

TASK ASSIGNMENT TO AGREEMENT FOR ENGINEERING SERVICES
CONSTRUCTION AND ENGINEERING INSPECTION FOR
RESURFACING OF CR 337 NORTH FROM SR 24 TO ALACHUA COUNTY LINE

THIS TASK ASSIGNMENT is issued by LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County") to WRIGHT-PIERCE, INC., (hereinafter referred to as "Consultant"), pursuant to the Agreement between Levy County and Wright-Pierce, Inc., for Continuing Professional Services dated December 8, 2020 (herein "Continuing Professional Services Agreement"), for construction and engineering inspection services for the resurfacing of CR 337 North from SR 24 to Alachua County Line funded by the Florida Small County Road Assistance Program (the "Project" or "project") through the State of Florida, Department of Transportation (referred to as "FDOT" for purposes of this Task Assignment).

1. Scope of Services. Pursuant to the provisions of the Continuing Professional Services Agreement and this Task Assignment, Consultant shall provide all of the services and materials described in Exhibit "A" Construction and Engineering Inspection Scope of Services for the Project ("Scope of Services"), attached hereto and by this reference incorporated herein, at the level of workmanship and quality set out in the Continuing Professional Services Agreement.

2. Proposal. Consultant submitted a proposal for the Project, dated 23 June 2021, which is attached hereto (the "Proposal"). The Proposal is divided into Consultant's proposal narrative, and fee proposal submitted to County which consists of four pages. The entire four pages of the Proposals contained in Consultant's proposal document dated 23 June 2021, are incorporated herein by this reference.

3. Compensation. County shall compensate Consultant for its services pursuant to this Task Assignment a not to exceed amount of One Hundred Twelve Thousand Nine Hundred Seventy Dollars (\$112,970), in accordance with the fee set forth in the Proposal. Invoices or requests for payments and payments 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.

A. In addition to any other provisions of the Continuing Professional Services Agreement and the Scope of Services, Consultant shall comply with all provisions of the State of Florida Department of Transportation Small County Road Assistance Agreement with County dated November 17, 2020 Financial Project No. 436444-1-54-01, as extended by letter issued by FDOT dated April 20, 2021 (herein collectively "SCRAP Agreement"), that are related to the Scope of Services to be provided by consultant, and which are assignable or applicable to Consultant in the provisions of its services to County herein. The SCRAP 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) and as file 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 covered described herein may contained or 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 such subconsultants or subcontractors during the term of this Task Assignment.

G. In the event of cancellation or termination of the SCRAP 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 SCRAP Agreement for which costs and be substantiated.

4. In the event of a conflict between the documents setting for obligations pursuant to this Task Assignment or incorporated into this Task Assignment, the documents will be given precedence in the following order

- First: The SCRAP Agreement;
- Second: This Task Assignment;
- Third: The Scope of Services in Exhibit "A";
- Fourth: The Continuing Professional Services Agreement.

All other terms of the Continuing Professional Services Agreement not in conflict with the SCRAP 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:

Heather E. ...

Heather E. ... Interim County Attorney

WRIGHT-PIERCE, INC.
Consultant

By: _____

Title: _____

Date: _____

July 23, 2021
W-P Project No. T16092

Ms. Alicia Tretheway, Procurement Coordinator
Levy County Board of County Commissioners
310 School Street
Bronson, FL 32621

Subject: CR 337 Resurfacing
Financial Project ID – 436555-1-54-01
Fee Proposal for Construction Engineering and Inspection Services (CEI)

Dear Ms. Tretheway:

Wright-Pierce (Engineer) would like to thank Levy County (County) for the opportunity to provide professional engineering services to administer the Construction Contract for resurfacing and widening of CR337. This fee proposal provides our proposed scope of services and associated fees.

PROJECT BACKGROUND AND UNDERSTANDING

Wright-Pierce was selected by Levy County to provide Construction Engineering and Inspection Services (CEI) services for the resurfacing and widening of CR 337. The project consists of approximately six miles of resurfacing and widening from SR 24 to the Alachua County line (SW 127th Avenue). We have reviewed the bid documents consisting of Special Conditions, Bid Form and Plans provided by Mills Engineering Company. The project consists of resurfacing approximately the 0.92 miles CR 337 from SR 24 to CR 32 along with resurfacing and widening from CR 32 to the Alachua County line. The resurfacing will be partially funded by Florida Department of Transportation (FDOT) Small County Road Assistance Program (SCRAP). The widening consists of increasing the north and southbound lane widths by 2 feet. It is our understanding that the widening work is being funded separately from the FDOT SCRAP resurfacing.

The County has requested full time inspection services, based on the RFP the project duration is 6 months and we have budgeted 50 hours per week of inspection time.

PROPOSED SCOPE OF SERVICES

The County is seeking to staff the CEI efforts with a part-time Senior Project Engineer and CEI Senior Inspector and a full-time CEI Inspector for an estimated 6-month construction period. Wright-Pierce and our subconsultant Madrid CPWG will provide qualified field staffing for the duration of construction. Madrid CPWG is a FDOT Disadvantaged Business Enterprise (DBE) and is pre-qualified under 10.1 Roadway CEI. Wright Pierce will administer the contract and Madrid CPWG will staff the project with qualified personnel meeting the requirements of the RFP.

General Services

Wright-Pierce will serve as an extension of County staff and coordinate preconstruction, construction observation and project closeout activities. We will maintain daily records of significant project activities while on site and provide an estimate of work completed by the contractor. Separate quantity tabulations will be provided for the work associated with the widening north of CR 32 which is being funded by the County and is not part of the SCRAP resurfacing work. Our team's general responsibilities will include:

- Administer, monitor and inspect the construction to verify reasonable conformity with plans
- Review of the Contractor provided Quality Control Plan
- Daily observation of construction while the Contractor is on site
- Identify discrepancies or quality of work defects and report to the Contractor and County
- Report any design defects identified by the Contractor to the County
- Daily report of work observed and construction progress
- Review of Contractor Prepared monthly pay requisitions
- Observe condition of installed erosion control measures
- Review contractor's erosion control inspection reports
- Assist the County with requests for information submitted by the contractor
- Hold biweekly progress, kickoff and pre-paving construction coordination meetings
- Coordinate with contractor's field personnel while on site
- Review contractor prepared documentation for project final As-Builts
- Substantial Completion walkthrough and punch list generation
- Final Completion walkthrough and project acceptance

On-Site Inspection Services

In addition to the above General Services, we will inspect materials delivered to the work zone for compliance with the project plans and specifications and report any deficiencies to the Contractor and County. We will also monitor the installation ongoing maintenance of the Contractor's Work Zone Traffic Control Plan and any field modifications made by the Contractor.

We will prepare and maintain accurate daily records of the installed quantities which will be included in the daily reports. Daily reports will include reporting on the overall construction progress and include separate tabulations for the widening and resurfacing work quantities.

This proposal is based on the understanding that full time inspection is required for the project which is expected to last 6 months. Additionally, as noted in the RFP this proposal assumes that staffing for field inspection services is to be provided by a CEI Senior Inspector and/or CEI Inspector. For 6 months of inspection our proposed fees are based on 50 hours per week and have been allocated as follows:

- CEI Sr. Inspector (25% time) – 24 weeks x 50 hrs x 5% = 60 hours
- CEI Inspector (75% time) – 24 weeks x 50 hrs x 95% = 1140 hours

Ms. Alicia Tretheway, Levy County

June 23, 2021

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Sampling and Testing Services

We will review the initial submittal of the Contractors Quality Control plan and coordinate with the County on potential modifications. During construction, we will review the Contractors Monthly Certification of Compliance which will include all delivery tickets, material certifications, test data forms and results.

Per the Special Provisions, the Contractor will submit all test results to the Engineer. Testing during construction is anticipated to be limited to mainly pavement smoothness testing in accordance with FM 5-509. The Contractor will furnish the straightedge testing equipment and perform the testing while ensuring the Engineer is present when the testing is performed.

The Engineer will review the mix design provided by the Contractor, only FDOT approved mix designs provided by FDOT Certified Producers are allowed per the Special Provisions. Asphalt material testing under this contract is limited to Verification Testing as indicated in Subarticle 334-5.5 of the Special Provisions, if deemed necessary by the Engineer. The Contractor shall either perform the testing or the Engineer can run the tests. Any testing requested by the County and performed by the Engineer will be billed as a reimbursable expense.

FEE ESTIMATE

CONSULTANT	FEES
Wright-Pierce	\$18,430
Madrid CPWG	\$97,196

We propose to complete the services on a time and material basis for an amount not to exceed **\$115,626** unless additional compensation is approved by the County. We will bill the County on an hourly basis using the rates agreed to within Exhibit A of the Continuing Services Agreement dated December 11, 2020. Expenses will be billed at cost and subconsultants costs will be billed at cost plus a 10% markup. Wright-Pierce will bill the County monthly and provide a monthly summary report of the services provided during each monthly invoicing period.

We appreciate the opportunity to present this proposal and to serve Levy County. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,
WRIGHT-PIERCE



Dennis Davis, PE
Senior Client Service Manager
dennis.davis@wright-pierce.com

Levy County Professional Services – CEI for CR 337

Contract Acceptance Signatures

Engineer: **Wright-Pierce, Inc.**

Owner: **Levy County**

By: _____
Signature

By: _____
Signature

Date: June 23, 2021

Date: _____

Steven C. Hallowell, PE

Vice President
