

RESOLUTION NO. 2023 - 162

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE CHANGE ORDER NO. 07 TO TASK ORDER NO. 03 UNDER MASTER CONTRACT NO. 14-MAS-PRO-05103 WITH PROSSER, INC. UNDER RFQ 14-05; ENGINEERING SERVICES FOR AN AMOUNT NOT TO EXCEED \$42,642.35 TO COMPLETE THE PROJECT.**

**RECITALS**

**WHEREAS**, on August 22, 2019, the County entered into a contract with Prosser, Inc. through Task Order No. 03; Design & Permitting for Six-Laning CR 210 West of I-95 from CR Wilson Road to Twin Creek DRI Boundary; and

**WHEREAS**, the addition of the scope of work for Utility Coordination and Easement Mapping to the project at a cost of \$42,642.35 brings the total price of Task Order No. 03 to \$523,975.54; and

**WHEREAS**, the Public Works Engineering Division recommended including the scope through a change order to complete the Designing & Permitting of the widening project of CR 210; and

**WHEREAS**, section 4.1 of the SJC Purchasing Policy requires BOCC approval of purchases and contracts of \$500,000 or more for contracts initially approved by the BOCC; and

**WHEREAS**, the County finds that issuing the Change Order serves a public purpose; and

**WHEREAS**, the contract will be funded through the Public Works Department through the completion of the project.

**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. Upon Board approval, the County Administrator, or designee is further authorized to execute Change Order No: 07, in substantially the same form and format as the attached draft for the completion of the project, for an Not-to-Exceed amount of \$42,642.35.

Section 3. 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, on this 16th day of May, 2023.

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

By: [Signature]  
Christian Whitehurst, Chair

**ATTEST: Brandon J. Patty,**  
Clerk of Circuit Court & Comptroller

By: [Signature]  
Deputy Clerk

Rendition Date MAY 16 2023





# St. Johns County Board of County Commissioners

Purchasing Division

## CONTRACT CHANGE ORDER NO: 07 TO TASK ORDER NO: 03

RFQ No: 14-05; Engineering Services  
Master Contract No: 14-MAS-PRO-05103  
Original Contract Date: March 19, 2014

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

**Date:** April 18, 2023  
**Project:** Addition of Utility Coordination and Easement Mapping

### SCOPE OF WORK:

Change Order #07 is hereby issued to increase the contract value of Task Order No. 03 by forty two thousand six hundred forty two dollars and thirty five cents (\$42,642.35) and to extend the completion time by one hundred eighty (180) consecutive calendar days to include Mapping and Legal Descriptions; locating outfall structures, pipes, and top of banks for ponds; revising the Right of Way maps based on final parcel acquisition; and coordinating with the County to identify existing utilities within the project corridor, as provided by Prosser, Inc. ("Consultant"), in the submitted proposal, dated April 17, 2023, attached hereto.

### PAYMENT TERMS:

Original Not-to-Exceed Value (Contract Sum) .....	\$	390,099.00
Net Change by previously authorized Change Orders .....	\$	91,234.19
The Not-to-Exceed Value prior to this Change Order .....	\$	481,333.19
The Not-to-Exceed Value will be increased in the amount of .....	\$	42,642.35
The Not-to-Exceed Value (Contract Sum) including this Change Order is now .....	\$	523,975.54

### SCHEDULE:

The Contract Time will be increased as provided below:  
Original NTP: 08/22/2019 + 300 consecutive calendar days = 06/17/2020 Final Completion + 300 consecutive calendar days (CO #01) = 4/13/21 Final Completion (revised) + 300 consecutive calendar days (CO #04) = 2/7/22 Final Completion (revised) + 300 consecutive calendar days (CO#05) = 12/04/2022 (revised) Final Completion + 300 consecutive calendar days (CO #06) = 09/30/23 Final Completion (revised) + 180 consecutive calendar days (CO #07) = 3/28/2024 Final Completion (revised).

Acceptance of this Change Order shall constitute a modification to Task Order No: 03 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

### Prosser, Inc.

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

Printed Name  
& Title: \_\_\_\_\_

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

### St. Johns County, Florida

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

Printed Name  
& Title: Leigh A. Daniels, CPPB  
Purchasing Manager

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 Change Order #07. By approving this change order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this change 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

April 17, 2023

Attn: Ms. Diana M. Fye, AS, CPPB  
Procurement Coordinator  
St. Johns County BOCC  
500 San Sebastian View, Suite 036  
St. Augustine, FL 32084

Re: TWO #3 Change Order for RFQ 14-05 – Utility Coordination and Easement Mapping

Dear Ms. Fye

Thank you for the opportunity to provide this proposal for additional services on our CR 210 Widening Project. Prosser has extensive experience with utility coordination on state and local highways and has highly qualified expertise for this project. Below please find our scope of services, fee schedule, and general engineering approach to develop final construction drawings for this intersection.

#### **Task 1 – Mapping**

Prosser will utilize subconsultants to provide project related data and/or analyses that are critical to the completion of Prosser's scope of services including:

- Mapping and Legal Descriptions
- Locate outfall structure, pipes, and top of bank for ponds
- Revise R/W Maps based on final parcel acquisition

Our fee for this task includes the fees for subconsultants services and coordination to ensure the appropriate data is collected and analyses completed. See attached for the scope of this effort.

#### **Task 2 – Utility Coordination**

This task will include coordination with UAO's within the project corridor. We will utilize Red, Green, Brown (RGB) mark-ups provided by the Utilities after initial contact to identify existing utilities. We will coordinate with each UAO as to the final disposition of their utilities and complete Utility Work Schedules, utilizing the FDOT format, to identify work to be done by the UAO. We will not design utilities, modify our current design, or otherwise accommodate utilities in conflict with our proposed design. This proposal assumes the utility companies will relocate their facilities within the public right-of-way as required to avoid conflicts with the proposed design. Should this not be possible, the UAO or the County shall secure engineering services, either through Prosser or another firm, to develop engineering solutions for each unresolvable conflict.

**FEE SUMMARY (LUMP SUM)**

TASK	DESCRIPTION	FEE
1	Mapping and Descriptions	\$18,200
2	Utility Coordination	\$24,442
	<b>Total</b>	<b>\$42,642</b>

**TIME TO COMPLETE: 180 Days**

**ADDITIONAL SERVICES:**

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached but will not commence without written permission. For any additional work required outside the scope listed above, Prosser will obtain proposals for client's Consultants services including additional surveying, geotechnical investigation, etc., as necessary to complete the proposed work. We will assist with coordinating the work of all sub-consultants by providing site information and data, as and when requested. These sub-consultants will contract with you directly for their services.

Our scope of work for this project does not include the following:

- Record plat coordination
- Entry Feature/Hardscape Design
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Signal Warrant Analysis/Traffic Studies
- Vehicle Counts
- Synchro Analysis
- Transportation Impact Analysis Report
- Offsite Transportation Improvements
- Land or Easement Acquisition Elements (unless otherwise noted)
- Surveys (unless otherwise noted)
- Utility Modeling
- Site Lighting
- Subsurface Utility Exploration
- Structural Design Including Bulkhead and Retaining Walls (unless otherwise noted)
- Electrical Design
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Off-site stormwater modeling or design
- Flood zone analysis and FEMA permitting
- Stormwater System Maintenance Agreement Assistance
- NPDES Stormwater Permitting
- Hardscape design
- Architectural drawings
- Permit/application Fees

**OUT-OF-POCKET EXPENSES:**

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long-distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904) 739-3655, if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

**PROSSER**

Thank you again for the opportunity to provide our engineering services.

Sincerely,

**PROSSER**

A handwritten signature in black ink, appearing to read 'W.R. Lyon', with a long horizontal flourish extending to the right.

William R. Lyon  
Principal

Accepted By:

---

Signature

---

Typed Name and Title

---

Date

**PROSSER**



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project  
County  
County Contract Number  
FAP No.

CR 210 Widening  
St Johns  
14-NAASPRO-5103  
N/A

Consultant Name: Prosser, Inc  
Consultant No.: 117074.03  
Date: April 28, 21  
Estimator: W. Lyon

Staff Classification	Hours From 'SH Summary - Firm'	Project Director	Project Principal	Senior Engineer	Engineer	Designer	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0.0	0	0.0	0	0	0	0	0	0	0	0	0	0	0.0	\$0.00	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
7a. Utility Coordination	189	15	18	42	66	48	0	0	0	0	0	0	0	189	\$24,442.35	\$128.32
7b. Utility Design & Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
9. Structures - Misc. Tasks, DWGs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
16. Structures - Mobile Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0	\$0.00	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>189</b>	<b>15</b>	<b>18.0</b>	<b>42</b>	<b>66</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>189.0</b>		
<b>Total Staff Cost</b>		<b>\$2,484.35</b>	<b>\$3,350.70</b>	<b>\$6,209.28</b>	<b>\$7,949.70</b>	<b>\$4,468.32</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$24,442.35</b>	

Survey Field Days by Subconsultant  
4 - Person Crew:

- Notes:  
1. This sheet to be used by Prime Consultant to calculate the Grand Total Fee.  
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			\$24,442.35
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
PCCM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
Survey (Field - If by Prime)	0	4-person crew days @ 3	1 day
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$24,442.35</b>
Subconsultant: Clary			\$19,200.00
Subconsultant:			\$0.00
Subconsultant:			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$42,642.35</b>
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$42,642.35</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$42,642.35</b>

wlyon@prosserinc.com

Revised

April 13, 2023

Prosser  
13901 Sutton Park Drive South, Suite 200  
Jacksonville, FL 32224

Attn: William Lyon

Re: CR 210 at Twin Creeks  
St. Johns, FL

Dear Mr. Lyon:

Pursuant to your request, we are pleased to submit to you our proposal for the surveying and mapping services on the above referenced property. The scope of our services to be provided is outlined as follows:

1. Prepare a Map and Description of the 2 ponds and outfall pipes (see attached sketch for details).
2. Locate Outfall Structures and Pipes and Tops of Banks of Ponds (with elevations).
3. Revise Existing R/W Maps to show final R/W after parcel acquisition.

Our fees to perform the above outlined scope of services will be according to the following schedule:

1. \$1,250.00 (One Thousand Two Hundred Fifty Dollars)
2. \$4,450.00 (Four Thousand Four Hundred Fifty Dollars)
3. \$12,500.00 (Twelve Thousand Five Hundred Dollars)

Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by Clary & Associates, Inc. constitutes acceptance of the price and terms contained in the proposal.

**Any additional work or additional certifications requested outside of the above outlined scope of work can be quoted at that time on a lump sum basis or will be billed to you at our current hourly rates.** In addition to the lump sum fees in this contract, any out-of-pocket expenses will be billed to you at our cost.

**TERMS:**

The CLIENT will be billed on a progress-completed basis, and the BILL WILL BE DUE UPON RECEIPT. Balances outstanding more than thirty (30) days from the date of billing shall bear interest at the rate of one and one-half percent (1-1/2%) per month. All collection costs, including reasonable attorney's fees, shall be paid by the CLIENT. This agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Clary & Associates, Inc. shall be compensated, as provided herein, for services performed to termination date and for all termination expenses.

Initial \_\_\_\_\_

April 13, 2023

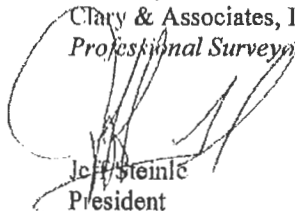
Page 2

Prosser

We certainly appreciate the opportunity of submitting this proposal to you and if the above meets with your approval, please execute one copy of this agreement by initialing the preceding pages, signing below, and returning this to our office for our files. If you have any questions, please do not hesitate to call.

This proposal consists of 3 pages. Any additions or exclusions to this document are not considered a part hereof.

Sincerely,  
Clary & Associates, Inc.  
*Professional Surveyors & Mappers*



Jeff Steink  
President

JS/GT

**Company**  
**(CLIENT) Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

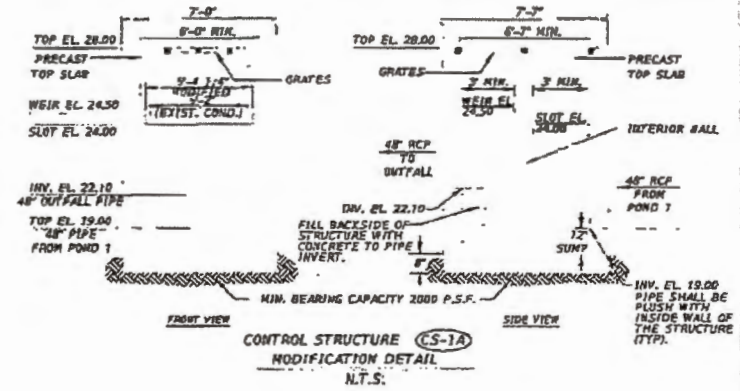
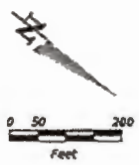
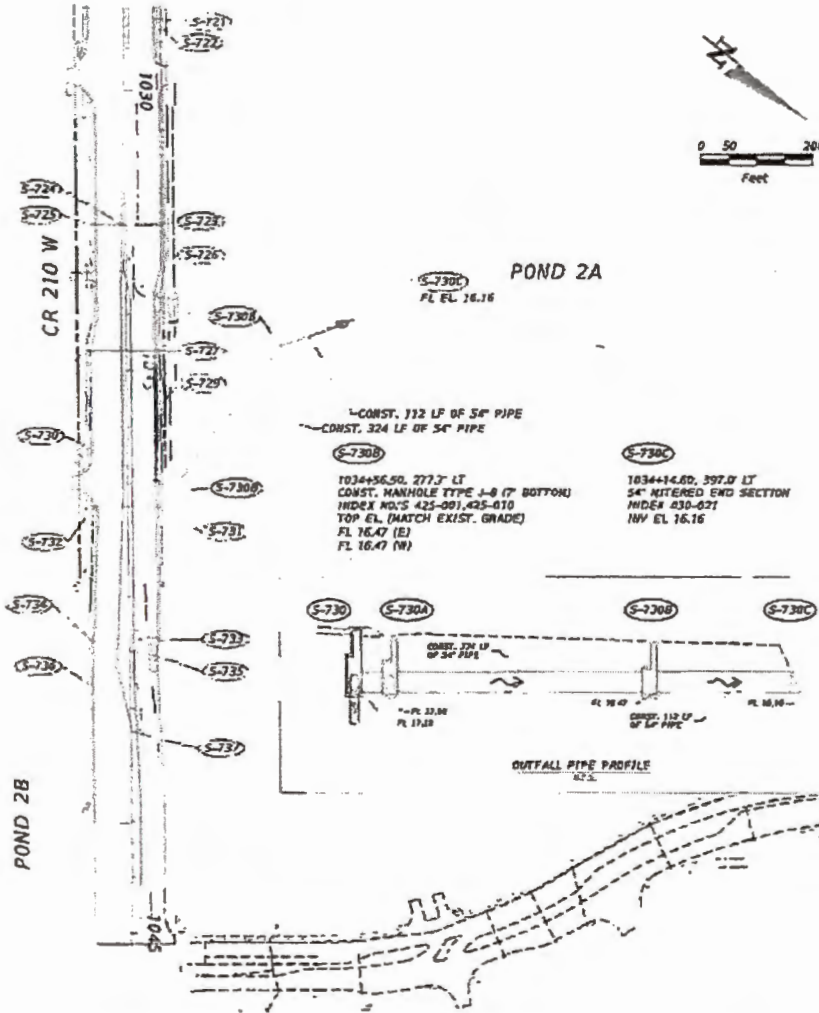
**Phone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Name/Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_





SEE THE FOLLOWING FOR SJRWMD PERMITS:  
SJRWMD ERC PERMIT NO: 99121-127  
WATERFALL WAY (TWIN CREEKS)  
SJRWMD ERC PERMIT NO: 93075-12  
TWIN CREEKS CR 210 - 4 LARING (MODIFIED)

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-22.004, F.A.C.

DATE	REVISIONS	DATE	DESCRIPTION

**PROSSER**  
DESIGN & CONSTRUCTION ENGINEERING  
ONE BAYLOR PARKWAY, SUITE 200  
DADE CITY, FLORIDA 34724  
813-825-1111  
WWW.PROSSERDESIGN.COM  
DICKINSON, PEASE & ASSOCIATES



COUNTY ROAD 210 W  
WIDENING  
ST. JOHNS COUNTY, FLORIDA

DRAINAGE OUTFALL DETAIL

SHEET NO.  
53