

RESOLUTION NO. 2023 - 459

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE AND ISSUE CHANGE ORDER NO: 05 TO MASTER CONTRACT 20-MAS-ENG-12227 TO ENGLAND THIMS & MILLER, INC. TO PROVIDE DESIGN OF INTERSECTION & WIDENING IMPROVEMENTS FOR STATE ROAD (SR) 16 FROM INTERNATIONAL GOLF PARKWAY (IGP) TO SAN GIACOMO ROAD.

RECITALS

WHEREAS, on July 20, 2020, the County entered into Master Contract 20-MAS-ENG-12227 with England Thims & Miller, Inc. under RFQ 20-10; Design of Intersection & Widening Improvements for State Road (SR) 16 at International Golf Parkway (IGP) to San Giacomo Road, to provide Professional Engineering Services for complete design, permitting, right-of-way acquisition, utility coordination services, and construction documents for the State Road 16 and International Golf Parkway intersection and widening improvements project; and

WHEREAS, the initial contract only included Phase I services, due to the requirement for an Intersection Control Evaluation (ICE) to be conducted by FDOT, and the complete design services were added via previous change order (CO#2), and additional change orders have been issued for time extensions; and

WHEREAS, Change Order No: 05 is for design changes including additional surveying, geotechnical exploration, design, and permitting efforts to extend the project limits to approximately 2,300' east of the proposed SR 16 / CR 2209 intersection, and to approximately 1,200' northeast along International Golf Parkway to include a stormwater outfall to the existing Toco Creek High School wet detention ponds; and

WHEREAS, Change Order No: 05 will increase the Contract cost by \$356,271.00, which increases the total contract value to \$1,006,068.78, which is an increase of more than 25% of the initial Contract Value, and requires Board approval, in accordance with County Purchasing Policy; and

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

WHEREAS, the change order will be in substantial conformance with the attached draft change 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 execute and issue Change Order No. 05 in the amount of \$356,271.00 dollars, in substantially the same form and format as attached, for completion of the work specified, in accordance with the Contract.

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 21st day of November, 2023.

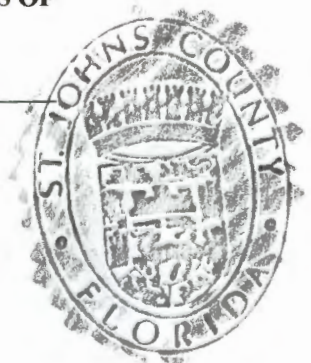
ATTEST: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

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

By: [Signature]
Sarah Arnold, Chair

Rendition Date: NOV 21 2023





CONTRACT CHANGE ORDER NO: 05

RFQ No: 20-10; Design of Intersection & Widening Improvements for
State Road (SR) 16 at International Golf Parkway (IGP) to San Giacomo Road
Master Contract No: 20-MAS-ENG-12227
Original Contract Date: July 20, 2020

Consultant: England-Thims & Miller
14775 Old St. Augustine Rd.
Jacksonville, FL 32258

Date: October 19, 2023
Project: Time Extension and additional scope

SCOPE OF WORK:

Change Order #05 is hereby issued to increase the Lump Sum Amount of Master Contract #20-MAS-ENG-12227 by three hundred fifty-six thousand two hundred seventy-one dollars (\$356,271.00) for design changes and additions to the State Road 16 project, which includes surveying, geotechnical exploration, design, and permitting efforts to extend the project limits to approximately 2,300' east of the proposed SR 16 / CR 2209 intersection. The limits will also extend approximately 1,200' northeast along International Golf Parkway to include a stormwater outfall to the existing Toco Creek High School wet detention ponds, as provided in the Consultant's proposal dated October 18, 2023, attached hereto.

Change Order #05 is hereby issued to extend the Completion Time of Master Contract #20-MAS-ENG-12227 by one hundred forty-eight (148) consecutive calendar days due to additional scope as provided by in the Consultant's proposal dated October 18, 2023 and attached hereto.

PAYMENT TERMS:

Original Lump Sum Amount	\$ 149,799.78
Net Change by previously authorized Change Orders	\$ 499,998.00
Lump Sum Amount prior to this Change Order	\$ 649,797.78
Lump Sum Amount is hereby increased	\$ 356,271.00
Revised Lump Sum Amount including this Change Order	\$ 1,006,068.78

SCHEDULE:

The Contract Time is hereby extended, as provided below:
Original NTP: 07/20/2020 + 300 consecutive calendar day = 05/16/2021 Final Completion + 300 consecutive calendar days (CO#01) + 202 consecutive calendar days (CO#02) = 9/30/2022 + 300 consecutive calendar days (CO#03) = 7/27/23 + 365 consecutive calendar day (CO #04) = 7/26/2024 + 148 consecutive calendar days (CO#05) = 12/27/2024 (Revised Completion Date).

Acceptance of this Change Order shall constitute a modification to Master Contract No: 20-MAS-ENG-12227 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.



England-Thims & Miller

Representative

Signature: _____

Printed Name

& Title: _____

Date: _____

St. Johns County, FL

Representative

Signature: _____

Printed Name

Leigh A. Daniels, CPPB

& Title:

Purchasing Manager

Date: _____

All terms and conditions of the above-referenced Master Contract dated 07/20/20 remain in full force and effect. All invoices must reference Change Order #05. 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.

**SCOPE OF SERVICES
FOR
REVISED FINAL DESIGN AND PERMITTING**

STATE ROAD 16 WIDENING

ST. JOHNS COUNTY, FLORIDA

Submitted October 3, 2023

I. SCOPE OF THE PROJECT

The SR 16 project consists of improvements to the SR 16 / International Golf Parkway (IGP) intersection, the widening of SR 16 from two to four lanes, an at-grade median U-turn at the proposed SR 16 / CR 2209 intersection, traffic signalization, utility coordination, and storm water treatment pond modifications. The revised limits of the project are from just west of the SR 16 / IGP intersection to approximately 2,300' east of the proposed SR 16 / CR 2209 intersection. The limits will also extend approximately 1,200' northeast along International Golf Parkway to include a stormwater outfall to the existing Toco Creek High School wet detention ponds.

This scope of work will be authorized by an amendment to the master contract. Services under this amendment will include additional engineering design, additional geotechnical exploration and testing, additional surveying, additional plans production, and additional permitting efforts.

Task – Project General and Project Common Tasks

This task consists of project general / common tasks including: additional contract maintenance, and specification package preparation for the portions of the project that are outside of FDOT R/W.

Task - Roadway Analysis

This task consists of the additional horizontal and vertical design for the revised project length using FDOT and/or St Johns County design standards as appropriate. The design elements to be analyzed will include horizontal alignment, vertical alignments, lane widths, turn lane lengths, shoulder widths, cross slopes, lane transitions, and features of intersections. An at-grade median U-turn will be designed for the SR 16 / CR 2209 intersection. Opinions of the probable project construction cost will be submitted at the 60% and 100% design phases.

Task - Roadway Plans

This task consists of the preparation of additional roadway plans in accordance with FDOT and/or County standards. Additional plans will include: Typical Section Sheets, Plan/Profile Sheets, Intersection Detail Sheets, Cross Sections, Temporary Traffic Control Sheets, Drainage Map sheets, Special Drainage Detail Sheets, Erosion Control Details.

Task - Drainage Analysis

Stormwater treatment and attenuation for the project will be provided in the two existing Toco Creek High School wet detention ponds. This task consists of the drainage analysis required for the modifications needed to the ponds to accommodate the SR 16 runoff. The modified ponds will also accommodate a portion of the runoff from Mill Creek Academy, including 3 acres of future additional parking area.

It is anticipated that the pond modifications will include: lowering the pond normal water levels, modification/replacement of the pond control structures, and construction of a pipe interconnecting the two ponds. Design work shall follow the requirements of the respective regulatory agencies. The objective is to provide a stormwater collection system as well as stormwater treatment/attenuation required for the reconstructed 4-lane roadway.

Task - Utility Coordination

This task includes additional coordination of the roadway design with affected utility companies to minimize conflicts. Existing as-built utility information obtained from the utility providers will be shown on the plans. Any utility relocation design shall be the responsibility of the affected utility companies.

Task – SJRWMD / FDEP / FDOT Coordination and Permitting

This task includes additional coordination services with SJRWMD and FDEP as required for SJRWMD ERP permitting and with FDEP for Section 404 wetland impact permitting. This task includes completing permit applications, making submittals, responding to Requests for Information (RFI), and coordination with District and FDEP staff. This task also includes on-going coordination services with FDOT District personnel for improvements within the SR 16 right-of-way. This task includes submittals to the FDOT, responding to review comments, and coordination with FDOT personnel.

Task - Signing and Pavement Markings

This task includes the design of additional pavement markings and roadside signage as required for the additional project length along SR 16, as well as the portion of the at-grade median U-Turn intersection that will be located within the CR 2209 R/W. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), SJC and FDOT standards, as appropriate.

Task – Traffic Signalization

This task includes the design of new traffic signalization at the intersection of SR 16 / CR 2209, including as required for the median U-turns. It is anticipated that the intersection will include six traffic signal mast arms. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), SJC and FDOT standards, as appropriate.

Task – Lighting

This task includes the design of additional roadway lighting for the additional SR 16 project length, as well as lighting for the median U-turn intersection within the CR 2209 R/W. The design and plans shall be prepared in accordance with FDOT standards. Please see attached detailed scope of services from Lassiter Transportation Group.

Task - Topographic Surveying

This task includes topographic survey for the additional SR16 project length, as well as updates to the previously collected survey. Also includes collection of survey needed to construct the storm drain pipe along International Gold Parkway between SR 16 and the Toco Creek High School pond, survey of the two existing high school ponds, and survey needed for the new pond outfalls. This task also includes the surveying of additional wetland flagging for the additional SR 16 project length and along Mill Creek. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task - Geotechnical Engineering

The Consultant will provide additional geotechnical exploration and testing to support the design of the additional SR 16 project, and the design of six additional traffic signal mast arms at the SR 16 / CR 2209 median U-turn intersection.

Task – Environmental Permitting Assistance

This task includes additional wetland flagging associated with the additional project length and the modifications proposed for the Toco Creek High School ponds. This task also includes efforts for additional meetings and coordination. Please see attached scope of services from Terracon Consultants, Inc.

Task – Traffic Signal Mast Arm Structural Design

This task includes the structural design of six new traffic signal mast arms and foundations at the proposed at-grade median U-turn intersection of SR 16 and CR 2209. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), SJC and FDOT standards, as appropriate.

Task – Subsurface Utility Services

This task includes providing additional subsurface utility designating services for the project. This scope of services also includes providing up to twenty test holes, as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. Please see attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task – Supplemental Surveying Budget

This task consists of a supplemental survey budget for survey work that may be required during the project design but that cannot be readily quantified at this time. This work may include items such as: additional survey required for project permitting, preparation of sketches and legal descriptions, or project staking. This work shall require written authorization from the County.

II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

<u>PHASE REVIEW</u>	<u>11" x 17" Copies</u>
30% Phase Plans	3
60% Phase Plans	3
100% Phase Plans	3
Final Plans	3

III. ST. JOHNS COUNTY RESPONSIBILITIES

A. DOCUMENTS

The County shall provide the Consultant any available plans, maps, or other pertinent information essential to the satisfactory completion of the work indicated herein.

B. REVIEWS

The County will provide timely reviews of the Consultant’s work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the County shall be approximately four weeks, at which time all comments will be forwarded to the Consultant.

IV. TIME SCHEDULE

Within ten (10) days after the Notice-To-Proceed, the Consultant shall provide a schedule of calendar deadlines. The schedule shall be prepared in a format prescribed by the County.

V. FEE SCHEDULE

Project General and Project Common Tasks.....	\$7,692
Roadway Analysis.....	\$45,656
Roadway Plans.....	\$52,850
Drainage Analysis.....	\$43,092
Utility Coordination.....	\$20,819
Signing and Pavement Markings.....	\$12,016
Traffic Signalization.....	\$14,026
Lighting.....	\$18,500
Topographic Surveying.....	\$47,680
Geotechnical Engineering.....	\$16,500
Environmental Permitting Assistance.....	\$10,000
Subsurface Utility Exploration (Budget).....	\$42,440
Supplemental Survey (Budget).....	\$25,000
Total:	\$356,271

The amounts of above items may be shifted between items as needed, if permitted by St. Johns County.

VI. EXCLUDED ITEMS

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, a quotation to perform them will be provided.

- Preparation of Easement Documents
- Preparation of R/W Maps
- Utility Design – To be Provided by Utility Companies
- Traffic Studies– Not Anticipated
- Groundwater Modeling – Not Anticipated
- Contamination Assessments or Phase I ESA – Not Anticipated
- Tree Surveys
- Landscape Design/Plans
- Post Design Services



SR 16 / International Golf Parkway Proposed Drainage Improvements

Stormwater Management Plan
9 September 2023

Note: This land plan and/or rendering is conceptual and is subject to review, change and approval by the relevant environmental agencies to meet environmental, technical and other standards. This plan was completed based on best available information. All storage figures are unofficial and are subject to change.



Project Activity 3: General Tasks

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	12	12	Prepare separate specifications for work in County R/W or property
3.4	Contract Maintenance and EDMS	LS	1	48	48	3hrs * 16 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					60	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	0	0
Drainage	EA	0	0	0
Utilities	EA	0	0	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	0	0	0
Signalization	EA	0	0	0
Lighting	EA	0	0	0
Landscape Architecture	EA	0	0	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	0	0
Terrestrial Mobile LiDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Progress Meetings	EA	0	0	0
Phase Reviews	EA	0	0	0
Field Reviews	EA	0	0	0
Total Project Manager Meetings		0	0	0

Carries to 3.6

Notes:

- 1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
- 2. Do not double count agency meetings between permitting agencies.**
- 3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 4: Roadway Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	24	24	Add 3 typical section (two at diverging diamond, one for IGP storm pipe)
4.2	Pavement Type Selection Report	LS	0	0	0	
4.3	Pavement Design Package	LS	0	0	0	
4.4	Cross-Slope Correction	LS	0	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	145	145	1,500' SR-16, 700' DDI, 800' IGP, 600' Toco HS * 215hrs/mile
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	0	0	0	
4.6	Access Management	LS	0	0	0	
4.7	Cross Section Design Files	LS	1	80	80	110 hrs/mi * .68 mile
4.8	Traffic Control Analysis	LS	0	0	0	
4.9	Master TCP Design Files	LS	1	60	60	1,500' SR-16, 800' IGP * 40hrs/mile/phase * 3 phases
4.10	Design Variations and Exceptions	LS	0	0	0	N/A
4.11	Design Report	LS	0	0	0	N/A
4.12	Quantities	LS	0	0	0	N/A
4.13	Cost Estimate	LS	0	0	0	
4.14	Technical Special Provisions	LS	0	0	0	
4.15	Other Roadway Analysis	LS	0	0	0	
Roadway Analysis Technical Subtotal					309	
4.16	Field Reviews	LS	4	2	8	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	15	
4.19	Independent Peer Review	LS	%	0%	0	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Supervision	LS	%	5%	15	
Roadway Analysis Nontechnical Subtotal					38	
4.21	Coordination	LS	%	3%	10	
4. Roadway Analysis Total					357	

Technical Meetings

Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	N/A
5.3	Drainage Map		Sheet	4	12	4	48	Expand for high school - 2 pre, 2 post
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	3	4	2	12	3 addtl typicals
5.4.2	Typical Section Details		EA	0	0	0	0	
5.5	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.6	Summary of Quantities		Sheet	0	0	0	0	N/A
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	N/A
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	N/A
5.11	Project Layout		Sheet	1	4	1	4	Addtl for IGP, high school
5.12	Plan/Profile Sheet		Sheet	9	6	9	54	SR-16 (3), DDI (2), IGP (2), Tocol (2)
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	0	0	0	0	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.19	Intersection Layout Details		Sheet	1	80	1	80	Diverging diamond

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.20	Special Details		EA	1	16	1	16	
5.21	Drainage Structure Sheet (Per Structure)		EA	20	1	5	20	SR-16 (10), IGP (6), Tocol (4)
5.22	Miscellaneous Drainage Detail Sheets		Sheet	2	16	2	32	New/modified pond control structures
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0	0	0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.26	Retention Pond Cross Sections		EA	0	0	0	0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	1	1	1	1	Addtl sheet for IGP/ponds/Mill Creek
5.29	Cross Sections		EA	36	0.25	12	9	SR-16 (15), DDI (7), IGP (8), Tocol HS (6)
5.30	Temporary Traffic Control Plan Sheets		Sheet	9	2	9	18	3 sheets * 3 phases
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	9	6	9	54	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	9	2	9	18	
5.36	SWPPP		Sheet	3	2	3	6	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0	0	0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
Roadway Plans Technical Subtotal						68	372	
5.40	Quality Assurance/Quality Control		LS	%	5%		19	
5.41	Supervision		LS	%	5%		19	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5. Roadway Plans Total						68	410	

Project Activity 6: Drainage Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	1	0	0	
6.3	Design of Cross Drains	EA	1	6	6	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	3	60	180	Analysis - SR-16, Toco HS, Mill Creek Academy
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	20	2	40	SR-16 (10), IGP (6), Toco (4)
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	60	60	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	0	0	0	
6.15	Cost Estimate	LS	0	0	0	
6.16	Technical Special Provisions	LS	0	0	0	
6.17	Other Drainage Analysis	LS	0	0	0	
Drainage Analysis Technical Subtotal					286	
6.18	Field Reviews	LS	2	4	8	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.19	Technical Meetings	LS	1	12	12	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	14	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	14	
Drainage Analysis Nontechnical Subtotal					48	
6.23	Coordination	LS	%	0%	0	
6. Drainage Analysis Total					334	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	4	4	
FDOT Drainage	EA	1	4	4	
Other Meetings	EA	1	4	4	School Board

Subtotal Technical Meetings **12**

Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	

Total Meetings **12**

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	0	0	0	
7.2	Identify Existing UAO(s)	LS	1	6	6	IGP, Toco HS
7.3	Make Utility Contacts	LS	6	1	6	IGP, Toco HS
7.4	Exception Processing	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	0	0	0	
7.6	Individual/Field Meetings	LS	6	1	6	IGP, Toco HS
7.7	Collect and Review Plans and Data from UAO(s)	LS	6	1	6	IGP, Toco HS
7.8	Subordination of Easements Coordination	LS	0	0	0	
7.9	Utility Design Meeting	LS	0	0	0	
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	0	0	0	
7.11	Utility Coordination/Followup	LS	6	16	96	IGP, Toco HS
7.12	Utility Constructability Review	LS	0	0	0	
7.13	Additional Utility Services	LS	0	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	0	0	0	
7.15	Contract Plans to UAO(s)	LS	6	1	6	IGP, Toco HS
7.16	Certification/Close-Out	LS	6	6	36	IGP, Toco HS
7.17	Other Utilities	LS	0	0	0	
7. Utilities Total					162	

Technical Meetings

Kickoff EA 0

Project Activity 7: Utilities

Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
<hr/> <hr/>		
Total Technical Meetings		0

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	45	45	1,500' SR-16, 700' CR2209 *80hrs/mile + 12 hrs DDI
19.4	Multi-Post Sign Support Calculations	EA	0	0	0	
19.5	Sign Panel Design Analysis	EA	0	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	
19.7	Quantities	LS	1	4	4	
19.8	Cost Estimate	LS	0	0	0	
19.9	Technical Special Provisions	LS	0	0	0	
19.10	Other Signing and Pavement Marking	LS	0	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					49	
19.11	Field Reviews	LS	0	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	2	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	2	
Signing and Pavement Marking Analysis Nontechnical Subtotal					4	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					53	

Technical Meetings

Sign Panel Design EA 0 0 0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	

Carries to 19.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	N/A
20.2	Summary of Pay Items Including TRNS•Port Input		LS	0	0		0	N/A
20.3	Tabulation of Quantities		Sheet	0	0	0	0	N/A
20.4	General Notes/Pay Item Notes		Sheet	1	4	0	4	
20.5	Project Layout		Sheet	0	0	0	0	N/A
20.6	Plan Sheet		Sheet	5	4	5	20	SR-16 (3), DDI (2)
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	12		12	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						5	36	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
20. Signing and Pavement Marking Plans Total						5	40	

Project Activity 21: Signalization Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	
21.2	Traffic Data Analysis	PI	0	0	0	
21.3	Signal Warrant Study	LS	0	0	0	
21.4	System Timings	LS	1	6	6	Median U-Turn
21.5	Reference and Master Signalization Design File	PI	1	30	30	Median U-Turn
21.6	Reference and Master Interconnect Communication Design File	LS	1	10	10	Median U-Turn
21.7	Overhead Street Name Sign Design	EA	6	2	12	Median U-Turn
21.8	Pole Elevation Analysis	LS	1	2	2	
21.9	Traffic Signal Operation Report	LS	0	0	0	
21.10	Quantities	LS	1	0	0	
21.11	Cost Estimate	LS	1	0	0	
21.12	Technical Special Provisions	LS	0	0	0	
21.13	Other Signalization Analysis	LS	1	0	0	
Signalization Analysis Technical Subtotal					60	
21.14	Field Reviews	LS	1	2	2	
21.15	Technical Meetings	LS	1	0	0	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	3	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	3	
Signalization Analysis Nontechnical Subtotal					8	
21.19	Coordination	LS	%	0%	0	
21. Signalization Analysis Total					68	

Project Activity 21: Signalization Analysis

Technical Meetings

FDOT Traffic Operations	EA	0	0	0
FDOT Traffic Design	EA	0	0	0
Power Company (service point coordination)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Railroads	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 22: Signalization Plans

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	N/A
22.2	Summary of Pay Items Including TRNS•Port Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	1	4	1	4	
22.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	1	4	1	4	Median U-Turn
22.6	Interconnect Plans		Sheet	0	0	0	0	
22.7	Traffic Monitoring Site		EA	0	0		0	
22.8	Guide Sign Worksheet		EA	6	1	1	6	
22.9	Special Details		Sheet	2	4	2	8	
22.10	Special Service Point Details		EA	1	4	1	4	
22.11	Mast Arm/Monotube Tabulation Sheet		PI	1	4	1	4	
22.12	Strain Pole Schedule		PI	0	0		0	
22.13	TCP Signal (Temporary)		EA	0	0		0	
22.14	Temporary Detection Sheet		PI	1	4		4	
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	
22.16	Interim Standards		LS	0	0		0	
Signalization Plans Technical Subtotal						8	38	
22.17	Quality Assurance/Quality Control		LS	%	5%		2	
22.18	Supervision		LS	%	5%		2	
22. Signalization Plans Total						8	42	



Via Email: (MaggioreM@etminc.com)

Ref: 5390.00

August 18, 2023

Matt Maggiore, PE
Executive Vice President
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

Re: SR 16 Widening - Streetlight Design Additional Services #1 Proposal
St. Johns County, Florida

Dear Mr. Maggiore:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct ADDITIONAL SERVICES on behalf of the SR 16 Widening between MP 9.478, west of International Golf Parkway and MP 10.308, east of San Giacomo Road (the PROJECT) located in St. Johns County, Florida (the COUNTY). For the purposes of this proposal/agreement, England-Thims & Miller, Inc. shall be referred to as the CLIENT.

ADDITIONAL SERVICES are requested due to the increase in the project limits for the proposed lighting design. The new limits of construction will include an additional 0.36 miles of roadway along SR 16, a newly constructed DDI intersection, and 0.35 miles of lighting along the north side of the newly designed CR 2209 roadway. The DDI will require additional coordination with Clay Electric to provide an additional service point near the new intersection. Lighting at the intersection of SR 16 and CR 2209 will require additional analysis to ensure the signalized intersection meets horizontal and vertical illumination requirements on the roadway and crosswalks stated within the FDM chapter 231. Additional voltage drop calculations, overcurrent coordination analysis, short circuit calculations, and arc flash will be provided for the additional service point at the new signalized intersection. The budget increase for Task 1 to accommodate these changes is outlined below.

Revised Budget Allocation

Task	Fee Type	Current Budget	Budget Increase	New Budget
Task 1 – Lighting Analysis and Plans	Fixed	\$47,670.00	\$18,500.00	\$66,170.00

If you are in agreement with this proposal for ADDITIONAL SERVICES, please sign below as Authorization to proceed and return it to me at ncaparas@ltg-inc.us.

Sincerely,
LTG, INC.

Nelson D. Caparas, PE
Senior Project Manager

In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this ADDITIONAL SERVICES AGREEMENT, does hereby accept the increased scope, schedule and associated fee amount and authorizes LTG to commence with the analysis as described above. He/She further understands that the Terms and Conditions of the original agreement, dated June 14, 2021, apply to this supplemental agreement with updated standard hourly billing rates reflected in the appended Attachment A dated February 1, 2023.

Matt Maggiore, P.E., ETM, Inc.

Date

1450 W. Granada Blvd., Suite 2 ▪ Ormond Beach, FL 32714 ▪ Phone 386.257.2571 ▪ Fax 386.257.6996

www.ltg-inc.us

ATTACHMENT A
Standard Hourly Billing Rates
Effective February 1, 2023

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	\$ 320
2	Sr. Project Manager	\$ 260
3	Project Manager	\$ 200
4	Sr. Project Engineer/Sr. Project Planner	\$ 190
5	Project Engineer/Project Planner/Project Coordinator	\$ 175
6	Sr. Engineer Intern	\$ 155
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	\$ 135
8	Sr. Designer	\$ 165
9	Designer	\$ 125
10	Sr. Technician/Technical Writer/Transportation Analyst	\$ 115
11	Technician	\$ 90
12	Administrative Assistant	\$ 105
14	Comptroller	\$ 195
16	Student Intern	\$ 75
17	Business Development	\$ 165
COURT TESTIMONY		
40	Actual Testimony	\$ 450
40	Preparation Time	\$ 450



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14775 Old St. Augustine Road • Jacksonville, Florida 32258

August 14, 2023

Mr. Matt Maggiore, P.E.
Executive Vice President
England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
maggiorem@etminc.com

Reference: ***State Road 16 Additional Limits for Route Survey
St. Johns County, Florida ~ Surveying Services***

Dear Mr. Maggiore,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for providing topographic survey data for the above referenced project located in St. Johns County, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1: Topographic Route Survey

Prepare a topographic 3D DTM route survey for design purposes of an approximate 2400-foot corridor for a section of State Road 16 in St Johns County, Florida. The limits of survey extend from our southerly limits of the existing survey on SR 16 southerly an additional 2400 feet. Cross sections to populate the DTM will be taken at 100-foot intervals and at High/Low points. The survey will extend from right of way to right of way plus 20 feet. The wetland lines along SR 16 as delineated by others will be located. Additionally the new right turn lanes on the easterly side of SR 16 within our original survey will be located and added to the survey database as will the new traffic restriction islands along the westerly side of SR 16. Northerly of International Golf Parkway (IGP) and on the easterly side of SR 16 we will locate the new entrance and swale and add it to our existing survey database, approximately 800 feet.

On IGP and along the northerly side of the roadway we will survey from the back of curb to 25 feet beyond the existing right of way lines from the existing easterly right of way lines of SR 16 easterly to the westerly line of Toco High School (approximately 1300 feet) then turn northerly surveying from the westerly line of Toco to the existing ponds edge of water to the northerly line of Toco High School, approximately 1400 feet. Cross sections will be take at 100 foot intervals along the northerly end of the school property and extending through the creek. The wetlands line as delineated by others in this ares will also be surveyed. The existing control structure at the school will be located and measured and the wetland lines as delineated by others at the school will be surveyed. All as detailed in the attached Exhibit "A".

Reference: **State Road 16 Additional Limits for Route Survey
St. Johns County, Florida ~ Surveying Services**

We will conduct a limited right of way control survey to accurately determine and place the right of way lines of State Road 16 and IGP. This effort will include researching right of way maps available in the Public Records of St Johns County and from the FDOT.

The location and mapping of improvements will be limited to above ground visible evidence only. Pipe sizes, types and inverts will be obtained where accessible from the surface through manholes and inlets. The surveyed data will be referenced to NAD83/2011 horizontal datum and the NAVD88 vertical datum. The deliverables will consist of digital data (Cadd) files of the survey data in MicroStation ORD format suitable for civil engineering design.

Lump Sum Fee.....\$47,680.00

Task 2: Subsurface Utility Services

Provide subsurface utility designating services for the project described above and as depicted on graphic provided by client. Through our initial design ticket through Sunshine811, we have found approximately three utility owners within our project vicinity with approximately 40,500 linear feet (approximately 8 miles) of utilities to be designated. This scope of services also includes providing up to twenty test holes, as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. The underground utility test holes, and utility designation will be surveyed and incorporated into an acad file for use in engineering design.

Senior Utility Coordinator.....	\$2,810.00
SUE Technician.....	\$2,130.00
Survey	\$7,500.00
Designating (\$1,900 day rate).....	\$19,000.00
Maximum Limiting Fee	\$31,440.00

Test Holes (As Needed)

(10) Soft Test Holes (\$500 per hole)	\$5,000.00
(10) Hard Test Holes (\$600 per hole)	\$6,000.00
Estimated Test Hole Budget.....	\$11,000.00

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of \$400 will be charged if the minimum of 4 test holes are not authorized**

Items Not Included

- | | |
|--------------------|------------------------------|
| Boundary Survey | Title Review |
| As-Built Survey | Tree Survey |
| Plat Preparation | Sketch and Legal Description |
| County Plat Review | Research/Consultation |

Reference: **State Road 16 Additional Limits for Route Survey
St. Johns County, Florida ~ Surveying Services**

Plat Processing for Recordation

Document Processing for Recordation

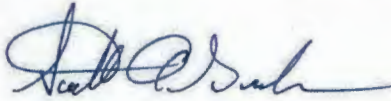
Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM Surveying and Mapping, Inc., INC.



Scott A. Graham, P.S.M.
Vice President

Accepted this _____ day
of _____, 2023.

By: _____
Signature

Print Name and Title

Company

Attachments: General Conditions

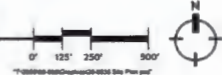
GENERAL CONDITIONS



SR 16 / International Golf Parkway Proposed Drainage Improvements

Stormwater Management Plan
7 July 2023

Note: This final plan and/or rendering is conceptual and is subject to review and approval by several governmental agencies to meet environmental, technical and other standards. This plan was compiled based on the best information available. All acreage figures are unperfected and are subject to change.



ETM
ENGLAND-THINS & MILLER, INC.

Approximately 20 acres of SR 16 Drainage Area (IGP to CR 2209) to be routed to existing Tocal Creek High School Ponds

Approximately 4 acres of SR 16 Drainage Area (CR 2209 to eastern drainage boundary) to be routed to SMF Z-01

Additional overtreatment in CR 2209 ponds for uncaptured Drainage Area Improvements

FDOT Interaction Concept

INCLUDE ADDITIONAL BUDGET FOR SUPPLEMENTAL SURVEY



ECS Florida, LLC

Proposal for Supplemental Subsurface Exploration and
Geotechnical Engineering Services

SR 16 Widening

State Road 16 and San Giacomo Road
St. Johns County, Florida

ECS Proposal Number 35:21038-GP

August 10, 2023





August 10, 2023

Mr. Matt Maggiore, P.E.
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

ECS Proposal No. 35:21038-GP

Reference: Proposal for Supplemental Subsurface Exploration and Geotechnical Engineering Services
SR 16 Widening
State Road 16 and San Giacomo Road
St. Johns County, Florida

Dear Mr. Maggiore:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee, schedule of work, and authorization requirements.

Project Description

Based on the *Stormwater Management Plan* dated July 7, 2023 and our conversation on August 10, 2023, we understand that additional improvements are planned along the State Road 16 corridor. ECS previously performed a geotechnical exploration for a portion of the project (ECS Report No. 35:30611). The additional improvements include the widening of State Road 16 for a distance of approximately 3,100 linear feet east of the previous exploration area. Additionally, up to six mast arms may be needed at the future intersection of State Road 16 and County Road 2209. Finally, an existing stormwater pond near Toco High School (referenced as Toco Pond SMF 2) on the provided plan is planned to have the Normal Water Level (NWL) lowered approximately 2 feet. Therefore, a drawdown analysis will be required to evaluate potential drawdown of the nearby wetlands.

Scope of Services

Our integrated services will include drilling of soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
North Side of State Road 16 (Road Widening Area)	31 Auger (100 foot spacing)	6
Mast Arm Locations	6 SPT*	30
Adjacent to Tocoï Pond SMF 2	1 SPT* 3 Permeability Tests	30 Varies

*Standard Penetration Test

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
6. Recommendations for mast arm foundation design parameters.
7. General recommendations for pavement design.
8. Evaluation of the potential drawdown of the adjacent wetlands due to the lowered pond NWL, including limits of cut-off walls and/or liners, if needed, to preclude potential impacts.
9. Recommendations for the required site preparation and earthwork construction.

Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two full business days are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 5-6 business days.
3. Client will provide the right of access to the property.

Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$16,500**. As discussed, we recommend an additional contingency budget of **\$3,000** be established to account for

potential future changes and additions. This is not a not-to-exceed fee, and our services will be invoiced at the unit rates at the time of service.

If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Schedule

We are prepared to mobilize to the site within three weeks to four weeks after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in an attempt to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Site Repair

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location(s). In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,

ECS FLORIDA, LLC



Chris M. Egan, P.E.

Geotechnical Department Manager

CEgan@ecslimited.com



Robert W. Clark, P.E.

Senior Project Engineer

RWClark@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: SR 16 Widening
Location: State Road 16, St. Johns County, Florida
Fee: \$16,500 Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.
The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No.: _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____
Company Name: _____
Address: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Fax No: _____
E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____
ECS Proposal 35:21038-GP

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO
SCOPE OF SERVICES AND FEES

This SUPPLEMENT to AGREEMENT FOR SERVICES to the original Agreement for Services (original Agreement dated 06/18/0221) is between England-Thims & Miller, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will perform a wetland delineation within the revised project extents and review the previous wetland extents delineated in 2021 to ensure consistency based on current conditions. Terracon will provide a flagging key map to the Client and project surveyor to locate the delineated wetland extents.

In addition, Terracon will assist in project coordination and participate in project meetings as required.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Additional Wetland Delineation: \$5,500.00
Project Coordination and Meetings: \$4,500.00

All terms and conditions of the Agreement for Services shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: <u>Terracon Consultants, Inc.</u>	Client: <u>England-Thims & Miller, Inc.</u>
By: <u><i>Gary K Howalt</i></u> Date: <u>8/15/2023</u>	By: _____ Date: _____
Name/Title: <u>Gary K Howalt / Senior Principal/Senior Scientific Consultant</u>	Name/Title: <u>Matt Maggiore /</u>
Address: <u>8001 Baymeadows Way Ste 1</u> <u>Jacksonville, FL 32256-7521</u>	Address: <u>14775 Old St Augustine Rd</u> <u>Jacksonville, FL 32258-2463</u>
Phone: <u>(904) 900-6494</u> Fax: <u>(904) 268-5255</u>	Phone: _____ Fax: _____
Email: <u>Gary.Howalt@terracon.com</u>	Email: <u>maggiorem@etminc.com</u>



CONTRACT AGREEMENT
RFQ NO: 20-10; Design of Intersection & Widening Improvements
for State Road (SR) 16 at International Golf Parkway (IGP) to San Giacomo Road
Master Contract #: 20-MAS-ENG-12227

This Contract Agreement, ("Agreement") is made as of this 20th day of July, 2020, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "County", and **England-Thims & Miller, Inc.** ("Consultant"), authorized to do business in the State of Florida, with offices located at: 14775 Old St. Augustine Road, Jacksonville, FL 32258; Phone:904-642-8990; Fax:904-646-9485; Email: maggiorem@etminc.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of Three Hundred (300) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide Professional Engineering Services for design of intersection and widening improvements for the State Road 16 and International Golf Parkway intersection in accordance with RFQ No: 20-10. Ultimate design of this project is contingent upon the Florida Department of Transportation (FDOT) completing an Intersection Control Evaluation (ICE), therefore design will be conducted in two phases.

The Consultant's responsibility under this Agreement for Phase I is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide Professional Engineering Services for topographic route survey, geotechnical exploration, preliminary roadway geometrics, preliminary drainage design and pond site analysis, 15% roadway and drainage plans, and wetland delineation, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No. 20-10, and as otherwise provided in the Contract Documents.

Contingent upon Florida Department of Transportation (FDOT) completion of the Intersection Control Evaluation (ICE), the County shall negotiate a subsequent scope of services and pricing proposal with the Consultant for Phase II, and amend this Agreement as negotiated. The Consultant's responsibility under this Agreement for Phase II will be to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide Professional Engineering Services for final design of intersection and widening improvements for the State Road 16 and International Golf Parkway, preparation of easement documents, preparation of right-of-way maps, utility coordination, utility design provided by utility companies, traffic signalization design, permitting, and subsurface utility services, as specified in the future Scope of Work, submitted by the Consultant, negotiated and approved by the County in accordance with RFQ NO. 20-10, and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of St. Johns County Engineering Division, or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant for Phase I – 15% Preliminary Drainage Design and a Pond Siting Analysis a lump sum amount of **One Hundred Forty-Nine Thousand Seven Hundred Ninety-Nine Dollars and Seventy-Eight Cents (\$149,799.78)** according to the pricing proposal attached hereto as Exhibit “B”, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County’s express written approval, and amendment to this Agreement.

Contingent upon completion of an Intersection Control Evaluation (ICE) being conducted by Florida Department of Transportation (FDOT), and upon future authorization by the St. Johns County Board of County Commissioners and legal appropriation of required funds, the County shall negotiate a subsequent scope of services and pricing proposal with the Consultant for Final Design and Final Plans preparation, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount negotiated and approved by the County’s express written approval, and amendment to this Agreement.

- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant’s compensation is based upon Consultant’s adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant’s compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant’s authorized representative on the submitted invoice shall constitute the Consultant’s certification to the County that:
1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant’s acceptance of the County’s payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant’s consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

- F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Engineering Division
Attn: Nick Perpich
2750 Industry Center Road
St. Augustine, FL 32084

- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant’s final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date

of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the Consultant with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Consultant in the performance of the Contract.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall,

at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant’s control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant’s request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County’s property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant’s relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

England-Thims & Miller, Inc.
Attn: Mr. Matt Maggiore, P.E., Executive Vice President
14775 Old St. Augustine Road
Jacksonville, FL 32258

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 - E-Verify

The Contractor must utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel performing any portion of the Work. Additionally, the Contractor must expressly require any sub-contractor(s) or sub-consultant(s) performing work or providing services pursuant to the Work shall likewise utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor(s) or sub-consultant(s) while working on the project.

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, 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 and Federal provisions. 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.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this

Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents 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 shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONSULTANT have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Leigh A. Daniels, CPPB
Printed Name of County Representative

Assistant Purchasing Manager
Title of County Representative

Leigh A. Daniels
Signature County Representative

7/20/20
Date of Execution

CONSULTANT:

England-Thims & Miller, Inc.
Company Name

Matthew S. Maggiore
Signature of Consultant Representative

Matthew S. Maggiore, Executive V.P.
Printed Name & Title

7/17/2020
Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Ram Halterman
Deputy Clerk

7/20/20
Date of Execution

ST JOHNS COUNTY

JUL 20 '20

PURCHASING

LEGALLY SUFFICIENT

[Signature]
Deputy County Attorney

7/27/20
Date of Execution



**RFQ NO: 20-10; Design of Intersection & Widening Improvements for State Road (SR) 16) from
International Golf Parkway (IGP) to San Giacomo Road
Master Contract #: 20-MAS-ENG-12227**

EXHIBIT "A"

Request for Qualifications & Issued Addenda
(separate attachment)

**RFQ NO: 20-10; Design of Intersection & Widening Improvements for State Road (SR) 16) from
International Golf Parkway (IGP) to San Giacomo Road
Master Contract #: 20-MAS-ENG-12227**

EXHIBIT "B"

CONSULTANT'S PROPOSAL

ETM

VISION • EXPERIENCE • RESULTS

www.etminc.com
tel 904-642-8990

14775 Old St. Augustine Road • Jacksonville, Florida 32258

June 1, 2020

Jason D. Sparks, P.E.
Planning Chief Engineer
2750 Industry Center Road
St. Augustine, FL 32084

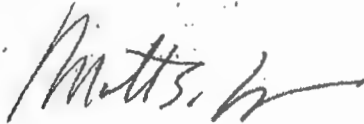
Re: **RFQ 20-10**
Design of Intersection & Widening Improvements for State Road 16

Mr. Sparks,

Please find attached our proposed Scope of Services and Fee proposal for the State Road 16 project. This scope of services includes data collection, preliminary roadway design (15%), preliminary drainage design and a pond siting analysis. We proposed to complete this work within eight (8) months from the County's Notice-to-Proceed.

Thank you again for this opportunity to be of service to the County. We truly appreciate this chance to serve you.

Sincerely,
ENGLAND-THIMS & MILLER, INC.



Matthew S. Maggiore, P.E.
Executive Vice President

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
Jacksonville • Palm Coast • Lake Mary • Gainesville • Tallahassee
REG-00002584 LC-0000316

**SCOPE OF SERVICES
FOR DATA COLLECTION AND PRELIMINARY ENGINEERING**

**STATE ROAD 16 WIDENING
ST. JOHNS COUNTY, FLORIDA**

Submitted May 18, 2020

I. SCOPE OF PROJECT

The SR 16 project consists of improvements to the SR 16 / International Golf Parkway (IGP) intersection, the widening of SR 16 from two to four lanes, traffic signalization, utility adjustments, and storm water treatment pond construction. The limits of the project are from just west of the SR 16 / IGP intersection to just east of the SR 16 / San Giacomo Road intersection.

This scope of services includes data collection, preliminary roadway design (15%), preliminary drainage design and a pond siting analysis. Final design and final plans preparation be provided under a subsequent scope of services.

A. SURVEYS / GEOTECHNICAL EXPLORATION

1. Topographic Route Survey

The Consultant will provide topographic survey along SR 16 from approximately 1,200' west of IGP to approximately 3,850' east of IGP. Survey will also be collected for 500 feet on both Pacetti Road and IGP. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

2. Geotechnical Exploration

The Consultant will provide supplemental geotechnical exploration and testing associated with the design of the roadway widening and stormwater management ponds. In addition, Ellis & Associates (E&A, a part of the ECS Group of Companies), previously performed a Roadway Soil Survey along SR 16 for an earlier design of this project. The previously performed borings will be incorporated into the current exploration and used to supplement the proposed borings. Please see the attached detailed scope of services from ECS Florida, LLC.

B. ROADWAY AND DRAINAGE ANALYSIS AND PLANS

The Roadway Plans Package shall be prepared by the Consultant. This work effort includes the design and analysis needed to prepare a set of 15% Roadway and Drainage Plans.

1. Preliminary Roadway Geometrics

The Consultant shall provide preliminary design geometrics for the project using FDOT and/or St Johns County design standards as appropriate. The design elements to be analyzed will include horizontal alignment, lane widths, turn lane lengths, shoulder widths, cross slopes, side slopes and ditches, lane transitions, and features of intersections. This task will include coordination with St. Johns County and FDOT staff to determine the desired configuration of the SR 16 / IGP / Pacetti Road intersection and the SR 16 / Verona Way intersection.

2. Preliminary Drainage Design / Pond Site Analysis

The Consultant shall be responsible for a preliminary drainage analysis for the roadway widening. Design work shall be in compliance with the requirements of the respective regulatory agencies. The objective is to provide a conceptual stormwater treatment/attenuation design.

It is anticipated that the project will include the construction of new wet detention stormwater treatment ponds to provide the required treatment and attenuation. These new facilities will be located on property obtained by the County or on land currently owned by the County.

The Consultant shall be responsible for an initial analysis of potential pond sites. Potential pond sites will be analyzed using a preliminary hydrologic analysis, and the results and coordination will be documented in a Pond Siting Report. Services shall include the following:

- a. An analysis of pre and post drainage basins.
- b. A preliminary determination of the volume of stormwater to be treated and attenuated.
- c. Desktop analysis of existing SJRWMD permits for adjacent projects.
- d. Preparation of a Pond Siting Report

3. *15% Roadway and Drainage Plans:*

The Consultant shall prepare plan sheets, notes, and details to include, if required, the following: Key Map, Typical Section sheet(s), Plan Sheets (1"=40' for 11"x17"), Soil Data Sheet(s), Drainage Map sheet(s), Stormwater Pond Plan sheet(s), Special Drainage Detail sheet(s), and Erosion Control details.

C. ENVIRONMENTAL SERVICES

1. *Wetland Delineation:*

The Consultant will provide wetland delineation services along the project corridor and pond sites. Please see the attached detailed scope of services from Environmental Services, Inc.

II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

	11" x 17"
<u>PHASE REVIEW</u>	<u>Copies</u>
15% Phase Plans	5
Pond Siting Report	5

III. ST. JOHNS COUNTY RESPONSIBILITIES

A. DOCUMENTS

The County shall provide to the Consultant any available plans, maps or other pertinent information essential to the satisfactory completion of the work indicated herein.

B. REVIEWS

The County will provide timely reviews of the Consultant's work in accordance with the schedule agreed upon between the County and the Consultant. Each review period by the County shall be approximately four weeks, at which time all comments will be forwarded to the Consultant.

C. RIGHT-OF-WAY / ACCESS

The County will secure the right-of-way and pond sites required for the project. The County will contact all affected private property owners and secure their permission for Consultant or subconsultants to enter onto their premises.

IV. TIME SCHEDULE

Within ten (10) days after the Notice-To-Proceed, the Consultant shall provide a schedule of calendar deadlines. The schedule shall be prepared in a format prescribed by the County.

V. FEE SCHEDULE

Topographic Route Survey (ETM Surveying & Mapping)	\$ 60,215
Geotechnical Services (ECS)	\$ 12,180
Preliminary Roadway Geometrics	\$ 13,221
Preliminary Drainage Design / Pond Site Analysis	\$ 27,609
15% Roadway and Drainage Plans	\$ 31,574
Wetland Delineation (ESI)	<u>\$ 5,000</u>
Total	\$ 149,799

The amounts of each above item may be shifted between items as needed design, if permitted by St. Johns County.

VI. EXCLUDED ITEMS

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, a quotation to perform them will be provided.

- Final Design
- Preparation of Easement Documents
- Preparation of R/W Maps
- Utility Coordination
- Utility Design – To be Provided by Utility Companies
- Traffic Signalization Design
- Traffic Studies-- Not Anticipated
- Permitting
- Groundwater Modeling – Not Anticipated
- Mitigation Area Design – Not Anticipated
- Contamination Assessments or Phase I ESA – Not Anticipated
- Subsurface Utility Services

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: State Road 18
 County: St. Johns
 FPN: 999999-1-52-01
 FAP No.: 54321

Consultant Name: England-Thms & Miller, Inc.
 Consultant No.: 20-036
 Date: 5/18/2020
 Estimator: M. Maggiore

Staff Classification	Total Staff Hours From SH Summary	Principal	Senior Engineer	Engineer	Senior Designer	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
		\$264.44	\$191.68	\$103.13	\$105.88	\$97.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	103	21	26	26	25	0	0	0	0	0	0	0	0	103	\$13,221	\$128.36
5. Roadway Plans	247	12	48	82	82	82	0	0	0	0	0	0	0	247	\$31,574	\$127.83
6. Drainage Analysis	215	11	43	54	54	53	0	0	0	0	0	0	0	215	\$27,608	\$128.42
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#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!
29. 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!
Total Staff Hours	565	28	113	142	142	140	0	0	0	0	0	0	0	565		
Total Staff Cost		\$7,404.32	\$21,659.84	\$14,644.46	\$15,034.96	\$13,661.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$72,404.78	\$128.15

Survey Field Days by Subconsultant
 4 - Person Crew

SALARY RELATED COSTS: Check = \$72,404.78 \$72,404.78

- 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.

EXPENSES:		\$0.00
Survey (Field - If by Prime)	0 4-man crew days @ 5 / day	\$0.00
SUBTOTAL ESTIMATED FEE:		\$72,404.78
Subconsultant: Topographic Route Survey (ETM Survey)		\$60,215.00
Subconsultant: Geotechnical Services (ECS)		\$12,180.00
Subconsultant: Wetland Flagging (ESI)		\$5,000.00
Subconsultant: Sub 4		\$0.00
Subconsultant: Sub 5		\$0.00
Subconsultant: Sub 6		\$0.00
Subconsultant: Sub 7		\$0.00
Subconsultant: Sub 8		\$0.00
Subconsultant: Sub 9		\$0.00
Subconsultant: Sub 10		\$0.00
Subconsultant: Sub 11		\$0.00
Subconsultant: Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$149,799.78
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$149,799.78
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$149,799.78

Project Activity 4: Roadway Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	8	8	
4.2	Pavement Type Selection Report	LS	0	0	0	
4.3	Pavement Design Package	LS	1	12	12	
4.4	Cross-Slope Correction	LS	0	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	60	60	250hrs(1 mile) *.25
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	0	0	0	
4.6	Access Management	LS	0	0	0	
4.7	Cross Section Design Files	LS	0	0	0	
4.8	Traffic Control Analysis	LS	0	0	0	
4.9	Master TCP Design Files	LS	0	0	0	
4.10	Design Variations and Exceptions	LS	0	0	0	
4.11	Design Report	LS	0	0	0	
4.12	Quantities	LS	0	0	0	
4.13	Cost Estimate	LS	0	0	0	
4.14	Technical Special Provisions	LS	0	0	0	
4.15	Other Roadway Analysis	LS	0	0	0	
Roadway Analysis Technical Subtotal					80	
4.16	Field Reviews	LS	2	4	8	
4.17	Technical Meetings	LS	1	4	4	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	4	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	4	
Roadway Analysis Nontechnical Subtotal					20	
4.21	Coordination	LS	%	3%	3	
4. Roadway Analysis Total					103	

Technical Meetings

Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meetings	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	1	4	4

Total Meetings **4**

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

State Road 16.
999999-1-52-01

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	1	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	4	24	4	96	2 pre, 2 post
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	4	8	2	32	
5.4.2	Typical Section Details		EA	0	0	0	0	
5.5	General Notes/Pay Item Notes		Sheet	1	6	1	6	
5.6	Summary of Quantities		Sheet	0	0	0	0	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	0	0	0	0	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	1	6	1	6	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	0	0	0	0	
5.14	Plan Sheet		Sheet	11	4	11	44	
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	0	0	0	0	
5.20	Special Details		EA	0	0	0	0	
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0	0	0	
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0	0	0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	2	16	2	32	
5.26	Retention Pond Cross Sections		EA	0	0	0	0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	1	1	1	1	
5.29	Cross Sections		EA	0	0	0	0	
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	0	0	0	0	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0	0	0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
Roadway Plans Technical Subtotal						23	225	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		11	
5.41	Supervision		LS	%	5%		11	
5. Roadway Plans Total						23	247	

Project Activity 6: Drainage Analysis

Estimator:

State Road 16
999999-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	2	40	80	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	1.5	18	27	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	2	40	80	
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	0	0	0	
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	0	0	0	
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	0	0	0	
6.15	Cost Estimate	LS	0	0	0	
6.16	Technical Special Provisions	LS	0	0	0	
6.17	Other Drainage Analysis	LS	0	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Drainage Analysis Technical Subtotal					187	
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	4	4	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	9	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	9	
Drainage Analysis Nontechnical Subtotal					22	
6.23	Coordination	LS	%	3%	6	
6. Drainage Analysis Total					215	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	1	4	4
Local Governments (cities, counties)	EA	0	0	0
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				4
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings

4

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3



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www.etmino.com

tel 904-642-8550 • fax 904-642-4166

14775 Old St. Augustine Road • Jacksonville, Florida 32258

Revised May 15, 2020

April 22, 2020

Mr. Matt Maggiore, P.E.
Executive Vice President
England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
maggiorem@etminc.com

Reference: **State Road 16 at International Golf Parkway (IGP) Route Survey
St. Johns County, Florida ~ Surveying Services**

Dear Mr. Maggiore,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for providing topographic and utility data for the above referenced project located in St. Johns County, Florida. Our proposed scope of services, and fee schedule are as follows:

Topographic Route Survey

Prepare a topographic 3D DTM route survey for design purposes of an approximate 5050-foot corridor for a section of State Road 16 in St Johns County, Florida. The limits of survey extend from 3850 feet East of International Golf Parkway to 1200 feet West of International Golf Parkway and includes 500 feet on both Pacetti Road and International Golf Parkway. Cross sections to populate the DTM will be taken at 100-foot intervals and at High/Low points. The survey will extend from right of way to right of way plus 20 feet. The surveyed data will be referenced to NAD83/2011 horizontal datum and the NAVD88 vertical datum.

Horizontal control points will be established at 1000 foot intervals and Benchmarks will be placed at the begin/end survey and at 1000' intervals through the project corridor. The baseline of survey will be staked at begin/end survey and at 1000 foot intervals through the project corridor, side street baselines will not be staked.

Check cross sections will be taken at 1000 foot intervals through the project limits and one will be taken on each side street.

Jurisdictional lines delineated by others will be surveyed and added to the survey deliverable.

Fourty Geotechnical boring/augar locations will be either staked or located and data to include the existing ground elevation.

Reference: State Road 16 at International Golf Parkway (IGP) Route Survey
St. Johns County, Florida ~ Surveying Services

Two pond sites will be surveyed and included in the DTM for the project.

We will conduct a limited right of way control survey to accurately determine and place the right of way lines of State Road 15, International Golf Parkway and Pacetti Road. This effort will include the survey of adjoining properties and researching right of way maps available in the Public Records of St Johns County and from the FDOT.

The location and mapping of improvements will be limited to above ground visible evidence only. Pipe sizes, types and inverts will be obtained where accessible from the surface through manholes and inlets. The deliverables will consist of digital data (Cadd) files of the survey data in MicroStation ORD format suitable for civil engineering design.

Maximum Limiting Fee.....\$60,215.00

Items Not Included

Boundary Survey
Jurisdictional Wetlands Survey
As-Built Survey
Plat Preparation
County Plat Review
Plat Processing for Recordation
Underground Utility Location

Title Review
Construction Layout
Tree Survey
Sketch and Legal Description
Research/Consultation
Document Processing for Recordation

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.



ECS Florida, LLC

Proposal for Geotechnical Exploration and Engineering Services

SR 16 Widening from IGP to San Giacomo Road

St. Johns County, Florida

ECS Proposal Number 35-16570

April 10, 2020

Revised May 18, 2020





ECS FLORIDA, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

April 10, 2020
Revised May 18, 2020

Mr. Matt Maggiore, P.E.
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

ECS Proposal No. 35-16570 (*Revised*)

Reference: Proposal for Geotechnical Exploration and Engineering Services
SR 16 Widening from IGP to San Giacomo Road
St. Augustine, St. Johns County, Florida

Dear Mr. Maggiore:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate, schedule of work, and authorization requirements.

PROJECT UNDERSTANDING

Based on our discussion with you and the provided RFQ No. 20-10 issued by St. Johns County, we understand that SR 16 is proposed to be widened to a four-lane road from its intersection with International Golf Parkway (IGP) to near the intersection of San Giacomo Road for a distance of approximately $\frac{3}{4}$ mile. We understand that a suburban section is being considered which would reuse the existing roadway (to be milled and repaved) as the eastbound travel lanes. New westbound travel lanes would be constructed north of the existing roadway. Two stormwater ponds are proposed north of the SR 16 alignment. Ellis & Associates (E&A, a part of the ECS Group of Companies), previously performed a Roadway Soil Survey along SR 16 for an earlier design of this project which included 46 soil borings performed in 2015 along the subject corridor. The results of the Roadway Soil Survey were submitted in a draft *Report of Roadway Soil Survey and Geotechnical Exploration – SR 16 & IGP Intersection Improvements*, dated February 18, 2016 (E&A Project Number 1637-0043). The previously performed borings will be incorporated into the current exploration and used to supplement the proposed borings.

SCOPE OF SERVICES

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. The following field services are proposed:

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
New Roadway Lanes	21 Augers** (one boring every 100' to supplement the existing borings)	6
Existing Pavement	13 Pavement Cores (one per 300 feet of roadway pavement)	Through Asphalt and Base
Ponds	3 Augers (one per acre of pond)	30

*Standard Penetration Test

**We have included a contingency of 10 augers to 6 feet to delineate unsuitable clay or organic soils along the alignment.

We will attempt to locate existing underground utilities at the site using the One-Call system. However, private utilities not registered with this system, such as irrigation systems, will need to be located by the Owner.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. Limerock Bearing Ratio (LBR) testing will also be performed from bulk samples obtained from along the roadway.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, a presentation of the pavement core results, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.

The field exploration, laboratory testing, and geotechnical report will be performed in general accordance with St. Johns County and FDOT Standards.

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- 2 full business days are needed for utility mark-up prior to the start of drilling operations.
- Drilling operations will last approximately 4-6 business days.
- Client will provide the right of access to the property.



COST OF SERVICES

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$12,180.65**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

SCHEDULE OF WORK AND AUTHORIZATION

We are prepared to mobilize to the site within one week after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,
ECS FLORIDA, LLC



Chris M. Egan, P.E.
Geotechnical Department Manager
CEgan@ecslimited.com



Robert W. Clark, P.E.
Senior Project Engineer
RWClark@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service



ENVIRONMENTAL SERVICES, INC.

A Terracon COMPANY

7220 Financial Way, Suite 100
Jacksonville, Florida 32256
P (904) 470 2200
F (904) 470 2112
environmentalservicesinc.com

18 May 2020

Mr. Matt Maggiore
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258

Dear Mr. Maggiore:

Environmental Services, Inc., A Terracon Company ("ESI") appreciates the opportunity to present England-Thims & Miller, Inc. with this revised proposal. An outline of ESI's proposed scope of services and compensation are provided below.

Project Name: SR 16 Widening IGP to San Giacomo (PHK207132)
Project Location: St. Johns County, Florida

SCOPE OF SERVICES

Task 1: Wetland Delineation **\$5,000.00**

ESI will field delineate the limits of jurisdictional wetlands pursuant to the current methodologies of the U.S. Army Corps of Engineers [(ACOE) 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)], Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District [(SJRWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, F.A.C.]. We will provide you and your chosen land surveyor with a flagging key map showing the approximate location of the jurisdictional line. The area to be delineated will include the proposed road widening corridor and up to three potential pond sites (two near the western project limits and one at the intersection of SR 16 and future CR 2209)

This task does not include the formal mapping of the wetland boundary. A licensed land surveyor must perform this mapping.



St. Johns County Board of County Commissioners

Purchasing Division

July 28, 2020

Mr. Matthew Maggiore
England Thims & Miller, Inc.
14775 Old St. Augustine Rd
Jacksonville, FL 3258

RE: RFQ 20-10; Design of Intersection & Widening Improvements for State Road (SR) 16 at
International Golf Parkway (IGP) to San Giacomo Road
Master Contract No. 20-MAS-ENG-12227

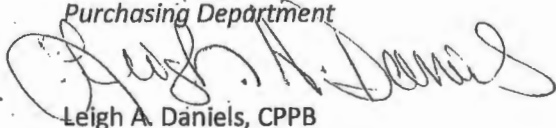
Dear Mr. Maggiore

Enclosed, please find a fully executed original copy of the above referenced Contract Agreement for your files.

If you have any questions, please do not hesitate to contact Diana Dye at 904-209-162 or email dfye@sjcfl.us.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County
Purchasing Department


Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

CC: SJC Minutes & Records
SJC Purchasing RFQ, No: 20-10 Master Contract File