUTH CO.

**Filing Information**

|                             |                       |
|-----------------------------|-----------------------|
| <b>Document Number</b>      | 837350                |
| <b>FEI/EIN Number</b>       | 47-0530367            |
| <b>Date Filed</b>           | 11/10/1976            |
| <b>State</b>                | DE                    |
| <b>Status</b>               | ACTIVE                |
| <b>Last Event</b>           | NAME CHANGE AMENDMENT |
| <b>Event Date Filed</b>     | 06/30/2010            |
| <b>Event Effective Date</b> | NONE                  |

**Principal Address**

1550 MIKE FAHEY ST  
OMAHA, NE 68102

Changed: 04/10/2021

**Mailing Address**

PROJECT AND FINANCIAL ACCOUNTING  
1550 MIKE FAHEY ST  
OMAHA, NE 68102

Changed: 04/10/2021

**Registered Agent Name & Address**

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 06/18/1992

Address Changed: 06/18/1992

**Officer/Director Detail****Name & Address**

Title VP

CUMMINGS, RICARDO  
450 DIVIDEND DRIVE  
SUITE 300  
PEACHTREE, GA 30269

Title S

NORTON, MICHAEL F  
1550 MIKE FAHEY ST  
OMAHA, NE 68102

Title President, Director

**ATTACHMENT D**  
**INCENTIVE-**  
**DISINCENTIVE**  
**PAYMENT**  
**CHART - PHASE 1**

## ATTACHMENT D

### INCENTIVE-DISINCENTIVE PAYMENT CHART – PHASE 1

| <b>Contract Work Item</b>                         | <b>Incentive-<br/>Disincentive<br/>Completion<br/>Date</b> | <b>Incentive -<br/>Disincentive<br/>Daily Amount<br/>per Workday</b> | <b>Incentive -<br/>Disincentive<br/>Total Amount</b> |
|---------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------|
| * Project #3 CR 209<br>GMP Accepted by<br>County  | 12/27/2022                                                 | \$5,818.00                                                           | \$174,540.00                                         |
| * Project #4 CR 739B<br>GMP Accepted by<br>County | 9/8/2022                                                   | \$5,818.00                                                           | \$174,540.00                                         |

\* GMP must be accepted by the County in order to move to the Phase 2 construction contract.

**ATTACHMENT E**  
**CONTRACTOR'S**  
**ESTIMATE OF**  
**WORK EFFORT**



Thursday, August 26, 2021

Clay County Board of County Commissioners  
P.O. Box 1366  
477 Houston Street, 3<sup>rd</sup> Floor  
Green Cove Springs, FL 32043

Attn: Edwin Dendor  
Program Administrator – Bonded Transportation Program

RE: Bonded Transportation Program – Group #1 – Projects #3 & #4

Subject: **Cost Proposal | Pre-Construction CMAR Services**

Mr. Dendor,

Kiewit Infrastructure South Co. is pleased to present pricing for pre-construction services for Construction Management at Risk (CMAR) Bonded Transportation Program (BTP) Group #1 projects.

Project #3 – Russell Road (CR209) from Peter's Creek Bridge to Sandridge Road

- Pre-construction Review & GMP | **\$126,388.06 Lump Sum**
  - Scope: Constructability Plan Review at 30%|40%|60%, Pay Item Development and GMP Development
- Pre-Construction Meetings | **\$55,397.98 Budget (Cost Reimbursable)**
  - Scope: Various Meetings

Project #4 – Sandridge Road (CR739B) from Henley Road (CR739) to West of Russell Road (CR209)

- Pre-Construction Review & GMP | **\$131,014.13 Lump Sum**
  - Scope: Constructability Plan Review at 30%|40%|60%, Pay Item Development and GMP Development
- Pre-Construction Meetings | **\$57,659.12 Budget (Cost Reimbursable)**
  - Scope: Various Meetings

If you have any questions regarding this matter, please contact me at 954-914-2500 or at [Nick.Sosa@Kiewit.com](mailto:Nick.Sosa@Kiewit.com)

Regards,

Nick.Sosa

Digitally signed by Nick Sosa  
DN: cn=Nick Sosa,  
ou=Employees, ou=Users,  
ou=Kiewit, dc=KIEWITPLAZA,  
dc=gsm  
Date: 2021.08.26  
14:52:35-04'00'

Nick Sosa  
Project Director

Cc: Frank DiGilio, Project Manager  
Attachments: Cost Estimate

**Kiewit Infrastructure South Co.**  
8403 South Park Circle, Suite 655  
Orlando, FL 32819

Service hourly rates

| Pre-Construction Services              | Employee               | Yearly Salary | 40.7%         |  | Vehicle Yearly | Staff Expenses | SubTotal Yearly | Markup | Total w/ Markup | HRS / YR | HRLY w/ Markup |
|----------------------------------------|------------------------|---------------|---------------|--|----------------|----------------|-----------------|--------|-----------------|----------|----------------|
|                                        |                        |               | Burden Yearly |  |                |                |                 |        |                 |          |                |
| Area Manager / Project Director        | Nick Sosa              | \$248,588.34  | \$101,175.45  |  | \$27,040.00    | \$6,240.00     | \$383,043.79    | 24%    | \$474,974.31    | 2080     | \$228.35       |
| Pre-Con Manager / Design Build Manager | Frank DiGilio          | \$248,648.40  | \$101,199.90  |  | \$27,040.00    | \$6,240.00     | \$383,128.30    | 24%    | \$475,079.09    | 2080     | \$228.40       |
| Lead Estimator                         | Christine Beaudoin     | \$175,375.20  | \$71,377.71   |  | \$20,800.00    | \$6,240.00     | \$273,792.91    | 24%    | \$339,503.20    | 2080     | \$163.22       |
| Superintendent                         | Ryan Fitzpatrick       | \$158,012.40  | \$64,311.05   |  | \$27,040.00    | \$6,240.00     | \$255,603.45    | 24%    | \$316,948.27    | 2080     | \$152.38       |
| Scheduler                              | Alexa Fosmer           | \$144,034.80  | \$58,622.16   |  |                | \$6,240.00     | \$208,896.96    | 24%    | \$259,032.23    | 2080     | \$124.53       |
| Agtek Specialist                       | Thomas (Keith) Gilliam | \$149,494.80  | \$60,844.38   |  |                | \$6,240.00     | \$216,579.18    | 24%    | \$268,558.19    | 2080     | \$129.11       |
| Project Engineer                       | David Rood             | \$123,286.80  | \$50,177.73   |  | \$27,040.00    | \$6,240.00     | \$206,744.53    | 24%    | \$256,363.21    | 2080     | \$123.25       |
| Document Control                       | Vanessa Hilton         | \$117,499.20  | \$47,822.17   |  |                | \$6,240.00     | \$171,561.37    | 24%    | \$212,736.10    | 2080     | \$102.28       |
| Business Manager                       | Jose Rivera            | \$134,862.00  | \$54,888.83   |  | \$16,640.00    | \$6,240.00     | \$212,630.83    | 24%    | \$263,662.23    | 2080     | \$126.76       |
| Estimator                              | Andrew Alderman        | \$105,924.00  | \$43,111.07   |  |                | \$6,240.00     | \$155,275.07    | 24%    | \$192,541.08    | 2080     | \$92.57        |
| Estimator                              | Matthew Cumella        | \$105,924.00  | \$43,111.07   |  |                | \$6,240.00     | \$155,275.07    | 24%    | \$192,541.08    | 2080     | \$92.57        |
| Engineer 1 / Precon Sub Coordination   | Jared Wagner           | \$105,924.00  | \$43,111.07   |  |                | \$6,240.00     | \$155,275.07    | 24%    | \$192,541.08    | 2080     | \$92.57        |

| Vehicle                | \$/HR    |
|------------------------|----------|
| Sedan                  | \$ 8.00  |
| Edge                   | \$ 10.00 |
| Pickup 1/2 TN          | \$ 12.00 |
| Pickup 3/4 TN          | \$ 13.00 |
| Pickup 1/2 TN Crew Cab | \$ 13.00 |

| Staff Expenses | \$/HR   |
|----------------|---------|
| JOE            | \$ 1.00 |
| IT Expenses    | \$ 2.00 |
| Subtotal       | \$ 3.00 |

Project ID: Project #3 - Russell Road (CR209) from Peter's Creek Bridge to Sandridge Road

## Pre-Construction Services

Employee

Area Manager / Project Director  
Pre-Con Manager / Design Build Manager  
Superintendent  
Scheduler  
Agtek Specialist  
Project Engineer  
Document Control  
Business Manager  
Estimator  
Estimator  
Engineer 1 / Precon Sub Coordination

Nick Sosa  
Frank DiGiilio  
Christine Beaudoin  
Ryan Fitzpatrick  
Alexa Fosmer  
Thomas (Keith) Gilliam  
David Rood  
Vanessa Hilton  
Jose Rivera  
Andrew Alderman  
Matthew Cumella  
Jared Wagner

[illegible]

Project ID: Project #4 - Sandridge Road (CR 739B) from Henley Road (CR 739) to West of Russell Road (CR 209);  
Estimated Value: \$ 15,900,000.00

Pre-Construction Services

Area Manager / Project Director  
Pre-Con Manager / Design Build Manager  
Lead Estimator  
Superintendent  
Scheduler  
Agtek Specialist  
Project Engineer  
Business Manager  
Estimator  
Estimator  
Engineer 1 / Precon Sub Coordination

Employee

Nick Sosa  
Frank DiGillo  
Christine Beaudoin  
Ryan Fitzpatrick  
Alexa Fosmer  
Thomas (Keith) Gilliam  
David Rood  
Vanessa Hilton  
Jose Rivera  
Andrew Alderman  
Matthew Cumella  
Jared Wagner

Submittal Stage - Plan Reviews

| Rate     | 30%         |               |          |       | 45%         |               |          |       | 60%         |               |          |       | Total Hours | Total Cost   |
|----------|-------------|---------------|----------|-------|-------------|---------------|----------|-------|-------------|---------------|----------|-------|-------------|--------------|
|          | Plan Review | Pay Item Dev. | GMP Dev. | Misc. | Plan Review | Pay Item Dev. | GMP Dev. | Misc. | Plan Review | Pay Item Dev. | GMP Dev. | Misc. |             |              |
| \$228.35 | 8           |               | 8        |       | 8           |               |          |       | 8           |               | 40       |       | 88          | \$20,095.07  |
| \$228.40 | 16          | 8             | 8        |       | 8           |               |          |       | 8           | 8             | 48       |       | 16          | \$27,408.41  |
| \$163.22 | 16          | 8             | 8        |       | 8           |               |          |       | 8           | 8             | 48       |       | 16          | \$19,586.72  |
| \$152.38 | 16          |               |          |       | 8           |               |          |       |             |               |          |       | 24          | \$3,657.10   |
| \$124.53 | 8           |               |          |       |             |               |          |       |             |               | 40       |       | 48          | \$5,977.67   |
| \$129.11 | 16          |               |          |       |             |               |          |       | 8           |               | 40       |       | 64          | \$8,263.33   |
| \$123.25 | 8           |               | 8        |       | 8           |               |          |       | 8           | 8             | 48       |       | 16          | \$12,818.16  |
| \$102.28 |             |               |          | 8     |             |               |          |       | 8           |               |          | 40    | 8           | \$5,727.51   |
| \$126.76 |             |               |          | 4     |             |               |          | 4     |             |               |          | 8     | 8           | \$3,042.26   |
| \$92.57  | 8           |               | 8        |       | 8           |               |          |       | 8           |               | 48       |       | 8           | \$8,145.97   |
| \$92.57  | 8           |               | 8        |       | 8           |               |          |       | 8           |               | 48       |       | 8           | \$8,145.97   |
| \$92.57  | 8           |               | 8        |       | 8           |               |          |       | 8           |               | 48       |       | 8           | \$8,145.97   |
|          |             |               |          |       |             |               |          |       |             |               |          |       | 0           | \$0.00       |
|          |             |               |          |       |             |               |          |       |             |               |          |       | 912         | \$131,014.13 |

## Meetings Required by RFP

| Meeting Per Design Phase         |  |                |                     |                |                   |               |     |     |     |                |              |                                                                            |
|----------------------------------|--|----------------|---------------------|----------------|-------------------|---------------|-----|-----|-----|----------------|--------------|----------------------------------------------------------------------------|
|                                  |  | # of Attendees | Duration WO/ Travel | Rate WO/Travel | Duration W/Travel | Rate W/Travel | 30% | 45% | 60% | Total Meetings | Notes        |                                                                            |
| Field Meeting - as required      |  | 3              | 3                   |                | 8                 | \$4,352.04    | 1   | 1   | 1   | 3              | \$13,056.12  | 3 meetings W/Travel Rate, Staff: Frank   Christine   Ryan                  |
| Public Meeting - 1 during design |  | 1              | 3                   |                | 8                 | \$1,827.23    | 1   |     |     | 1              | \$1,827.23   | 1 meetings W/Travel Rate, Staff: Frank   David                             |
| Technical Issue Resolution       |  | 3              | 3                   | \$1,740.02     | 8                 |               | 3   | 1   | 3   | 7              | \$12,180.17  | 7 meetings WO/Travel Rate, Staff: Nick   Frank   David                     |
| Permit Agency Coordination       |  | 1              | 3                   |                | 8                 | \$1,827.23    |     | 1   |     | 1              | \$1,827.23   | 1 meetings W/Travel Rate, Staff: Frank                                     |
| Scoping Meeting                  |  | 3              | 3                   | \$1,544.63     | 8                 |               | 2   |     |     | 2              | \$3,089.27   | 2 meetings WO/Travel Rate, Staff: Frank   Christine   David                |
| Design Kickoff Meeting           |  | 3              | 3                   | \$1,544.63     | 8                 |               | 1   |     |     | 1              | \$1,544.63   | 1 meetings WO/Travel Rate, Staff: Frank   Christine   David                |
| Utility Meeting                  |  | 3              | 3                   | \$1,512.10     | 8                 | \$4,032.27    | 1   | 1   |     | 2              | \$5,544.37   | 2 meetings 1 WO/Travel Rate & 1 W/Travel Rate, Staff: Frank   Ryan   David |
| Maintenance of Traffic Workshop  |  | 3              | 3                   | \$1,512.10     | 8                 |               | 2   | 2   |     | 4              | \$6,048.41   | 4 meetings WO/Travel Rate, Staff: Frank   Ryan   David                     |
| Pavement Design Meeting          |  | 3              | 3                   | \$1,512.10     | 8                 |               | 2   | 2   |     | 4              | \$6,048.41   | 4 meetings WO/Travel Rate, Staff: Frank   Ryan   David                     |
| Progress Meeting - Bi-Weekly     |  | 2              | 3                   | \$1,054.96     | 8                 | \$2,813.24    | 10  | 11  | 11  | 32             | \$61,891.27  | 32 meetings 16 WO/Travel Rate, 16 W/Travel Rates, Staff: Frank   David     |
|                                  |  |                |                     |                |                   |               |     |     |     | 57             | \$113,057.10 |                                                                            |

**ATTACHMENT F**  
**FORM TASK**  
**AUTHORIZATION**



### Task Authorization

|                                                                                                                                                                                            |                           |                         |                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------|---------------------------------------------------------|
| Project Title: _____                                                                                                                                                                       |                           |                         |                                                         |
| Date: _____                                                                                                                                                                                |                           | TA Number: _____        |                                                         |
| Contract No: 2020/2021-_____                                                                                                                                                               |                           | Vendor Name: _____      |                                                         |
| PO No & Line No: _____                                                                                                                                                                     |                           | Vendor PM: _____        |                                                         |
| Division No: _____                                                                                                                                                                         |                           | BCC PM: Edwin Dendor    |                                                         |
| Under the terms of the Agreement, Vendor proposes to perform the following Services at the direction of the BCC Program Administrator:                                                     |                           |                         |                                                         |
|                                                                                                                                                                                            |                           |                         |                                                         |
| TA Start Date                                                                                                                                                                              | Previous Completion Dates | # Days added by this TA | New Completion Dates                                    |
| ___/___/202__                                                                                                                                                                              | SC: _____                 |                         | SC: _____                                               |
|                                                                                                                                                                                            | Final: _____              |                         | Final: _____                                            |
| Original Project Amount :                                                                                                                                                                  | \$0.00                    | Last TA TL Amount:      | \$0.00                                                  |
| Additional Project Amount by Change Order:                                                                                                                                                 | \$0.00                    | This TA Amount:         | \$0.00                                                  |
| Service #                                                                                                                                                                                  | Last TA Amount:           | Add'l Amt This TA:      | References or Comments (Service Description, RFI, etc.) |
| 1                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 2                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 3                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 4                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 5                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 6                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
| 7                                                                                                                                                                                          | \$0.00                    | \$0.00                  |                                                         |
|                                                                                                                                                                                            |                           |                         |                                                         |
|                                                                                                                                                                                            |                           |                         |                                                         |
|                                                                                                                                                                                            |                           |                         |                                                         |
| TOTALS:                                                                                                                                                                                    | \$0.00                    | \$0.00                  |                                                         |
| Project Remaining Balance:                                                                                                                                                                 |                           | \$0.00                  |                                                         |
| It is understood and agreed that this TA constitutes compensation in full on behalf of the vendor and their subconsultants and suppliers of all costs and mark-ups directly or indirectly. |                           |                         |                                                         |

Prepared by \_\_\_\_\_  
Vendor Representative

\_\_\_\_\_ Date

Approved by \_\_\_\_\_  
BCC Program Administrator

\_\_\_\_\_ Date

Accepted by \_\_\_\_\_  
Vendor Representative

\_\_\_\_\_ Date