

RESOLUTION NO. 2021-51

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, PROVISIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN JACKSONVILLE ELECTRIC AUTHORITY (JEA) AND ST. JOHNS COUNTY IN THE AMOUNT OF \$1,525,038; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY; PROVIDING AN EFFECTIVE DATE; AMENDING THE FISCAL YEAR 2021 TRANSPORTATION TRUST FUND BUDGET TO RECEIVE UNANTICIPATED REVENUE, AND AUTHORIZE ITS EXPENDITURE BY THE TRANSPORTATION TRUST FUND.

WHEREAS, St. Johns County ("County") and Jacksonville Electric Authority ("JEA") desire to enter into an Agreement ("Agreement") providing for funding to the Transportation Trust Fund; and

WHEREAS, in order to allow for JEA to provide funds to the Transportation Trust Fund, the County and JEA wish to enter into an Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, JEA will provide the funds to the County pursuant to the Agreement; and

WHEREAS, the County, when preparing its budget for Fiscal Year 2021, did not anticipate receiving revenue from JEA; and

WHEREAS, recognizing and appropriating \$1,525,038 to the Transportation Trust Fund will allow payment of expenses; and

WHEREAS, entering into the Agreement serves the interests of the County and the public.

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 findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the Agreement between JEA and St. Johns County, and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County, in substantially the same form and format as attached.

Section 3. The Board of County Commissioners recognizes and appropriates unanticipated revenue and authorizes its expenditure in the amount of \$1,525,038 within the Transportation Trust Fund.

Section 4. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 2nd day of February, 2021.

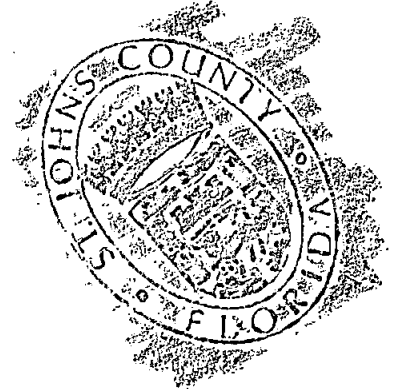
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of the Circuit Court and Comptroller

RENDITION DATE 2/4/21

By: Ram Halteem
Deputy Clerk



AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 1 day of December, 2020, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the state of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, ("County") and JEA, a body politic and corporate of the State of Florida, whose address is 21 W. Church Street, Jacksonville, Florida 32202-3155 ("JEA").

RECITALS

WHEREAS, the County has undertaken to perform certain roadway improvements to Racetrack Road in St. Johns County, Florida, including the widening of the bridge deck of Durbin Creek Bridge; and

WHEREAS, the original design plans for the widening of Durbin Creek Bridge included accommodation for pedestrian traffic and for future additional lanes of vehicular traffic upon the same bridge deck; and

WHEREAS, in order to accommodate pedestrian traffic and future additional lanes of vehicular traffic upon the same bridge deck, the original design plans required the placement of pile supports for the larger bridge deck; and

WHEREAS, JEA owns, operates, and maintains a thirty inch (30") potable water main and a twenty four inch (24") reclaimed water main (collectively, "Utilities") within the County right-of-way for the Durbin Creek Bridge, as depicted in the JEA South Grid Potable Water – Reclaim Water Pipelines, WCS-016-05, South Grid Interconnect – 30" HDPE, dated July 11, 2005, attached hereto as Exhibit A and incorporated herein by reference, and in the JEA South Grid Potable Water – Reclaim Water Pipelines, WCS-016-05, South Grid Interconnect – 24" HDPE, dated July 11, 2005, attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, under the original design plans for the widening of Durbin Creek Bridge, the Utilities would be impacted by the placement of pile supports for the bridge deck widening such that the Utilities would need to be abandoned and relocated by JEA; and

WHEREAS, the County has determined that the cost to construct the pedestrian traffic accommodation according to the original design plans for the widening of the bridge deck of Durbin Creek Bridge, including materials already purchased and work already performed, totals \$592,962.00 ("Contract Cost Savings"); and

WHEREAS, the County and JEA have discussed the feasibility of an alternative bridge deck construction whereby pedestrian traffic would be accommodated on a 6-span prestressed concrete beam bridge on prestressed concrete pile bents that would be located within County right-of-way and separate from vehicular traffic such that the Utilities would not be impacted and not need to be relocated ("Pedestrian Bridge"); and

WHEREAS, the County has estimated the total cost to design and construct the Pedestrian Bridge to be \$2,118,000.00 ("Cost Estimate"), as reflected in the cost estimate attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, JEA has determined that the cost and expenses that JEA would incur to abandon and relocate the Utilities would exceed the difference of the Cost Estimate and the Contract Cost Savings, or \$1,525,038.00; and

WHEREAS, the County and JEA have agreed to an arrangement whereby JEA would make a payment to the County in the amount of the \$1,525,038.00, and the County would execute a utility easement in favor of JEA for the existing Utilities;

WHEREAS, the County and JEA wish to enter into this Agreement in order to formally memorialize the above arrangement; and

WHEREAS, the parties recognize the benefits that may be afforded to the public by this Agreement and that this Agreement will not create an undue burden on the County or JEA.

NOW, THEREFORE, in consideration of the terms provided below and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the County and JEA do hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated into this Agreement as findings of fact.

2. JEA Obligations. No later than twenty-eight (28) days after the effective date of this Agreement, JEA shall pay the County the sum of \$1,525,038.00.

3. County Obligations.

a. No later than fourteen (14) days after receipt of the payment set forth in Section 2, above, the County shall execute, and deliver to JEA for recording in the public records, a grant of utility easement in favor of JEA for the exclusive use of the existing Utilities. Such grant of utility easement shall be in substantially the form and format attached hereto as Exhibit D and incorporated herein by reference. JEA shall pay all recording costs and taxes necessary to record the grant of utility easement in the public records and will hold the County harmless for any such costs and taxes.

b. The use, appropriation, and expenditure of the payment funds set forth in Section 2, above, shall be at the sole discretion of the County for any legal purpose. Nothing in this this Agreement, including but not limited to the receipt of such funds, shall be construed to in any way obligate, or create a duty on the part of, the County to (i) use, appropriate, or expend such funds for any particular purpose, including but not limited to the design or construction of the Pedestrian Bridge or other pedestrian traffic accommodation across Durbin Creek at Racetrack Road, or (ii) ever design or construct the Pedestrian Bridge or other pedestrian traffic accommodation across Durbin Creek at Racetrack Road at any time.

4. Availability of Funds. The County's performance under this Agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of section 129.07, Florida Statutes, funds expended by the County under this Agreement shall not exceed the amount appropriated in the County's

budget for that purpose. Nothing in this Agreement shall create any obligation on the part of the Board to appropriate funds for the County's performance under this Agreement in any given fiscal year.

5. Notice. All notices to the County shall be delivered either by hand (receipt of delivery required), or by certified mail, return receipt required, to:

St. Johns County
Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084

With copy to: St. Johns County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All notices to JEA shall be delivered either by hand (receipt of delivery required), or by certified mail, return receipt required, to:

JEA
21 West Church St.
Jacksonville, FL 32022

With copy to: Jody L. Brooks
JEA
Chief Legal Counsel
21 West Church St. (T-16)
Jacksonville, FL 32022

All other correspondence not classified as notices may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including faxing, e-mailing, or text messaging.

6. Assignment. No party shall assign, pledge or transfer any of the rights, duties, or obligations provided in this Agreement without the prior written consent of the other party.

7. Third Party Beneficiaries. This Agreement does not confer or infer third party beneficiary status or interest to any other person or entity.

8. Relationship of the Parties. This Agreement shall not be construed to create any agency, partnership, association, joint venture, or other fiduciary or other confidential relationship between the County and JEA.

9. Non-Waiver. The failure of either party to insist upon the strict performance or compliance with any provision of this Agreement shall not constitute a waiver or relinquishment of such provision, and all such provisions shall remain in effect unless waived or relinquished in writing. Any such written waiver or relinquishment shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or relinquishment or the waiver or relinquishment of any future matter.

10. Severability. If any part of this Agreement, or the application thereof, is declared void, unconstitutional, invalid, or otherwise unenforceable for any reason, such part shall be severable, and the remaining portions of the Agreement shall remain in effect.

11. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

12. Negotiated Agreement. This Agreement was negotiated and prepared by both parties with each party having had the opportunity to consult with counsel and advisers of their own choosing. The parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Agreement or any part thereof.

13. Section Headings. Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

15. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida, without regard to choice of law provisions. Venue for any administrative and/or legal action arising under this Agreement shall lie exclusively in St. Johns County, Florida.

16. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

17. Authority to Execute. Each party covenants that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

18. Effective Date. This Agreement shall be effective on the date of the last signature of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the County and JEA have caused these presents to be executed on the day and year set forth below.

Signed, sealed and delivered in our presence as Witnesses:

ST. JOHNS COUNTY, a political subdivision of the State of Florida

(sign) _____
(print) _____

By: _____
Hunter S. Conrad
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by HUNTER S. CONRAD, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed and Sealed in Our Presence as Witnesses:

JEA, a body politic and corporate

Sign Beraldine Whittaker
Print BERALDINE WHITTAKER

By: Hai X. Vu
Print: HAI X. VU

Sign Madricka Jones
Print MADRICKA JONES

Title: INTERIM GM, WATER & WASTEWATER SYSTEMS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of December, 2020, by Hai X. Vu as Interim GM w/w Systems of JEA, a body politic and corporate, on behalf of JEA, and who is personally known to me or has produced _____ as identification.

Jessica Carter Smith
Notary Public
My Commission expires: 5/10/21

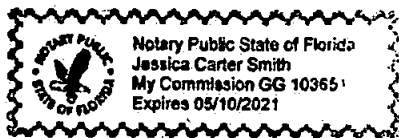
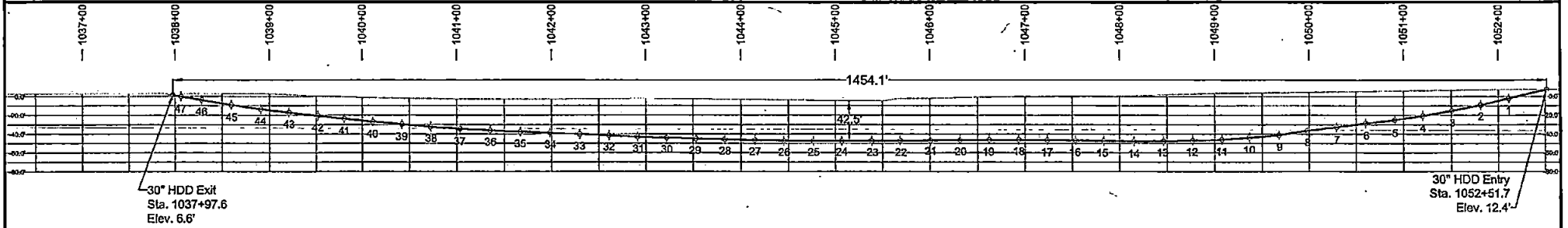
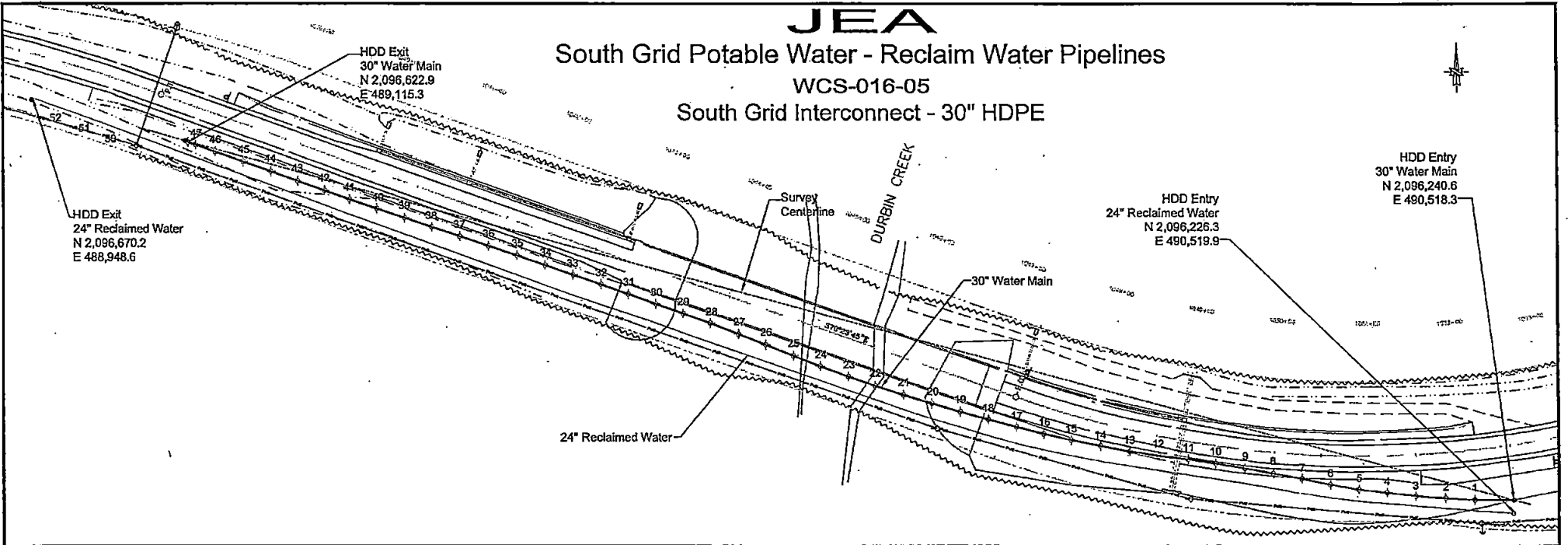


Exhibit A

JEA South Grid Potable Water – Reclaim Water Pipelines, WCS-016-05, South Grid
Interconnect – 30” HDPE, dated July 11, 2005



South Grid Potable Water - Reclaim Water Pipelines
 WCS-016-05
 South Grid Interconnect - 30" HDPE



Jt.#	Station	Elev.	Offset	Jt.#	Station	Elev.	Offset	Jt.#	Station	Elev.	Offset	Jt.#	Station	Elev.	Offset	Jt.#	Station	Elev.	Offset
0	1052+51.7	12.4	0.0	10	1049+38.6	-39.0	-44.6	20	1046+31.4	-41.5	-51.9	30	1043+22.1	-39.3	-35.6	40	1040+11.2	-21.9	-15.1
1	1052+11.3	3.0	-10.8	11	1049+07.5	-41.2	-48.1	21	1046+00.2	-41.9	-60.9	31	1042+91.2	-38.1	-33.3	41	1039+80.6	-18.8	-13.3
2	1051+81.1	-4.2	-17.2	12	1048+76.6	-41.9	-52.7	22	1045+68.8	-42.2	-59.4	32	1042+60.7	-36.6	-31.0	42	1039+51.8	-15.7	-11.5
3	1051+50.4	-7.4	-23.0	13	1048+46.1	-42.7	-56.2	23	1045+38.8	-42.3	-57.4	33	1042+29.7	-35.2	-28.7	43	1039+20.9	-12.2	-9.4
4	1051+20.2	-15.7	-27.3	14	1048+15.0	-42.8	-58.8	24	1045+08.9	-42.5	-54.6	34	1041+88.4	-33.9	-26.5	44	1038+90.7	-8.6	-7.3
5	1050+80.8	-20.0	-31.6	15	1047+83.2	-42.3	-60.7	25	1044+76.5	-42.5	-51.2	35	1041+66.9	-32.7	-24.5	45	1038+59.6	-4.0	-5.1
6	1050+60.0	-23.7	-34.6	16	1047+53.4	-41.9	-62.1	26	1044+45.1	-42.2	-47.5	36	1041+35.1	-31.3	-22.5	46	1038+28.2	1.2	-2.7
7	1050+29.2	-27.7	-38.4	17	1047+23.8	-41.5	-62.6	27	1044+14.5	-41.8	-44.0	37	1041+03.5	-29.6	-20.6	47	1038+06.4	5.1	-1.2
8	1049+88.1	-31.7	-38.9	18	1046+93.2	-41.3	-62.7	28	1043+83.1	-40.7	-40.6	38	1040+72.3	-27.4	-18.8	48	1037+97.6	6.6	-0.8
9	1049+67.8	-35.3	-41.3	19	1046+62.1	-41.3	-62.5	29	1043+53.0	-40.0	-37.9	39	1040+41.9	-24.8	-17.0				

All Base Drawings are from
 JEA WCS-016-05 "South Grid Potable
 Water, Reclaim Water Pipelines" Plans.
 Released for Construction 1-28-05

Horizontal Pipe Length = 1454'
 Measured Pipe Length = 1462'

Scale: 1" = 100'

			868 ROBINWOOD CT. TRAVERSE CITY, MI 49666 PH: (231) 929-1242 FAX: (231) 941-7412		
DATE: 7-11-05	JCR No.: 04-4092	DATE: 8/11/05	DATE: 7-11-05	JCR No.: 04-4092	DATE: 8/11/05
CLIENT: Gurney Construction			PROFILE DIRECTION: E to W		
LOCATION: Durbin Creek Jacksonville, FL			DRAWING No.: AB-DC30		

Exhibit B

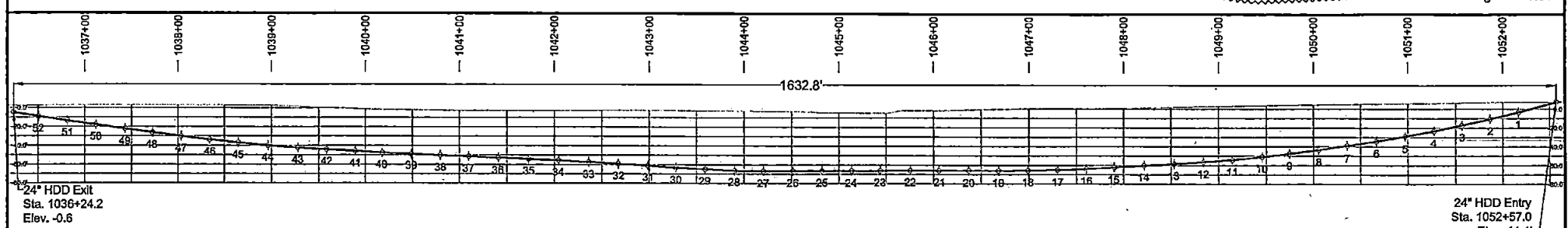
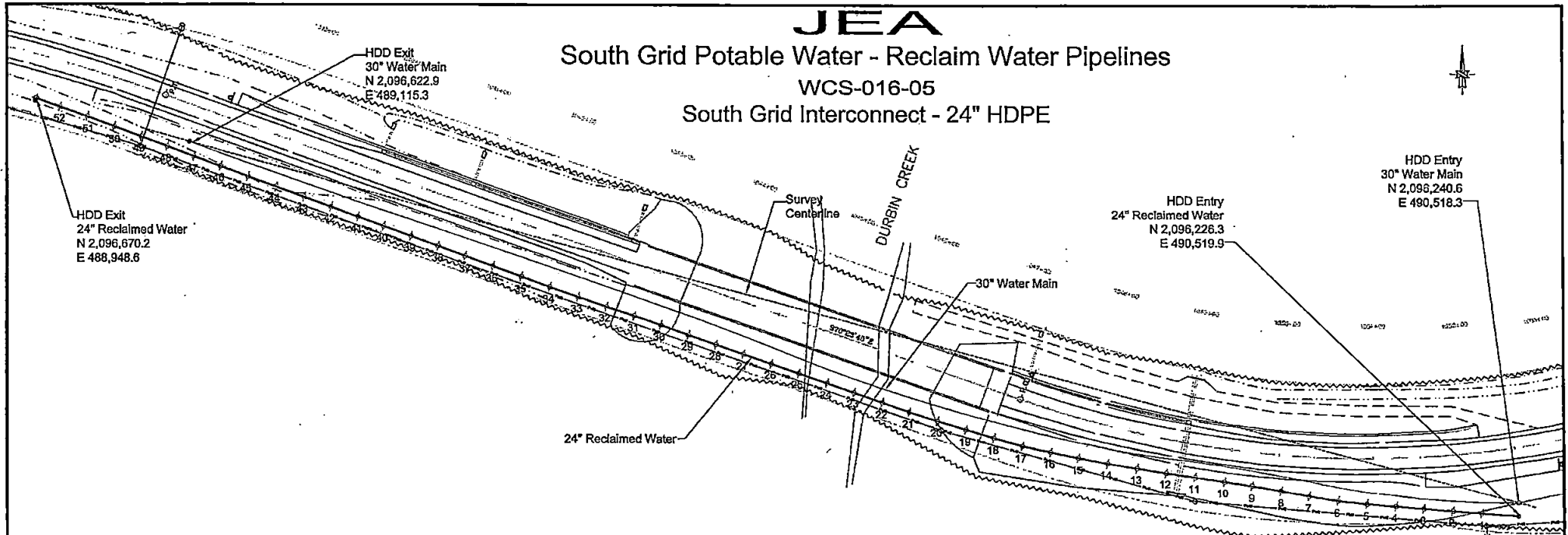
JEA South Grid Potable Water – Reclaim Water Pipelines, WCS-016-05, South Grid
Interconnect – 24” HDPE, dated July 11, 2005

JEA

South Grid Potable Water - Reclaim Water Pipelines

WCS-016-05

South Grid Interconnect - 24" HDPE



Jt#	Station	Elev.	Offset	Jt#	Station	Elev.	Offset	Jt#	Station	Elev.	Offset	Jt#	Station	Elev.	Offset	Jt#	Station	Elev.	Offset
Entry	1052+57.0	11.4	-13.3	11	1049+14.5	-50.2	-63.8	22	1045+75.6	-62.0	-73.9	33	1042+36.0	-53.5	-49.8	44	1038+96.5	-36.1	-21.5
1	1052+16.8	0.7	-21.4	12	1048+84.1	-52.6	-67.3	23	1045+43.9	-62.3	-71.7	34	1042+04.5	-51.7	-47.2	45	1038+64.8	-33.2	-18.9
2	1051+86.6	-6.7	-27.1	13	1048+53.1	-54.6	-70.8	24	1045+13.5	-62.5	-69.5	35	1041+72.6	-50.3	-44.5	46	1038+34.0	-29.8	-16.4
3	1051+56.7	-13.3	-32.5	14	1048+21.6	-56.4	-74.1	25	1044+82.0	-62.7	-67.2	36	1041+41.1	-49.0	-41.9	47	1038+03.3	-26.2	-13.8
4	1051+27.7	-19.2	-37.9	15	1047+90.0	-58.2	-76.6	26	1044+51.4	-62.8	-65.0	37	1041+09.8	-47.6	-39.2	48	1037+72.5	-22.2	-11.3
5	1050+97.3	-25.1	-43.5	16	1047+60.4	-59.9	-78.3	27	1044+20.3	-63.0	-62.8	38	1040+79.5	-46.3	-36.5	49	1037+43.1	-18.2	-8.9
6	1050+66.8	-30.4	-49.2	17	1047+30.0	-61.1	-79.8	28	1043+90.0	-62.6	-60.8	39	1040+48.7	-45.1	-34.0	50	1037+12.0	-13.9	-6.3
7	1050+35.8	-35.2	-51.5	18	1046+98.9	-61.7	-79.5	29	1043+59.1	-61.2	-58.2	40	1040+18.0	-43.6	-31.5	51	1036+81.5	-9.6	-3.8
8	1050+05.6	-39.5	-54.0	19	1046+68.3	-62.0	-78.4	30	1043+28.3	-59.3	-55.6	41	1039+89.2	-42.0	-29.1	52	1036+50.6	-5.0	-1.3
9	1049+74.4	-43.6	-56.8	20	1046+37.1	-62.1	-77.8	31	1042+98.4	-57.3	-53.6	42	1039+58.1	-40.2	-26.6	Exit	1035+24.2	-0.6	0.9
10	1049+45.5	-47.1	-60.1	21	1046+05.7	-61.9	-76.1	32	1042+67.4	-55.5	-51.9	43	1039+27.8	-38.4	-24.1				

All Base Drawings are from
 JEA WCS-016-05 "South Grid Potable
 Water, Reclaim Water Pipelines" Plans.
 Released for Construction 1-28-05

Horizontal Pipe Length = 1633'
 Measured Pipe Length = 1643'

Scale: 1" = 100'

		868 ROBINWOOD CT. TRAVERSE CITY, MI 49686 PH: (231) 929-1242 FAX: (231) 941-7412	
DATE	JOB NO.	DRAWN BY	CHECKED BY
7-11-05	04-4092	GHH	GHH
CLIENT: Gurney Construction LOCATION: Durbin Creek Jacksonville, FL		PROJECT DIRECTOR: E to W DRAWING NO.: AD-DC24	

Exhibit C

Cost Estimate

Summary of Assumptions

Concept Layout for Pedestrian Bridge over Durbin Creek

We have evaluated the feasibility of constructing a pedestrian bridge over Durbin Creek adjacent to the existing vehicular bridge carrying Race Track Road. We have evaluated and prepared construction cost estimates for three alternatives:

- 6-span PSC beam bridge on PSC pile bents
- 3-span prefabricated truss bridge on concrete bents
- 6-span prefabricated truss bridge on PSC pile bents

The three alternates are in the same location, relative to the existing bridge. There are several factors limiting the possible location of the proposed bridge:

- Existing underground water line
- Existing underground non-potable water line
- Existing underground fiber optic line
- Existing overhead power line
- Location of existing right-of-way

We have developed the concept layout and cost estimates using the following assumptions and parameters:

- Due to uncertainty regarding the horizontal and vertical position of underground utilities, we have located the bridge so no pile driving is proposed closer than 10 feet from the nearest underground utility.
- The bridge structure is completely within the existing right-of-way.
- Permanent easements can be obtained from the adjacent property for the construction and maintenance of the end slopes.
- If the overhead power lines are relocated prior to construction, the bridge can be constructed within the existing right-of-way, except for the end slopes, as noted above.
- If the overhead power lines are present during construction, additional temporary easement will be needed from the adjacent property for construction access.
- The bridge will provide 8' clearance between railings.
- The bridge configuration in all alternates mimics the layout of the adjacent highway bridge. We have assumed that an update may be needed to the bridge hydraulics model and report for all options, due to the distance from the existing bridge to the proposed bridge.
- A haul road and work platform will be needed to construct the bridge

Summary of Estimated Costs

Alternative	Total Cost Estimate
6-span PSC beam bridge on PSC pile bents	\$2,118,000
3-span prefabricated truss bridge on concrete bents	\$2,754,000
6-span prefabricated truss bridge on PSC pile bents	\$2,454,000

Construction Cost for 6-span Concrete Beam Bridge

Item	Quantity	Unit Price	Total Cost
MISC. PROJECT			
Mobilization	1 LS	10%	\$ 88,867.67
Maintenance of Traffic	1 LS	10%	\$ 88,867.67
Clearing & Crubbing	1 LS	7%	\$ 62,207.37
Erosion Control	1 LS	5%	\$ 44,433.84
Work Platform - Construction Access	1 LS	20%	\$ 177,735.35
ROADWAY			
Embankment	8,044 cy	\$ 11.00 /cy	\$ 88,479.93
Regular Excavation	1,065 cy	\$ 9.00 /cy	\$ 9,585.00
4" Conc. Sidewalk (8' wide)	892 sy	\$ 45.00 /sy	\$ 40,150.00
Guardrail - TL-3	92 lf	\$ 16.50 /lf	\$ 1,518.00
Handrail - 42"	1,005 lf	\$ 77.00 /lf	\$ 77,385.00
Performance Turf, Sod	1,958 sy	\$ 2.75 /sy	\$ 5,385.68
STRUCTURES			
18" PSC piles	1,400 ft	\$ 90.00 /ft	\$ 126,000.00
Substructure Concrete	23 cy	\$ 950.00 /cy	\$ 22,113.89
Substructure Reinforcing	3,492 lb	\$ 1.00 /lb	\$ 3,491.67
Type II PSC Beams	753 ft	\$ 160.00 /ft	\$ 120,480.00
Superstructure Concrete	116 cy	\$ 1,200.00 /cy	\$ 139,305.00
Superstructure Reinforcing	34,826 lb	\$ 1.05 /lb	\$ 36,567.56
Railing	753 lf	\$ 95.00 /lf	\$ 71,535.00
Rip-Rap (Slope Protection)	1,544 tn	\$ 95.00 /tn	\$ 146,680.00
		Total	\$ 1,350,788.63
		Contingency 15%	\$ 202,618.29
		Construction Cost	\$ 1,553,406.93
Permanent Right of Way Take Right of Way Take	26,000 sf	\$ 1.50 /sf	\$ 39,000.00
Temporary Construction Easement	94,000 sf	\$ 1.50 /sf	\$ 141,000.00
Wetland Offsite Mitigation - Impacts (0.8 – 1.0 Ac.)	1 ac	\$ 110,000.00 /ac	\$ 110,000.00
		PE Estimate	\$ 275,000.00
			\$ 2,118,406.93

PE Cost Breakdown	
Design	\$ 190,000.00
Hydraulics	\$ 30,000.00
Geotechnical	\$ 40,000.00
Survey	\$ 15,000.00
Total	\$ 275,000.00

Construction Cost for 3-span Prefab Bridge

Item	Quantity	Unit Price	Total Cost
MISC. PROJECT			
Mobilization	1 LS	10%	\$ 128,946.91
Maintenance of Traffic	1 LS	10%	\$ 128,946.91
Clearing & Crubbing	1 LS	7%	\$ 90,262.84
Erosion Control	1 LS	5%	\$ 64,473.46
Work Platform - Construction Access	1 LS	20%	\$ 257,893.83
ROADWAY			
Embankment	8,044 cy	\$ 11.00 /cy	\$ 88,479.93
Regular Excavation	1,065 cy	\$ 9.00 /cy	\$ 9,585.00
4" Conc. Sidewalk (8' wide)	892 sy	\$ 45.00 /sy	\$ 40,150.00
Guardrail - TL-3	92 lf	\$ 16.50 /lf	\$ 1,518.00
Handrail - 42"	1,005 lf	\$ 77.00 /lf	\$ 77,385.00
Performance Turf, Sod	1,958 sy	\$ 2.75 /sy	\$ 5,385.68
STRUCTURES			
18" PSC piles	1,200 ft	\$ 90.00 /ft	\$ 108,000.00
Substructure Concrete	56 cy	\$ 950.00 /cy	\$ 53,358.33
Substructure Reinforcing	8,425 lb	\$ 1.00 /lb	\$ 8,425.00
3 Truss Spans	1 LS	\$ 535,500.00 LS	\$ 535,500.00
Erection	1 LS	\$ 80,325.00 LS	\$ 80,325.00
Superstructure Concrete	89 cy	\$ 1,200.00 /cy	\$ 106,675.00
Superstructure Reinforcing	26,669 lb	\$ 1.05 /lb	\$ 28,002.19
Rip-Rap (Slope Protection)	1,544 tn	\$ 95.00 /tn	\$ 146,680.00
			\$ 1,959,993.08
		Contingency 15%	\$ 293,998.96
		Construction Cost	\$ 2,253,992.05
Permanent Right of Way Take Right of Way Take	26,000 sf	\$ 1.50 /sf	\$ 39,000.00
Temporary Construction Easement	94,000 sf	\$ 1.50 /sf	\$ 141,000.00
Wetland Offsite Mitigation - Impacts (0.8 – 1.0 Ac.)	1 ac	\$ 110,000.00 /ac	\$ 110,000.00
		PE Estimate	\$ 210,000.00
			\$ 2,753,992.05

PE Cost Breakdown	
Design	\$ 125,000.00
Hydraulics	\$ 30,000.00
Geotechnical	\$ 40,000.00
Survey	\$ 15,000.00
Total	\$ 210,000.00

Construction Cost for 6-span Prefab Bridge

Item	Quantity	Unit Price	Total Cost
MISC. PROJECT			
Mobilization	1 LS	10%	\$ 111,776.64
Maintenance of Traffic	1 LS	10%	\$ 111,776.64
Clearing & Crubbing	1 LS	7%	\$ 78,243.64
Erosion Control	1 LS	5%	\$ 55,888.32
Work Platform - Construction Access	1 LS	20%	\$ 223,553.27
ROADWAY			
Embankment	8,044 cy	\$ 11.00 /cy	\$ 88,479.93
Regular Excavation	1,065 cy	\$ 9.00 /cy	\$ 9,585.00
4" Conc. Sidewalk (8' wide)	892 sy	\$ 45.00 /sy	\$ 40,150.00
Guardrail - TL-3	92 lf	\$ 16.50 /lf	\$ 1,518.00
Handrail - 42"	1,005 lf	\$ 77.00 /lf	\$ 77,385.00
Performance Turf, Sod	1,958 sy	\$ 2.75 /sy	\$ 5,385.68
STRUCTURES			
18" PSC piles	1,400 ft	\$ 90.00 /ft	\$ 126,000.00
Substructure Concrete	23 cy	\$ 950.00 /cy	\$ 22,113.89
Substructure Reinforcing	3,492 lb	\$ 1.00 /lb	\$ 3,491.67
6 Truss Spans	1 LS	\$ 402,000.00 LS	\$ 402,000.00
Erection	1 LS	\$ 60,300.00 LS	\$ 60,300.00
Superstructure Concrete	89 cy	\$ 1,200.00 /cy	\$ 106,675.00
Superstructure Reinforcing	26,669 lb	\$ 1.05 /lb	\$ 28,002.19
Rip-Rap (Slope Protection)	1,544 tn	\$ 95.00 /tn	\$ 146,680.00
			\$ 1,699,004.86
		Contingency 15%	\$ 254,850.73
		Construction Cost	\$ 1,953,855.59
Permanent Right of Way Take	26,000 sf	\$ 1.50 /sf	\$ 39,000.00
Temporary Construction Easement	94,000 sf	\$ 1.50 /sf	\$ 141,000.00
Wetland Offsite Mitigation - Impacts (0.8 – 1.0 Ac.)	1 ac	\$ 110,000.00 /ac	\$ 110,000.00
		PE Estimate	\$ 210,000.00
			\$ 2,453,855.59

PE Cost Breakdown	
Design	\$ 125,000.00
Hydraulics	\$ 30,000.00
Geotechnical	\$ 40,000.00
Survey	\$ 15,000.00
Total	\$ 210,000.00

Exhibit D
Utility Easement

Prepared by and return to:
St. Johns County
500 San Sebastian View
St. Augustine, Florida 32084

NON-EXCLUSIVE EASEMENT FOR UTILITIES

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this 1 day of December, 2020, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida,, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("Grantor"), and JEA, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 ("Grantee").

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to operate, maintain, and remove pipes, mains, and other equipment and appurtenances constituting the underground water distribution system in place as of the date of this instrument (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area, and for doing anything necessary or useful or convenient, or removing at any time any and all of the Utility Lines and Associated Equipment under or in said Easement Area, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. This easement is for water utility services only and does not convey any right to install other utilities, including, without limitation, sewer, reclaimed water, electric, cable television, or telecommunication, wired or wireless, services or service lines.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns for the purposes aforesaid.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right

to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of removing the same.

(c) The Utility Lines and Associated Equipment may be relocated and/or abandoned at any time upon the request of either Grantor or Grantee, provided that the requester shall bear the cost of relocation and/or abandonment. Upon relocation and/or abandonment of the Utility Lines and Associated Equipment, the easement granted by this instrument shall automatically be deemed canceled, abandoned and released, provided Grantor may execute and record an instrument attesting to the same.

2. The Grantee shall maintain the Utility Lines and Associated Equipment, including all water mains and other elements of the water distribution system. The easement granted by this instrument does not grant or convey any right to Grantee to expand, modify, or replace the Utility Lines and Associated Equipment.

3. After any removal of any of the Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition that is reflective of, or comparable to, the condition existing prior to such removal. Use of the Easement Area shall in no way impeded the access to property along this right-of-way. With respect to roads, walls, drives, parking areas, sidewalks, trench repair, restoration of grass areas, curbs and gutters, storm drains, culverts and drainage structures, Grantee shall only be required to make replacements in the same manner as specified in and in accordance with the then current St. Johns County standards, as if within a public right-of-way.

4. Grantor represents that it is the true owner of record of the Easement Area and that it has full power and authority to grant to Grantee the rights granted hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

GRANTOR:
ST. JOHNS COUNTY, a political
subdivision of the State of Florida

Sign _____
Print _____

By: _____
Jeb S. Smith, Chair of the Board of
County Commissioners of St. Johns
County, Florida

Sign _____
Print _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Jeb S. Smith, as Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. He is personally known to me.

Notary Public
My Commission expires: _____

Signed and Sealed in Our
Presence as Witnesses:

Sign Bearhine Whitaker
Print Bearhine Whitaker

Sign M. Jones
Print Madricka Jones

GRANTEE:
JEA, a body politic and corporate

By: Hai X. Vu
Print: HAI X. VU
Title: INTERIM GM, WATER & WASTEWATER SYSTEM

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1 day of December 2020, by Hai Vu as Interim GM water systems of JEA, a body politic and corporate, on behalf of JEA, and who is personally known to me or has produced _____ as identification.

Jessica Carter Smith
Notary Public
My Commission expires: 5/10/21

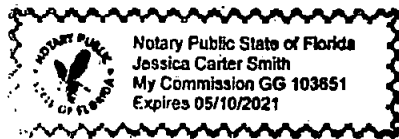


EXHIBIT "A"
EASEMENT AREA

A PORTION OF RACETRACK ROAD RIGHT OF WAY LYING IN SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. SAID PORTION BEING BOUNDED ON THE EAST BY A NORTH-SOUTH LINE RUNNING THROUGH FLORIDA STATE PLANE COORDINATE US FEET(83/90 ADJUSTMENT) N 2096240, E 490518; BOUNDED ON THE SOUTH BY THE SOUTH RIGHT OF WAY LINE OF SAID RACETRACK ROAD; BOUNDED ON THE WEST BY A NORTH-SOUTH LINE RUNNING THROUGH FLORIDA STATE PLANE COORDINATE (83/90) N 2096670, E 488948; BOUNDED ON THE NORTH BY THE CENTERLINE OF THE EASTBOUND LANES/BRIDGE OF SAID RACETRACK ROAD.