

## TASK ASSIGNMENT TO AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES

THIS TASK ASSIGNMENT is issued by LEVY COUNTY, a political subdivision of the State of Florida (the "County") to AE ENGINEERING, INC., (the "Consultant"), pursuant to the Agreement between Levy County and AE Engineering, Inc., for Continuing Professional Services dated December 8, 2020 (the "Continuing Professional Services Agreement.")

1. Scope of Services. Consultant shall provide all of the services and materials described in Exhibit "A" titled Construction Engineering and Inspection Scope of Services for the Project ("Scope of Services") attached hereto.

2. Proposal. Consultant submitted a revised proposal for the Scope of Services dated October 27, 2021, which is attached hereto (the "Proposal").

3. Compensation. County shall compensate Consultant for its performance of the Scope of Services at the hourly rates set forth in the Proposal, with a total not to exceed amount of Two Hundred Seventy-Eight Thousand Five Hundred Twenty dollars (\$278,520.00). Invoices or requests for payments and payment to Consultant shall be made in accordance with the Florida Local Government Prompt Payment Act, Sections 218.70 through 218.79, Fla. Stat.

4. Additional Provisions.

This Project is funded by the Florida Small County Outreach Program, as such the following additional provisions apply to this Task Assignment:

A. Consultant shall comply with all provisions of the State of Florida Department of Transportation Small County Outreach Program dated March 26, 2019 Financial Project No. 438170-154-01, as extended by letter issued by FDOT dated August 28, 2022 (collectively "SCOP Agreement"), that are related to the Scope of Services to be provided by Consultant, and which are assignable or applicable to Consultant in completing the Scope of Services. The SCOP Agreement is incorporated herein by this reference.

B. Consultant shall permit FDOT's authorized representatives to inspect all of Consultant's work, materials, payrolls, and records, and to audit Consultant's books, records, and accounts pertaining to the Project. Consultant shall also require any subcontractor or subconsultant to comply with the provisions of this subsection.

C. Consultant shall indemnify, defend, save and hold harmless County and FDOT, and all of their officers, agents, or employees from all suits, actions, demands, liability of any nature whatsoever arising out of, because of, due to any negligent act or occurrence of omission or commission of Consultant, its officers, agents or employees. This indemnification shall survive the termination of this Task Assignment and the Continuing Professional Services Agreement. Nothing contained in this section is intended to nor shall it constitute a waiver by County or FDOT of either of their sovereign immunity.

D. Consultant shall provide Workers' Compensation Insurance in accordance with the Florida Workers' Compensation law for all employees.

E. Consultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed pursuant to this Task Assignment. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Consultant shall cause County and FDOT to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to County and FDOT as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Task Assignment, and may not be shared with or diminished by claims unrelated to this Task Assignment. The policy/ies and coverage described herein may be subject to a deductible. Consultant shall pay all deductibles as required by policy/ies. No policy/ies or coverage described herein may be subject to a Retention or a Self-Insured Retention. Prior to the execution of this Task Assignment, and at all renewal periods which occur prior to the final acceptance of the work for the Project, County and FDOT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. County and FDOT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. County's or FDOT's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation of Consultant to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses County or FDOT may have.

F. Consultant shall utilize, and shall require all subconsultants and subcontractors performing work or services for the Project to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant or subconsultants or subcontractors during the term of this Task Assignment.

G. In the event of cancellation or termination of the SCOP Agreement by FDOT in whole or in part, this Task Assignment shall be immediately terminated. Consultant shall be paid only for services satisfactorily performed prior to the date of cancellation or termination of the SCOP Agreement for which costs are substantiated.

4. In the event of a conflict between the documents attached or incorporated by reference to this Task Assignment, the documents will be given precedence in the following order

First: The SCOP Agreement;

Second: The Scope of Services in Exhibit "A";

Third: The Proposal; and

Fourth: The Continuing Professional Services Agreement.

All terms of the Continuing Professional Services Agreement not in conflict with the SCOP Agreement or this Task Assignment shall apply to Consultant's services to be provided under this Task Assignment and County's obligations under this Task Assignment.

IN WITNESS WHEREOF, the parties have entered into this Task Assignment as of the last date of signature for the parties set forth below.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

\_\_\_\_\_  
John Meeks, Chair

Date: \_\_\_\_\_

ATTEST: Danny Shipp, Clerk of  
Circuit Court and Ex-Officio Clerk to the  
Board of County Commissioners

\_\_\_\_\_  
Danny Shipp

Approved as to form and legal sufficiency

\_\_\_\_\_  
Nicolle M. Shalley, County Attorney

AE ENGINEERING, INC.  
Consultant

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

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

Date: \_\_\_\_\_

October 27, 2021

Alice E. LaLonde, Project Manager  
Levy County Road Department  
P.O. Box 336  
Bronson, FL 32621  
levyrd@levycounty.org

**Re: CEI Services for Flexible Pavement Reconstruction of C330 from C347 to C336  
Financial Project ID: 438170-1-54-01**

Dear Ms. LaLonde:

As requested, please see the revised attached proposal summary and man hour estimates for the Construction Engineering and Inspection (CEI) services for referenced C330 project.

AE Engineering, Inc. (AE) has been a professional service provider in the Construction Engineering & Inspection (CEI) services since March of 2006. AE is a registered DBE/MBE with the State of Florida and a JSEB for COJ. Our firm specializes in Quality Control and Verification Testing for asphalt, concrete, and earthwork operations under the FDOT Quality Control guidelines and has the expertise to ensure the success of this project.

Our specific CEI services consist of:

- Construction Inspection Services
- Daily and Weekly Inspection Reports
- Safety Requirements
- Scheduling / Progress Tracking
- Site Inspections
- Cost Savings Initiatives
- Bid Documents Evaluation
- Quality Control & Quality Assurance
- Project Certifications
- Cost Estimating
- Development of 'As-Built' Plans

AE Engineering is excited to provide professional services to Levy County on this contract and for future opportunities. Please feel free to contact me to discuss the details of the proposal at your convenience. Thanks again for this opportunity.

Sincerely,



Cory Nichols, P.E.,  
Senior Vice President

**CEI Services for Flexible Pavement Reconstruction of C330 from C347 to C336**  
**Financial Project ID: 438170-1-54-01**

Scope of Services

The scope of services includes providing professional CEI services for the above referenced project. The CEI will be responsible for administering the construction compliance and ensuring the project is completed in accordance with the plans and specifications.

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES:**

- Act as agent for Levy County to inspect the construction of the C330 project, monitor the progress of construction, and review and sign-off on requests by the contractor for disbursements and change orders.
- Act as “Construction Inspection” for the project.
- Prepare inspection reports for review by the County in association with each request for disbursement.
- Design Phase constructability review
- Schedule and conduct pre-construction conferences as necessary.
- Ensure that all necessary private property agreements, utility agreements, construction easements and construction/environmental permits are on file.
- Issue Notices to Proceed to the contractor if requested by the County.
- Enforce and perform terms of the construction contracts between the County and contractor.
- Review shop drawings submitted by contractors for conformance to the specifications and distribute to parties as necessary.
- Review thoroughly and answer contractors’ inquiries and RFI’s in a timely manner
- Provide qualified construction inspectors to inspect the work to ensure that construction is proceeding in accordance with the specifications, and that work is constructed in conformance with the contract plans and specifications.
- Direct the contractor, after consultation with the County, on removal and replacement of defective work which does not meet specifications or is otherwise incorrectly constructed.
- Review and analyze contract change order requests and proposals to determine validity and potential cost/time impacts, then recommend appropriate action to the County.
- Review claims and disputes and recommend necessary actions.
- Review and recommend for approval contract change orders and forward necessary documentation and paperwork to the County as to the necessity for such changes, including substantiation of the extra costs thereof.
- Arrange for construction materials testing by third party testing laboratories and review test reports to ensure that materials installed meet the requirements of the contract documents.
- Review construction inspection reports relating to the contractor’s performance and communicate with each, if necessary, regarding non-conformance to plan specifications, workmanship, etc.
- Review contractor’s requests for monthly progress payments and, if appropriate, certify pay application is proper and transmit to the County with recommendation that the invoice be paid.
- If required, review contractor’s pay requests for compliance with minority business enterprise participation requirements.

- If required, review contractor's proposals for additional work or change orders for compliance with minority business enterprise participation requirements
- Adjust requests for monthly progress payments, as necessary, to align amount of pay requested with actual progress of construction satisfactorily performed.
- In the event of the need to revise the contract drawings during the construction period, coordinate with the County and the Design Consultant to obtain the revised originals from the design consultant, review the changes and corrections on behalf of the County, and coordinate the issuance of new prints for the revised drawings to the parties concerned.
- Prepare and maintain monthly progress schedules and reports applicable to all phases of the construction operations, and such special reports as may be required to keep the County fully advised with respect to the progress of construction of the projects.
- Monitor contractor's preparation of in-progress as-built drawings during the course of construction to ensure that final as-built drawings will be easily produced.
- Collect final as-built drawings electronically, review for conformance with the contract documents and specifications, and recommend approval/disapproval to the County.
- If final as-builts are recommended for disapproval, monitor contractor's preparation of revised final as-built drawings.
- Prepare a final engineering report on the construction status of the project, including lessons learned.
- Recommend in writing, that the County make final payment on the project when appropriate.
- Collect documents and deliverables, including release of liens and consent of surety, when required, from the contractor prior to recommending that final payments be made.
- Continue acting as the representative throughout the post-construction phase of the project, which generally cover the contractor's one-year warranty period.
- Deliver final documents, including originals of construction drawings and specifications, approved as-built drawings in Autocad or .pdf format, two sets of blue line prints and the projects files to the County.
- Prepare and deliver final project financial accounting reports to the County.
- Prepare final inspection report in a form satisfactory to the County and FDOT D2, certifying that the project improvements have been constructed in a good and workmanlike manner, are in satisfactory condition, and are ready for immediate use.
- Evaluate and rate the contractor's performance.
- Direct the contractor to replace or correct defective work which becomes known during the warranty period.
- Provide monthly status reports to the County concerning warranty activities and corrective work by contractor.
- Enforce all warranty provisions of the contract documents.
- Schedule and conduct a warranty inspection one month prior to warranty expiration of the project, to include the contractor, design consultant and the County personnel, as appropriate.
- Develop a warranty punchlist and forward to the contractor for corrective action.
- Monitor contractor's performance on addressing the punchlist.
- Advise the County, in writing, when the contractor has satisfactorily completed their obligations under the warranty periods of the contract.

**Cost:** See attached spreadsheet for additional information.

Firm Name	Position Classification	Hourly Rate	Hours	Cost
AE Engineering, Inc.	Contract Manager / CEI Senior Project Engineer	\$ 215.00	115.5	\$ 24,832.50
AE Engineering, Inc.	CEI Project Administrator	\$ 150.00	577.5	\$ 86,625.00
AE Engineering, Inc.	CEI Contract Support Specialist	\$ 100.00	280.5	\$ 28,050.00
AE Engineering, Inc.	CEI Senior Inspector	\$ 95.00	1072.5	\$ 101,887.50
AE Engineering, Inc.	CEI Inspector	\$ 75.00	495.0	\$ 37,125.00
AE Engineering, Inc.	CEI Resident Compliance Specialist	\$ N/A	0	\$ 0

**Total Cost Not to Exceed: \$278,520.00**

# MANLOADING ESTIMATE

ROLE	NAME	FIRM	CEI fro C330 Levy County								TOTAL MAN MONTHS Months	TOTAL MAN HOURS	
			Pre	1	2	3	4	5	6	Post			
Senior Project Engineer	Cory Nichols, P.E	AE	0.05	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.05	<b>0.7</b>	<b>115.50</b>
Project Administrator	Michael Clarke	AE	0.25	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	<b>3.5</b>	<b>577.50</b>
Contract Support Specialist	Jose Vazques, P.E.	AE	0.10	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.10	<b>1.7</b>	<b>280.50</b>
Senior Inspector	James Bleakley	AE	0.25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.25	<b>6.5</b>	<b>1072.50</b>
Inspector	Sean Brown	AE	0.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	0.00	<b>3.0</b>	<b>495.00</b>
Resident Compliance Specialist	Levy County Alice	AE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	<b>0.0</b>	<b>0.00</b>
<b>Subtotal Man Months</b>			<b>0.7</b>	<b>1.9</b>	<b>1.9</b>	<b>1.9</b>	<b>2.9</b>	<b>2.9</b>	<b>2.9</b>	<b>2.9</b>	<b>0.7</b>	<b>15.4</b>	<b>2541.0</b>

**Note:** Proposed Manloading Estimate includes 30 days prior to start of construction and 30 days after Final Acceptance. Assume 165 hours per month.