

RESOLUTION NO. 2019 - 254

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE TASK ORDER NO: 03 TO PROSSER, INC UNDER RFQ NO: 14-05 (MASTER CONTRACT NO: 17-MAS-PRO-05103) FOR DESIGN SERVICES FOR SIX-LANING COUNTY ROAD 210, EAST OF I-95 FROM CE WILSON ROAD TO TWIN CREEKS DRI BOUNDARY.

RECITALS

WHEREAS, On March 19, 2014, the County entered into a task order based continuing services contract with Prosser, Inc (formerly Prosser Hallock, Inc); and;

WHEREAS, the SJC Engineering Department requires a six-laning design for County Road 210, east of Interstate 95, from CE Wilson Road to the Twin Creeks DRI Boundary; and;

WHEREAS, the developer of Twin Creeks has contracted with Prosser, Inc to provide a four-laning design of the project area, however, SJC Engineering can realize cost savings and project efficiencies by having Prosser, Inc provide plans and specs for a six-laning project as an effort to plan and prepare for future growth and expansion; and;

WHEREAS, the SJC Engineering Department is also requesting a transfer from Zone B Impact Fee Reserves to fund the project; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed task order (attached hereto, an incorporated herein) and finds that executing the task order to complete the work services serves a public purpose; and;

WHEREAS, the task order will be in substantial conformance with the attached draft task order.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to issue a task order to Prosser, Inc to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a task order in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in the task order.

Section 4. The necessary funds are authorized to be transferred from Zone B Impact Fee Reserves, in the amount of \$600,000.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6<sup>th</sup> day of August, 2019.

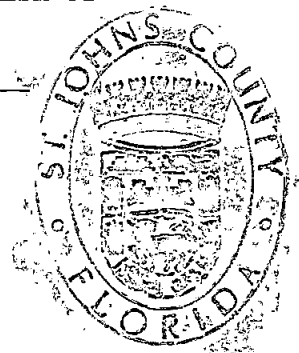
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halthorn Deputy Clerk

RENDITION DATE 8/8/19





# St. Johns County Board of County Commissioners

Purchasing Division

**CONTRACT TASK ORDER NO: 03**  
RFQ No: 14-05; Engineering Services  
Master Contract No: 14-MAS-PRO-05103

**Consultant:** Prosser, Inc  
13901 Sutton Park Drive South, Suite 200  
Jacksonville, FL 32224

**Date:** July 18, 2019

**Project:** Design & Permitting for Six-Laning CR 210 West of I-95 from CE Wilson Road to Twin Creeks DRI Boundary

**SCOPE OF WORK:**

Task Order #03 is hereby issued to authorize Prosser, Inc. ("Consultant"), to provide engineering services to design and permit the six-lane widening of County Road 210, west of Interstate 95, from CE Wilson Road to the Twin Creeks DRI Boundary. The final design and permitting will be for the roadway, drainage, signing, pavement parking and maintenance of traffic as provided in the Consultant's proposal, dated 6/4/19, attached hereto.

**PAYMENT TERMS:**

The County shall compensate the Consultant, under Task Order #03, a not-to-exceed amount of three hundred eighty-four thousand thirteen dollars and two cents (\$390,099.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated March 19, 2014.

**SCHEDULE:**

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. Work shall be completed within three hundred (300) consecutive calendar days from the Effective Date of this Task Order. Any work performed prior to the full execution of this Task Order shall be at the Consultant's Own Risk. Receipt of a fully executed copy of this Task Order #03 shall serve as Notice to Proceed for this project.

**Prosser, Inc.**

**St. Johns County, Florida**

Representative  
Signature:

Representative  
Signature:

Printed Name  
& Title:

Printed Name      Jaime T. Locklear, MPA, CPPB, FCCM  
& Title:              Purchasing Manager

Date:

Date:

All terms and conditions of the above-referenced Master Contract dated March 19, 2014 remain in full force and effect. All invoices must reference Task Order #03. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.



13901 Sutton Park Drive South, Suite 200  
Jacksonville, Florida 32224-0119  
p 904.739.3655 f 904.730.3413  
www.prosserinc.com

June 04, 2019

~ Mr. Jay Brawley, PE, AICP  
County Engineer  
St. Johns County BOCC  
2740 Industry Center Road  
St. Augustine, FL 32084

**Re: Scope and Fee Proposal for Design and Permitting of  
County Road 210 Widening from West of I-95 to the DRI Boundary – T.W.O. #3**  
Prosser Project Number: 113074.03  
County Contract Number: 14-MASPRO-05103 Req. 14-05

Dear Mr. Brawley:

Prosser is pleased to present this scope and fee proposal for design and permitting of County Road 210. The limits of the project are along County Road 210 from West of I-95 where the four-lane curb and gutter section ends to the DRI Boundary – a distance of approximately 3,150 linear feet. Our services will include final design and permitting of the roadway, drainage, signing and pavement marking, and maintenance of traffic improvements detailed below.

This proposal has been developed on the premise that the County will be providing updated data for survey, environmental, and geotechnical. We have attached proposals to update this data from the responsible consultants.

### **TASK 1. ROADWAY FINAL DESIGN**

#### **A. Design Standards**

The roadway, drainage, signing and marking, and traffic control plans shall be developed in accordance with applicable St. Johns County Land Development Code, FDOT standards and guidelines, as well as the Manual on Uniform Traffic Control Devices.

The project specifications shall rely on the published specifications of both agencies. Technical specifications will be prepared only for construction items not covered by their standard specifications.

#### **B. Roadway Design**

As you know, we previously designed and received County approval for widening plans on this stretch of roadway as a 4-lane urban collector centered on the existing roadway. This proposal will re-design this stretch of roadway so that a future 6-lane widening can be accommodated at an unknown date with minimal design effort on behalf of the County. The County has directed Prosser to design the proposed improvements within 155' of total right-of-way and 10' utility easements on either side (175' of total width).

Included in the roadway design will be drainage, permitting, traffic control, and signing and marking plans as required by St. Johns County. The proposed improvements will utilize two existing stormwater ponds; Pond 2A in the Twin Creeks Development and Pond 1 (Permit Number 87436-1). It is anticipated the two ponds will require physical modifications, permit modifications, stormwater analysis to accommodate the 6-lane widening conveyance, and spread analysis for the future condition. Wetland impacts are anticipated per the previous design plans.

Our roadway and drainage designs will be subject to review and approval of St. Johns County. Other agencies with permitting jurisdiction include the St. Johns River Water Management District and the US Army Corps of Engineers. Our team will prepare and submit stormwater permit applications to the St. Johns River Water Management District and assist the County's environmental subconsultant with the environmental permitting for each of these agencies, as required.

In order to assist you with budgeting, Prosser will prepare a construction cost estimate with the 60% plan submittal and update it with the 90% plan submittal.

C. Utility Design

Utility design and relocations will be the responsibility of the utility owners. Prosser will coordinate with the Utility Owners and provide plans for review during the design process. Per the local utility agreements, St. Johns County is not responsible for utility design, locates, or relocations associated with improvements in the public right-of-way.

D. Submittals and Schedule

During final design, the project plans will be submitted to St. Johns County and applicable agencies for review at 60% completion, 90% completion, and signed and sealed plans. Any technical specifications required by the project and a construction cost estimate shall be submitted with the 90% and signed and sealed plans. The preliminary project schedule will be as follows:

<u>Milestone or Task</u>	<u>Duration</u>	<u>Date</u>
Notice To Proceed	1 day	August 5, 2019 (assumed)
Data Collection	40 days	September 30
Prepare 60% Plans	40 days	
Submit 60% Plans	1 day	November 26
County Review of 60% Plans	10 days	
Prepare SJRWMD Permit	15 days	
Submit SJRWMD Permit	1 day	January 6 <sup>th</sup> , 2020
SJRWMD Permit Review	20 days	
Prepare 90% Plans	20 days	
<b>County Secures R/W and TCEs</b>	<b>70 days</b>	<b>November 12, 2019</b>
Submit 90% Plans	1 day	February 13 <sup>th</sup>

County Review of 90% Plans	10 days	
Prepare Final Plans	15 days	
Submit Final Plans	1 day	March 20th
County Review of Final Plans	20 days	
Receive County Permit for Construction	<u>1 days</u>	April 17th, 2020
<u>Design and permitting complete:</u>	<u>9.5 months</u>	

As can be seen in the above schedule, the vast majority of the work will be complete prior the County obtaining right of way. If for whatever reason the location or amount of ROW obtained differs from the construction plans, the efforts to modify the plan will fall under separate cover.

**TASK 2. PERMITTING, AGENCY MEETINGS AND ESTIMATES**

Prosser, in coordination with the County’s environmental subconsultant, shall prepare, submit and complete permit documents required by the St. Johns River Water Management District and U.S. Army Corps of Engineers. Prosser anticipates at least one pre-application meeting and one review meeting with each agency.

Any required permit fees shall be paid by the owner as direct expenses. Prosser shall keep you apprised of such fees and their due dates in order not to delay any permits. Each of the agencies mentioned in the prior paragraph typically requires fees to be paid with an initial application.

**TASK 3. OWNER COORDINATION MEETINGS**

Prosser’s project manager will update your representative as the project requires, at least monthly, via email, at our office, or by teleconference to coordinate project issues and keep you updated on the design and permitting process.

**CONSTRUCTION ADMINISTRATION**

Based on our previous correspondence, we have prepared this proposal anticipating that Prosser will be providing construction administration services for this project on a time and materials basis. This will be submitted under a separate task work order with a related scope and fee proposal.

**WORK COMPLETED BY OTHER CONSULTANTS**

A. Survey, Parcel Sketches and Legal Descriptions

Topographic survey for the project area has already been completed under prior contracts. This survey will be updated by the County’s surveyor per the attached proposal as the basis for our design. Right of way mapping, parcel sketches, and legal descriptions will be provided by the County.

B. Geotechnical Engineering

Geotechnical engineering for the project was previously completed under prior contracts. This engineering effort will be updated by the County's Engineer per the attached proposal as the basis for our design. The information contained in the engineering report may have change due to changing field conditions (such as groundwater levels).

C. Wetland and Wildlife Permitting

Environmental permitting for the project was previously completed under prior contracts. This permitting effort will be updated by the County's Engineer per the attached proposal as the basis for our design. The information contained in the engineering report may have change due to changing field conditions (such as groundwater levels).

**EXCLUSIONS**

Work tasks specifically excluded from this proposal include, but are not limited to, the following list. Should you need these additional services, we will prepare an amended agreement for your review and approval before undertaking additions to the previously-described scope.

- Construction administration (see separate proposal)
- Traffic Signal Design
- Structural Design
- Design of Pump Station
- Traffic analysis including long-range or area-wide projections
- Utility design or improvements
- Land or easement acquisition or other real estate services
- Utility design for St. Johns County Utilities
- Recording of plats, easements, or other documents
- Environmental studies or analysis
- NPDES stormwater permitting
- Stormwater or landscape maintenance agreement assistance
- Permitting fees
- Environmental Permitting
- Geotech
- Survey
- Right of way acquisition
- Alternatives analysis
- Lighting design
- Structural design
- Signal design
- Landscape design
- Utility construction/relocation coordination
- Wetland flagging
- ITS
- Siting Additional Pond Locations (Other Than These Specified)
- Tree mitigation
- Bid Quantities within the Plans
- Comparing and Estimating 4 Lane and 6 Lane Designs

**FEES**

TASK	DESCRIPTION	FEE
1	Design	\$229,410
2	Permitting, Agency Meetings, Estimates	\$29,784
3	Owner Coordination Meetings (Project Management)	\$40,805
	<b>Sub-total Design:</b>	<b>\$299,999.00</b>

Prosser proposes to complete Tasks 1 through 3 on a lump sum basis. Below are the budgeted costs associated to update the existing data and construction services. (See attached scope and fee for each)

TASK	DESCRIPTION	FEE
A-1	Survey	\$11,500
A-2	Environmental	\$26,200
A-3	Geotech	\$2,400
A-4	Construction Administration (Time and Materials)	\$50,000
	<b>Sub-total Additional:</b>	<b>\$90,100</b>
<b>TOTAL FOR ALL WORK</b>		<b>\$390,099</b>

**OUT-OF-POCKET EXPENSES**

Out-of-pocket expenses will be billed according to the terms in the existing contract.

**ADDITIONAL SERVICES**

This proposal addresses the tasks necessary to design, permit and bid the County Road 210 project. However, as design and permitting of the project progresses, the need for Additional Services may arise. At your request, Prosser will prepare a scope and fee proposal to clearly define any Additional Services and await your approval prior to initiating any such work.

If you have any questions about this proposal, please do not hesitate to contact us. Should you find this proposal acceptable, please sign where indicated below and return one original agreement to our office.

We appreciate the opportunity to provide professional engineering services to you.

Sincerely,

**PROSSER, INC.**



J. Bradford Davis, P.E.  
Principal

Accepted By:

**St. Johns County BOCC**

Signature

Title

Date

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.  
  
The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

**PROSSER™**