

RESOLUTION NO. 2024 - 571

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: 09 TO SECONDARY DESIGN-BUILD AGREEMENT (530 DBIA) NO. 22-MAS-SUP-18220 TO SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC TO PROVIDE CONSTRUCTION SERVICES FOR INCLUSION OF THE VETERANS/ GREENBRIAR/ CR 210/ ALT 210 INTERSECTION IMPROVEMENTS INTO THE #5072 CR 210 / GREENBRIAR TO CIMARRONE WIDENING PROJECT UNDER RFQ 22-13.

RECITALS

WHEREAS, due to the existing widening project of CR 210 from Greenbriar to Cimarrone it was determined necessary to include the Greenbriar Road/Veterans Parkway Intersection as an effort to avoid traffic restrictions immediately after new construction has taken place; and

WHEREAS, the initial Secondary Design-Build Agreement only included design and construction services for the widening of CR-210 from Greenbriar Road to Cimarrone Boulevard; and

WHEREAS, Change Order No: 09 is for construction services including widening, signalization, and drainage improvements necessary for the Greenbriar/Veterans Parkway intersection to accommodate the projected widening of CR-210 / Greenbriar to Cimarrone Boulevard; and

WHEREAS, Change Order No: 09 will increase the Agreement cost by \$8,589,240.37, which increases the total Agreement value to \$42,384,977.42, which is an increase more than 25% of the initial Agreement Value, and required Board approval, in accordance with County Purchasing Policy; and

WHEREAS, the County has negotiated the scope and cost 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. 09 in the amount of \$8,589,240.37 dollars, in substantially the same form and format as attached, for completion of the work specified, in accordance with the Agreement.

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, this 17th day of December, 2024.

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

Rendition Date DEC 17 2024

By: [Signature]
Krista Joseph, Chair

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

By: [Signature]
Deputy Clerk



Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 09	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of construction services for the included Greenbriar/Veteran's Parkway Intersection, as provided in the Design-Build Firm's proposal dated October 18, 2024. This change order will increase the Contract Price by \$8,589,240.37 for the additional work and associated indirect costs. This change order will extend the current revised final GMP agreement completion date by 232 consecutive calendar days for completion of the additional work.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 1,034,189.30
This Change Order Increase/Decrease (attach breakdown):	\$ 8,589,240.37
New Contract Price:	\$ 42,384,977.42

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01, 03, and 06 to:	28	(calendar days)
This Change Order Contract Time Increase/Decrease:	232	(calendar days)
Revised Completion Date:	May 15	2026

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: _____
Printed Name: Jaime T. Locklear
Title: Director, Purchasing & Contracts
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

October 18, 2024

L-024

St. John's County
2750 Industry Center Rd.
St. Augustine, FL 32084

Attn.: Nathan Gottschalk
Project Manager

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 23-13
Contract No.: 23-MAS-SUP-18220

Subject: Cost Proposal for the Greenbriar/Veteran's Intersection Construction

Dear Sir,

Please let this letter serve as the cover for Superior Construction Company, Southeast, LLC's (SCC) submission of the cost proposal and time extension request for the Greenbriar/Veteran's Intersection Construction. The total cost of the proposal which includes labor, material, equipment and markup per the original contract is \$8,589,240.37. The time extension request is for an additional 232 calendar days to be added to the overall time due to the impacts to phasing and construction.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

X

Perla A Free

Digitally signed by Perla A Free
DN: cn=Perla A Free,
ou=SCC, email=perla@superiorconstruction.com, o=Superior Construction Company,
ou=Southeast LLC, cn=Perla A Free
Reason: I am the author of the document
Date: 2024.10.18 15:58:13-0400

Perla Free
Assistant Project Manager
Superior Construction Company

CC: Douglas Tarbox (SJC)

Superior Construction Company SE, LLC

7072 Business Park Blvd
Jacksonville, FL 32256
USA

Phone: 904-292-4240
Fax: 904-292-2682

SUPERIOR

To: St. Johns County	Contact:
Address: 500 San Sebastian View	Phone: (904) 209-0655
St. Augustine, FL 32084 AMERICA	Fax:
Project Name: CR-210 Veterans Intersection	Bid Number:
Project Location:	Bid Date: 10/18/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
BASE BID					
Direct Cost					
0101 1	MOBILIZATION	1.00	LS	\$7,477.82	\$7,477.82
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$187,912.68	\$187,912.68
0102 10	OFF-DUTY LAW ENFORCEMENT OFFICER	160.00	MH	\$94.00	\$15,040.00
0102 104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	240.00	DY	\$26.36	\$6,326.40
0102 107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	240.00	DY	\$17.09	\$4,101.60
0102 2200	SPECIAL DETOUR - TEMPORARY PAVEMENT	7,743.00	SY	\$39.90	\$308,945.70
0102 2300	SPECIAL DETOUR - EARTHWORK/BASE/DRAINAGE	1.00	LS	\$341,264.85	\$341,264.85
0102 60	WORK ZONE SIGN	2,300.00	DY	\$0.19	\$437.00
0102 71 13	BARRIER WALL, TEMPORARY, F&I, LOW PROFILE, CONCRETE	5,760.00	LF	\$71.98	\$414,604.80
0102 71 23	BARRIER WALL, TEMPORARY, RELOCATE, LOW PROFILE, CONCRETE	4,812.00	LF	\$18.88	\$90,850.56
0102 74 1	TEMPORARY BARRICADE- TYPES I, II, DI, VP, DRUM, OR LCD	69,000.00	DY	\$0.10	\$6,900.00
0102 74 2	BARRICADE, TEMPORARY, TYPE III, 6'	3,700.00	DY	\$0.20	\$740.00
0102 78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKER	3,580.00	EACH	\$4.00	\$14,320.00
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	150.00	DY	\$9.50	\$1,425.00
0104 1	ARTIFICIAL COVERINGS /ROLLED EROSION CONTROL PRODUCTS	112.00	SY	\$8.49	\$950.88
0104 9	SEDIMENT BASIN / CONTAINMENT SYSTEM- CLEANOUT	1.00	EACH	\$2,746.13	\$2,746.13
0104 10 3	SEDIMENT BARRIER	5,280.00	LF	\$2.21	\$11,668.80
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	34.00	LF	\$8.08	\$274.72
0104 15	SOIL TRACKING PREVENTION DEVICE	2.00	EACH	\$4,154.23	\$8,308.46
0104 18	INLET PROTECTION SYSTEM	18.00	EACH	\$209.68	\$3,774.24
0110 1 1	CLEARING & GRUBBING	6.49	ACRE	\$11,470.01	\$74,440.36
0110 4 10	REMOVAL OF EXISTING CONCRETE	42.50	SY	\$53.51	\$2,274.18
0120 1	REGULAR EXCAVATION	3,830.00	CY	\$22.67	\$86,826.10
0120 6	EMBANKMENT	13,786.00	CY	\$23.10	\$318,456.60
0160 4	TYPE B STABILIZATION	19,827.00	SY	\$10.60	\$210,166.20
0285 701	OPTIONAL BASE, BASE GROUP 01	482.00	SY	\$26.92	\$12,975.44
0285 704	OPTIONAL BASE, BASE GROUP 04	172.00	SY	\$37.51	\$6,451.72
0285 707	OPTIONAL BASE, BASE GROUP 07	12,479.00	SY	\$21.04	\$262,558.16
0285 708	OPTIONAL BASE, BASE GROUP 08	4,097.00	SY	\$53.60	\$219,599.20
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	710.00	SY	\$4.75	\$3,372.50
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	2,242.70	TON	\$161.00	\$361,074.70
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC -12.5, PG 76-22	1,401.00	TON	\$198.00	\$277,398.00
0400 0 11	CONCRETE CLASS NS, GRAVITY WALL	24.00	CY	\$2,115.58	\$50,773.92
0425 1351	INLETS, CURB, TYPE P-5, <10'	11.00	EACH	\$8,572.88	\$94,301.68

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0425 1361	INLETS, CURB, TYPE P-6, <10'	6.00	EACH	\$9,280.30	\$55,681.80
0425 1471	INLETS, CURB, TYPE 7, <10'	1.00	EACH	\$10,413.38	\$10,413.38
0425 1521	INLETS, DT BOT, TYPE C, <10'	6.00	EACH	\$5,644.73	\$33,868.38
0425 1541	INLETS, DT BOT, TYPE D, <10'	3.00	EACH	\$6,866.75	\$20,600.25
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	1.00	EACH	\$16,988.78	\$16,988.78
0425 2 61	MANHOLES, P-8, <10'	4.00	EACH	\$8,240.18	\$32,960.72
0425 2 71	MANHOLES, J-7, <10'	1.00	EACH	\$6,330.25	\$6,330.25
430174218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	46.00	LF	\$137.38	\$6,319.48
430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	1,554.00	LF	\$122.41	\$190,225.14
430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	757.00	LF	\$160.47	\$121,475.79
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	977.00	LF	\$170.72	\$166,793.44
430612333	U-ENDWALL, GRATE, STD 261, 1:3 SLOPE, 30" PIPE	2.00	EACH	\$7,915.68	\$15,831.36
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	1.00	EACH	\$4,256.30	\$4,256.30
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1.00	EACH	\$7,062.78	\$7,062.78
430984625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH, 18" SD	2.00	EACH	\$3,225.43	\$6,450.86
0515 2311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY,42" TYPE 1	66.00	LF	\$184.00	\$12,144.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	1,588.00	LF	\$31.40	\$49,863.20
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	3,752.00	LF	\$25.73	\$96,538.96
0520 2 2	CONCRETE CURB, TYPE B	80.00	LF	\$38.55	\$3,084.00
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	653.00	LF	\$18.75	\$12,243.75
0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL- VARIABLE WIDTH	17.00	SY	\$200.61	\$3,410.37
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1,065.00	SY	\$47.20	\$50,268.00
0522 2	CONC SIDEWALK AND DRIVEWAYS, 6" THICK	328.00	SY	\$69.39	\$22,759.92
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	33.00	SY	\$250.58	\$8,269.14
0527 2	DETECTABLE WARNINGS	124.00	SF	\$39.01	\$4,837.24
0570 1 2	PERFORMANCE TURF, SOD	10,738.00	SY	\$5.84	\$62,709.92
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	5.67	GLMI	\$1,350.00	\$7,647.75
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"	1,141.00	LF	\$1.00	\$1,141.00
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	219.00	LF	\$1.50	\$328.50
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	23.00	EACH	\$35.00	\$805.00
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	6.30	GLMI	\$1,350.00	\$8,503.65
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	1,509.00	LF	\$1.00	\$1,509.00
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.21	GLMI	\$600.00	\$126.00
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	832.00	LF	\$16.90	\$14,060.80
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	468.00	LF	\$41.17	\$19,267.56
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	1.00	PC	\$12,533.64	\$12,533.64
0632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	1.00	PC	\$1,765.49	\$1,765.49
0633 1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	292.00	LF	\$4.73	\$1,381.16
0633 1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	719.00	LF	\$4.82	\$3,465.58
0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	4.00	EACH	\$57.66	\$230.64
0633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	12.00	EACH	\$100.29	\$1,203.48
0633 3 11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	1.00	EACH	\$1,478.81	\$1,478.81
0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	1.00	EACH	\$70.70	\$70.70
0633 3 14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	1.00	EACH	\$152.61	\$152.61
0633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	1.00	EACH	\$2,086.73	\$2,086.73
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	31.00	EACH	\$1,573.83	\$48,788.73
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	3.00	EACH	\$2,855.23	\$8,565.69
0635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR	1.00	EACH	\$5,370.03	\$5,370.03

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0639 1122	36" ROUND COVER SIZE ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	2.00	AMBY	\$5,438.26	\$10,876.52
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	28.00	LF	\$12.88	\$360.64
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	2.00	EACH	\$2,373.82	\$4,747.64
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	2.00	EACH	\$2,551.87	\$5,103.74
0641 2 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	2.00	EACH	\$8,696.91	\$17,393.82
0643600	STRAIN POLE, WOOD, REMOVE	1.00	EACH	\$2,226.67	\$2,226.67
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	7.00	EACH	\$2,900.26	\$20,301.82
0646 1 12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	2.00	EACH	\$2,152.48	\$4,304.96
0649 21 21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	4.00	EACH	\$113,815.93	\$455,263.72
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	13.00	AMBY	\$1,913.18	\$24,871.34
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	2.00	AMBY	\$2,300.68	\$4,601.36
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	8.00	AMBY	\$1,117.31	\$8,938.48
0653 1 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	1.00	AMBY	\$2,042.91	\$2,042.91
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	1.00	EACH	\$22,728.53	\$22,728.53
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	4.00	EACH	\$7,784.44	\$31,137.76
0663 1111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	1.00	EACH	\$8,710.10	\$8,710.10
0663 1112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	4.00	EACH	\$3,136.20	\$12,544.80
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	10.00	EACH	\$440.98	\$4,409.80
0670 5111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	1.00	AMBY	\$54,927.40	\$54,927.40
0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	1.00	AMBY	\$2,065.89	\$2,065.89
0682 1113	ITS CCTV CAMERA, F&I, DOME PTZ ENCLOSURE - PRESSURIZED, IP, HIGH DEFINITION	1.00	EACH	\$7,012.66	\$7,012.66
0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	1.00	EACH	\$5,646.94	\$5,646.94
0685 1 13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	1.00	EACH	\$14,244.82	\$14,244.82
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	12.00	EACH	\$623.00	\$7,476.00
0700 1112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	5.00	EACH	\$2,660.00	\$13,300.00
0700 1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	10.00	EACH	\$244.00	\$2,440.00
0700 1600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	3.00	EACH	\$50.00	\$150.00
0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	3.00	EACH	\$1,003.60	\$3,010.80
0700 3601	SIGN PANEL, REMOVE, UP TO 12 SF	2.00	EACH	\$82.90	\$165.80
0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	8.00	EACH	\$5,697.80	\$45,582.40
0700141360	ENHANCED HIGHWAY SIGN ASSEMBLY, AC POWERED, F&I OVERHEAD MOUNT, BLANK OUT SIGN <12 SF	1.00	EACH	\$8,368.40	\$8,368.40
0705 10 1	OBJECT MARKER, TYPE 1	4.00	EACH	\$266.00	\$1,064.00
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	7.00	EACH	\$97.00	\$679.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	538.00	EACH	\$4.00	\$2,152.00
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	778.00	LF	\$5.00	\$3,890.00
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	646.00	LF	\$7.00	\$4,522.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	241.00	LF	\$20.00	\$4,820.00
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 5"	0.14	GLMI	\$2,500.00	\$352.50
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	32.00	EACH	\$120.00	\$3,840.00
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	152.00	LF	\$7.00	\$1,064.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0711 11241	FOR DIAGONAL OR CHEVRON THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.05	GLMI	\$2,000.00	\$104.00
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	10.00	SF	\$6.00	\$60.00
0710 12290	PAINTED PAVEMENT MARKINGS, DURABLE PAINT, YELLOW, ISLAND NOSE	26.00	SF	\$6.00	\$156.00
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	487.00	LF	\$20.00	\$9,740.00
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	10.00	EACH	\$225.00	\$2,250.00
0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	10.00	EACH	\$220.00	\$2,200.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	1.43	GLMI	\$5,100.00	\$7,303.20
0711 16102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.04	GLMI	\$6,630.00	\$232.05
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.30	GLMI	\$2,200.00	\$660.00
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	1.12	GLMI	\$5,100.00	\$5,732.40
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	2,873.00	LF	\$2.56	\$7,354.88
0715 5 32	LUMINAIRE & BRACKET ARM- GALV STEEL, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	2.00	EACH	\$3,081.88	\$6,163.76
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	1.00	EACH	\$11,241.89	\$11,241.89
0715 61321	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT, 10' ARM LENGTH	2.00	EACH	\$6,354.65	\$12,709.30
0715500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	4.00	EACH	\$821.82	\$3,287.28
Total Price for above Direct Cost Items:					\$5,467,142.14
Indirect Cost					
	INDIRECT COSTS	1.00	LS	\$1,842,408.99	\$1,842,408.99
Total Price for above Indirect Cost Items:					\$1,842,408.99
Fee					
	CONTRACT M/U (16%)	1.00	LS	\$1,169,689.24	\$1,169,689.24
Total Price for above Fee Items:					\$1,169,689.24
Total Price for above BASE BID Items:					\$8,479,240.37
CONTINGENCY					
Contingency					
	OWNER'S SHARED CONTINGENCY	1.00	LS	\$110,000.00	\$110,000.00
Total Price for above Contingency Items:					\$110,000.00
Total Price for above CONTINGENCY Items:					\$110,000.00

Notes:

- Certified Payroll will be provided if required by Owner.
- 5 days / week

Payment Terms:

Payment due within 10 days of date of invoice, regardless of when payment is made by Owner

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Superior Construction Company SE, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeremy Andrews (904) 292-4240 JAndrews@superiorconstruction.com</p>
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Design-Build Change Order Form

Document No. 500-D2
Second Edition, 2010

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Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 08	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
Owner: St. Johns County, FL	Date of Agreement: June 8, 2023
	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: **Addition of clearing and grubbing for the included Greenbriar/Veteran's Parkway Intersection, as provided in the Design-Build Firm's proposal dated October 29, 2024. This change order will increase the Contract Price by \$103,554.75 for the additional work and associated indirect costs. There will be no time extension granted with this change order.**

Original Contract Price:	\$ <u>32,761,547.75</u>
Net Change by Previous Change Order No(s) to:	\$ <u>930,634.55</u>
This Change Order Increase/Decrease (attach breakdown):	\$ <u>103,554.75</u>
New Contract Price:	\$ 33,795,737.05

Original Contract Completion Date:	<u>August 28</u>	<u>2025</u>
Adjustments by Change Order No(s) 01, 03, and 06 to:	<u>28</u>	(calendar days)
This Change Order Contract Time Increase/Decrease:	<u>0</u>	(calendar days)
Revised Completion Date:	September 25 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

<p>OWNER: St. Johns County, FL</p> <p>By: <u></u></p> <p>Printed Name: <u>Jaime T. Locklear</u></p> <p>Title: <u>Director, Purchasing & Contracts</u></p> <p>Date: <u>12/19/2024</u></p>	<p>DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC</p> <p>By: <u>BRIAN MCGARITY</u></p> <p>Printed Name: <u>Brian McGarity</u></p> <p>Title: <u>Division Manager</u></p> <p>Date: _____</p>
---	--

ST JOHNS COUNTY
DEC 04 2024
PURCHASING

October 29, 2024

L-022R1

St. John's County
2750 Industry Center Rd.
St. Augustine, FL 32084

Attn.: Nathan Gottschalk
Project Manager

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 23-13
Contract No.: 23-MAS-SUP-18220

Subject: Cost Proposal for Change Order #8 Clearing and Grubbing at the
Greenbriar/Veteran's Intersection

Dear Sir,

Please let this letter serve as the cover for Superior Construction Company, Southeast, LLC's (SCC) submission of the cost proposal for the execution of the Change Order #8. The total cost of the proposal which includes labor, material, and equipment plus 16% markup per the original contract is \$103,554.75.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

X

Perla A Free

Digitally signed by Perla A Free
DN: cn=Perla A Free,
ou=Superior Construction Company,
o=Superior Construction Company,
email=Perla.A.Free@superiorconstruction.com,
c=US

Perla Free
Assistant Project Manager
Superior Construction Company

CC: Douglas Tarbox (SJC)

SUPERIOR™

CHANGE ORDER #8 CLEARING AND GRUBBING COST BREAKDOWN

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 8,988.50	\$ 8,988.50
0102 60	WORK ZONE SIGNS	1,980.00	EDY	\$ 0.19	\$ 376.20
0102 74 1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	25,560.00	EDY	\$ 0.10	\$ 2,556.00
0104 1	CONTRACTOR'S EROSION CONTROL MAINTENANCE	1.00	LS	\$ 8,988.50	\$ 8,988.50
0104 10 3	SEDIMENT BARRIER	3,770.00	LF	\$ 4.84	\$ 18,246.80
0110 1 1	CLEARING & GRUBBING	1.00	AC	\$ 43,000.00	\$ 43,000.00
0110 4 11	DEMOLITION	1.00	LS	\$ 6,161.10	\$ 6,161.10
	BOND	1.00	LS	\$ 553.49	\$ 553.49
	FEE (16%)	1.00	LS	\$ 14,684.16	\$ 14,684.16
				Total Price	\$ 103,554.75

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Document No. 500-D2

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Change Order Number: 07	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Severe weather on April 3, 2024, April 11, 2024, and May 10, 2024 caused conditions that delayed construction of the project, as provided in the Design-Build Firm's proposal dated July 22, 2024. This change order will extend the current revised final GMP agreement completion date by 3 consecutive calendar days due to the weather delays.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s): to:	\$ 930,634.55
This Change Order Increase/Decrease (attach breakdown):	\$ 0.00
New Contract Price:	\$ 33,692,182.30

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01, 03, and 06 to:	25	(calendar days)
This Change Order Contract Time Increase/Decrease:	3	(calendar days)
Revised Completion Date:	September 25 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document Issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: [Signature]
 Printed Name: Jaime T. Locklear
 Title: Director, Purchasing & Contracts
 Date: 9/20/2024

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: BRIAN MCGARITY
 Printed Name: Brian McGarity
 Title: Division Manager
 Date: _____

July 22, 2024

Eisman & Russo, Inc.
6455 Powers Avenue
Jacksonville, FL 32217

Attn.: Elie Assi
Sr. Project Engineer

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 23-13
Contract No.: 23-MAS-SUP-18220

Subject: Weather Letter – Q2 2024

Dear Sir,

Please let this letter serve as Superior Construction Company, Southeast, LLC's (SCC) request to add the following weather days that caused *conditions* that delayed construction (#530 Section 5.6) to the contract time via Change Order to the project.

- 4/3/24
- 4/11/24
- 5/10/24

All notification for these days was submitted to Wade Henderson (Eisman & Russo – Project Administrator) for acknowledgement and were agreed to. A total of three (3) days is being requested to be added to increase the total contract time to 788 days until substantial completion.

If you have any questions or concerns, please feel free to contact me.

X Perla A Free  Digitally signed by Perla A Free
DN: cn=Perla A Free, o=Superior Construction Company, ou=South East LLC, c=US
Reason: I am the holder of the document
Date: 2024.08.13 18:27:47 -0400

Respectfully,
Perla Free
Assistant Project Manager
Superior Construction Company

CC: Nathan Gottschalk (SJC)

Bryan Matus

From: Bryan Matus
Sent: Friday, September 20, 2024 2:22 PM
To: Brian McGarity; Jeremy Andrews
Cc: Erin Sullivan; Diana Fye; Nathan Gottschalk
Subject: RE: Change Order: 22-13 CO#07 to Final GMP (DBIA 530 and 535) Time Extension due to Severe Weather Delays
Attachments: 22-13 CO#07 Executed.pdf

Good afternoon,

Attached, you will find your copy of the executed change order #7.

Please let me know if you have any questions,

Bryan

From: Brian McGarity <BMcGarity@superiorconstruction.com>
Sent: Thursday, September 19, 2024 4:09 PM
To: Bryan Matus <bmatius@sjcfl.us>; Jeremy Andrews <JAndrews@superiorconstruction.com>
Cc: Erin Sullivan <esullivan@sjcfl.us>; Diana Fye <dfye@sjcfl.us>
Subject: RE: Change Order: 22-13 CO#07 to Final GMP (DBIA 530 and 535) Time Extension due to Severe Weather Delays

Here you go.

Brian McGarity
Division Manager
O. 904.292.4240 M. 904.424.1346

7072 Business Park Blvd N
Jacksonville, FL 32256



From: Bryan Matus <bmatius@sjcfl.us>
Sent: Thursday, September 19, 2024 3:37 PM
To: Jeremy Andrews <JAndrews@superiorconstruction.com>; Brian McGarity <BMcGarity@superiorconstruction.com>
Cc: Erin Sullivan <esullivan@sjcfl.us>; Diana Fye <dfye@sjcfl.us>
Subject: RE: Change Order: 22-13 CO#07 to Final GMP (DBIA 530 and 535) Time Extension due to Severe Weather Delays

[External]

Good afternoon,

Just following up on this.

Bryan

From: Bryan Matus

Sent: Thursday, September 12, 2024 4:32 PM

To: Jeremy Andrews <JAndrews@superiorconstruction.com>; Brian McGarity <BMcGarity@superiorconstruction.com>

Cc: Erin Sullivan <esullivan@sjcfl.us>; Diana Fye <dfye@sjcfl.us>

Subject: Change Order: 22-13 CO#07 to Final GMP (DBIA 530 and 535) Time Extension due to Severe Weather Delays

Good afternoon,

Diana is currently out of the office and I am not sure if she was able to send you this change order for execution. Can you please sign and return to me?

Thanks,



Bryan Matus

Senior Procurement Coordinator

Purchasing Department

St. Johns County Board of County Commissioners

500 San Sebastian View, St. Augustine, FL 32084

Direct: (904) 209-0148 | Main: (904) 209-0150 | www.sjcfl.us



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

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Change Order Number: 06	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Severe weather on January 6, 2024, January 9, 2024, January 10, 2024, January 12, 2024, January 16, 2024, January 17, 2024, February 19, 2024, March 18, 2024, March 22, 2024, and March 28, 2024 caused conditions that delayed construction of the project, as provided in the Design-Build Firm's proposal dated March 29, 2024. This change order will extend the current revised final GMP agreement completion date by 10 consecutive calendar days due to the weather delays.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 930,634.55
This Change Order Increase/Decrease (attach breakdown):	\$ 0.00
New Contract Price:	\$ 33,692,182.30

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01, and 03 to:	15	(calendar days)
This Change Order Contract Time Increase/Decrease:	10	(calendar days)
Revised Completion Date:	September 22 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By:

Printed Name: Jaime T. Locklear

Title: Director, Purchasing & Contracts

Date: 5/9/24

ST JOHNS COUNTY

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: BRIAN MCGARITY

Printed Name: Brian McGarity

Title: Division Manager

Date: _____

MAY 09 2024
PURCHASING

March 29, 2024

L-015

Eisman & Russo, Inc.
6455 Powers Avenue
Jacksonville, FL 32217

Attn.: Elie Assi
Sr. Project Engineer

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 23-13
Contract No.: 23-MAS-SUP-18220 for 23-13 Final GMP (DBIA 530 and 535)

Subject: Weather Letter – Q1 2024

Dear Sir,

Please let this letter serve as Superior Construction Company, Southeast, LLC's (SCC) request to add the following weather days that caused *conditions* that delayed construction (#530 Section 5.6) to the contract time via Change Order to the project.

- 1/6/24
- 1/9/24
- 1/10/24
- 1/12/24
- 1/16/24
- 1/17/24
- 2/19/24
- 3/18/24
- 3/22/24
- 3/28/24

All notification for these days was submitted to Wade Henderson (Eisman & Russo – Project Administrator) for acknowledgement and were agreed to. A total of ten (10) days is being requested to be added to increase the total contract time to 785 days until substantial completion.

If you have any questions or concerns, please feel free to contact me.

X **Perla A Free**
Digitally signed by Perla A Free
DN: cn=Perla A Free
o=Superior Construction Company
ou=Superior Construction Company
email=Perla.A.Free@SCC.com

Respectfully,
Perla Free
Assistant Project Manager
Superior Construction Company

CC: Nathan Gottschalk (SJC)



April 15, 2024

Mr. Donald Anderson
Superior Construction Company, Inc.

Subject: WEATHER LETTER Fourth Quarter 2023
CR 210 from Cimmarone to Greenbriar Rd
FIN No.:
County: St. Johns

Dear Mr. Anderson,

The daily reports documenting the effects of inclement weather have been evaluated for the period beginning **January to March, 2024**.

It has been determined that **Ten (10)** calendar day(s) have met the criteria established by the contract for granting additional contract time due to the effects of inclement weather. The specific dates impacted by weather are: 1/6/24, 1/9/24, 1/10/24, 1/12/24, 1/16/24, 1/17/24, 2/19/24, 3/18/24, 3/22/24 and 3/28/24.

The contract time adjustment will be made on the monthly estimate for the month of **April, 2024** and subsequent project diary entries.

Total number of weather days to date: **25**

Kind regards,

Matthew W Henderson
Digitally signed by
Matthew W Henderson
Date: 2024.04.15
10:10:42 -04'00'

Wade henderson
Project Administrator

6455 Powers Ave. Jacksonville, FL 32217
(f) 904.636.8828

Design-Build Change Order Form

Document No. 500-D2

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Change Order Number: 05	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of Greenbriar/Veteran's Parkway Intersection Final Design to extend the beginning of the CR 210 Widening to the East of Veterans Parkway on Greenbriar Road and South of CR 210 on CR 210A, as provided in the Design-Build Firm's proposal dated February 13, 2024. This change order will increase the Contract Price by \$810,004.32 for the additional design services and associated indirect costs. There will be no time extension granted with this change order.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 120,630.23
This Change Order Increase/Decrease (attach breakdown):	\$ 810,004.32
New Contract Price:	\$ 33,692,182.30

Original Contract Completion Date:	August 28 2025
Adjustments by Change Order No(s) 01 and 03 to:	15 (calendar days)
This Change Order Contract Time Increase/Decrease:	(calendar days)
Revised Completion Date:	September 12 2025

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: [Signature]
 Printed Name: Jairge T. Locklear
 Title: Director, Purchasing & Contracts
 Date: 4/11/24

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

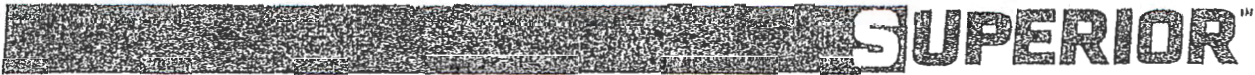
By: [Signature]
 Printed Name: Brian McGarity
 Title: Division Manager
 Date: _____

Digitally signed by BRIAN MCGARITY
 MCGARITY
 Date: 2024.03.28 09:28:18 -04'00'

ST JOHNS COUNTY

MAR 28 2024

PURCHASING



February 13, 2024

L-014

St. John's County
2750 Industry Center Rd.
St. Augustine, FL 32084

Attn.: Nathan Gottschalk
Project Manager

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 22-13
Contract No.: 23-MAS-SUP18220

Subject: Cost Proposal for Greenbriar/Veteran's Parkway Intersection Final Design

Dear Sir,

Please let this letter serve as the cover for Superior Construction Company, Southeast, LLC's (SCC) submission of the cost proposal for the Greenbriar/Veteran's Parkway Intersection Final Design.

The breakdown of the cost proposal is as follows:

- Osiris 9's Final Design Fee \$539,312.00
- Indirect Costs \$158,967.59
- Superior Overhead & Margin (16%) \$111,724.73

This breakdown is duplicate to the structure used on the contract for CR 210 Widening. The total cost of the proposal is \$810,004.32.

If you have any questions or concerns, please feel free to contact me.

X Perla A Freel Digitally signed by Perla A Freel
DN: cn=Perla A Freel,
o=Superior Construction Company,
ou=South East LLC, c=US
Date: 2024.02.13 09:03:03 -0500

Respectfully,
Perla Freel
Assistant Project Manager
Superior Construction Company

CC: Douglas Tarbox (SJC)

Superior Construction Company SE, LLC

Conceptual Services for Greenbriar/Veteran's Design Concept	Man Hours	Total Cost
Indirects		
<i>Design Build Management</i>	480	\$ 77,280.00
<i>Constructability and Phasing</i>	424.5	\$ 68,349.59
<i>BiWeekly Meetings w/County (12 mtg, 1 hr, 3 staff)</i>	36	\$ 5,220.00
<i>BiWeekly Meetings w/Osiris 9 (12 mtg, 1 hr, 3 staff)</i>	36	\$ 5,220.00
<i>Kick Off, MOT, Utility, Etc Meetings (3 mtg, 2 hr, 3 staff)</i>	18	\$ 2,898.00
		\$ 158,967.59
Osiris 9 Concept Development Fee	1	\$ 539,312.00
Superior Overhead & Margin (16% - per contract)	1	\$ 111,724.73
		\$ 810,004.32



10199 Southside Boulevard, Suite 104
Jacksonville, FL 32266
Tel: 904.469.0221
www.osiris9.com

Walter J. Nemecek III
Osiris 9 Consulting
10199 Southside Blvd, Suite 104
Jacksonville, FL 32256

February 07, 2024

Donald Anderson
Superior Construction
7072 Business Park Blvd N
Jacksonville, FL 32256

Subject: CR 210 Design Build Change Order #3 Veterans Intersection Extension

Dear Mr. Anderson,

As requested, Osiris 9 Consulting has provided the attached fee proposal to provide signed and sealed Released for Construction Plans, Permit modification, Utility Coordination, SUE, Geotechnical Investigation and Post Design Services based on the approved concept, dated January 31st, 2024. The project limits extend the begin project of the CR 210 Widening Design Build west of the Veterans Parkway Intersection to match the ETM proposed design on Greenbriar Road. The project limits also include redesigning CR 210A south of the intersection to align with the Matthews Design Group proposed design of Veterans Parkway. All alignment changes and project improvements are graphically shown on the approved concept.

The estimated timeframe to complete the initial plans is 6 weeks from NTP. Final plans delivery is influenced by utility design, permit modification and adjacent project design completion but is anticipated within 5 months of NTP.

Fee Proposal Attached: \$539,312.00

If you have any questions, please coordinate directly.

Sincerely,

Walter J. Nemecek III, P.E.
Vice President

CR 210 Design Build Veterans Project Limits Intersection Extension

Scope of Work:

Extend the beginning of the CR 210 Widening to east of Veterans Parkway on Greenbriar Road and South CR 210 on CR 210A as shown in the approved concept dated January 31st, 2024.

Design elements are summarized below to include:

- A curb-and-gutter roadway (12-foot travel lanes, curb-and gutter, and sidewalk)
- New drainage system for the roadway improvements
- Mast Arm signalization including structural design
- Intersection Lighting
- Mill and resurface the transition to CR 210A.
- Signage and pavement marking plans for both segments.
- Temporary Traffic Control Plan to extend the construction to the west for all existing phases and align with both adjacent projects under design by ETM and Matthews Design. Phasing is based on the latest phasing expected for adjacent projects at NTP.
- Permit Modification for current CR 210 Design Build Project as required by St. Johns River Water Management District (SJRWMD)

Project Management

We will hold monthly progress meetings for the duration of the project design and permitting. Meetings may occur remotely via web conference or in person. We will prepare meeting minutes for the progress meetings. We will communicate with the County via telephone, email, and written correspondence on a regular and ongoing basis. We also expect to perform project management efforts to support the County Project Manager as needed. Project Coordination with stakeholders is anticipated. Managing subconsultants, contracts, invoicing and billing is included.

Utility Coordination

During the design-development process, we will collect utility information and coordinate with utility providers within the corridor and obtain utility relocation agreements. As needed, we will communicate and meet with the utility providers to ensure that they relocate their facilities in a timely manner. Note that we cannot control the timeliness of utility relocations by others. Utility adjustments are not included in this Scope of Services and will be performed directly with the utility provider. All utility relocation costs are assumed to be the responsibility of the utility provider.

Data Collection

We will perform or subcontract the following data-collection services:

- Geotechnical exploration for roadway and stormwater design.
- Subsurface Utility Engineering (SUE) – 16 Utility test holes/Quality Level "A" Information (VVHS) and 4 mast arm clearing (VVHS).
- Wetland Delineation as needed to supplement existing information

Initial Plans include:

We will prepare Initial Plans showing the revised project limits and project design elements.

Design criteria for the project will follow St. Johns County and FDOT design criteria.

- Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge
- St. Johns County Land Development Code;

We expect the Plans to include the following sheets:

- General Notes (Update)
- Typical Section
- Project Layout (Update)
- Plan and Profile Sheets
- Roadway Cross-Sections
- Stormwater Management Geometry
- Stormwater Pollution Prevention Plans
- Temporary Traffic Control Plans (TTCP)
- Signing and Pavement Marking Plans
- Signalization Plans
- Lighting Plans
- Utility Adjustments
- Construction Details

The following deliverables will be provided:

- Initial Plans: 11-x-17-inch electronic copy (PDF).
- Construction Quantities: Electronic copy (PDF) and electronic design files.

Final Design (RFC)

We will prepare Final Construction Plans and Technical Specifications by incorporating relevant, in-scope County comments from the Initial Design. The Final Construction Plans and Specifications will be used for final construction. We expect the Plans to include the sheets from the initial design and the incorporation of any County and permit agency comments. The plans will also show proposed utility coordination locations and TTCP phasing between projects.

The following deliverables will be provided:

- Final RFC Plans (signed-and-sealed): 11-x-17-inch, electronic copy (PDF).
- Final Technical Specifications (signed-and-sealed): Two hard copies, 8.5-x-11-inch, and an electronic copy (PDF).
- Final Quantities: Electronic copy (PDF) and associated design files.

Permitting

We expect to modify the Environmental Resource Permit (ERP) from SJRWMD. Wetland impacts are not anticipated therefore we expect to avoid permitting through the Florida Department of Environmental Protection (DEP).

Permit fees are included in the project Fee Estimate.

The following deliverables will be provided:

- SJRWMD individual ERP applications.
- Up to two Request for Additional Information (RAI) responses

Post Design Services

Services are based on a 180-day construction schedule addition. +

Services are summarized below:

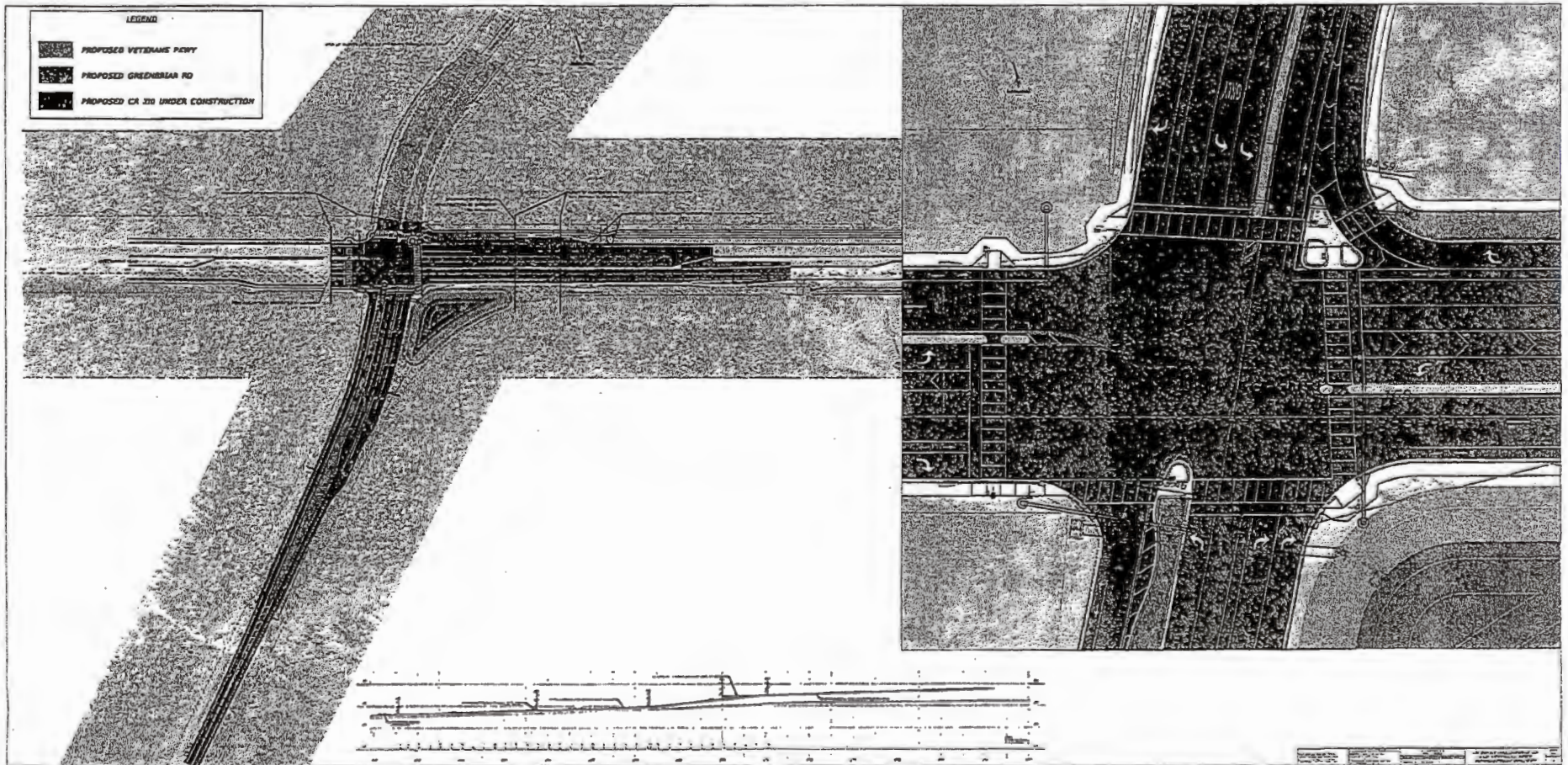
- Attend a Pre-Construction Meeting.
- Review project submittals and shop drawings.
- Review and respond to Requests for Information (RFIs) submitted by the Contractor.
- Progress meetings during construction
- Conduct three site visits during active construction . The site visits are to observe that the construction is progressing in general conformance with the Construction Contract Documents and Permit Conditions.
- Conduct one Substantial Completion site review and provide a punch list to the County and the Contractor.
- Conduct one Final Completion site review to confirm that the Contractor has completed the punch-list items. Any additional visits to verify that the outstanding punch-list items are completed may be provided by We if authorized by the County or may be performed by the County at their discretion.
- Review Contractor As-Builts/Record Drawings prepared by a Florida-licensed surveyor and provide comments.
- Submit permit closeout documents to SJRWMD.

Excluded Services

- Archaeological surveying and permitting are excluded from this Scope of Services.
- Coordinating historical preservation is excluded from this Scope of Services.
- Hazardous materials (asbestos, metals, and polychlorinated biphenyls) investigation, testing, analysis, and abatement design are excluded from this Scope of Services.
- The Project Site is assumed to be free of soil and groundwater contamination.
- Landscaping plans are excluded from this Scope of Services.

LEGEND

- PROPOSED VETERANS PARK
- PROPOSED GREENBAR RD
- PROPOSED CA 330 UNDER CONSTRUCTION



CR 210 Design Build From Greenbriar Road to Cimarrone Blvd - Extension to the Veterans
Intersection and CR 210A

Fees

Prime Consultant Design Activities

Fees

Project Management, Util Coordination	\$44,998
Roadway (Reduced by \$25K for credit during concept effort)	\$138,965
Drainage & Permit Modification	\$98,853
Signalization Design (Including Structures)	\$63,588
Lighting	\$24,473
Signing & Pavement Marking Design	\$32,655
Post Design Services	\$45,418
Total Fees (Osiris9)	\$448,950
Total Expenses	
Expenses (Including Permit Modification)	\$13,469
Osiris 9 Total	\$462,419

Sub Consultant Activities

<i>Survey & Subsurface Utility Verification (DRMP)</i>	\$32,110
<i>Geotechnical Testing (ECS)</i>	\$12,600
<i>Environmental Evaluation and Permitting (CES)</i>	\$15,500
<i>Utility Coordination (T2)</i>	\$16,683
Sub Consultant Total	\$76,893

Project Total	\$539,312
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ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 210 widening - Design-Build Project
 County: St. Johns County
 FPN: N/A
 FAP No.: N/A

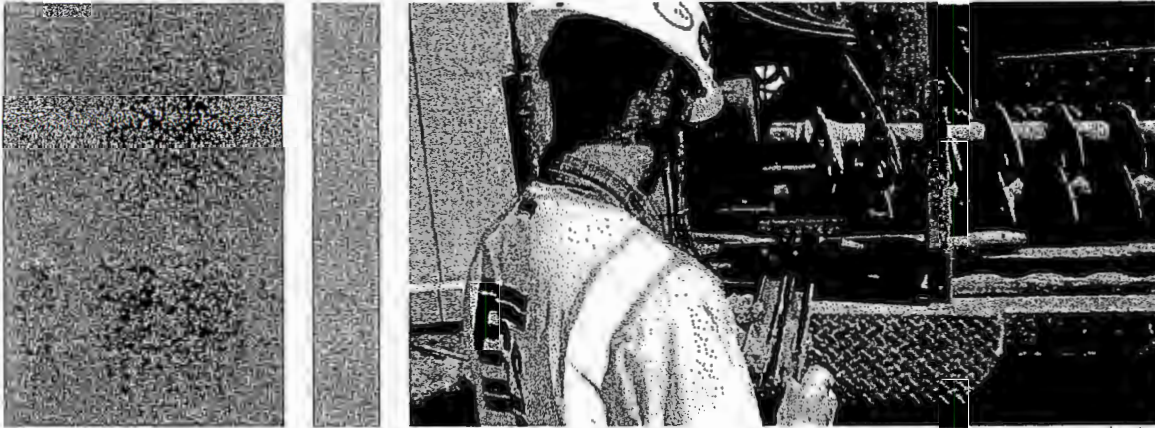
Consultant Name: Osis 9 Consulting, LLC
 Consultant No.: enter consultant's proj. number
 Date: 3/4/2024
 Estimator: Walter Nemecek

Staff Classification	Total Staff Hours From Summary -	Chief Engineer	Project Manager	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Secretary/Clerical	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$272.25	\$314.60	\$257.13	\$166.36	\$114.95	\$166.38	\$21.68									
3. Project General and Project Common Tasks	394	0	115	77	77	77	17	38	0	0	0	0	0	384	\$80,743	\$210.27	
4. Roadway Analysis	347	17	38	194	184	69	17	0	0	0	0	0	0	347	\$78,758	\$226.91	
5. Roadway Plans	444	22	45	44	111	200	22	0	0	0	0	0	0	444	\$78,578	\$172.47	
6a. Drainage Analysis	289	13	27	81	81	54	13	0	0	0	0	0	0	289	\$54,707	\$189.37	
6b. Drainage Plans	121	8	13	12	30	54	6	0	0	0	0	0	0	121	\$21,006	\$173.60	
7. Utilities	48	2	5	14	14	9	1	0	0	0	0	0	0	45	\$9,247	\$205.50	
8. Environmental Permits and Env. Clearances	101	5	10	51	25	10	0	0	0	0	0	0	0	101	\$22,830	\$227.02	
9. Structures - Misc. Tasks, Dwg, Non-Tech.	16	1	2	3	6	6	0	0	0	0	0	0	0	17	\$3,248	\$190.93	
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	86	5	10	48	19	15	0	0	0	0	0	0	0	97	\$21,735	\$224.07	
19. Signing & Pavement Marking Analysis	143	7	14	29	50	42	0	0	0	0	0	0	0	142	\$28,813	\$199.53	
20. Signing & Pavement Marking Plans	35	2	4	4	11	15	0	0	0	0	0	0	0	38	\$6,386	\$177.38	
21. Signalization Analysis	182	8	15	30	38	45	16	0	0	0	0	0	0	153	\$28,883	\$188.78	
22. Signalization Plans	82	4	8	8	25	29	8	0	0	0	0	0	0	82	\$14,487	\$176.67	
23. Lighting Analysis	85	8	12	19	33	27	0	0	0	0	0	0	0	96	\$18,816	\$193.82	
24. Lighting Plans	38	2	4	4	11	17	0	0	0	0	0	0	0	38	\$6,616	\$174.10	
25. Landscape Analysis	9	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
26. Landscape 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	4	9	4	45	22	0	0	0	0	0	0	0	0	\$0	#DIV/0!	
36. 3D Modeling	89	4	9	8	45	22	0	0	0	0	0	0	0	89	\$16,250	\$182.59	
Total Staff Hours	2,408	103	329	537	680	691	83	38	0	0	0	0	0	2,401	\$479,099.50	\$194.88	
Total Staff Cost		\$28,041.75	\$103,503.40	\$138,076.13	\$113,135.00	\$79,430.45	\$13,809.13	\$3,103.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$479,099.50	

Survey Field Days by Subconsultant & - Parson Creek

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

SALARY RELATED COSTS:			\$479,099.50
\$25,000 Credit for Roadway Concept Work			(\$25,000.00)
Discounted for Optimized Plans Submittal			(\$50,957.50)
POST DESIGN SERVICES			\$45,418.00
EXPENSES:			\$13,468.51
Survey (Field - If by Prime)	0	4-person crew days @	\$ / day
SUBTOTAL ESTIMATED FEE:			\$462,418.51
25% Credit for Roadway Concept Work			\$0.00
Subconsultant: DRMP			\$32,110.00
Subconsultant: ECS			\$12,600.00
Subconsultant: CES			\$15,500.00
Subconsultant: IT2			\$16,683.00
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:			\$539,311.51
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$539,311.51
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$539,311.51



ECS Florida, LLC

**Proposal for Subsurface Exploration and Geotechnical
Engineering Services**

Greenbriar Road and Veterans Parkway Intersection

**Greenbriar Road and Veterans Parkway
St Johns, St. Johns County, Florida**

ECS Proposal No. 35:21423

November 15, 2023





ECS FLORIDA, LLC

"One Firm. One Mission."

Geotechnical • Construction Materials • Environmental • Facilities

November 15, 2023

Mr. Walter Nemecek
Osiris 9 Consulting
10199 Southside Boulevard, Suite 104
Jacksonville, Florida 32256

ECS Proposal No. 35:21423

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Greenbriar Road and Veterans Parkway Intersection
Greenbriar Road and Veterans Parkway
St Johns, St. Johns County, Florida

Dear Mr. Nemecek:

As requested, ECS Florida, LLC (ECS) is pleased to provide the following lump sum proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of the concept plan and email correspondence with Mr. Clint Capps, P.E. with Osiris 9. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

PROJECT BACKGROUND INFORMATION

This proposal is based on the following sources of information:

- Emails between Mr. Clint Capps, P.E. with Osiris 9 Consulting and Chris Egan with ECS on November 8, 2023.
- Concept Plan prepared by Osiris 9 Consulting provided in an email dated November 8, 2023.

Project Description

We understand the proposed project will include the widening of the pavements along Greenbriar Road, County Road 210 and Veterans Parkway. The improvements are proposed to extend approximately 1,300 linear feet south along Veterans Parkway, 850 linear feet west along Greenbriar Road and 1,400 linear feet east along County Road 210. We also understand that four mast arms are proposed for the intersection; however, the location of the mast arms was not available to our office at the time of this proposal preparation.

SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

Utility Clearance

Per state law, we will contact Sunshine 811 the public utility to locate underground utilities at the site. Typically, Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Sunshine 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting electric lines, electrocution, gas explorations, loss of services to businesses, and fiber optic lines can result in tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We have not included the cost of a private utility line locator in our estimate. If private utilities are present that were not identified by the public system, we can provide a private utility line locator for an additional fee, depending on site specific requirements. 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.

Private utility locator services can identify utilities that incorporate significant iron content in the conduit materials. However, utilities that are more difficult to detect are utilities without significant ferrous (Iron) content which includes 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, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client, while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities, and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

Site Access

Based on our review of available aerial photographs and our site visits, the sites appear to be the existing right-of-way along these roadways and primarily cleared of brush and trees. Therefore, we anticipate that no clearing will be required to provide drill rig access to the proposed soil test borings.

With regard to site access, we have made the following assumptions:

- This proposal assumes that no special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination along with access permission with landowners will be provided by the client.
- Traffic control (signage, flaggers, arrow boards, etc.) for drilling near existing roadways is not required.

Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations by handheld GPS unit. **Note the as drilled boring locations will be flagged at the completion of borings. We strongly recommend the project surveyor survey the boring locations and elevations and that information be provided to ECS.**
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize an All-Terrain Vehicle (ATV) mounted drilling rig to the site.
- d. Perform soil test borings (ASTM D1586) for the mast arm locations.

Proposed Structure /Site Feature	Proposed Drilling	Total Linear Feet of Drilling
Veterans Parkway (100 ft spacing, alternating sides of roadway)	14 Auger Borings @ 6 ft deep	84
Greenbriar Road (100 ft spacing, alternating sides of roadway)	9 Auger Borings @ 6 ft deep	54
County Road 210 (100 ft spacing, alternating sides of roadway)	14 Auger Borings @ 6 ft deep	84
Mast Arm Locations	4 SPT* Borings @ 30 ft deep	120
	Total Drilling Footage	342

*Standard Penetration Test

- e. Perform testing and sampling in general accordance with ASTM standards and local practices.
- f. Measure the depth of groundwater within each exploration location at the time of drilling [and/or at 24 hours and prior to backfilling].
- g. Obtain bulk samples of auger cuttings from select borings for laboratory testing.

Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the asphalt or concrete surface with cold mix asphalt patch or quick setting concrete of an equivalent or greater thickness. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

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, grass covered 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, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

Laboratory Test
Natural moisture content
Gradation analysis
Organic content

Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. General recommendations for pavement construction.
- j. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical

FEE

ECS will provide the services outlined in this proposal ("Base Services") for a lump sum fee of \$12,600, plus any optional services authorized. Note our fee includes up to 2 hours of project meetings by the ECS project manager and ECS senior engineer. Additional meetings will be billed at a unit rate of \$145/hr for the project manager and \$190/hour for the senior engineer.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night work or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate being able to mobilize to the site within approximately 3 weeks after authorization to proceed, notification that on-site personnel if any has been made, and upon clearing utilities.

We anticipate that the drilling operations will require about 3 days, and that the laboratory testing, will require about 5 days, followed by our engineering analyses. For time budget purposes, the entire scope should take about 8 weeks from initial authorization through final report submission. If there is a specific due date for the report, please let us know. Verbal comments on findings can be provided within 4 days of completion of the borings, if requested.

CLOSING

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

Our "Terms and Conditions of Service," are an integral part of our proposal. If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, we will contact you for your review and authorization.

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. This letter is the agreement for our services. If notice to proceed is provided verbally, through email or other means, the Client is bound by the terms and conditions attached to this proposal.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,
ECS FLORIDA, LLC



Chris M. Egan, P.E.
Principal Engineer
CEgan@ecslimited.com



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

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 35:21423
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services
 Project: Greenbriar Road and Veterans Parkway Intersection
 Location: Greenbriar Road and Veterans Parkway, St Johns, St. Johns County, Florida
 Base Services: \$12,600

Client Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Optional Services

Private Utility Locator (fee determined based on site specific requirements):	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(please print or type)

Contact Person: _____
 Telephone No. of Contact Person: _____
 Email of Contact Person _____
 Party Responsible for Payment: _____
 Company Name: _____
 Department: _____
 Billing Address: _____
 Telephone Number: _____
 Fax Number: _____
 Client Project/Account Number: _____
 Special Conditions for Invoices: _____



ECS FLORIDA, LLC

TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

6.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its Improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT, to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless from any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of responsibility does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

16.0 BILLINGS AND PAYMENTS

16.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

16.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

16.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

16.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

16.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

16.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

16.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

16.8 Unless CLIENT has provided notice to ECS in accordance with Section 15.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INCLUDING DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 **INDEMNIFICATION**

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 **CONSEQUENTIAL DAMAGES**

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 **SOURCES OF RECOVERY**

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 **DISPUTE RESOLUTION**

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 **CURING A BREACH**

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 **TERMINATION**

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 **TITLES: ENTIRE AGREEMENT**

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR210 from Greenbriar to Cimarrone Blvd - JEA Reuse Line Related SUE Work
 County: St Johns
 FPN:
 FAP No.:

Consultant Name: DRMP
 Consultant No.: enter consultants proj. number
 Date: 2/8/2024
 Estimator: Ryan Grab

Staff Classification	Total Staff Hours From SH Summary Form	Project Manager	Senior Professional Surveyor and Mapper	Surveyor Project Manager	Surveyor in Training/Technician II	S.U.E. Project Manager	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity
3. Project General and Project Common Tasks	0	0	\$320.00	\$175.00	\$165.00	\$148.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits and Env. 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 Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	58	0	6	8	25	17	0	0	0	0	0	0	0	58	\$7,810	\$139.46
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!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	58	0	6	8	25	17	0	0	0	0	0	0	0	58		
Total Staff Cost		\$0.00	\$1,320.00	\$1,400.00	\$2,625.00	\$2,465.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,810.00	\$139.46

SALARY RELATED COSTS:			Check =	\$7,810.00
OVERHEAD:	0%			\$0.00
OPERATING MARGIN:	-0%			\$0.00
FCCM (Facilities Capital Cost Money):	0.00%			\$0.00
EXPENSES:	0.00%			\$0.00
SUBTOTAL ESTIMATED FEE:				
SUE (Field)	10	3-person crew	\$ 2,400.00 / day	\$24,000.00
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				
				\$32,110.00

- Notes:
- This sheet to be used by Subconsultant to calculate its fee.
 - SUE crew base on 3 person 10 hour days

27. Survey

Estimator: Ryan Grab

CR210 from Greenbriar to Cinnamome Blvd - JEA Reuse Line Related SUE Work

Representing	Print Name	Signature / Date
	St Johns County	
Consultant Name	DRMP, Inc.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									
		Mile			0.00		0.00		0.00	
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/profiles									
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									
		Mile			0.00		0.00		0.00	
27.10	Underground Utilities									
	Designates	Mile/Site	0.50	1.00	0.50	1.00	0.50	4.00	2.00	Stake and white line proposed VVH test holes and clearance holes for most arms (0.5 days) Provide 16 VVH test holes (3 days) Provide 4 mast arm clearance holes (4 days)
	Locates	Point	20	0.25	7.00	1.00	7.00	4.00	28.00	
	Survey		20%	7.50	1.50	1.00	1.50	4.00	6.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	
27.14	Channel Survey									
		EA			0.00		0.00		0.00	
27.15	Pond Sta Survey									
		EA			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	
27.21	Maintained RWW									
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	
27.26	Line Calling									
		Mile			0.00					
27.27	Work Zone Safety									
			0.125	9.00	1.13					NOT as required
27.28	Vegetation Survey									
		LS							0	
27.29	Tree Survey									
		LS							0	
27.30	Miscellaneous Surveys									
					0.00		0.00		0.00	
	Survey Subtotal			Crew Days	10	Field Support Hours	0	Office Support Hours	35	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.31	Supplemental Surveye			10	0		0		0	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR.
27.32	Document Research	Units	4.00						4	
27.33	Field Reviews	Units							0	
27.34	Technical Meetings	LS	2.00						2	
27.35	Quality Assurance / Quality Control	LS						5%	2	
27.36	Supervision	LS						5%	3	
27.37	Coordination	LS						3%	1	
27. Survey Total				Crew Days	10	Field Support Hours	9	Office Support Hours	47	

SPS =
 PLS =
 Office Support =
 Total Hours = 58

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number	Comments
Kickoff Meeting with FDOT	EA	0	0	0		0	
Baseline Approval Review	EA	0	0	0		0	
Network Control Review	EA	0	0	0		0	
Vertical Control Review	EA	0	0	0		0	
Local Governments (cities, counties)	EA	0	0	0		0	
Final Submittal Review	EA	0	0	0		0	
Other Meetings	EA	1	2	2		0	misc. meetings
Subtotal Technical Meetings				2	Subtotal PM Meetings	0	
Progress Meetings (if required by FDOT)	EA	0	0	0	--	--	
Phase Review Meetings	EA	0	0	0	--	--	
Total Meetings				2	Total PM Mtgs (carries to Tab 3)	0	

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



42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

November 13, 2023

BY EMAIL:

clint.capps@osiris9.com

Clint Capps
Osiris 9 Consulting
10199 Southside Blvd, Suite 104
Jacksonville, FL 32256

Subject: 5.16009 - CR 210
Environmental Permitting Proposal

Dear Clint,

Per your request, Carter Environmental Services, Inc., (CES) is pleased to provide you with this proposal for environmental consulting services relative to the proposed CR 210 at Greenbriar/Veterans Road project. The below Scope of Work tasks will assist you with permitting assistance with the St Johns River Water Management District (SJRWMD) and related tasks. Costs for these services are detailed in the below Budget.

1.0 SCOPE OF WORK

1.1 TASK 1 – WETLAND DELINEATION, GPS & MAPPING

CES will field delineate the extent of jurisdictional wetlands per the current methodologies of the U.S. Army Corps of Engineers [(ACOE) 1987 Corps of Engineers Wetland Delineation Manual], 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.]. CES will use a Global Positioning System (GPS) to locate the wetland line in the field and will depict the boundaries on an aerial photograph or provide GIS data on request*.

The GPS data is not as accurate as survey data and should be used for planning purposes only. CES will coordinate with your land surveyor with a flagging key map showing the approximate location of the jurisdictional line for the formal mapping of the wetland boundary.

1.2 TASK 2 – SJC PERMIT MODIFICATION

CES will assist your consulting engineer in preparation and submittal of an Environmental Resource Permit (ERP) Modification application. CES will prepare responses to environmental portions of the ERP application.

This permit will require approximately 90 to 120 days from the date of application submittal to obtain. The permit will require approval from the St. Johns River Water Management District governing board.



**This cost does not include the permit application fee payable to St. Johns River Water Management District.*

1.3 TASK 3 – WETLAND LINE REVIEW

CES will review the existing wetland delineation with St. Johns River Water Management (SJRWMD) staff. CES will coordinate with the project surveyor to make any changes requested by SJRWMD during the review.

1.4 TASK 4 – REQUEST FOR ADDITIONAL INFORMATION

CES will prepare responses to one RAI from SJRWMD.

Usually, representatives from SJRWMD request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is appropriate for the project. SJRWMD commonly issues one RAI with questions related to both environmental and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.

1.5 TASK 5 – DEP PERMIT MODIFICATION

CES will prepare an ERP modification application package for submittal to the DEP. Including the necessary maps and application documents.

A boundary survey and site plan is required to complete the application package.

**This fee does not include the required DEP application fee.*

1.6 TASK 6 – REQUEST FOR ADDITIONAL INFORMATION

CES will prepare responses to one RAI from DEP.

Usually, representatives from the Florida Department of Environmental Protection request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is appropriate for the project. DEP commonly issues one RAI with questions related to both environmental and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.

1.7 TASK 7 – GENERAL CONSULTATION

Often services that are not anticipated become necessary to complete a project. In this event, CES will notify you prior to performing the service in order to apprise you of the situation and gain your approval for the time and materials - based work.



2.0 PROJECT SCHEDULE

We are prepared to begin working/scheduling all tasks within 25 business days upon receipt of this executed proposal.

3.0 BUDGET

It is CES's opinion that the scope of work represents an appropriate level of effort for the project goals at this point in time. CES proposes to perform our outlined services on a Not to Exceed basis (by Task) as indicated in the table below. Invoices for each task will be billed monthly on a percent complete basis. Our proposed scope of work is based on information available to CES at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification at the agreement of both parties.

TASK	DESCRIPTION	Estimated PRICE	FEE BASIS
1	Wetland Delineation, GPS & Mapping	\$ 2,000	NTE
2	SJRWMD Permit Modification	\$ 2,500	NTE
3	SJRWMD Wetland Review	\$ 1,500	NTE
4	SJRWMD RAI Response	\$ 2,500	NTE
5	DEP Permit Modification	\$ 2,000	NTE
6	DEP RAI	\$ 3,000	NTE
7	General Consultation	\$ 2,000	NTE
	ESTIMATED TOTAL	\$ 15,500	NTE

Note: NTE = Not to Exceed

Thank you for the opportunity to provide you with this proposal for environmental permitting services. CES is excited about the potential opportunity to begin work for you, and to demonstrate our commitment to client satisfaction. If you require any additional information, or if we may be of further service to you, please contact our office (904) 540-1786.

CES is prepared to start working on this project within 25 business days upon receipt of an executed copy of this proposal.

Sincerely,

Ryan A. Carter, PWS
Vice President



By signature below, it is hereby agreed and understood that the listed attachments are incorporated by reference.

Approved By (authorized agent): _____

Print Name: _____

Date: _____



Carter Environmental Services, Inc.
2023 Rate Schedule

<u>Job Description</u>	<u>\$/Hour</u>
Principal	190
Project Manager	150
Senior Scientist	120
Draftsperson/GIS	120
Senior Project Scientist	110
Project Scientist	90
Environmental Technician	70
Office Manager	70
Materials Cost	Cost + 18 %

Notes:

1. Hourly rates include direct labor, computer costs, overhead, general, and other costs. Out-of-pocket expenses such as surveying, laboratory analysis, sampling, testing, etc. will be billed at actual cost plus 18%.
2. Travel out of the area (plane, hotel, and automobile, etc.) are subject to an 15% mark-up. Local travel and routine document reproduction are included in the above rate structure.
3. Out of town travel will require a per diem cost of \$45/day plus lodging expenses.
4. Payment is due within 30 days. Invoices aged in excess of 30 days are subject to a 1½ % markup per month levy.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: St. Johns County - Design Build of CR210 from Greenbriar (Old CR210) to Cimarrone Blvd.
 County: St. Johns
 FPN: N/A
 FAP No.: N/A

Consultant Name: OSIRIS9
 Consultant No.:
 Date: 2/8/2024
 Estimator: Terry Crews

Staff Classification	Total Staff Hours From "SH Summary Firm"	SUR Chief Surveyor	SUR Senior Surveyor	SUR Project Surveyor	SUR Survey/GIS/S	Secretary/Clerical	Senior Utility Coordinator	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
		\$0.00	\$0.00	\$0.00	\$0.00	\$27.94	\$58.00	\$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	#DN/01
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/02
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
5a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
5b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
7. Utilities	84	0	0	0	0	9	85	0	0	0	0	0	0	94	\$5,189	\$55.20
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
30. Terrestrial Mobile UDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/01
Total Staff Hours	84	0	0	0	0	9	85	0	0	0	0	0	0	94		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$251.46	\$4,937.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,189.11	\$55.20

Check = 35,183.11

SALARY RELATED COSTS:

OVERHEAD:	132.320%	\$5,189.11
OPERATING MARGIN:	20.000%	\$9,460.79
FCCM (Facilities Capital Cost Money):	0.130%	\$1,037.82
EXPENSES:	19.050%	\$6.75
		\$988.53

- Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.
 2. Crew days are based on 0 hour days

Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 04	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of temporary fence install and removal on Cortez's property in relation to Cortez easement near Troup Creek, as provided in the Design-Build Firm's proposal dated January 17, 2024. Installation of fence is necessary, and required per St. Johns County's easement agreement, due to an existing livestock area that will be encroached. This change order will increase the Contract Price by \$12,921.42 for the additional construction costs. There will be no time extension granted with this change order.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 107,708.81
This Change Order Increase/Decrease (attach breakdown):	\$ 12,921.42
New Contract Price:	\$ 32,882,177.98

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01 and 03 to:	15	(calendar days)
This Change Order Contract Time Increase/Decrease:	0	(calendar days)
Revised Completion Date:	September 12 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: [Signature]
 Printed Name: Valerie T. Locklear
 Title: Director, Purchasing & Contracts
 Date: 3/18/24

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: BRIAN MCGARITY
Digitally signed by BRIAN MCGARITY
Date: 2024.03.14 09:53:30 -0400
 Printed Name: Brian McGarity
 Title: Division Manager
 Date: _____

ST JOHNS COUNTY

MAR 13 2024

PURCHASING

January 17, 2024

L-012

St. John's County
2750 Industry Center Rd.
St. Augustine, FL 32084

Attn.: Nathan Gottschalk
Project Manager

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 22-13
Contract No.: 23-MAS-SUP-18220

Subject: Cost Proposal for Cortez Fence

Dear Sir,

Please let this letter serve as the cover for Superior Construction Company, Southeast, LLC's (SCC) submission of the cost proposal for the temporary fence install and removal on Cortez's property. The total cost of the proposal which includes labor, material, and equipment plus 16% markup per the original contract is \$12,921.42.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

X Perla A Freel 

Perla Freel
Assistant Project Manager
Superior Construction Company

CC: Douglas Tarbox (SJC)



GENERAL CONTRACTOR Superior Construction Company

a) LABOR and BURDEN	\$ 4,553.73
b) MATERIALS AND SUPPLIES	\$ 1,564.62
c) EQUIPMENT	\$ 5,020.80
d) INDIRECT COST, EXPENSES, AND PROFIT (16%)	\$ 1,782.26
	\$ 12,921.42

TOTAL COST OF INCREASE, DECREASE OR ALTERATION IN THE WORK \$ 12,921.42

CONTRACTOR: Superior Construction Company

a) LABOR and BURDEN

LABOR	TIME	UNIT	RATE	BURDEN (%)	LABOR plus BURDEN SUB-TOTAL
Foreman	40.00	HR	\$ 28.02	69.89%	\$ 1,903.87
Laborer	40.00	HR	\$ 17.55	88.75%	\$ 1,324.03
Laborer	40.00	HR	\$ 17.55	88.75%	\$ 1,324.03
					\$ -

TOTAL LABOR and BURDEN \$ 4,553.73

b) MATERIALS AND SUPPLIES

MATERIAL	QTY.	UNIT	RATE	SUB-TOTAL
Gator Lock Fence	3.00	ROLLS	\$ 231.05	\$ 693.15
Barbed Wire	3.00	ROLLS	\$ 53.03	\$ 159.09
4x4 Wood Posts	36.00	EA	\$ 16.00	\$ 576.00
10' Tube Steel Fence	1.00	EA	\$ 136.38	\$ 136.38
				\$ -

TOTAL MATERIALS AND SUPPLIES \$ 1,564.62

c) EQUIPMENT

EQUIPMENT	OPERATING		STAND-BY / IDLE		SUB-TOTAL
	FHWA Rate w/ Adjustments	HRS	50% of Ownership Cost w/ Adjustments	HRS	
Foreman Truck	\$ 43.33	40.00			\$ 1,733.20
Loader	\$ 82.19	40.00			\$ 3,287.60
					\$ -

TOTAL EQUIPMENT \$ 5,020.80

Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

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Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 03	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Severe weather on August 30, 2023, October 12, 2023, October 13, 2023, November 14, 2023, November 15, 2023, November 17, 2023, November 27, 2023, December 18, 2023, and December 19, 2023 caused conditions that delayed construction of the project, as provided in the Design-Build Firm's proposal dated January 29, 2024. This change order will extend the original final GMP agreement completion date by another 9 consecutive calendar days due to the weather delays.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 107,708.81
This Change Order Increase/Decrease (attach breakdown):	\$ 0.00
New Contract Price:	\$ 32,869,254.56

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01 to:	6	(calendar days)
This Change Order Contract Time Increase/Decrease:	9	(calendar days)
Revised Completion Date:	September 12 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By:

Printed Name: Jaime T. Locklear

Title: Director, Purchasing & Contracts

Date: 3/18/24

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: BRIAN MCGARITY Digitally signed by BRIAN MCGARITY Date: 2024.03.14 09:52:24 -0400

Printed Name: Brian McGarity

Title: Division Manager

Date: _____

ST JOHNS COUNTY

MAR 13 2024

PURCHASING



January 29, 2024

Mr. Donald Anderson
Superior Construction Company, Inc.

Subject: WEATHER LETTER Fourth Quarter 2023
CR 210 from Cimmarone to Greenbriar Rd
FIN No.:
County: St. Johns

Dear Mr. Anderson,

The daily reports documenting the effects of inclement weather have been evaluated for the period beginning **October to December, 2023**.

It has been determined that **Nine (09)** calendar day(s) have met the criteria established by the contract for granting additional contract time due to the effects of inclement weather. The specific dates impacted by weather are: 8/30/23, 10/12/23, 10/13/23, 11/14/23, 11/15/23, 11/17/23, 11/27/23, 12/18/23 and 12/19/23.

The contract time adjustment will be made on the monthly estimate for the month of **January, 2024** and subsequent project diary entries.

Total number of weather days to date: **15**

Kind regards,

Matthew W Digitally signed by
Matthew W Henderson
Date: 2024.01.29
13:54:59 -05'00'
Henderson

Wade henderson
Project Administrator

Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

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Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 02	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of Greenbriar/Veteran's Parkway Intersection Design Concept Development to extend the beginning of the CR 210 Widening to the East of Veterans Parkway on Greenbriar Road and South of CR 210 on CR 210A, as provided in the Design-Build Firm's proposal dated December 12, 2023. This change order will increase the Contract Price by \$107,708.81 for the additional design services and associated indirect costs. There will be no time extension granted with this change order.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 0.00
This Change Order Increase/Decrease (attach breakdown):	\$ 107,708.81
New Contract Price:	\$ 32,869,254.56

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) 01 to:	6	(calendar days)
This Change Order Contract Time Increase/Decrease:	0	(calendar days)
Revised Completion Date:	September 3 2025	

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: *Jaime T. Locklear*
 Printed Name: Jaime T. Locklear
 Title: Director, Purchasing & Contracts
 Date: 2/14/24

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: *Brian McGarity*
 Printed Name: Brian McGarity
 Title: Division Manager
 Date: _____

ST JOHNS COUNTY
 FEB 14 2024
 PURCHASING

December 12, 2023

L-011

St. John's County
2750 Industry Center Rd.
St. Augustine, FL 32084

Attn.: Nathan Gottschalk
Project Manager

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 22-13
Contract No.: 23-MAS-SUP-18220

Subject: Cost Proposal for Greenbriar/Veteran's Parkway Intersection Design Concept Development

Dear Sir,

Please let this letter serve as the cover for Superior Construction Company, Southeast, LLC's (SCC) submission of the cost proposal for the Greenbriar/Veteran's Parkway Intersection Design Concept Development.

The breakdown of the proposal is as follows:

- | | |
|--------------------------------------|-------------|
| • Osiris 9's Concept Development Fee | \$71,714.00 |
| • Indirect Costs | \$21,138.42 |
| • Superior Overhead & Margin (16%) | \$14,856.39 |

This breakdown is duplicate to the structure used on the contract for CR 210 Widening. The total cost of the proposal is \$107,708.81.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

X

Perla A Free

Digitally signed by Perla A Free
DN: cn=Perla A Free,
o=Superior Construction Company,
ou=Southeast LLC, ou=US
Please see the footer of this document
Date: 2024.01.02 11:28:01 -0500

Perla Freel
Assistant Project Manager
Superior Construction Company

CC: Douglas Tarbox (SJC)

- Osiris 9 Concept Development Fee - \$71,714.00
 - Breakdown previously provided
- Indirect Costs - \$21,138.42
 - Design Build Management
 - Constructability and Phasing Evaluations
 - Design Meetings
 - Design Coordination
- Superior Overhead & Margin - \$14,856.39
 - 16% per the contract when pricing up additional work (Document No. 530, Article 6.2.2.1)



10199 Southside Boulevard, Suite 104
Jacksonville, FL 32256
Tel: 904.469.0221
www.osiris9.com

Walter J. Nemecek III
Osiris 9 Consulting
10199 Southside Blvd, Suite 104
Jacksonville, FL 32256

December 07, 2023

Donald Anderson
Superior Construction
7072 Business Park Blvd N
Jacksonville, FL 32256

Subject: CR 210 Design Build Change Order #3 Veterans Intersection Extension Concept Development

Dear Mr. Anderson,

As requested, Osiris 9 Consulting has provided the attached fee proposal to develop an approved concept to extend the begin project of the CR 210 Widening Design Build to west of the Veterans Parkway Intersection.

The estimated timeframe to complete the task is 8 weeks from NTP.

Fee Proposal (Lump Sum): \$71,714.00

Thank you for your consideration of our proposal. If you have any questions or concerns, please feel free to reach out to me.

Sincerely,

Walter J. Nemecek III, P.E.
Vice President

CR 210 Design Build Veterans Intersection Extension Concept Development

Scope of Work:

Provide general project support services to Superior Construction and St. Johns County to develop an approved concept (roughly 15% plan) to extend the beginning of the CR 210 Widening to east of Veterans Parkway on Greenbriar Road and South CR 210 on CR 210A. Coordination includes activities to support the Client Project Managers, developer representatives, SJRWMD Pre Application Meeting, JEA Utility Meetings, estimated quantities, contract maintenance, meeting attendance and meeting minutes. A Traffic Study will be used as the basis for developing the approved concept and will incorporate traffic data collection, traffic evaluation from the NERPM Model, and traffic provided by adjacent developers.

Traffic Study Elements Include:

- Drone Traffic Data Recovery
- NERPM Model 2045 Modelling
- Synchro Modelling
- Concept Refinement
- Draft and Final Report

Concept plan elements include:

- Plan Sheet Showing concepts including the following information
 - Proposed Roadway pavement
 - Developer provided proposed design elements
 - Drainage Pond layout and trunkline location
 - Intersection Pavement Markings
 - Signal Locations

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development
 County: St. Johns County
 FPN: N/A
 FAP No.: N/A
 Consultant Name: Cairis 9 Consulting, LLC
 Consultant No.: enter consultants proj. number
 Date: 12/22/23
 Estimator: Walter Nemecsek

Staff Classification	Total Staff Hours From "SH" Summary	Chief Engineer	Project Manager	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Secretary/Clerical	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	60	0	24	12	12	7	0	0	0	0	0	0	0	0	61	\$19,827	\$328.31
4. Roadway Analysis	73	4	7	22	22	16	3	0	0	0	0	0	0	0	73	\$14,832	\$203.17
5. Roadway Plans	25	1	3	5	8	8	1	0	0	0	0	0	0	0	25	\$4,701	\$188.03
6a. Drainage Analysis	23	1	2	7	7	8	1	0	0	0	0	0	0	0	23	\$4,657	\$200.31
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
7. Utilities	4	0	0	2	1	1	0	0	0	0	0	0	0	0	4	\$798	\$198.89
8. Environmental Permits and Env. Clearances	4	0	0	3	1	0	0	0	0	0	0	0	0	0	4	\$828	\$204.44
9. Structures - Misc. Tasks, Drgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
21. Signalization Analysis	18	1	2	4	8	8	1	0	0	0	0	0	0	0	18	\$3,203	\$178.81
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
27. Survey (Field & Office Support)	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
28. Photogrammetry	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
29. Mapping	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DNVC
Total Staff Hours	207	7	38	56	84	42	8	6	0	0	0	0	0	0	203	\$43,302.88	\$208.18
Total Staff Cost		\$1,805.75	\$11,054.80	\$14,141.68	\$8,884.25	\$4,827.90	\$988.25	\$480.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$43,302.88	

Survey Field Days by Subconsultant
 4 - Person Crew

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

SALARY RELATED COSTS:																						
OVERHEAD:		0%																			\$43,302.88	
OPERATING MARGIN:		0%																			\$0.00	
PCCM (Facilities Capital Cost Money):		0.00%																			\$0.00	
EXPENSES:																					\$1,385.60	
Survey (Field - # by Prime)	0	4 person crew																			\$0.00	
		days @																				
SUBTOTAL ESTIMATED FEE:																					\$44,688.47	
Subconsultant: Traffic Study																					\$27,825.43	
Subconsultant: DRMP																					\$0.00	
Subconsultant: ECS																					\$0.00	
Subconsultant: CES																					\$0.00	
Subconsultant: T2																					\$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:																					\$71,714.09	
Geotechnical Field and Lab Testing																					\$0.00	
SUBTOTAL ESTIMATED FEE:																					\$71,714.09	
Optional Services																					\$0.00	
GRAND TOTAL ESTIMATED FEE:																					\$71,714.09	

Project Activity 3: General Tasks

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development

N/A

Representing	Print Name	Signature / Date
FDOT District		
Osiris 9		

NOTE: Signature Block is optional, per District preference

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	Newsletter notification
3.1.3	Preparing 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	4 staff X 6 hours + Virtual Meeting option (40 hours)
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	1	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	Additional specs and updates for expansion
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	24	24	12 hours initial setup and 6 hours per month for 2 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	28	28	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LB	1	0	0	
3.9	Digital Delivery	LB	1	8	8	
3.10	Risk Assessment Workshop	LB	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LB	1	0	0	
3.11.1	Aeronautical Evaluation	LB	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LB	1	0	0	
3.13	Other Project General Tasks	LB	1	0	0	
3. Project Common and Project General Tasks Total					60	

3.5 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	2	3	6	
Drainage	EA	1	2	2	
Utilities	EA	1	2	2	
Environmental	EA	0	3	0	
Structures	EA	0	2	0	
Signing & Pavement Marking	EA	0	2	0	
Signalization	EA	3	2	6	Includes lighting
Lighting	EA	0	2	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	2	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	2	2	4	Every 1 month during design (4 months)
Phase Reviews	EA	0	2	0	
Field Reviews	EA	2	4	8	
Total Project Manager Meetings:		11		28	Total PM Meeting Hours carries to Task 3.6 above

- 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 participating agencies.

Project Activity 4: Roadway Analysis

Estimator:

CR 210 Widening - Design-Build Project Veterans Intersection Extension Concept Development
N/A

Representing	Print Name	Signature / Date
FDOT District		
Ostris 9	Walter Nemecek	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.1	Typical Section Package	LS	2	0	0	1 Mainline typical, 1 sidewalk typical - Hours included in plans
4.2	Pavement Type Selection Report	LS	1	0	0	NA
4.3	Pavement Design Package	LS	1	4	4	NA
4.4	Cross-Slope Correction	LS	1	0	0	NA
4.5	Horizontal/Vertical Master Design Files	LS	1	40	40	develop concept to align all legs of intersection
4.6	Access Management	LS	1	0	0	NA
4.7	Roundabout Evaluation	LS	1	0	0	NA
4.8	Roundabout Final Design Analysis	LS	1	0	0	NA
4.9	Cross Section Design Files	LS	1	0	0	NA
4.10	Temporary Traffic Control Plan Analysis	LS	1	0	0	NA
4.11	Master TTCP Design Files	LS	1	0	0	NA
4.12a	Selective Clearing and Grubbing of Existing Vegetation/Field Assessment	LS	1	0	0	NA
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	NA
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	NA
4.13	Tree Disposition Plan	LS	1	0	0	NA
4.14	Design Variations and Exceptions	LS	1	0	0	NA
4.15	Design Report	LS	1	0	0	NA
4.16	Quantities for EQ Report	LS	1	12	12	Rough quantities for estimation purposes
4.17	Cost Estimate	LS	1	0	0	NA
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	NA

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.10	Other Roadway Analyses	LS	1	0	0	NA
4.19a	Other Roadway Analyses	LS	1	0	0	NA
Roadway Analysis Technical Subtotal					66	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	8	8	Staff X 1 trips X 4 hours
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	0	0	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	7%	4	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	3	
Roadway Analysis Non-technical Subtotal					15	
4.28	Coordination	LS	%	3%	2	
4. Roadway Analysis Total					73	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	2	4	8	SJC Meetings	yes	2
Work Zone Traffic Control	EA	0	0	0			0
3060/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	0	0	0	Monthly Progress Meetings (1 roadway staff)	no	0
Subtotal Technical Meetings				8			2
Subtotal Project Manager Meetings							2
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)		2

Carries to 4.22

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development

N/A

Representing	Print Name	Signature / Date
FDOT District		
O9 Consulting	Walter Nemecek	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	2	0	0	
5.2.2	Typical Section Details		EA	0	0	0	
5.3	General Notes/Pay Item Notes		Sheet	0	0	0	
5.4	Project Layout		Sheet	0	0	0	Includes Cross Section Pattern Lines & project control
5.5	Plan/Profile Sheet		Sheet	0	0	0	NA
5.6	Profile Sheet		Sheet	4	0	0	NA
5.7	Plan Sheet		Sheet	1	16	16	Concept sheet to show new concept
5.8	Special Profile		Sheet	4	0	0	NA
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	NA
5.10	Interchange Layout Sheet		Sheet	0	0	0	NA
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	NA
5.12	Intersection Layout Details		Sheet	0	0	0	NA
5.13	Special Details		EA	0	0	0	NA
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	NA
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	NA
5.16	Cross Sections		EA	0	0	0	NA
5.17	Temporary Traffic Control Plan Sheets		Sheet	15	0	0	NA

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/Unit or Sheet	Total Hours	Comments
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	NA
5.19	Temporary Traffic Control Detail Sheets		Sheet	4	0	0	NA
5.20	Utility Adjustment Sheets		Sheet	4	0	0	NA
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	NA
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	NA
5.22	Tree Disposition Sheets						NA
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	NA
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	NA
5.23	Project Control Sheets		Sheet	0	0	0	NA
5.24	Environmental Detail Sheets		Sheet	1	6	6	NA
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	NA
Roadway Plans Technical Subtotal						22	
5.26	Quality Assurance/Quality Control		LS	7%	7%	2	
5.27	Supervision		LS	5%	5%	1	
5. Roadway Plans Total						25	

Project Activity 6a: Drainage Analysis

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development
N/A

Representing	Print Name	Signature / Date
FDOT District		
Ocala 9		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	1	0	0	4 hours to update existing drainage, 20 hours for post development = 20 hrs average
6a.2	Base Clearance Calculations	Per Location	1	0	0	1 key locations
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	1	0	0	modify 1 cross drain
6a.5	Design of Ditches	Per Ditch Mile	1	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	10	10	Create new Pond concept at intersection
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Call	0	0	0	NA
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	NA
6a.9	Design of Storm Drains	EA	20	0	0	
6a.10	Optional Culvert Material	EA	0	0	0	NA
6a.11	French Drain Systems	Per Call	0	0	0	NA
6a.11.1	Existing French Drain Systems	Per Call	0	0	0	NA
6a.12	Drainage Wells	EA	0	0	0	NA
6a.13	Drainage Design Documentation Report	LS	1	0	0	Update Calculations for WMD and SJC
6a.14	Bridge Hydraulic Report	EA	1	0	0	NA

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
6a.16	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Quantities for EQ Report	LS	1	0	0	Update drainage quantities
6a.17	Cost Estimate	LS	1	0	0	NA
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	NA
6a.19	Hydroplaning Analysis	LS	1	0	0	NA
6a.20	Existing Permit Analysis	LS	1	0	0	NA
6a.21	Other Drainage Analysis	LS	1	0	0	NA
6a.22	Noise Barrier Evaluation	LS	1	0	0	NA
Drainage Analysis Technical Subtotal						10
6a.23	Field Reviews	LS	1	8	8	2staff X1 trips X4 hours
6a.24	Technical Meetings	LS	1	2	2	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	NA
6a.26	Quality Assurance/Quality Control	LS	%	7%	1	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal						12
6a.29	Coordination	LS	%	3%	1	
6a. Drainage Analysis Total						23

Technical Meetings	Units	No of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	1	2	2		yes	1
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings						Monthly/Progress Meetings (1 roadway staff)	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings						Total Project Manager Meetings (carries to Tab 3)	0

Crefers to 6a.24

Crefers to Tab 3

Project Activity 7: Utilities

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development
N/A

Representing	Print Name	Signature /Date
FDOT District		
Osiris 9	Walter Nemecek	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	0	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	0	0	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	4	4	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					4	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	2	0		yes	1
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	0	2	0		yes	0
Design Meeting (see 7.9)	EA	2	2	4			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	2	0	Utility coordination meetings during relocation	yes	0
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		1

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	0	0	
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	Modify Permit for 3 different existing permits
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Prepare USCG Permit Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.12	Other Environmental Permits	LS	1	0	0	
Environmental Clearances/Reevaluations						
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LB	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LB	1	0	0	
8.13.5	Protected Species and Habitat Impact Analysis	LB	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LB	1	0	0	
8.14.3	Wetland Impact Analysis	LB	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LB	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LB	1	0	0	
8.15	Contamination Impact Analysis	LS	1	0	0	
8.16	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					0	
8.17	Technical Meetings	LS	1	4	4	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	7%	0	
8.19	Supervision	LS	%	5%	0	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					4	
8.20	Coordination	LS	%	3%	0	
8 Environmental Permits and Environmental Clearances Total					4	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	PM Attendance at Meeting Required?	Number
	Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD		EA	1	4	4	1 meetings to get approval on plan	yes	0
NMFS		EA	0	0	0			0
USACE		EA	0	0	0			0
USCG		EA	0	0	0			0
USFWS		EA	0	0	0			0
FFWCC		EA	0	0	0			0
FDOT		EA	0	0	0			0
Other Meetings		EA	0	0	0			0
Subtotal Technical Meetings					4		Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)		EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--	--
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--	--
Total Meetings					4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 8.17

Carries to Tab 3

Project Activity 21: Signalization Analysis

Estimator:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	N/A
21.2	Traffic Data Analysis	PI	1	0	0	N/A
21.3	Signal Warrant Study	LS	0	0	0	N/A
21.4	System Timings	LS	1	0	0	N/A
21.5	Reference and Master Signalization Design File	PI	1	8	8	Develop signal layout considering 2 other developments
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	NA
21.7	Overhead Street Name Sign Design	EA	4	0	0	NA
21.8	Pole Elevation Analysis	LS	1	0	0	NA
21.9	Traffic Signal Operation Report	LS	1	0	0	N/A
21.10	Quantities	LS	1	0	0	N/A
21.11	Cost Estimate	LS	1	0	0	N/A
21.12	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	N/A
21.13	Other Signalization Analysis	LS	1	0	0	N/A
Signalization Analysis Technical Subtotal					8	
21.14	Field Reviews	LS	1	6	6	1 field meetings * 2 staff * 3 hour meetings
21.15	Technical Meetings	LS	1	2	2	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	7%	0	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	0	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	3%	1	
21: Signalization Analysis Total					18	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Traffic Operations	EA	0	0	0			0
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	0	4	0	2 meetings * 2 staff * 2 hours meeting	yes	0
Maintaining Agency (cities, counties)	EA	0	6	0	2 meetings * 2 staff * 3 hours meeting (including travel time) (90% Final)	yes	2
Railroads	EA	0	0	0			0
Other Meetings	EA	1	2	2	Progress Mtg 2 meetings * 1 staff * 2 hours meeting	yes	1
Subtotal Technical Meetings				2			3
Subtotal Project Manager Meetings							3
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				2			3
							Total Project Manager Meetings (carries to Tab 3)

Carries to 21.15

Carries to Tab 3

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:
County:
FPN:
FAP No.:

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development
St. Johns County
N/A
N/A

Consultant Name: Osiris 9 Consulting, LLC
Consultant No.: esler consultants proj. number
Date: 12/7/2023
Estimator: Walter Nemecek

Staff Classification	Total Staff Hours From Summary	Chief Engineer	Project Manager	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Secretary/Clerical	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	119	0	12	54	24	18	8	0	0	0	0	0	0	0	119	\$26,187	\$220.00
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permit/Land Em. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Depts, Non-Tech.	0	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	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	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	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	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	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	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	\$0	#DIV/0!
17. Structures - Retaining Walls	0	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	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	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	\$0	#DIV/0!
21. Signalization Analysis	0	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	\$0	#DIV/0!
23. Lighting Analysis	0	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	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	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	\$0	#DIV/0!
28. Photogrammetry	0	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	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	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	\$0	#DIV/0!
32. Noise Barrier Impact Design Assessment	0	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	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	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	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	119	0	12	54	24	18	8	0	0	0	0	0	0	0	119		
Total Staff Cost		\$1,833.50	\$3,775.20	\$12,864.75	\$3,993.00	\$2,088.10	\$831.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$26,187.43	\$220.00

Survey Field Days by Subconsultant
4 - Person Crew

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

Check #		\$26,187.43
STANDARD RELATED COSTS:		\$26,187.43
OVERHEAD:	0%	\$0.00
OPERATING MARGIN:	0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	3.20%	-\$858.00
Survey (Field - 8 by Prime)	0 4-person crew 5 - / day	\$0.00
SUBTOTAL ESTIMATED FEE:		\$27,029.43
Subconsultant: Conser (NA)		\$0.00
Subconsultant: CRMP		\$0.00
Subconsultant: ECS		\$0.00
Subconsultant: CES		\$0.00
Subconsultant: T2		\$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:		\$27,029.43
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$27,029.43
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$27,029.43

Project Activity 4: Roadway Analysis

Estimator: Satya Kolluru, PE, PTOE

CR 210 widening - Design-Build Project Veterans Intersection Extension Concept Development

N/A

Representing	Print Name	Signature / Date
FDOT District		
Osiris 9	Satya Kolluru, PE, PTOE	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Temporary Traffic Control Plan Analysis	LS	1	0	0	
4.11	Master TTCP Design Files	LS	1	0	0	
4.12a	Selective Clearing and Grubbing of Existing Vegetation/Field Assessment	LS	1	0	0	
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	
4.13	Tree Disposition Plan	LS	1	0	0	
4.14	Design Variations and Exceptions	LS	1	0	0	
4.15	Design Report	LS	1	0	0	
4.16	Quantities for EQ Report	LS	1	0	0	
4.17	Cost Estimate	LS	1	0	0	
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
4.19	Other Roadway Analyses	LS	1	98	98	See breakdown on Following Sheet
Roadway Analysis Technical Subtotal					98	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	6	6	
4.23	Quality Assurance/Quality Control	LS	%	7%	7	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	5	
Roadway Analysis Nontechnical Subtotal					18	
4.26	Coordination	LS	%	3%	3	
4. Roadway Analysis Total					119	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	3	2	6	1 Staff * 2 hours * 3 meetings		0
Subtotal Technical Meetings				6			0
Subtotal Project Manager Meetings							0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				6	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 4.22

Carries to Tab 3

Summary of Work Effort - Traffic Study (CR 210 and Greenbrier Rd/Veterans Pkwy/Old CR 210)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1 Field Drone Data Collection	Hours	1	10	N/A	10		2 staff * 5 hours in field
2 Evaluate Drone Video Data	Hours	1	4	N/A	4		Evaluate drone data for conflicts
3 Compile Existing Traffic Volumes	Hours	1	2	N/A	2		4 hours to complete the conditions diagram from field notes
4 Evaluate NERPM Model	Hours	1	32	N/A	32		Network and Socioeconomic Data edits and Runs - Year 2045 below scenarios will be ran 1) 4-Lane without Veterans and 2) 4-Lane with Veterans
5 Complete Synchro Operations	Hours	1	12	N/A	12		Synchro models for Peak Hours (AM and PM) 1) Existing and Proposed Conditions 6 models * 2 hours per model
6 Figures and Tables for showing Information	Hours	1	6	N/A	6		Develop figures, tables and graphs showing the analyzed information
7 Draft and Final Reports	Hours	1	24	N/A	24		16 hours for initial Draft Report and 8 hours for comments and Final Report = 24 hours
8 Assist with Concept Development - Identify recommendations and provide input to design team	Hours	1	8	N/A	8		Develop recommendations
Subtotal				0	98	0	
Total				0	98	0	

Design-Build
Change Order Form

Document No. 500-D2
Second Edition, 2010

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Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 01	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: June 8, 2023
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Severe weather on July 31, 2023, September 12, 2023, September 26, 2023, September 27, 2023, September 28, 2023, and September 29, 2023 caused conditions that delayed construction of the project, as provided in the Design-Build Firm's proposal dated November 14, 2023. This change order will extend the original final GMP agreement completion date by 6 consecutive calendar days due to the weather delays.

Original Contract Price:	\$ 32,761,547.75
Net Change by Previous Change Order No(s) to:	\$ 0.00
This Change Order Increase/Decrease (attach breakdown):	\$ 0.00
New Contract Price:	\$ 32,761,547.75

Original Contract Completion Date:	August 28	2025
Adjustments by Change Order No(s) to:	0	(calendar days)
This Change Order Contract Time Increase/Decrease:	6	(calendar days)
Revised Completion Date:	September 3	2025

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: [Signature]
 Printed Name: Jaime T. Locklear
 Title: Director, Purchasing & Contracts
 Date: 1/23/24

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: [Signature]
 Printed Name: Brian McGarity
 Title: Division Manager
 Date: _____

ST JOHNS COUNTY

JAN 23 2024

PURCHASING

November 14, 2023

L-009

Eisman & Russo, Inc.
6455 Powers Avenue
Jacksonville, FL 32217

Attn.: Elie Assi
Sr. Project Engineer

Re.: Job Description: CR-210 Widening Cimarrone to Veterans Construction
RFQ No.: 22-13
Contract No.: 22-MAS-SUP-16606

Subject: Weather Letter – Q3 2023

Dear Sir,

Please let this letter serve as Superior Construction Company, Southeast, LLC's (SCC) request to add the following weather days that caused *conditions* that delayed construction (#530 Section 5.6) to the contract time via Change Order to the project.

- 7/31/23
- 9/12/23
- 9/26/23
- 9/27/23
- 9/28/23
- 9/29/23

All notification for these days was submitted to Wade Henderson (Eisman & Russo – Project Administrator) for acknowledgement and were agreed to. A total of six (6) days is being requested to be added to increase the total contract time to 766 days until substantial completion.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

X

Perla A Freel

Digitally signed by Perla A Freel
DN: cn=Perla A Freel,
o=Superior Construction Company,
ou=Southeast LLC, c=US
Reason: I am the author of this document
Date: 2023.11.14 09:41:13-0700

Perla Freel
Assistant Project Manager
Superior Construction Company

CC: Nathan Gottschalk (SJC)



December 1, 2023

Mr. Donald Anderson
Superior Construction Company, Inc.

**Subject: WEATHER LETTER Third Quarter 2023
CR 210 from Cimmarone to Greenbriar Rd
FIN No.: 22-MAS-SUP-16606
County: Saint Johns**

Dear Mr. Anderson,

The daily reports documenting the effects of inclement weather have been evaluated for the period beginning **July to September, 2023**.

It has been determined that **Six (06)** calendar day(s) have met the criteria established by the contract for granting additional contract time due to the effects of inclement weather. The specific dates impacted by weather are: **7/31/23, 9/12/23, 9/26/23, 9/27/23, 9/28/23 and 9/29/23**.

The contract time adjustment will be made on the monthly estimate for the month of **December 2023** and subsequent project diary entries.

Total number of weather days to date: **06**

Kind regards,

Wade Henderson
Project Administrator

Standard Form of
Agreement Between
Owner and Design-
Build Firm – Cost
Plus Fee with an
Option for a
Guaranteed
Maximum Price

Document No. 530

Second Edition, 2010

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Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of this 8th day of June in the year of 2023, by
and between the following parties, for services in connection with the Project identified below:

OWNER:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
ATTN: Assistant Director, Purchasing & Contracts

DESIGN-BUILD FIRM:

SUPERIOR Construction Company Southeast, LLC
7072 Business Park Blvd N
Jacksonville, FL 32256
ATTN: Bhavin Naik, Manager

PROJECT:

RFQ No. 22-13; Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone
Boulevard

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Build Firm
agree as set forth herein.

Article 1 **Scope of Work**

1.1 Design-Build Firm shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2 **Contract Documents**

2.1 The Contract Documents are comprised of the following:

2.1.1 All fully executed Change Orders and Amendments to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm* (2010 Edition) ("General Conditions of Contract");

2.1.2 Notice(s) to Proceed, issued by the County;

2.1.3 This DBIA Document No: 530; Standard Form of Agreement Between Owner and Design-Build Firm – Cost Plus Fee with an Option for a Guaranteed Maximum Price, including all exhibits but excluding, the GMP Exhibit ("Agreement");

2.1.4 DBIA Document No: 535; Standard Form of General Conditions Between Owner and Design-Build Firm, as modified by the Parties ("General Conditions of Contract");

2.1.5 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.7 All Payment and Performance Bond(s) obtained and recorded by Design-Build Firm for the Project;

2.1.8 All Insurance Certificates required in accordance with this Agreement; and

2.1.9 Request for Qualifications (RFQ) No: 22-13; Design-Build Services for CR 210 Widening from Greenbriar Road to Cimarrone Boulevard and all Exhibits thereto;

2.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations or exclusions in Design-Build Firm's proposal documents or invoices shall be binding upon the Owner, or become part of the Contract Documents.

2.2.1 Shop Drawings, Product Data, Samples, and similar submittals ("Submittals") are not Contract Documents. The County will review and take action upon Design-Build Firm's Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Build Firm.

2.2.1.1 All Submittals (whether in hard or electronic copy) prepared by or on behalf of Design-Build Firm in the course of the Work shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with

Design-Build Firm. Design-Build Firm grants the Owner a perpetual, royalty-free, licence to use, copy, and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the Owner's internal business purposes including, without limitation: tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing and/or upgrading the Work. Such licence shall be capable of transfer and/or sub-licensing in whole or part without notice to or further consent of Design-Build Firm. Design-Build Firm shall not be held liable for reuse of Design-Build Firm's Submittals by the Owner for purposes other than originally intended as stated in the Contract Documents.

Article 3 **Interpretation and Intent**

3.1 Design-Build Firm and Owner, prior to execution of this Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Build Firm and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of this Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of this Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Build Firm and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Build Firm shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Build Firm shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Build Firm's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Build Firm and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4 **Ownership of Work Product**

4.1 Work Product. All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Design-Build Firm, Design Subconsultant or Sub-contractor, or purchased under this Agreement, or at the Owner's expense ("Work Product"), shall be and remains the Owner's property upon creation. At the Owner's request, Design-Build Firm shall provide Owner with copies of supporting computations, analyses, sketches, or similar items pertaining to the Design-Build Firm's Work Product.

4.2 The Design-Build Firm may not reuse Work Product developed by Design-Build Firm for the Owner without express written permission of the Owner. The Owner may, at its option, reproduce and reuse Work Product (in whole or in part) and Design-Build Firm agrees to such reuse in accordance with this provision. Any plans which the Design-Build Firm provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes. In the event the Owner alters the Work Product, or any portion(s) thereof, for reuse, the Owner shall indemnify and hold Design-Build Firm, and anyone working by or through the Design-Build Firm harmless from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees arising from the County's alteration of the Work Product.

Article 5

Contract Time

5.1 **Date of Commencement.** The Work shall commence within five (5) days of Design-Build Firm's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Commencement of Work includes the time necessary for the Design-Build Firm to order materials and establish schedules required for the completion of the Work.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than seven hundred sixty (760) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Design-Build Firm shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Build Firm's notice, Owner and Design-Build Firm will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Build Firm's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

5.2.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Build Firm and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Build Firm agree that Owner's use or occupancy will not interfere with Design-Build Firm's completion of the remaining Work.

5.2.4 Final Completion of the Work or identified portions of the Work shall be achieved within thirty (30) calendar days of Substantial Completion, as accepted by the County. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.5 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 **Time is of the Essence.** Owner and Design-Build Firm mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Build Firm acknowledges that if either Substantial or Final Completion is not attained within the timeframes provided in Section 5.2 above, or as amended thereafter, Owner will suffer damages which are difficult to determine and accurately specify. If Design-Build Firm fails to reach Substantial or Final Completion of the Work as specified in Section 5.2 above, the Owner shall be entitled to withhold from any amounts otherwise due Design-Build Firm, or to be paid as a debt due an amount of \$7,625:00 per day, in accordance with the FDOT Liquidated Damages Table, for each and every calendar day of unexcused delay as "Liquidated Damages". The Parties agree that such Liquidated Damages are not a penalty but rather a genuine pre-estimate of monetary damages sustained by the Owner for such loss of revenue and/or increased project administration expenses related to this Agreement because Design-Build Firm failed to perform and complete the Work within the time fixed for completion or additional time granted pursuant to the provisions herein. The assessment of Liquidated Damages is without prejudice to the Owner's rights of termination and Design-Build Firm's obligation to complete the Work.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

5.6 Excusable Delays. If Design-Build Firm is delayed in performance of the Work due to acts, omissions, conditions, events, or circumstances that are not reasonably foreseeable, beyond its control, and due to not fault of the Design-Build Firm or any Design Consultant or Sub-contractor, the Contract Time may be reasonably extended by Change Order upon agreement by both parties. By way of example, events that may be considered for an extension of Contract Time include acts or omissions by the Owner, or anyone under the Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events. If events reasonably beyond the Design-Build Firm's control and without its fault or negligence cause a delay in the Design-Build Firm's performance of the Work, Design-Build Firm shall submit sufficient documentation of such delay to the Owner within three (3) business days of the event causing the delay.

5.6.1 In addition to the consideration for an extension to Contract Time for those events set forth in Section 5.6 above, Design-Build Firm may also submit for Owner consideration, a reasonable adjustment to the Contract Price.

Article 6 **Contract Price**

6.1 Contract Price.

6.1.1 As compensation for satisfactory performance of the Work, Owner shall pay, and Design-Build Firm shall accept, as full and complete compensation for all the Work required herein, in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Build Firm's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 Design-Build Firm's Fee.

6.2.1 Design-Build Firm's Fee shall be:

Four Million Four Hundred Sixty-One Thousand Thirty-One Dollars and Ten Cents (\$ 4,461,031.10), as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Build Firm's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Build Firm shall receive a Fee of Sixteen percent (16%) of the additional Costs of the Work incurred for that Change Order.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of: (a) sixteen percent (16%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Build Firm's Fee).

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Build Firm in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Build Firm performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Build Firm performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Build Firm's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 Wages or salaries of Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices, but only to the extent said personnel are performing administration functions directly related to the Work.

6.3.4 Costs incurred by Design-Build Firm for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Build Firm, to the extent such costs are based on wages and salaries paid to employees of Design-Build Firm covered under Sections 6.3.1 through 6.3.3 hereof.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Build Firm's personnel necessarily and directly incurred in connection with the performance of the Work, provided the costs are agreed to by both Parties.

6.3.6 Payments properly made by Design-Build Firm to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Build Firm in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Build Firm, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Build Firm or those working by or through Design-Build Firm. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Build Firm shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in

the performance of the Work and which remain the property of Design-Build Firm, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Build Firm at the Site, whether rented from Design-Build Firm or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Build Firm's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Build Firm.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Build Firm as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Build Firm resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Build Firm's negligence.

6.3.20 Accounting and data processing costs related to the Work.

6.3.21 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Section Intentionally Omitted.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Build Firm's personnel stationed at Design-Build Firm's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2, and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Build Firm's capital used in the performance of the Work.

6.5.1.4 Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded, unless otherwise agreed to in writing by both parties, in accordance with this Agreement.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Build Firm guarantees that it shall not exceed the GMP of Thirty-Two Million Three Hundred Twenty-Nine Thousand Five Hundred Forty-Seven Dollars and Seventy-Five Cents (\$32,329,547.75). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Build Firm does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Build Firm agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.1.2 The Owner will maintain a Contingency in the amount of Four Hundred Thirty-Two Thousand Dollars (\$432,000.00), which is not included in the GMP, but is available for use for unforeseen circumstances and/or design changes upon approval by the Owner. Unforeseen circumstances and/or design changes shall include unknown subsurface conditions, post 90% design changes to accommodate utilities, post 90% design creep due to owner's comment, and material escalations beyond 20% those carried in proposal. Any unused amounts of this Contingency, remaining at Final Completion, provided there are no current or impending disputes between Owner and Design-Build Firm, shall be split between Owner and Design-Build Firm at a ratio of seventy percent (70%) retained by Owner, and thirty percent (30%) paid to Design-Build Firm.

6.6.1.3 Contingency funds may be used for delays directly caused solely by the County, in accordance with the Florida Department of Transportation (FDOT) FY2023-24 Standard Specifications for Road and Bridge Construction, section 4-3.2.1 subsection 4. (b).

Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Design-Build Firm, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = (A \times C) / B$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the County, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the County is otherwise ultimately determined to be in favor of the Design-Build Firm.

No compensation, whatsoever, will be paid to the Design-Build Firm for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the County is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the County is otherwise ultimately determined in favor of the Design-Build Firm to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the County, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the County and one or more being caused by the Design-Build Firm, the Design-Build Firm shall be entitled to a time extension for each day that a controlling work item is delayed by the County but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

Article 7 **Procedure for Payment**

7.1 Progress Payments.

7.1.1 Design-Build Firm shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Build Firm's Application for Payment in accordance with Article 6 of the General Conditions of Contract. Application for Payment shall be based upon the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. Owner's Representative will review the Application for Payment to determine whether the quantity and quality of the Work is as represented in the Application for Payment and thereafter confirm to the Owner the amount properly owing to Design-Build Firm.

7.1.2 Upon confirmation of validity and accuracy of the Application for Payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes) less such amounts, if any, otherwise owing by the Design-Build Firm to the Owner, or which Owner shall have the right to withhold. Any application for payment determined not to be suitable for payment shall be modified and processed in accordance with Owner's assessment.

7.1.3 If Design-Build Firm's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Build Firm's Fee to be included in Design-Build Firm's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Build Firm's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Build Firm and Design-Build Firm is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Build Firm's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Build Firm all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Build Firm shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Build Firm's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Build Firm has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Build Firm shall bear interest in accordance with the provisions of the Florida Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

7.5 Record Keeping and Finance Controls. Design-Build Firm acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Build Firm shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Build Firm's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Build Firm shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Build Firm's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Build Firm as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8 **Termination for Convenience**

8.1 Upon thirty (30) days' written notice to Design-Build Firm, Owner may, for its convenience and without cause, elect to terminate this Agreement. An equitable adjustment in the compensation to be paid to Design-Build Firm shall be made based upon the cost for completed Work, Work in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Design Subconsultants and Sub-contractors. No amount shall be allowed for anticipated profit or unperformed Work.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Build Firm's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Greg Caldwell
Public Works Director
2750 Industry Center Road
St. Augustine, FL 32084
gcaldwell@sjcfl.us
(904) 209-0132

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Doug Tarbox, CIP Manager
SJC Public Works Department
2750 Industry Center Road
St. Augustine, FL 32084
dtarbox@sjcfl.us
(904) 209-0124

9.2 Design-Build Firm's Representatives.

9.2.1 Design-Build Firm designates the individual listed below as its Senior Representative ("Design-Build Firm's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Julian Rozo
Vice President of Southeast Operations
7072 Business Park Blvd N
Jacksonville, FL 32256
JRozo@superiorconstruction.com
(904) 292-4240

9.2.2 Design-Build Firm designates the individual listed below as its Design-Build Firm's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Brian McGarity
Division Manager
7072 Business Park Blvd N
Jacksonville, FL 32256
BMcGarity@superiorconstruction.com
(904) 292-4240

Article 10 **Bonds and Insurance**

10.1 **Insurance.** Design-Build Firm and Owner shall procure the insurance coverages set forth in Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. The Design-Build Firm shall execute and furnish to the Owner, a recorded Payment and Performance Bond in accordance with the provisions of Section 255.05 and 287.0935, Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all the work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. Johns County, Florida. In accordance with Section 255.05, Florida Statutes, the Owner may not make a payment to Design-Build Firm until Design-Build Firm has provided the Owner the recorded bond(s).

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 Entire Agreement. The Contract Documents enumerated in Article 1.3 herein forms the entire agreement and understanding between the Owner and Design-Build Firm; supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

11.1.2 Truth-In-Negotiation Certificate. The signing of this Agreement by the Design-Build Firm 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 Owner 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 this Agreement.

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

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

11.1.4.1 The Design-Build Firm 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 Design-Build Firm's performance under this Agreement.

11.1.5 Availability of Funds. The Owner's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of Commissioners ("Board"). Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriated in the Owner's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board 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 Design-Build Firm cannot demand that the Owner provide any such funds in any given County Fiscal Year.

11.1.6 Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Owner and Design-Build Firm and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Owner and Design-Build Firm, any right, remedy, or Claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon Owner and Design-Build Firm.

11.1.7 Remedies. No remedy herein conferred upon any Party is intended to be exclusive, and any/all remedies shall be cumulative and shall be in addition to any/all other remedies given hereunder or hereafter existing by 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 attorneys' fees.

11.1.8 Conflict of Interest. The Design-Build Firm 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 Design-Build Firm further represents that no person having any interest shall be employed for said performance.

11.1.8.1 The Design-Build Firm shall promptly notify the Owner, 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 Design-Build Firm'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 Design-Build Firm may undertake and request an opinion of the Owner, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Build Firm.

11.1.8.2 The Owner agrees to notify the Design-Build Firm of its opinion by certified mail within thirty (30) calendar days of receipt of notification by the Design-Build Firm. If, in the opinion of the Owner, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Build Firm, the Owner shall so state in the notification and the Design-Build Firm 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 Owner by the Design-Build Firm under the terms of this Agreement.

11.1.9 Independent Relationship. The Design-Build Firm 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 Owner. 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 Design-Build Firm's sole direction, supervision, and control.

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

11.1.10 Contingent Fees. Pursuant to Section 287.055(6), Florida Statutes, the Design-Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Firm 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 Design-Build Firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this

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

11.1.11 Access and Audits. The Design-Build Firm shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least six (6) years after completion of the project. The Owner 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 Owner's cost, upon fourteen (14) consecutive calendar days' written notice, provided that in the event the Owner requires access to such books records, and documents in order to comply with an audit conducted by a state or federal agency, and such audit requires a response period of less than fourteen (14) calendar days, the Design-Build Firm shall provide access to said books, records, and documents within the time required by the state or federal audit.

11.1.12 Employment Eligibility and Mandatory Use of E-Verify. As a condition precedent to entering into this Agreement, and in accordance with section 448.095, Florida Statutes., Design-Build Firm and its subconsultants and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The Owner, Design-Build Firm, or any subconsultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The Owner, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.
- d. The Owner and Design-Build Firm hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Design-Build Firm acknowledges that, in the event that the Owner terminates this Agreement for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. Design-Build Firm further acknowledges that Design-Build Firm is liable for any additional costs incurred by the Owner as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Design-Build Firm shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

11.1.13 Notices. All required notices related to the project, under the Contract Documents, shall be sent, by certified mail, return receipt requested, with a copy via email to:

Owner: St. Johns County, FL
Purchasing Division

Attn: Assistant Director, Purchasing & Contracts
500 San Sebastian View
St. Augustine, FL 32084
Email: jlocklear@sjcfl.us

with a Copy to: St. Johns County, FL
Office of the County Attorney
Attn: County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email: dmigut@sjcfl.us

Design-Build Firm: SUPERIOR Construction Company Southeast, LLC
Attn: Brian McGarity
7072 Business Park Blvd. N.
Jacksonville, FL 32256
Email: bmcgarity@superiorconstruction.com

11.1.14 Public Records. 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.

11.1.14.1 In accordance with Florida law, to the extent that Design-Build Firm's performance under this Agreement constitutes an act on behalf of the Owner, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the Owner under this Agreement, Design-Build Firm shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services;
- ii. Upon request from the Owner's custodian of public records, provide the Owner 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;
- iii. 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 Design-Build Firm does not transfer the records to the Owner; and
- iv. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Design-Build Firm or keep and maintain public records required by the Owner to perform the Work.
- v. If the Design-Build Firm transfers all public records to the Owner upon completion of this Agreement, the Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Build Firm keeps and maintains public records upon completion of this Agreement, the Design-Build Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the Owner's information technology systems.

- vi. Failure by the Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the Owner.

IF THE DESIGN-BUILD FIRM 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, Phone: (904) 209-0805; Email: publicrecords@sjcfl.us

11.1.15 Use of Owner Logo. Pursuant to, and consistent with St. Johns County Ordinance 92-2 and St. Johns County Administrative Policy 101.3, the Design-Build Firm may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Owner's Seal/Logo without express written approval of the Board.

11.1.16 Notice to Sureties. The Design-Build Firm shall notify and obtain the timely consent and approval of Design-Build Firm's surety with reference to all Change Orders if such notice, consent or approval is required by Design-Build Firm's surety or by law. Design-Build Firm represents and warrants to Owner that Design-Build Firm is solely liable and responsible to so notify and obtain any such consent or approval.

11.1.17 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.

11.1.18 Waiver; Course of Dealing. The delay or failure by the Owner to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the Owner's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the Parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement.

11.1.19 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

11.1.20 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The Parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a Owner-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the Party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a Owner approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

11.1.21 Equal Employment Opportunity. During the performance of this Agreement, Design-Build Firm agrees as follows:

11.1.21.1 Design-Build Firm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status,

or familial status. Design-Build Firm will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11.1.21.2 Design-Build Firm will, in all solicitations or advertisements for employees placed for, by, or on behalf of Design-Build Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

11.1.21.3 Design-Build Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Design-Build Firm's legal duty to furnish information.

11.1.21.4 Design-Build Firm will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Design-Build Firm's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.1.21.5 Design-Build Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

11.1.21.6 Design-Build Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

11.1.21.7 In the event of Design-Build Firm's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Design-Build Firm may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

11.1.21.8 Design-Build Firm will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor, subconsultant or vendor. Design-Build Firm will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for

noncompliance: Provided, however, that in the event Design-Build Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Build Firm may request the United States to enter into such litigation to protect the interest of the United States.

11.1.22 Anti-Bribery

Design-Build Firm and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Design-Build Firm represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Design-Build Firm shall immediately notify the County of any violation (or alleged violation) of this provision.

11.1.23 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

11.1.23.1 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Design-Build Firm certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Design-Build Firm to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Design-Build Firm is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

In executing this Agreement, Owner and Design-Build Firm each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

St. Johns County, FL
(Name of Owner)

Jaime T. Locklear
(Signature)

Jaime T. Locklear
(Printed Name)

Asst. Director, Purchasing & Contracts
(Title)

Date: 6/8/2023

LEGALLY SUFFICIENT
Jaime T. Locklear
Name
Date: 6/13/23

DESIGN-BUILD FIRM:

SUPERIOR Construction Company Southeast, LLC
(Name of Design-Build Firm)

Julian Rozo
(Signature)

Julian Rozo
(Printed Name)

VP Southeast Operations
(Title)

Date: 06/07/2023

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

Attest: Brandon J. Patty
Clerk of the Circuit Court
and comptroller

By: Cystal Smith 6/8/23
Deputy Clerk

ST JOHNS COUNTY
JUN 07 2023
PURCHASING



Superior Construction Company SE, LLC

7072 Business Park Blvd
Jacksonville, FL 32256
USA

Phone: 904-292-4240
Fax: 904-292-2682

"SUPERIOR in Service, Quality, and Safety Since 1938!"

To: St. Johns County	Contact:
Address: St. Augustine, FL	Phone:
	Fax:
Project Name: SJC - CR 210 90% GMP (Contract) Rev. 2	Bid Number:
Project Location:	Bid Date: 2/10/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
BASE BID					
Direct Cost					
0 50 2	DESIGN / BUILD, POST-DESIGN	1.00	LS	\$190,000.00	\$190,000.00
0101 1	MOBILIZATION	1.00	LS	\$366,814.35	\$366,814.35
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	\$730,936.09	\$730,936.09
0102 104	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	650.00	DY	\$27.00	\$17,550.00
0102 107 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	650.00	DY	\$10.00	\$6,500.00
0110 7 1	MAILBOX, F&I SINGLE	26.00	EACH	\$703.34	\$18,286.84
0102 115	TYPE III BARRICADE	6,934.00	EADY	\$0.20	\$1,386.80
0102 2 1	SPECIAL DETOURS (TEMPORARY WIDENINGS)	1.00	LS	\$407,166.06	\$407,166.06
0102 3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	239.00	CY	\$428.60	\$102,435.40
0102 912 2	PAVEMENT MARKING REMOVABLE TAPE, YELLOW, SOLID	0.01	GLMI	\$27,796.68	\$277.97
0102 913 21	REMOVABLE TAPE, WHITE, SOLID 6"	0.01	GLMI	\$27,796.68	\$277.97
0102 10	OFF-DUTY LAW ENFORCEMENT OFFICER FOR SIGNALIZATION	25.00	EADY	\$830.00	\$20,750.00
0102 60	WORK ZONE SIGN	19,138.00	DY	\$0.19	\$3,636.22
0102 61	BUSINESS SIGN	3.00	EACH	\$505.68	\$1,517.04
0102 71 13	BARRIER WALL, TEMPORARY, F&I, LOW PROFILE, CONCRETE	1,812.00	LF	\$66.49	\$120,479.88
0102 71 23	TEMPORARY BARRIER, RELOCATE, LOW PROFILE CONCRETE	1,776.00	LF	\$30.33	\$53,866.08
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	488,793.00	EADY	\$0.10	\$48,879.30
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	2,136.00	EADY	\$9.61	\$20,526.96
0104 1	ARTIFICIAL COVERINGS /ROLLED EROSION CONTROL PRODUCTS	1,000.00	SY	\$6.06	\$6,060.00
0104 1	CONTRACTOR'S EROSION CONTROL MAINTENANCE	1.00	LS	\$358,900.04	\$358,900.04
0104 9	SEDIMENT BASIN / CONTAINMENT SYSTEM-CLEANOUT	1.00	EACH	\$6,877.78	\$6,877.78
0104 10 3	SEDIMENT BARRIER	6,531.00	LF	\$4.24	\$27,691.44
0104 11	FLOATING TURBIDITY BARRIER	794.00	LF	\$19.18	\$15,228.92
0104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	1,100.00	LF	\$8.77	\$9,647.00
0104 15	SOIL TRACKING PREVENTION DEVICE	8.00	EACH	\$4,085.31	\$32,682.48
0104 18	INLET PROTECTION SYSTEM	128.00	EACH	\$142.68	\$18,263.04
0109 71 4	FIELD OFFICE, 1200 SQ FT	26.00	MO	\$4,575.00	\$118,950.00
0110 1 1	CLEARING & GRUBBING	1.00	LS	\$578,150.29	\$578,150.29
0110 3	REMOVAL OF EXISTING STRUCTURES/BRIDGES	3,760.00	SF	\$34.73	\$130,584.80
0110 4 10	REMOVAL OF EXISTING CONCRETE	3,704.00	SY	\$20.62	\$76,376.48
0120 1	REGULAR EXCAVATION	116,624.00	CY	\$9.17	\$1,069,442.08
0120 2	SUBSOIL EXCAVATION	2,000.00	CY	\$11.53	\$23,060.00
0120 6	EMBANKMENT	90,041.00	CY	\$3.75	\$337,653.75
0160 4	TYPE B STABILIZATION	105,402.00	SY	\$6.15	\$648,222.30
0285 704	OPTIONAL BASE, BASE GROUP 04	1,407.00	SY	\$29.69	\$41,773.83
0285 707	OPTIONAL BASE, BASE GROUP 07	86,284.00	SY	\$22.01	\$1,899,110.84

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	2,300.00	SY	\$8.50	\$19,550.00
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	11,992.00	TON	\$161.00	\$1,930,712.00
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC -12.5, PG 76-22	7,308.00	TON	\$198.00	\$1,446,984.00
0339 1	MISC. ASPHALT	40.00	TON	\$871.01	\$34,840.40
0400 147	COMPOSITE NEOPRENE PADS	5.60	CF	\$1,773.08	\$9,929.25
0400 2 4	CONC CLASS II, BRIDGE SUPERSTRUCTURE	255.00	CY	\$1,120.84	\$285,814.20
0400 2 10	CONCRETE CLASS II, APPROACH SLABS	240.00	CY	\$695.40	\$166,896.00
0400 4 5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	130.00	CY	\$1,842.98	\$239,587.40
0400 7 1	BRIDGE DECK GROOVING	906.00	SY	\$5.00	\$4,530.00
0415 1 4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	51,672.00	LB	\$1.07	\$55,289.04
0415 1 5	REINFORCING STEEL- BRIDGE SUBSTRUCTURE	19,822.00	LB	\$1.09	\$21,605.98
0415 1 9	REINFORCING STEEL- APPROACH SLABS	45,511.00	LB	\$1.08	\$49,151.88
0425 1351	INLETS, CURB, TYPE P-5, <10'	25.00	EACH	\$7,986.43	\$199,660.75
0425 1361	INLETS, CURB, TYPE P-6, <10'	11.00	EACH	\$8,751.44	\$96,265.84
0425 1451	INLETS, CURB, TYPE J-5, <10'	1.00	EACH	\$10,067.15	\$10,067.15
0425 1461	INLETS, CURB, TYPE J-6, <10'	5.00	EACH	\$13,164.22	\$65,821.10
0425 1521	INLETS, DT BOT, TYPE C, <10'	4.00	EACH	\$5,804.49	\$23,217.96
0425 1531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	8.00	EACH	\$8,120.04	\$64,960.32
0425 1541	INLETS, DT BOT, TYPE D, <10'	44.00	EACH	\$6,953.35	\$305,947.40
0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	4.00	EACH	\$11,665.14	\$46,660.56
0425 1549	INLETS, DT BOT, TYPE D, MODIFY	2.00	EACH	\$9,591.84	\$19,183.68
0425 1589	INLETS, DT BOT, TYPE H, MODIFY	1.00	EACH	\$21,427.76	\$21,427.76
0425 1910	INLETS, CLOSED FLUME	3.00	EACH	\$6,319.85	\$18,959.55
0425 2 61	MANHOLES, P-8, <10'	8.00	EACH	\$7,000.43	\$56,003.44
0425 2 91	MANHOLES, J-8, <10'	8.00	EACH	\$9,561.77	\$76,494.16
0425 2 92	MANHOLES, J-8, >10'	1.00	EACH	\$16,370.30	\$16,370.30
0425 xxxx	PVC PIPE, 6 INCH	20.00	LF	\$56.47	\$1,129.40
0430 174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	69.00	LF	\$134.74	\$9,297.06
0430 174215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD	66.00	LF	\$126.26	\$8,333.16
0430 174218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	164.00	LF	\$166.36	\$27,283.04
0430 175115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	325.00	LF	\$96.29	\$31,294.25
0430 175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	3,602.00	LF	\$110.61	\$398,417.22
0430 175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	2,329.00	LF	\$134.85	\$314,065.65
0430 175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	4,417.00	LF	\$175.56	\$775,448.52
0430 175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	3,962.00	LF	\$184.72	\$731,860.64
0430 175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	266.00	LF	\$241.11	\$64,135.26
0430 175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	728.00	LF	\$439.11	\$319,672.08
0430 175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	295.00	LF	\$746.83	\$220,314.85
0430 175215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER- ELLIP/ARCH, 15"S/CD	21.00	LF	\$129.22	\$2,713.62
0430 175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER- ELLIP/ARCH, 18"S/CD	47.00	LF	\$149.96	\$7,048.12
0430 515100	STRAIGHT CONCRETE ENDWALLS, 15", SINGLE, 0 DEGREES, ROUND	1.00	EACH	\$3,258.28	\$3,258.28
0430 536100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	1.00	EACH	\$5,694.07	\$5,694.07
0430 548300	STRAIGHT CONCRETE ENDWALLS, 48", TRIPLE, 0 DEGREES, ROUND	2.00	EACH	\$42,370.72	\$84,741.44
0430 982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	2.00	EACH	\$2,386.84	\$4,773.68
0430 982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	1.00	EACH	\$3,607.67	\$3,607.67
0430 982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1.00	EACH	\$5,402.13	\$5,402.13
0430 982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	1.00	EACH	\$11,486.35	\$11,486.35
0430 982142	MITERED END SECTION, OPTIONAL ROUND, 54" CD	1.00	EACH	\$23,217.71	\$23,217.71
0430 982623	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 15" CD	1.00	EACH	\$2,245.50	\$2,245.50
0430 984125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	4.00	EACH	\$2,386.84	\$9,547.36
0430 984623	MITERED END SECTION, OPTIONAL OTHER - ELLIP/ARCH, 15" SD	4.00	EACH	\$2,269.11	\$9,076.44
0430 984625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH,	12.00	EACH	\$2,382.10	\$28,585.20

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0450 2 36	18" SD PREST BEAMS: FLORIDA-I BEAM 36"	896.00	LF	\$273.47	\$245,029.12
0455 133 3	SHEET PILING STEEL, F&I PERMANENT	9,355.00	SF	\$46.69	\$436,784.95
0455 34 5	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 24"	1,180.00	LF	\$275.21	\$324,747.80
0458 1 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD	201.00	LF	\$98.21	\$19,740.21
0515 1 2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	515.00	LF	\$70.55	\$36,333.25
0515 2311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY,42" TYPE 1	300.00	LF	\$107.25	\$32,175.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	2,092.00	LF	\$30.64	\$64,098.88
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	27,675.00	LF	\$24.95	\$690,491.25
0520 1 xx	CITY STANDARD CURB AND GUTTER	1,185.00	LF	\$28.87	\$34,210.95
0520 5 41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	264.00	LF	\$19.55	\$5,161.20
0521 5 13	CONCRETE TRAFFIC RAILING- BRIDGE, 36" SINGLE- SLOPE	600.00	LF	\$216.25	\$129,750.00
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	11,593.00	SY	\$44.79	\$519,250.47
0522 1.1	CONCRETE SIDEWALK AND DRIVEWAYS, 5" THICK	847.00	SY	\$58.16	\$49,261.52
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	182.00	SY	\$65.41	\$11,904.62
0527 2	DETECTABLE WARNINGS	445.00	SF	\$38.00	\$16,910.00
0530 1	RIPRAP, SAND-CEMENT	95.00	CY	\$584.21	\$55,499.95
0530 3 3	RIPRAP- RUBBLE, BANK AND SHORE	1,717.00	TON	\$143.78	\$246,870.26
0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	58.00	TON	\$243.75	\$14,137.50
0530 74	BEDDING STONE	611.00	TON	\$146.22	\$89,340.42
0530 74	BEDDING STONE	41.90	TON	\$184.36	\$7,724.68
0536 1 1	GUARDRAIL -ROADWAY, GENERAL TL-3	805.00	LF	\$28.25	\$22,741.25
0536 1 3	GUARDRAIL- ROADWAY, DOUBLE FACE	292.00	LF	\$32.45	\$9,475.40
0536 8 13	APPROACH TRANSITION CONNECTION TO RIGID BARRIER, FURNISH AND INSTALL, TL-3	5.00	EACH	\$2,725.00	\$13,625.00
0536 1 1	REMOVE EXISTING GUARDRAIL	500.00	LF	\$8.25	\$4,125.00
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	2.00	EACH	\$3,675.00	\$7,350.00
0536 85 27	GUARDRAIL END TREATMENT- DOUBLE FACE APPROACH TERMINAL	2.00	EACH	\$10,250.00	\$20,500.00
536 6	PIPE RAIL FOR GUARDRAIL	650.00	LF	\$26.00	\$16,900.00
536 85 20	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE	1.00	EACH	\$2,350.00	\$2,350.00
0548 13	RETAINING WALL SYSTEM,TEMPORARY, EXCLUDING BARRIER	1,530.00	SF	\$20.28	\$31,028.40
0550 10130	FENCING, TYPE A, 6.1-7.0, STANDARD	515.00	LF	\$15.00	\$7,725.00
0570 1 2	PERFORMANCE TURF, SOD	88,500.00	SY	\$6.26	\$554,010.00
0630 2 1	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	9,710.00	LF	\$9.56	\$92,827.60
0630 2 2	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	7,021.00	LF	\$26.00	\$182,546.00
0630 2 16	CONDUIT, FURNISH & INSTALL, EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	1,800.00	LF	\$11.75	\$21,150.00
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	2.00	PC	\$7,951.83	\$15,903.66
0633 1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	744.00	LF	\$3.71	\$2,760.24
0633 1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	15,590.00	LF	\$3.21	\$50,043.90
0633 2 31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	64.00	EACH	\$51.78	\$3,313.92
0633 2 32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	36.00	EACH	\$88.09	\$3,171.24
0633 3 12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	5.00	EACH	\$133.69	\$668.45
0633 3 14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	3.00	EACH	\$103.43	\$310.29
0633 3 16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	2.00	EACH	\$1,853.84	\$3,707.68
0633 3 51	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	5.00	EACH	\$559.38	\$2,796.90
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	61.00	EACH	\$936.08	\$57,100.88
0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	48.00	EACH	\$2,114.87	\$101,513.76
0635 2 13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	4.00	EACH	\$4,418.75	\$17,675.00
0635 3 13	JUNCTION BOX, FURNISH & INSTALL, EMBEDDED	8.00	EACH	\$587.82	\$4,702.56

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0639 1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	4.00	AMBY	\$4,183.66	\$16,734.64
0639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	1,181.00	LF	\$10.96	\$12,943.76
0639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	4.00	EACH	\$1,679.74	\$6,718.96
0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	4.00	EACH	\$1,880.51	\$7,522.04
0643 600	STRAIN POLE, WOOD, REMOVE	2.00	EACH	\$760.00	\$1,520.00
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	14.00	EACH	\$1,822.34	\$25,512.76
0649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	1.00	EACH	\$59,223.36	\$59,223.36
0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	1.00	EACH	\$76,679.80	\$76,679.80
0649 21 10	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 60'	1.00	EACH	\$89,738.43	\$89,738.43
0649 21 15	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 70'	2.00	EACH	\$98,527.40	\$197,054.80
0649 21 26	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-70'	1.00	EACH	\$113,578.42	\$113,578.42
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	14.00	AMBY	\$1,198.00	\$16,772.00
0650 1 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	6.00	AMBY	\$1,487.00	\$8,922.00
0650 1 19	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION CLUSTER, 1 WAY	1.00	AMBY	\$1,831.00	\$1,831.00
0650 1 60	VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	6.00	AMBY	\$87.00	\$522.00
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	14.00	AMBY	\$823.11	\$11,523.54
0660 4 11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	2.00	EACH	\$12,715.23	\$25,430.46
0660 4 12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	7.00	EACH	\$5,438.63	\$38,070.41
0663 1111	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, CABINET ELECTRONICS	2.00	EACH	\$7,546.21	\$15,092.42
0663 1112	SIGNAL PRIORITY AND PREEMPTION SYSTEM, F&I, OPTICAL, DETECTOR	7.00	EACH	\$2,393.04	\$16,751.28
0665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	14.00	EACH	\$298.86	\$4,184.04
0670 5110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	1.00	AMBY	\$35,835.94	\$35,835.94
0671 2 11	TRAFFIC CONTROLLER WITHOUT CABINET, F&I IN EXISTING CABINET, NEMA	1.00	EACH	\$7,996.97	\$7,996.97
0671 2 60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	1.00	EACH	\$115.68	\$115.68
0676 1500	TRAFFIC SIGNAL CONTROLLER CABINET, ADJUST/MODIFY	1.00	EACH	\$2,359.91	\$2,359.91
0682 1133	ITS CCTV CAMERA, F&I, DOME ENCLOSURE - NON-PRESSURIZED, IP, HIGH DEFINITION	2.00	EACH	\$6,901.55	\$13,803.10
0684 1 1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	3.00	EACH	\$4,483.47	\$13,450.41
0685 1 14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	2.00	EACH	\$9,750.00	\$19,500.00
0700 2 13	MULTI- POST SIGN, F&I GROUND MOUNT, 21-30 SF	2.00	AMBY	\$6,491.00	\$12,982.00
0700 2 60	MULTI- POST SIGN, REMOVE	2.00	AMBY	\$150.00	\$300.00
0700 3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	7.00	EACH	\$745.47	\$5,218.29
0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	3.00	EACH	\$3,465.69	\$10,397.07
0700 5 22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	3.00	EACH	\$4,243.45	\$12,730.35
0700 11391	ELECTRONIC DISPLAY SIGN, FURNISH & INSTALL OVERHEAD MOUNT- AC POWERED, BLANK OUT SIGN, UP TO 12 SF	1.00	AMBY	\$5,880.77	\$5,880.77
700 111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	38.00	AMBY	\$526.00	\$19,988.00
700 112	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	33.00	AMBY	\$2,295.00	\$75,735.00
700 114	SINGLE POST SIGN, F&I GROUND MOUNT, 31+ SF	1.00	AMBY	\$2,526.00	\$2,526.00
700 1221	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	4.00	AMBY	\$10,101.10	\$40,404.40
700 160	SINGLE POST SIGN, REMOVE	42.00	AMBY	\$25.00	\$1,050.00

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0705 10 1	OBJECT MARKER, TYPE 1	6.00	EACH	\$254.00	\$1,524.00
0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	83.00	EACH	\$91.00	\$7,553.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	8,133.00	EACH	\$4.04	\$32,857.32
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	29.00	GLMI	\$1,364.56	\$39,572.24
0710 11102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	0.26	GLMI	\$1,516.18	\$394.21
0710 11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	706.00	LF	\$1.01	\$713.06
0710 11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	1,996.00	LF	\$1.52	\$3,033.92
0710 11131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	5.76	GLMI	\$505.39	\$2,911.05
0710 11141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	0.65	GLMI	\$606.47	\$394.51
0710 11160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	40.00	EACH	\$85.92	\$3,436.80
0710 11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	255.00	EACH	\$35.38	\$9,021.90
0710 11201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	20.15	GLMI	\$1,364.56	\$27,495.88
0710 11222	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 8"	106.00	LF	\$0.30	\$31.80
0710 11224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	2,490.00	LF	\$1.01	\$2,514.90
0710 11241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.55	GLMI	\$606.47	\$333.56
0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1.00	LS	\$23,366.39	\$23,366.39
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1,182.00	LF	\$5.05	\$5,969.10
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	560.00	LF	\$7.08	\$3,964.80
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.41	GLMI	\$2,021.58	\$834.71
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6.00	EACH	\$227.43	\$1,364.58
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	95.00	EACH	\$121.29	\$11,522.55
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	99.00	LF	\$15.16	\$1,500.84
0711 11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	0.10	GLMI	\$2,526.97	\$252.70
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	966.00	LF	\$20.22	\$19,532.52
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	19.00	EACH	\$227.43	\$4,321.17
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	5.67	GLMI	\$5,155.02	\$29,228.96
0711 16131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	4.05	GLMI	\$2,223.73	\$9,006.11
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	4.30	GLMI	\$5,155.02	\$22,166.59
0713 103101	PERMANENT TAPE, WHITE, SOLID, 6" FOR CONCRETE BRIDGES	0.07	GLMI	\$27,796.68	\$1,890.17
0713 103131	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE SURFACES	0.03	GLMI	\$8,591.70	\$292.12
0713 103201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES	0.03	GLMI	\$27,796.68	\$945.09
0713 103331	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES	0.03	GLMI	\$8,591.70	\$257.75
0713 103331	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES	0.03	GLMI	\$8,591.70	\$292.12
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	6,613.00	LF	\$1.98	\$13,093.74
0715 5 32	LUMINAIRE & BRACKET ARM- GALV STEEL, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	6.00	EACH	\$2,460.35	\$14,762.10
0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, FURNISH AND INSTALL, CONVENTIONAL	18.00	EACH	\$629.34	\$11,328.12
0715 515230	LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM BRIDGE MOUNT-GALVANIZED STEEL, 30	4.00	EACH	\$6,511.66	\$26,046.64
0715 61111	LIGHT POLE COMPLETE, F&I, STANDARD POLE	8.00	EACH	\$6,348.47	\$50,787.76

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0715 7 11	STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 8' ARM LENGTH. LOAD CENTER, F&I, SECONDARY VOLTAGE	3.00	EACH	\$8,950.00	\$26,850.00
Total Price for above Direct Cost Items:					\$21,615,949.80
Indirect Cost					
	INDIRECT COSTS	1.00	LS	\$6,371,516.85	\$6,371,516.85
Total Price for above Indirect Cost Items:					\$6,371,516.85
Fee					
	CORPORATE OVERHEAD (3%) & MARGIN (13%)	1.00	LS	\$4,461,031.10	\$4,461,031.10
Total Price for above Fee Items:					\$4,461,031.10
Total Price for above BASE BID Items:					\$32,448,497.75
CONTINGENCY					
Contingency					
	OWNER'S SHARED CONTINGENCY	1.00	LS	\$432,000.00	\$432,000.00
Total Price for above Contingency Items:					\$432,000.00
Total Price for above CONTINGENCY Items:					\$432,000.00

JR: 6/7/23

Notes:

- Contractor shall submit to the County Project Manager for approval to utilize contingency funds.
- Construction duration is 26 months. If this duration is exceeded as a result of non-work days due to weather and/or holidays, Superior reserves the right to request extended overhead.
- Schedule accommodates power companies (JEA & FPL) relocating within 150 days of February 13, 2023. Other communication facilities above or below ground allowed 60 days beyond the power companies.
- Schedule is based on JEA acceptance of revised PD/B proposal provided to them February 2, 2023. In addition, it is anticipated that 'Case-B's' will be acceptable for sewer conflicts and a full relocation of the line is not required.
- Installation of bridge rip-rap is priced with the water at or below the Normal High Water (NHW) elevation of 8.00. Water control above NHW is excluded.
- The existing pond, SMF 200, has significant erosion damage below the water table. The new storm drain connections to this pond will be installed without drawing the pond down and worsening this condition. No allowance has been made to replar SMF 200 beyond areas required for connection.
- Owner's Shared Contingency is for unforeseen circumstances and/or design changes such as:
 - Unknown subsurface conditions
 - Post 90% design changes to accommodate utilities
 - Delays due to utilities beyond allowances made in bid schedule
 - Post 90% design creep due to owners comments
 - Material escalations beyond those carried in proposal
 - Delays in material deliveries
- Unused Owner's Shared Contingency will be split at the end of project with 70% to Owner, 30% to Contractor

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Superior Construction Company SE, LLC</p> <p style="text-align: right;">Jeremy Andrews.</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeremy Andrews (904) 292-4240 JAndrews@superiorconstruction.com</p>
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Standard Form of
General Conditions of
Contract Between Owner
and Design-Build Firm

Document No. 535

Second Edition, 2010

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Washington, D.C.



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Article 1 **General**

1.1 Mutual Obligations

1.1.1 *Owner and Design-Build Firm* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Build Firm under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Document* is as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Document is the Pavement Design dated October 20, 2021, developed by ARCADIS.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Build Firm consistent with the Basis of Design Document unless a deviation from the Basis of Design Document is determined as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Contract Documents* are the documents that shall govern the completion of the Project, as described in Article 2 of the Agreement.

1.2.5 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Build Firm, the Design Consultant, and key Subcontractors identified by the Design-Build Firm.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Build Firm, but is retained by Design-Build Firm, or employed or retained by anyone under contract with Design-Build Firm, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract.

1.2.8 *Force Majeure Events* are those events that are not reasonably foreseeable and are beyond the control of both Design-Build Firm and Owner, including events of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics/pandemics, riots, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm* (2010 Edition) as revised and accepted by both Parties.

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Build Firm prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Build Firm in accordance with

Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 Owner's Project Criteria are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Firm's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 Site is the land or premises on which the Project is located.

1.2.16 Subcontractor is any person or entity retained by Design-Build Firm as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 Sub-Subcontractor is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 Substantial Completion or Substantially Complete means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project for its intended purposes.

1.2.19 Work is comprised of all Design-Build Firm's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Build Firm's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Build Firm's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Build Firm's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Build Firm. Design-Build Firm's Representative may be replaced only with the mutual agreement of Owner and Design-Build Firm.

2.1.2 Design-Build Firm shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Build Firm's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Build Firm shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for

the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Build Firm to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Build Firm of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Build Firm of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

Design-Build Firm shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Build Firm, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Build Firm to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or any firms/individuals sub-contracted by the Design Consultant.

2.3 Standard of Care for Design Professional Services.

The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession, having experience with projects similar in scope and complexity and at a similar time and locality.

2.4 Design Development Services.

2.4.1 Design-Build Firm and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Build Firm and Owner shall meet and confer about the submissions, with Design-Build Firm identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Build Firm and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Build Firm's schedule.

2.4.2 Design-Build Firm shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Build Firm shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval

of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Build Firm to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Build Firm may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Build Firm shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 Design-Build Firm may request equitable and reasonable adjustments to the Contract Price and/or Contract Time(s) for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, but is not limited to revisions Design-Build Firm is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Build Firm shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Build Firm shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Build Firm's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Build Firm shall provide through itself or Sub-contractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Build Firm to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Build Firm shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Build Firm shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Build Firm shall employ only Sub-contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Build Firm's selection of any Sub-contractor, and Design-Build Firm must make every reasonable effort to replace the Sub-contractor at no increase to Contract Price and/or Contract Time, and must demonstrate the efforts made as backup to any request for an adjustment to Contract Price and/or Contract Time due to the change of any Sub-contractor.

2.7.4 Design-Build Firm assumes responsibility to Owner for the proper performance of the Work of Sub-contractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Build Firm shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Build Firm agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Build Firm shall keep the Site reasonably neat, secure and orderly during performance of the Work, and shall remove all waste, rubbish, and construction debris from the Site as they accumulate to permit Design-Build Firm to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or portion(s) thereof, Design-Build Firm shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Build Firm's Responsibility for Environment, Safety and Health

2.8.1 Design-Build Firm is solely and exclusively responsible for performing the Work in a safe manner so as to avoid risk and prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Build Firm assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Build Firm shall, prior to commencing construction, designate in writing, a Safety Representative with the necessary qualifications and experience, who shall be responsible for implementation of all safety procedures, including OSHA, prevention of accidents, authority for monitoring safety of the Work, authority to correct unsafe conditions or acts by its employees or Sub-contractors, the ability to oversee compliance with and address environmental requirements, and coordinate with other on-site contractors and sub-contractors on safety and environmental matters required for the Work. Unless otherwise required by the Contract Documents, Design-Build Firm's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Build Firm's personnel, Subcontractors and others as applicable.

2.8.2 Design-Build Firm and Subcontractors shall comply with all Legal Requirements relating to safety of persons or property, or their protection from damage, injury or loss, including compliance with applicable permits, Contract Documents, Construction Documents and approvals. Design-Build Firm shall maintain accident and injury records in accordance with all Legal Requirements, and shall provide such records to the Owner upon request. Design-Build Firm will immediately report in writing any injury, death, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Build Firm shall provide or cause to be provided any and all applicable training, and furnish all safety construction equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work. Design-Build Firm's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 In the event damages to individuals, property and/or facilities are caused by the Design-Build Firm or anyone employed or subcontracted by the Design-Build Firm, on or adjacent to the Project Site, Design-Build Firm shall be responsible for correcting, repairing, and/or restoring any such damages, at no additional cost to the Owner.

2.8.5 By signing the Agreement, Design-Build Firm agrees to maintain a healthy and productive workforce and safe working conditions through compliance with the Drug-Free Workplace Act (Chapter 112, Florida Statutes). Design-Build Firm's personnel shall not possess, use, manufacture, distribute, or be under the influence of any alcoholic beverages, and/or illegal drugs and/or any other "Drug" as such term is defined in the Drug-Free Workplace Act, while on the Site, or as otherwise during performance of the Work.

2.8.6 Design-Build Firm warrants that all materials, equipment, and services delivered or provided to the Owner shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended. Design-Build Firm further certifies that if material, equipment and services delivered or provided to the Owner are subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, and/or service into compliance with the aforementioned requirements shall be borne by the Design-Build Firm.

2.8.7 The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, Design-Build Firm is required to provide completed Safety Data Sheets (SDS) for each hazardous substance provided to the Owner under the Agreement. This includes hazardous substances that are not directly included in the Contract Documents, but are included in the goods or services provided in the Work. The SDS For each substance must be sent to the Owner's Representative and must also be sent to:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
ATTN: Risk Management Department

In the event that hazardous material is improperly handled or stored by Design-Build Firm its Sub-contractors, any sub-subcontractors, or any employee or agent of the aforementioned which results in contamination of the Project, Design-Build Firm shall immediately notify the Owner's Representative and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at Design-Build Firm's sole cost and expense. Further, Design-Build Firm shall indemnify and hold harmless the County from any and all costs, expenses, actions, or liability whatsoever resulting from such contamination and/or remedial activities. The indemnity provisions of this section shall survive the expiration or earlier termination of the Agreement.

2.9 Design-Build Firm's Warranty.

2.9.1 Design-Build Firm warrants to the Owner that all labor furnished to progress the Work shall be competent to perform the tasks undertaken and that the product of such labor shall yield only Work that complies with the Contract Documents, and aligns with industry standards:

2.9.2 Design-Build Firm warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Build Firm's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner.

2.9.3 Design-Build Firm warrants all Work, including all completed materials, equipment, systems, and structures comprising the Project shall be free of defects in design, materials, and workmanship for a period of one year (or the period of time in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from and after the date of Substantial Completion.

2.9.4 Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Build Firm will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Build Firm agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one (1) calendar year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Build Firm shall, within seven (7) days of receipt of written notice from Owner of any defect in the Work or non-conformance of the Work, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. For any Work so corrected, Design-Build Firm's Warranty, provided in Section 2.9 hereof, shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work, but in no case shall be greater than two years from the date of Substantial Completion. If Design-Build Firm fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Build Firm with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Build Firm shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable. In addition, Design-Build Firm shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by the Design-Build Firm in the course of correcting any defective or non-conforming Work.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Build Firm's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Build Firm's other obligations under the Contract Documents.

2.10.4 Design-Build Firm shall perform such tests as the Owner may reasonably require to verify that any corrective actions, including, without limitations, redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Design-Build Firm.

2.10.5 All warranties and guarantees of Sub-contractors, suppliers, and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by the Design-Build Firm for the benefit of the Owner, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Owner by separate contract and Design-Build Firm agrees to enforce such warranties and guarantees, if necessary, on behalf of the Owner.

2.11 Owner May Accept Defective or Nonconforming Work

2.11.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Owner reserves the right to reduce the Contract Price by either (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Work had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, Design-Build Firm shall pay the Owner such remaining compensation for accepting defective or nonconforming Work.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Build Firm and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Build Firm's timely and efficient performance of the Work and so as not to delay or interfere with Design-Build Firm's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Build Firm's schedule.

3.1.3 Owner shall give Design-Build Firm timely notice of any Work that Owner notices to be defective or non-conforming with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Build Firm's information and use the following, all of which Design-Build Firm is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Build Firm to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Build Firm to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Owner's request, Design-Build Firm shall promptly furnish reasonable evidence satisfactory to Owner that Design-Build Firm has adequate funds and resources available to fulfill all of Design-Build Firm's obligations under the Contract Documents. If Design-Build Firm fails to furnish such financial information in a timely manner, Owner may stop Work under Section 11.2.1 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 At Design-Build Firm's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Build Firm that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Build Firm may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Build Firm shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Build Firm shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Build Firm to

assume obligations or responsibilities greater than those existing obligations Design-Build Firm has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Build Firm to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Build Firm with prompt notice if it observes any failure on the part of Design-Build Firm to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Build Firm and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Design-Build Firm shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the Work.

3.5.2 Owner shall provide reasonable assistance to Design-Build Firm in obtaining those permits, approvals and licenses that are Design-Build Firm's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Design-Build Firm shall reasonably cooperate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with Design-Build Firm in order to enable Design-Build Firm to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Build Firm is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Build Firm will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Within seven (7) calendar days of reporting the discovery of any hazardous materials, Design-Build Firm shall submit to Owner a proposal for all work associated with all necessary measures for remediation of the hazardous materials, including collection, removal, transportation, and disposal of the hazardous materials. Such necessary measures shall include Design-Build Firm retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that must be taken either to remove the Hazardous Conditions or render the Hazardous Conditions harmless. In the event the Owner elects to accept the proposal submitted by the Design-Build Firm, the Owner shall issue a Change Order for the additional work. Any and all mitigation efforts shall be performed in accordance with any and all applicable regulations, codes, rules, laws, ordinances, and policies. It is expressly understood that the Owner is under no obligation to accept the Design-Build Firm's submitted proposal, or to utilize the Design-Build Firm to remediate any hazardous materials.

4.1.3 In the event the Owner elects to utilize a third-party to remediate any discovered hazardous materials, the Owner shall coordinate with the Design-Build Firm for all activities related to the remediation efforts. Design-Build Firm agrees to fully cooperate with the County

and any third-party in coordination of all remediation efforts. In the event the Owner utilizes a third-party for remediation of any discovered hazardous materials, Design-Build Firm shall not be responsible for any remediation efforts, including collection, removal, transportation and disposal, undertaken by the third-party.

4.1.4 Design-Build Firm shall be obligated to resume Work at the affected area of the Project only after written certification is provided by Design-Build Firm's or Owner's expert provides that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.5 Design-Build Firm may request a reasonable adjustment to its Contract Price and/or Contract Time(s) for impacts to the Design-Build Firm's cost and/or time of performance due to the presence of Hazardous Conditions.

4.1.6 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Build Firm, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.7 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Build Firm, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Build Firm shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Build Firm, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."

4.2.2 Upon encountering a Differing Site Condition, Design-Build Firm shall provide prompt written notice to Owner of such condition, which notice shall not be later than three (3) days after such condition has been encountered. Design-Build Firm shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. The Owner's Representative shall within two (2) business days after receipt of Design-Build Firm's written notice, investigate the site conditions identified by the Design-Build Firm. If the conditions do materially so differ and cause an increase or decrease in Design-Build Firm's cost of, or the time required for, the performance of any portion of the Work, whether or not charges as a result of the conditions, the Design-Build Firm may submit a proposal for an equitable adjustment to the Contract Price and/or Time(s). If Owner's Representative and Design-Build Firm cannot agree on an adjustment in the Contract Price and/or Time, the adjustment shall be referred to the Owner's Assistant Director of Purchasing and Contracts for determination in accordance with Article 10 of these General Conditions of Contract. No request by Design-Build Firm for an equitable adjustment under this provision shall be allowed unless Design-Build Firm has given written notice to the Owner's Representative in strict accordance with the provisions of this Article. **NO REQUEST FOR AN EQUITABLE ADJUSTMENT OR CHANGE TO THE CONTRACT PRICE OR CONTRACT TIMES FOR DIFFERING SITE CONDITIONS SHALL BE ALLOWED IF MADE AFTER THE DATE CERTIFIED BY THE OWNER AS THE DATE OF SUBSTANTIAL COMPLETION.** Failure by the Design-Build Firm to provide written notice as provided in this Article shall constitute a waiver by Design-Build Firm of any Claim arising out of or relating to such concealed or differing condition.

Article 5

Insurance and Bonds

5.1 Owner's Property Insurance.

5.1.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Build Firm, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Build Firm's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section.

5.1.2 Prior to Design-Build Firm commencing any Work, Owner shall provide Design-Build Firm with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Build Firm has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Build Firm. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Build Firm with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.1.3 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Build Firm and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.1.4 Owner and Design-Build Firm waive against each other and Owner's separate contractors, Design Consultants, Sub-contractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Build Firm and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Sub-contractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.2 Design-Build Firm's Insurance Requirements

5.2.1 All insurance policies shall be satisfactory to the Owner and be issued by companies authorized and duly licensed to transact business in the State of Florida. Owner shall furnish proof of insurance to the Owner prior to execution of this Agreement. No Work shall commence under this Agreement until Design-Build Firm has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Design-Build Firm has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including warranty work.

5.2.2 No less than ten (10) business days written notice shall be provided to Owner prior to cancellation, non-renewal, or any material change of required insurance policies. Yearly renewal certificates shall be provided to Owner within thirty (30) days of expiration of the current policy.

5.2.3 The types and amounts of insurance required under these General Conditions of Contract do not in any way limit the liability of Design-Build Firm, including under any warranty or indemnity provision of the Agreement or any other obligation whatsoever Design-Build Firm may have to the Owner or others. Nothing in the Agreement limits Design-Build Firm to the minimum required insurance coverages provided in this Article.

5.2.4 The term "Additional Insured", as used herein, shall mean the Owner, its elected officials, officers, employees, agents, and representatives. Certificates of insurance shall specifically name the Owner as Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

5.2.5 Design-Build Firm shall procure and maintain throughout the duration of the Agreement, adequate Workers' Compensation insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

5.2.6 Design-Build Firm shall procure and maintain throughout the duration of the Agreement, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Agreement, whether such services or operations are by Design-Build Firm or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

5.2.7 Design-Build Firm shall procure and maintain throughout the duration of the Agreement, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned, or rented/hired automobiles.

5.2.8 Design-Build Firm shall procure and maintain throughout the duration of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. Design-Build Firm shall procure and maintain a four (4) year tail coverage, upon cancellation, or inability to continue the Professional Liability Insurance required herein. Design-Build Firm shall also require any and all licensed Design Sub-consultants to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

5.2.9 Prior to commencing construction work, Design-Build Firm shall procure and maintain Excess Liability in an amount not less than \$1,000,000 per occurrence and \$1,000,000 per aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess of the underlying Employers Liability, Commercial General Liability, and Commercial Automobile Liability insurance coverages. This policy shall be written on an "occurrence" basis and shall be endorsed to name the County as an "Additional Insured".

5.2.10 The required insurance limits identified in Sections 5.2.6 and 5.2.7 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Design-Build Firm shall require each lower-tier sub-contractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Design-Build Firm of its responsibility herein. Upon written request, Design-Build Firm shall provide Owner with copies of any lower-tier sub-contractor Certificates of Insurance.

5.2.11 Providing and maintaining adequate insurance coverage is a material obligation of Design-Build Firm. Owner has no obligation or duty to advise Design-Build Firm of any non-

compliance with the insurance requirements contained in this Article. If Design-Build Firm fails to obtain and maintain all of the insurance coverages required herein, Design-Build Firm shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Design-Build Firm complied with its obligation herein.

5.2.12 Owner reserves the right to adjust the above insurance requirements or require additional insurance coverages to address other insurable hazards.

5.3 Bonds and Other Performance Security.

5.2.1 If Owner requires Design-Build Firm to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.2.2 All bonds furnished by Design-Build Firm shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6 **Payment**

6.1 Schedule of Values.

6.1.1 Design-Build Firm's proposal for the Work to be performed under the Agreement shall include a Schedule of Values, which shall (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Build Firm throughout the Work.

6.1.2 Design-Build Firm shall submit all Applications for Payment in accordance with the approved Schedule of Values.

6.2 Monthly Progress Payments.

6.2.1 Design-Build Firm shall submit Applications for Payment in accordance with Article 7 of the Agreement. Application for Payment shall be on the form provided by the Owner.

6.2.2 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Build Firm for early payment shall accrue one hundred percent to Design-Build Firm to the extent Design-Build Firm advances payment. Unless Owner advances payment to Design-Build Firm specifically to receive the discount, Design-Build Firm may include in its Application for Payment the full undiscounted cost of the item for which payment is sought. Design-Build Firm must notify the Owner of any opportunities for discounts available for advance payment for Owner to decide whether or not payment will be advanced to Design-Build Firm to achieve savings.

6.3 Withholding of Payments

6.3.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Design-Build Firm, if:

- a) Any Claims are made against Design-Build Firm by the County or third-parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the Owner, the Owner's property or any other party indemnified under the Agreement which is or might be covered by Design-Build Firm's Indemnification obligations as stated herein;

- c) Design-Build Firm fails to pay Sub-contractors or others in full or on time;
- d) Design-Build Firm fails to submit schedules, reports, or other information required under the Agreement;
- e) Design-Build Firm fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- f) Design-Build Firm persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
- g) Defective or nonconforming Work is not corrected; or
- h) Design-Build Firm is in default of any other representation, warranty, covenant or performance obligation of the Agreement.

6.3.2 If Claims or liens filed against Design-Build Firm or property of the Owner connected with performance under the Agreement are not promptly removed by Design-Build Firm after receipt of written notice from the Owner to do so, the Owner may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Design-Build Firm. If the amount of such withheld payments or other monies due Design-Build Firm under the Agreement is insufficient to meet such cost, or if any Claim or lien against Design-Build Firm is discharged by the Owner after final payment is made, Design-Build Firm and its Surety or Sureties shall promptly pay the Owner all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

6.4 Right to Stop Work and Interest.

6.4.2 If the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers, suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Design-Build Firm to stop Work, or any portion thereof, until the cause for such order has been eliminated. The Owner's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Design-Build Firm or any other party.

6.5 Design-Build Firm's Payment Obligations.

Design-Build Firm will pay Design Consultants and Sub-contractors, in accordance with its contractual obligations to such parties, all the amounts Design-Build Firm has received from Owner on account of their work. Design-Build Firm will impose similar requirements on Design Consultants and Sub-contractors to pay those parties with whom they have contracted. Design-Build Firm will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Final Payment.

6.6.1 After receipt of a Final Application for Payment from Design-Build Firm, Owner shall make final payment by the time required in the Agreement, provided that Design-Build Firm has achieved Final Completion.

6.6.2 At the time of submission of its Final Application for Payment, Design-Build Firm shall provide the following information:

6.6.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.6.2.2 A general release executed by Design-Build Firm waiving, upon receipt of final payment by Design-Build Firm, all claims, except those claims previously made in writing

to Owner and remaining unsettled at the time of final payment;

6.6.2.3 Consent of Design-Build Firm's surety, if any, to final payment;

6.6.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.6.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.3 Upon making final payment, Owner waives all claims against Design-Build Firm except claims relating to (i) Design-Build Firm's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Build Firm's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.6.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Build Firm under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Build Firm, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7 **Indemnification**

7.1 Indemnification

7.1.1 To the fullest extent permitted by law, the Design-Build Firm shall indemnify and hold harmless Owner and its officers and employees ("Indemnified Party"), from and against liabilities, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death; or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom related to third-party claims, but only to the extent caused in whole or in part by negligence, recklessness, errors, omissions, or intentional wrongful misconduct of the Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of the Work.

7.1.2 To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, Design-Build Firm further agrees that "damages, losses and expenses" includes fines, citations, court judgments, insurance claims, restoration costs, or other liability, to the extent caused by the negligence, recklessness, errors, omissions, or intentional wrongful misconduct of the Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Agreement.

7.1.3 To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Design-Build Firm" shall be construed to include, but not be limited to Design-Build Firm, its staff, employees, subcontractors, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Design-Build Firm.

7.1.4 In claims against any person or entity indemnified under this Paragraph by an employee of the Design-Build Firm, a sub-consultant, a sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Build Firm, a sub-consultant, or a sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts. In executing this Agreement, Owner and Design-Build Firm each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each

has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

7.1.5 In Claims against any person or entity indemnified hereunder by an employee of Design-Build Firm, any subcontractor, subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Build Firm or any subcontractor or subconsultant under any workers' compensation acts, disability benefits acts or other employee benefit acts.

7.1.6 Design-Build Firm's indemnity and hold harmless obligations hereunder shall extend to all Claims against the Owner by any third party or third-party beneficiary of this Agreement and all liabilities, damages, losses and expenses related thereto.

7.1.7 This indemnification will not be valid in the instance where the loss is caused by negligence, the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

7.1.8 Design-Build Firm shall further indemnify and hold harmless the Owner, its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

7.1.9 The indemnification provisions of this Section shall survive expiration or earlier termination of this Agreement.

7.1.10 Any and all Subcontracts of any tier entered into by the Design-Build Firm to design or build the Project shall require Design Consultants or Sub-contractors to release the Owner and hold it harmless to the same extent required in this Article 7. The release obligations set forth in the Subcontracts shall name the Owner as an express third-party beneficiary with rights of enforcement of such obligation and shall entitle the Owner to succeed the Design-Build Firm's rights under such Subcontract. The Owner shall not, however, be construed as a party to any Subcontract related to the Project nor shall the Owner in any way be responsible for any or all Claims of any nature whatsoever arising or which may arise from any such Subcontracts.

7.2 Patent and Copyright Infringement.

7.2.1 Design-Build Firm shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Build Firm of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Build Firm shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Build Firm in any such action or proceeding. Design-Build Firm agrees to keep Owner informed of all developments in the defense of such actions.

7.2.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Build Firm shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Build Firm cannot so procure such right within a reasonable time, Design-Build Firm shall promptly, at Design-Build Firm's option and at Design-Build Firm's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.2.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by

Design-Build Firm to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Build Firm to the same extent Design-Build Firm is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.2.4 The obligations set forth in this Section 7.2 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.3 Tax Claim Indemnification.

If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Build Firm from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Build Firm as a result of any action taken by Design-Build Firm in accordance with Owner's directive. Owner shall furnish Design-Build Firm with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Build Firm may rely.

7.4 Payment Claim Indemnification.

Provided that Owner is not in breach of its contractual obligation to make payments to Design-Build Firm for the Work, Design-Build Firm shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Build Firm, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Build Firm shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Build Firm fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Build Firm liable for costs and expenses incurred, including attorneys' fees.

7.5 Owner's General Indemnification.

Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Build Firm and any of Design-Build Firm's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8 **Time**

8.1 Obligation to Achieve the Contract Times.

Design-Build Firm agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Build Firm is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Build Firm is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order, in accordance the Florida Department of Transportation (FDOT) FY 2023-24 Standard Specifications for Road and Bridge Construction section 8-7.3.2 Contract Time Extensions. By way of example, events that will entitle Design-Build Firm to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Build Firm's right to a time extension for those events set forth in Section 8.2.1 above, Design-Build Firm shall also be entitled to an appropriate adjustment of the Contract Price, as approved by the Owner in accordance the Florida Department of Transportation (FDOT) FY 2023-24 Standard Specifications for Road and Bridge Construction

section 8-7.3.2 Contract Time Extensions.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Build Firm, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Build Firm shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Build Firm and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Build Firm for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Build Firm shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Build Firm may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Build Firm shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Build Firm.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the Parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1

through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Build Firm because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Build Firm disagree upon whether Design-Build Firm is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Build Firm shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Build Firm shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Build Firm to perform the services in accordance with Owner's interpretations, Design-Build Firm shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Build Firm (i) directing Design-Build Firm to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Build Firm shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Build Firm does not prejudice Design-Build Firm's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Build Firm shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10 **Contract Adjustments and Disputes**

10.1 Requests for Contract Adjustments and Relief.

If either Design-Build Firm or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Build Firm and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Build Firm and Owner will first attempt to resolve disputes or disagreements at

the field level through discussions between Design-Build Firm's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1 unless the Owner and Design-Build Firm mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Build Firm's Representative and Owner's Representative, Design-Build Firm's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than fourteen (14) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Design-Build firm shall submit a Contract Claim as provided herein.

10.2.5 Claims arising from this Agreement shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a Contract Claim, Design-Build Firm shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting all the remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed to in writing, Design-Build Firm is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Design-Build Firm and any legal counsel; and
- b) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- c) Identification and copy of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Design-Build Firm deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract Documents that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract Documents, as well as any applicable laws or other legal authorities which the Contract Documents deems applicable to the Claim; and

10.2.6 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, additional information may be requested from either party. The parties are to provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

10.2.7 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Design-Build Firm at the notice address listed herein or to the address provided in the Contract Claim.

10.2.8 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Design-Build Firm to the County Administrator. Design-Build Firm must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Design-Build Firm to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within

thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Design-Build Firm takes legal action in Circuit Court.

10.3 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Design-Build Firm shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Build Firm, pending the final resolution of any dispute or disagreement between Design-Build Firm and Owner.

10.4 CONSEQUENTIAL DAMAGES.

10.4.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN- FIRM NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING. Consequential damages shall include, by way of example and without limitations, opportunity costs, loss of use of facilities or other assets, consequential damage claims of Sub-contractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 If the Work is defective, or Design-Build Firm fails to supply sufficient skilled workers, suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Design-Build Firm to stop Work, or any portion thereof, until the cause for such order has been eliminated. The Owner's right to stop Work, or any portion thereof, shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Design-Build Firm or any other party.

11.1.2 Owner may, without cause and for its convenience, order Design-Build Firm in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Build Firm is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner, if such suspension and/or stoppage is without cause or for Owner's convenience.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Build Firm persistently or repeatedly fails to (i) provide a sufficient number of skilled workers, supervisory personnel, (ii) supply the proper equipment and materials, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Build Firm that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Build Firm's receipt of such notice. If Design-Build Firm fails to cure, or reasonably commence to cure, such problem, then Owner may, but is in no way obligated to, give a second written notice to Design-Build Firm of its intent to terminate within an additional seven (7) day period. If Design-Build Firm, within either seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then

Owner may declare the Agreement terminated for default by providing written notice to Design-Build Firm of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Design-Build Firm shall not remove from the Site any materials, equipment, or tools that have been paid for by Owner pursuant to this Agreement, and Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Build Firm hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Build Firm shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. Design-Build Firm will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Build Firm shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Build Firm's default.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Build Firm's Right to Stop Work.

11.3.1 Design-Build Firm may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Build Firm's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Build Firm has the right to provide Owner with written notice that Design-Build Firm will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Build Firm's notice. If Owner does not cure the problem within such seven (7) day period, Design-Build Firm may stop the Work. In such case, Design-Build Firm shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Build Firm's Right to Terminate for Cause.

11.4.1 Design-Build Firm, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped, for more than sixty (60) consecutive days, or more than ninety (90) consecutive days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof; provided that such stoppages are not due to the acts or omissions of Design-Build Firm or anyone for whose acts Design-Build Firm may be responsible.

11.4.1.2 Owner's failure to provide Design-Build Firm with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Build Firm in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Build Firm has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Build Firm may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Build Firm may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Build Firm may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Build Firm shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Build Firm.

11.5.1 If either Owner or Design-Build Firm institutes or has instituted against it a case under the United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Build Firm to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 Electronic Data

12.1 Electronic Data.

The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Build Firm and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Build Firm shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither Party makes any representations or warranties to the other with respect to the

functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting Party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the Parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting Party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13 **Miscellaneous**

13.1 Confidential Information.

13.1.1 In accordance with the laws of the State of Florida, as applicable, Confidential Information is defined as information which is determined by the transmitting Party to be of a confidential or proprietary nature and: (i) the transmitting Party identifies it as either confidential or proprietary; (ii) the transmitting Party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving Party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

13.2 Assignment.

Neither Design-Build Firm nor Owner shall without the written consent of the other Party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

- 13.3 Successorship.**
Design-Build Firm and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 13.4 Governing Law and Venue.**
This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principals. Venue for any claim arising from this Agreement shall be in a state or federal court serving St. Johns County, FL.
- 13.5 Severability.**
If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 13.6 No Waiver.**
The delay or failure of either Design-Build Firm or Owner to exercise or enforce any its rights or remedies under the Contract Documents shall not constitute or be deemed a waiver of the Owner's or Design-Build Firm's rights thereafter to exercise or enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the Parties after the execution of the Agreement shall not be deemed a waiver or modification of the Agreement.
- 13.7 Headings.**
The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 13.8 Notice.**
Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by email.
- 13.9 Amendments.**
The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

DBIA Contract Document

#500-D2

Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

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Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 02	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: July 19, 2022
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of legal descriptions for the County to process identified temporary and permanent easements to perform the roadway construction, as provided in the Design-Build Firm's proposal dated May 5, 2023. This change order will add the required 45 consecutive calendar days required to complete the task plus the additional 84 days to extend the original preliminary agreement completion date.

Original Contract Price:	\$ 1,063,386.26
Net Change by Previous Change Order No(s): to:	\$ 2,143,646.33
This Change Order Increase/Decrease (attach breakdown):	\$ 15,241.00
New Contract Price:	\$ 3,222,273.59

Original Contract Completion Date:	February 15 2023
Adjustments by Change Order No(s) to:	0 (calendar days)
This Change Order Contract Time Increase/Decrease:	129 (calendar days)
Revised Completion Date:	June 24 2023

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL

By: [Signature]
 Printed Name: Jainie Locklear
 Title: Asst. Director, Purchasing & Contracts
 Date: 5/12/2023

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC

By: Julian Rozo Digitally signed by Julian Rozo
Date: 2023.05.11 20:59:01 -04'00'
 Printed Name: Julian Rozo
 Title: Manager
 Date: _____

ST JOHNS COUNTY

MAY 12 2023

PURCHASING



May 5, 2023

22710-003r

St. Johns County Public Works – Engineering Division
500 San Sebastian View
St. Augustine, FL 32084
Attn.: Doug Tarbox

Re.: Job Description: CR-210 Widening from Greenbriar Rd. to Cimarrone Blvd.
RFQ No.: 22-13
Contract No.: 22-MAS-SUP-16606
Easement Legal Descriptions

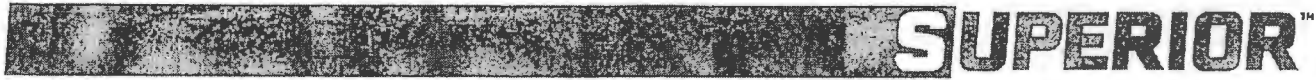
Mr. Tarbox,

The CR-210 Widening project requires several temporary and permanent easements to perform the roadway construction. Most of these easements are at intersections and/or driveways. DRMP can produce the legal descriptions for the County to process these easements.

The following easements are required:

Type	Station	Address	Name
Permanent	Western property line to 218+75	3785 COUNTY RD 210 W	TRUJILLO-CORTEZ, JOVANY
Permanent	220+60 to 221+18	PARCEL ID 0099510001	STONE CREEK HOMEOWNERS ASSOC
Temporary	220+90	PARCEL ID 0099510001	STONE CREEK HOMEOWNERS ASSOC
Temporary	193+34	4041 COUNTY RD 210 W	SASH BUSINESS GROUP LLC
Temporary	254+00	3450 W COUNTY RD 210	FAITH COMMUNITY CHURCH
Temporary	221+28 to 221+38	30 STONE CREEK CIR	STONE CREEK LANDING
Temporary	221+38 to 221+58	30 STONE CREEK CIR	STONE CREEK LANDING





Temporary	233+48 to 233+58	1865 S LANGUARD RD	SOUTH HAMPTON ASSOCIATION
Temporary	234+58 to 234+68	1865 S LANGUARD RD	SOUTH HAMPTON ASSOCIATION
Permanent	212+80 to property line to the east	4044 COUNTY RD 210 W	HELOW PROPERTIES LTD
Permanent	212+80 to property line to the east	3845 COUNTY RD 210 W	BICHLER, BRUCE WALKER

This service can be provided for the sum of \$15,241.00. Total number of consecutive calendar days for completion of this task is 45 days. Please find attached a cost worksheet and DRMP's fee for back up.

If you have any questions or concerns, feel free to contact me.

Sincerely,
 Superior Construction Company Southeast, LLC

Jeremy Andrews 

Jeremy Andrews, PE
 D/B Manager

Cc: 22710 File



Design-Build Change Order Form

Document No. 500-D2

Second Edition, 2010

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Washington, D.C.





Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: 01	Change Order Effective Date: (date when executed by both parties)
Project: Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard	Design-Build Firm's Project No:
	Date of Agreement: July 19, 2022
Owner: St. Johns County, FL	Design-Build Firm: SUPERIOR Construction Company Southeast, LLC

Scope of the Change: Addition of complete design services for development of the GMP Proposal, as provided in the Design-Build Firm's proposal dated August 31, 2022, which were previously excluded from the Preliminary Agreement to facilitate expedited commencement of services related to Early Works.

Original Contract Price:	\$ 1,063,386.26
Net Change by Previous Change Order No(s) to:	\$ 0.00
This Change Order Increase/Decrease (attach breakdown):	\$ 2,143,646.33
New Contract Price:	\$ 3,207,032.59

Original Contract Completion Date:	February 15 2023
Adjustments by Change Order No(s) to:	0 (calendar days)
This Change Order Contract Time Increase/Decrease:	0 (calendar days)
Revised Completion Date:	February 15 2023

By executing this Change Order, Owner and Design-Build Firm agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm*, (2010 Edition).

OWNER: St. Johns County, FL
 By: Jaime Locklear
 Printed Name: Jaime Locklear
 Title: Asst. Director, Purchasing & Contracts
 Date: 10/7/2022

DESIGN-BUILDER: SUPERIOR Construction Company SE, LLC
 By: Julian Rozo
 Printed Name: Manager
 Title: _____
 Date: _____

ST JOHNS COUNTY
 OCT 07 '22
 PURCHASING

Digitally signed by Julian Rozo
 Date: 2022.10.06 18:03:40 -04'00'

Superior Construction Company SE, LLC

7072 Business Park Blvd
 Jacksonville, FL 32256
 USA

Phone: 904-292-4240
 Fax: 904-292-2682

"SUPERIOR in Service, Quality, and Safety Since 1938!"

To: St. Johns County Address: St. Augustine, FL	Contact: Phone: Fax:
Project Name: St Johns County - CR 210 Widening Phase I Finish Project Location: Addendum #: 8	Bid Number: Bid Date: 8/4/2022

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CR-210 Widening Design	1.00	LS	\$1,936,293.68	\$1,936,293.68
SUPERIOR - Project Management	7.00	MO	\$23,082.89	\$161,580.23
Bond	1.00	LS	\$10,533.86	\$10,533.86
Insurances	1.00	LS	\$35,238.56	\$35,238.56

Total Bid Price: \$2,143,646.33

Notes:

- Certified Payroll will be provided if required by Owner.
- 5 days / week

Payment Terms:

Payment due within 30 days of date of Invoice, regardless of when payment is made by Owner

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Superior Construction Company SE, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeremy Andrews (904) 292-4240 JAndrews@superiorconstruction.com</p>
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ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: CR 210 Widening - Design-Build Project
 County: St. Johns County
 FPN: N/A
 FAP No.: N/A

Consultant Name: Ostris B Consulting, LLO
 Consultant No.: enter consultants prof. number
 Date: 8/26/2022
 Estimator: Walter Nemecek

Staff Classification	Total Staff Hours From Summary	Chief Engineer	Project Manager	Senior Engineer	Engineer	Engineering Intern	Senior Designer	Secretary/Clerical	0	0	0	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$242.00	\$287.38	\$234.44	\$151.25	\$105.88	\$151.25	\$75.63									
3. Project General and Project Common Tasks	555	0	222	83	111	58	0	83	0	0	0	0	0	0	555	\$112,250	\$202.26
4. Roadway Analysis	1,384	69	139	415	415	277	89	0	0	0	0	0	0	0	1,384	\$258,407	\$185.31
5. Roadway Plans	1,167	58	118	233	292	408	58	0	0	0	0	0	0	0	1,167	\$198,705	\$170.27
6a. Drainage Analysis	880	44	88	264	264	178	44	0	0	0	0	0	0	0	880	\$163,048	\$185.28
6b. Drainage Plans	524	28	53	105	131	183	28	0	0	0	0	0	0	0	524	\$89,260	\$170.34
7. Utilities	56	3	8	17	17	11	2	0	0	0	0	0	0	0	56	\$10,474	\$187.04
8. Environmental Permits and Env. Clearances	53	3	5	27	13	5	0	0	0	0	0	0	0	0	53	\$10,888	\$207.33
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	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	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	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	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	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	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	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	\$0	#DIV/0!
17. Structures - Retaining Walls	0	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	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	470	24	47	94	165	140	0	0	0	0	0	0	0	0	470	\$81,131	\$172.62
20. Signing & Pavement Marking Plans	169	8	16	32	48	59	0	0	0	0	0	0	0	0	169	\$27,119	\$170.56
21. Signalization Analysis	308	15	31	62	77	92	31	0	0	0	0	0	0	0	308	\$53,149	\$172.56
22. Signalization Plans	188	9	19	19	55	66	18	0	0	0	0	0	0	0	188	\$30,424	\$161.83
23. Lighting Analysis	148	7	17	44	37	43	0	0	0	0	0	0	0	0	148	\$27,044	\$182.73
24. Lighting Plans	68	3	7	13	20	23	0	0	0	0	0	0	0	0	68	\$11,245	\$170.39
25. Landscaps Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscaps Plans	0	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	\$0	#DIV/0!
28. Photogrammetry	0	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	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	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	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	278	14	28	83	55	69	27	0	0	0	0	0	0	0	278	\$50,801	\$183.34
34. Intelligent Transportation Systems Plans	108	5	11	32	22	27	11	0	0	0	0	0	0	0	108	\$19,723	\$182.62
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	477	24	48	95	143	167	0	0	0	0	0	0	0	0	477	\$81,183	\$170.20
Total Staff Hours	6,819	312	855	1,618	1,868	1,788	287	83	0	0	0	0	0	0	6,819		
Total Staff Cost		\$75,504.00	\$245,705.83	\$379,319.88	\$282,232.50	\$190,383.25	\$43,408.75	\$6,276.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,222,810.88	\$179.32

Survey Field Days by Subconsultant
 4 - Person Crew.

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

SALARY RELATED COSTS:			\$1,222,810.88
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCOM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	3.20%		\$39,129.95
Survey (Field - If by Prime)	0	4-person crew	\$ / day
Subtotal Estimated Fee:			\$1,261,940.83
Subconsultant: Censor			\$188,800.00
Subconsultant: DRMP			\$171,100.00
Subconsultant: ECS			\$21,700.00
Subconsultant: CES (Incl in EW)			\$0.00
Subconsultant: T2 (1/2 of effort)			\$18,388.00
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:			\$1,640,826.83
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$1,640,826.83
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$1,640,826.83

Project Activity 3: General Tasks

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature / Date
FDOT District		
Ostris 9		

NOTE: Signature Block is optional, per District preference

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	Newspaper notification
3.1.3	Preparing Mailing Lists	LS	1	8	8	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newspapers	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	40	40	2 project boards and 2 copies
3.1.10	Public Meeting Attendance/Followup	LS	1	64	64	4 staff X 6 hours + Virtual Meeting option (40 hours)
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					112	
3.2	Joint Project Agreements	EA	1	0	0	
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	24	24	
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	204	204	24 hours initial setup and 6 hours per month for 30 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	199	199	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	16	16	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1		0	
3. Project Common and Project General tasks Total					655	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	3	3	9	
Drainage	EA	4	2	8	
Utilities	EA	12	2	24	
Environmental	EA	2	3	6	
Structures	EA	0	2	0	
Signing & Pavement Marking	EA	0	2	0	
Signalization	EA	6	2	12	
Lighting	EA	5	2	10	
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	3	2	6	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	52	2	104	Every 1 week during design (12 months)
Phase Reviews	EA	2	2	4	
Field Reviews	EA	8	2	16	
Total Project Manager Meetings		97		199	Total P.M. Meeting Hours carries to task 3.6 above

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:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Osiris 9		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	2 Mainline typicals, 1 M&R Typical, 3 details - Hours included in plans
4.2	Pavement Type Selection Report	LS	1	.0	0	NA
4.3	Pavement Design Package	LS	1	4	4	Submittal to SJC
4.4	Cross-Slope Correction	LS	1	0	0	NA
4.5	Horizontal / Vertical Master Design Files	LS	1	625	625	2.5 miles X 300 hours per mile - 25% reduction due to previous project work
4.6	Access Management	LS	1	25	25	revised; update based on new design 10 hrs / mile
4.7	Roundabout Evaluation	LS	1	0	0	NA
4.8	Roundabout Final Design Analysis	LS	1	0	0	NA
4.9	Cross Section Design Files	LS	1	0	0	Under 3D Design
4.10	Temporary Traffic Control Plan Analysis	LS	1	250	250	
4.11	Master TTCP Design Files	LS	1	160	160	
4.12a	Selective Clearing and Grubbing of Existing Vegetation/Field Assessment	LS	1	0	0	Included in EW
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	NA
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	NA
4.13	Tree Disposition Plan	LS	1	0	0	NA
4.14	Design Variations and Exceptions	LS	1	0	0	NA
4.16	Design Report	LS	1	40	40	
4.16	Quantities for EQ Report	LS	1	16	16	
4.17	Cost Estimate	LS	1	0	0	NA
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
4.19	Other Roadway Analyses	LS	1	0	0	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
4.19a	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					1,120	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	48	48	2 staff X4 trips X6 hours
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	42	42	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	7%	78	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	56	
Roadway Analysis Nontechnical Subtotal					224	
4.26	Coordination	LS	%	3%	40	
4. Roadway Analysis Total					1384	

Technical Meetings	Units	No. of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number	
Typical Section	EA	0	0	0			0	
Pavement	EA	0	0	0			0	
Access Management	EA	0	0	0			0	
15% Line and Grade	EA	0	0	0			0	
Driveways	EA	0	0	0			0	
Local Governments (cities, counties, MPO)	EA	6	3	18	SJC Meetings	yes	3	
Work Zone Traffic Control	EA	0	0	0			0	
30/60/90/100% Comment Review Meetings	EA	0	0	0			0	
Other Meetings	EA	12	2	24	Monthly Progress Meetings (1 roadway staff)	no	0	
Subtotal Technical Meetings				42			Subtotal Project Manager Meetings	3
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--	
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--	
Total Meetings				42	Total Project Manager Meetings (carries to Tab 3)		3	

Caries to 4.22

Caries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature/Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	4	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	3	6	18	
5.2.2	Typical Section Details		EA	3	6	18	
5.3	General Notes/Pay Item Notes		Sheet	1	4	4	
5.4	Project Layout		Sheet	2	10	20	Includes Cross Section Pattern Lines & project control
5.5	Plan/Profile Sheet		Sheet	0	0	0	NA
5.6	Profile Sheet		Sheet	22	4	88	
5.7	Plan Sheet		Sheet	22	4	88	
5.8	Special Profile		Sheet	31	4	124	23 driveway connections and 8 curb return profiles
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	NA
5.10	Interchange Layout Sheet		Sheet	0	0	0	NA
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	NA
5.12	Intersection Layout Details		Sheet	0	0	0	NA
5.13	Special Details		EA	0	0	0	
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	NA
5.15	Roadway Soil Survey Sheets		Sheet	0	0	0	
5.16	Cross Sections		EA	0	0	0	Included in 3D
5.17	Temporary Traffic Control Plan Sheets		Sheet	46	6	276	2 major phases

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/Unit or Sheet	Total Hours	Comments
5.18	Temporary Traffic Control Cross Section Sheets		EA	100	1	100	50 Key Locations X 2 Phases
5.19	Temporary Traffic Control Detail Sheets		Sheet	4	12	48	4 Cross over sheets & 2 phases
5.20	Utility Adjustment Sheets		Sheet	23	10	230	SUE Information Included
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	Included in EW
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	Included in EW
5.22	Tree Disposition Sheets						NA
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	NA
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	NA
5.23	Project Control Sheets		Sheet	0	0	0	NA
5.24	Environmental Detail Sheets		Sheet	4	6	24	Updated wetland impact sheets
5.25	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	Included in Utility Adjustment Sheets
Roadway Plans Technical Subtotal						1042	
5.26	Quality Assurance/Quality Control		LS	%	7%	73	
5.27	Supervision		LS	%	5%	52	
5 Roadway Plans Total						1167	

Project Activity 6a: Drainage Analysis

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Osiris 9		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	4	14	56	4 hours to update existing drainage, 24 hours for post development = 14 hrs average
6a.2	Base Clearance Calculations	Per Location	4	16	64	4 key locations
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	1	6	6	
6a.5	Design of Ditches	Per Ditch Mile	4	15	60	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	2	40	80	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	NA
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	NA
6a.9	Design of Storm Drains	EA	150	2	300	
6a.10	Optional Culvert Material	EA	0	0	0	NA
6a.11	French Drain Systems	Per Cell	0	0	0	NA
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	NA
6a.12	Drainage Wells	EA	0	0	0	NA
6a.13	Drainage Design Documentation Report	LS	1	40	40	Calculations for WMD and SJC
6a.14	Bridge Hydraulic Report	EA	1	60	60	Update BHR

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	40	40	
6a.16	Quantities for EQ Report	LS	1	0	0	
6a.17	Cost Estimate	LS	1	0	0	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	
6a.19	Hydroplaning Analysis	LS	1	0	0	
6a.20	Existing Permit Analysis	LS	1	0	0	
6a.21	Other Drainage Analysis	LS	1	0	0	
6a.22	Noise Barrier Evaluation	LS	1	0	0	
Drainage Analysis Technical Subtotal					706	
6a.23	Field Reviews	LS	1	32	32	2staff X4 trips X4 hours
6a.24	Technical Meetings	LS	1	32	32	Meetings are listed below
6a.25	Environmental Look-Around (ELA) Meeting	LS	1	0	0	NA
6a.26	Quality Assurance/Quality Control	LS	%	7%	48	
6a.27	Independent Peer Review	LS	%	0%	0	
6a.28	Supervision	LS	%	5%	35	
Drainage Analysis Nontechnical Subtotal					148	
6a.29	Coordination	LS	%	3%	28	
6a: Drainage Analysis Total					880	

Technical Meetings	Units	No. of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	4	2	8		yes	4
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	12	2	24	Monthly Progress Meetings (1 roadway staff)		0
Subtotal Technical Meetings				32			4
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				32	Total Project Manager Meetings (carries to Tab 3)		4

Carries to 6a.24

Carries to Tab 3

6b. Drainage Plans

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	4	18	72	4 hours to update existing drainage, 32 hours for post development = 18 hrs average
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	1	16	16	Update with new bridge
6b.3	Drainage Structures		LS	1	300	300	2 hours each for plans and 3D
6b.4	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.5	Lateral Ditch Cross Sections		EA	0	0	0	
6b.6	Retention/Retention Ponds Detail Sheets		Sheet	2	24	48	Update geometry sheets
6b.7	Retention Pond Cross Sections		EA	24	1	24	
6b.3	Erosion Control Plan Sheets		Sheet	0	0	0	Included in EW Clearing and grubbing
6b.9	SWPPP Sheets		Sheet	4	2	8	Update sheets
Drainage Plans Technical Subtotal						7468	
6b.10	Quality Assurance/Quality Control		LS	%	7%	33	
6b.11	Supervision		LS	%	5%	23	
6. Drainage Plans Total						824	

Project Activity 7: Utilities

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	2	2	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	0	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	10	10	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	16	16	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	8	8	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (JWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
7. Utilities Total					56	

Project Activity 7: Utilities

Technical Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	2	2		yes	1
Preliminary Meeting (see 7.5)	EA	0	0	0			0
Individual UAO Meetings (see 7.6)	EA	0	0	0			0
Field Meetings (see 7.6)	EA	5	2	10		yes	5
Design Meeting (see 7.9)	EA	4	2	8			0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	6	2	12		yes	6
Total Meetings				32	Total Project Manager Meetings (carries to Tab 3)		12

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature /Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	0	0	
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	40	40	Modify Permit
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Prepare USCG Permit Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments		
8.12	Other Environmental Permits	LS	1	0	0			
Environmental Clearances/Reevaluations								
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)							
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0			
8.13.2	Archaeological and Historical Resources	LS	1	0	0			
8.13.3	Wetland Impact Analysis	LS	1	0	0			
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0			
8.13.5	Protected Species and Habitat Impact Analysis	LS	1	0	0			
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)							
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0			
8.14.2	Archaeological and Historical Resources	LS	1	0	0			
8.14.3	Wetland Impact Analysis	LS	1	0	0			
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0			
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0			
8.15	Contamination Impact Analysis	LS	1	0	0			
8.16	Asbestos Survey	LS	1	0	0			
Environmental Permits and Environmental Clearances/Reevaluations, Technical Subtotal					40			
8.17	Technical Meetings	LS	1	6	6	Meetings are listed below		
8.18	Quality Assurance/Quality Control	LS	%	7%	3			
8.19	Supervision	LS	%	5%	2			
Environmental Permits and Environmental Clearances, Nontechnical Subtotal					11			
8.20	Coordination	LS	%	3%	2			
8: Environmental Permits and Environmental Clearances Total					53			
Technical Meetings								
		Units	No. of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
WMD		EA	2	3	6		yes	2
NMFS		EA	0	0	0			0
USACE		EA	0	0	0			0
USCG		EA	0	0	0			0
USFWS		EA	0	0	0			0
FFWCC		EA	0	0	0			0
FDOT		EA	0	0	0			0
Other Meetings		EA	0	0	0			0
Subtotal Technical Meetings						Subtotal Project Manager Meetings		
Progress Meetings (if required by FDOT)		EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings		EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings:						Total Project Manager Meetings (carries to Tab 3)		2

Carries to 8.17

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature /Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

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	Signing and Pavement Marking Master Design File	LS	1	350	350	Update signing and marking plan for new typical section
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	Quantiles for EQ Report	LS	1	16	16	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					366	
19.11	Field Reviews	LS	1	16	16	
19.12	Technical Meetings	LS	1	30	30	
19.13	Quality Assurance/Quality Control	LS	%	7%	26	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	19	
Signing and Pavement Marking Analysis Nontechnical Subtotal					90	
19.6	Coordination	LS	%	3%	14	
19. Signing and Pavement Marking Analysis Total					470	

Technical Meetings	Units	No of Units	Hours/Unit	Total Hours	Comments	PM Attendance at Meeting Required	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/Units	Total Hours	Comments	
	Local Governments (cities, counties)	EA	2	3	6		0
	Other Meetings	EA	12	2	24	Monthly Progress Meetings (1 staff)	0
	Subtotal Technical Meetings				30		Subtotal Project Manager Meetings
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
	Total Meetings				30	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature/Date
FDOT District		
Osis 9		

NOTE: Signature Block is optional, per District preference

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	
20.2	General Notes/Pay Item Notes		Sheet	1	4	1	4	
20.3	Project Layout		Sheet	0	0	0	0	
20.4	Plan Sheet	40	Sheet	23	6	23	138	
20.5	Typical Details		EA	0	0		0	
20.6	Guide Sign Worksheets		EA	0	0		0	
20.7	Traffic Monitoring Site		EA	0	0		0	
20.8	Cross Sections		EA	0	0		0	
20.9	Special Service Point Details		EA	0	0		0	
20.10	Special Details		LS	1	0		0	
20.11	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						24	142	
20.12	Quality Assurance/Quality Control		LS	%	7%		10	
20.13	Supervision		LS	%	5%		7	
20. Signing and Pavement Marking Plans Total						24	159	

Project Activity 21: Signalization Analysis

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	N/A
21.2	Traffic Data Analysis	PI	4	5	20	Determine signal operational plan, intersection geometry, local signal timings, pre-emption phasing and timings, forecasting traffic, intersection analysis run, etc. per intersection. Assume 5 hours per intersection. Need to include Greenbrier Rd and Cimarrone Blvd in this effort for data evaluation.
21.3	Signal Warrant Study	LS	0	0	0	N/A
21.4	System Timings	LS	1	14	14	Analyze available counts to determine proper coordination timing plans including splits, force offs, offsets and preparation of phasing diagrams. 5 hours for first 2 intersections + 2 hours for the additional 2 intersections = 14 hours
21.5	Reference and Master Signalization Design File	PI	3	28	84	All efforts required per intersection for establishing the signal master design file to include reference files of topo, r/w, roadway, pavement markings, utilities files, etc. Effort would be 30 hours for the 2 intersections (Shearwater and Hampton Club Way) + 24 hours for the third (Cimarrone Blvd) = 84/3 = 28 hours per intersection.
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	Refer to ITS Analysis and ITS Plans
21.7	Overhead Street Name Sign Design	EA	15	2	30	Design overhead street name sign, lettering, description, street block numbers, and information to develop the layout of a sign. Anticipate needing 3 at Shearwater Pkwy, 6 at Hampton Club Way and 6 at Cimarrone Blvd = 15 EA.
21.8	Pole Elevation Analysis	LS	1	3	3	Includes effort to determine pole elevations at proposed pole locations. 2 + 1 = 3 hours.
21.9	Traffic Signal Operation Report	LS	1	30	30	Develop a Traffic Signal Operational Report.
21.10	Quantities for EQ Report	LS	1	28	28	Includes all work required to determine pay items and quantities. Based on 20 hours for first intersection + 4 hours for the next 2 intersections = 28 hours.
21.11	Cost Estimate	LS	1	10	10	Effort to complete cost estimating for 90% and Final Plans. 2 submittals * 5 hours
21.12	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	Not Anticipated.
21.13	Other Signalization Analysis	LS	1	12	12	Additional coordination effort and input to St. Johns County.
Signalization Analysis Technical Subtotal					234	
21.14	Field Reviews	LS	1	8	8	2 field meetings * 2 staff * 2 hour meetings
21.15	Technical Meetings	LS	1	32	32	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	7%	16	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	12	
Signalization Analysis Nontechnical Subtotal					68	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	3%	9	
21: Signalization Analysis Total					308	

Technical Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Traffic Operations	EA	0	0	0			0
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	2	4	8	2 meetings * 2 staff * 2 hours meeting	yes	2
Maintaining Agency (cities, counties)	EA	2	6	12	2 meetings * 2 staff * 3 hours meeting (including travel time) (90%, Final)	yes	2
Railroads	EA	0	0	0			0
Other Meetings	EA	4	2	8	Progress Mtg 4 meetings * 1 staff * 2 hours meeting	yes	2
Subtotal Technical Meetings				28			Subtotal Project Manager Meetings: 6
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	2	2	4	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				32			Total Project Manager Meetings (carries to Tab 3): 6

Carries to 21.15

Carries to Tab 3

Project Activity 22: Signalization Plans

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	5	1	5	Develop Key Sheet.
22.2	General Notes/Pay Item Notes		Sheet	1	4	1	4	Modify the existing general notes and pay item notes as provided by the Local Agency.
22.3	Plan Sheet		Sheet	6	5	6	30	Anticipate needing 6 sheets for the 3 Intersections.
22.4	Interconnect Plans		Sheet	0	0	0	0	N/A
22.5	Traffic Monitoring Site		EA	0	0	0	0	N/A
22.6	Guide Sign Worksheet		EA	1	15	4	15	Develop Guidesign worksheet for street names. 15 signs * 1 hour per sign. Will Require 4 sheets.
22.7	Special Details		Sheet	12	5	12	60	Anticipate needing 12 special detail sheets. 3 ped push buttons inset, 3 equipment details, and 1 mast arm assemblies data table, 5 standard detail sheets
22.8	Special Service Point Details		EA	0	0	0	0	N/A
22.9	Mast Arm/Monotube Tabulation Sheet		PI	2	3	1	6	Incorporating the schedule detail chart for steel mast arms in the plan set.
22.10	Strain Pole Schedule		PI	0	0	0	0	N/A
22.11	TTCP Signal		EA	2	16	1	32	TTC Plan. Temporary traffic details and plan sheet and typical development. Anticipate requiring 2 sheets. One for Shearwater and one for Cimarron
22.12	Temporary Detection Sheet		PI	0	0	0	0	N/A
22.13	Utility Conflict Sheet		Sheet	2	6	2	12	Shows soft-dig utility vertical and horizontal location, Mast arms, poles, etc. for 2 sheets.
22.14	Interim Standards		LS	1	4		4	For appropriate standard plans.
Signalization Plans Technical Subtotal						28	168	
22.15	Quality Assurance/Quality Control		LS	%	7%		12	
22.16	Supervision		LS	%	5%		8	
22. Signalization Plans Total						28	188	

Project Activity 23: Lighting Analysis

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report (LDAR)	LS	1	0	0	Prepare an LDAR. Three locations. 2 intersection + 1 bridge. 3 x 10 hours = 30 hours
23.3	Voltage Drop Calculations	EA	4	4	16	Voltage drop calculation for each circuit (typical service point has four branch circuits).
23.4	FDEP Coordination and Report	LS	0	0	0	N/A
23.5	Reference and Master Design Files	LS	1	54	54	Design lighting master design file to include all applicable reference files. This includes design and layout of proposed light poles, conductors and conduit runs, load center locations, pull box, service points, electrical service feed. 18 hours for the 3 locations = 54 hours
23.6	Temporary Highway Lighting	LS	0	0	0	N/A
23.7	Design Documentation	LS	1	8	8	Includes compiling and delivering project documentation.
23.8	Quantities for EQ Report	LS	1	22	22	Based on 20 hours for <= 8 proposed light poles, plus 0.5 hour for each additional pole. 20 hours + 4 * 0.5 = 22 hours
23.9	Cost Estimate	LS	1		0	Effort to complete cost estimating for 90% and Final Plans. 2 submittals * 5 hours
23.10	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	Not Anticipated.
23.11	Other Lighting Analysis	LS	1	0	0	
Lighting Analysis Technical Subtotal					100	
23.12	Field Reviews	LS	1	0	0	Completed with Signalization
23.13	Technical Meetings	LS	1	32	32	Meetings are listed below
23.14	Quality Assurance/Quality Control	LS	%	7%	7	
23.15	Independent Peer Review	LS	%	0%	0	
23.16	Supervision	LS	%	5%	5	
Lighting Analysis Nontechnical Subtotal					44	
23.17	Coordination	LS	%	3%	4	
23: Lighting Analysis Total					148	

Project Activity 23: Lighting Analysis

Technical Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	0	0			0
FDOT Traffic Design	EA	0	0	0			0
Power Company (service point coordination)	EA	3	4	12	3 meetings * 2 staff * 2 hours meeting	yes	3
Maintaining Agency (cities, counties)	EA	2	4	8	2 meetings * 2 staff * 2 hours meeting	yes	2
Airport authority	EA	0	0	0			0
FDEP Lighting (coast areas)	EA	0	0	0			0
Other Meetings	EA	4	2	8	Progress Mtg 4 meetings * 1 staff * 2 hours meeting		0
Subtotal Technical Meetings				28			
					Subtotal Project Manager Meetings		5
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	2	2	4	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				32	Total Project Manager Meetings (carries to Tab 3)		5

Carries to Tab 3

Carries to Tab 3

24. Lighting Plans

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature/Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	0	1	0	Include in set
24.2	General Notes/Pay Item Notes		Sheet	1	3	1	3	Modifying specific notes from notes provided by County.
24.3	Pole Data, Legend and Criteria		Sheet	1	16	1	16	Plan sheet showing general legend description, wind speed, uniformity ratios, develop pole data, pull station and offset of each pole and update pole descriptions. Anticipate 12 light poles.
24.4	Service Point Details		Sheet	0	0	0	0	N/A
24.5	Project Layout		Sheet	0	0	0	0	N/A
24.6	Plan Sheet		Sheet	3	4	3	12	Develop lighting plan sheets for the design. Anticipate needing 3 plan sheets.
24.7	Special Details		Sheet	2	12	2	24	Anticipate needing one special detail sheet.
24.8	Temporary Highway Lighting Detail Sheets		Sheet	0	0	0	0	N/A
24.9	Temporary Highway Lighting Plan Sheets		Sheet	0	0	0	0	N/A
24.10	Interim Standards		LS	1	4		4	For appropriate standard plans.
Lighting Plans Technical Subtotal							69	
24.11	Quality Assurance/Quality Control		LS	%	7%		4	
24.12	Supervision		LS	%	5%		3	
24. Lighting Plans Total							66	

33. ITS Analysis

Estimator:

CR 210 widening - Design-Build Project

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	64	64	Review existing ITS Infrastructure: 16 hours, Prepare System Engineering Master Plan 48 hours = 64 hours.
33.2	Communications Plan Analysis	LS	1	0	0	Covered in 33.10
33.3	Lightning Protection Analysis	Per Site	2	8	16	Complete lightning protection analysis for two intersection locations.
33.4	Power Subsystem	LS	1	0	0	N/A
33.5	Voltage Drop Calculations	LS	1	6	6	Complete voltage drop calculation for the ITS devices
33.6	Design Documentation	LS	1	24	24	Develop ConOps Report.
33.7	Existing ITS System	LS	1	0	0	Evaluated in 33.1 above. N/A.
33.8	Queue Analysis	PI	0	0	0	Not Required.
33.9	Reference and Master ITS Design File	PI	0	0	0	N/A. Covered under signalization.
33.10	Reference and Master Communications Design File	PI	4	20	80	All efforts required for establishing the communications master design file. Need signal interconnection at 4 locations.
33.11	Pole Elevation Analysis	LS	1	4	4	Includes effort to determine CCTV viewing range at proposed pole locations.
33.12	Sign Panel Design Analysis	LS	1	0	0	No DMS signs. Not Required.
33.13	Quantities for EQ Report	LS	1	24	24	Based on 24 hours for <= 6 proposed ITS installations.
33.14	Cost Estimate	LS	1	0	0	NA
33.15	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	Not Anticipated.
33.16	Other ITS Analyses	LS	1	0	0	Not Anticipated.
Intelligent Transportation Systems Analysis Technical Subtotal					218	

33. ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	0	0	Completed with Signalization
33.18	Technical Meetings	LS	1	24	24	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	7%	15	
33.20	Supervision	LS	%	5%	11	
Intelligent Transportation Systems Analysis Nontechnical Subtotal					50	
33.21	Coordination	LS	%	3%	8	
33. Intelligent Transportation Systems Analysis Total					276	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	2	4	8	2 meetings * 2 staff * 2 hours meeting	yes	2
Utility Owners	EA	1	4	4	1 meeting * 2 staff * 2 hours meeting	yes	1
Field Meetings	EA	0	0	0	Captured in Signals		0
Other Meetings	EA	4	2	8	Progress Mtg 4 meetings * 1 staff * 2 hours meeting		0
Subtotal Technical Meetings				20	Subtotal Project Manager Meetings		3
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	2	2	4	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				24	Total Project Manager Meetings (carries to Tab 3)		3

Carries to 33.18

Carries to Tab 3

34. ITS Plans

Estimator:

CR 210 widening - Design-Build Project
N/A

Representing	Print Name	Signature/Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	1	0	1	0	Included in plan set
34.2	General Notes/Pay Item Notes		Sheet	1	4	1	4	Modify the existing general notes and pay item notes as provided by the Local Agency.
34.3	Project Layout		Sheet	0	0	0	0	N/A
34.4	Typical and Special Details		Sheet	2	6	2	12	May include block diagrams, hub cabinets, wiring diagrams, solar power service, special mounting details.
34.5	Plan Sheet		Sheet	10	6	10	60	Develop plans sheets for ITS components.
34.6	ITS Communications Plans		Sheet	1	6	1	6	Develop communications flow diagram.
34.7	Fiber Optic Splice Diagrams		Sheet	2	5	2	10	Total 5 splice diagrams on 2 sheets are anticipated. 5 splice diagrams @ 2 hours each = 10 hours total.
34.8	Lightning Protection Plans		Sheet	0	0	0	0	N/A
34.9	Cross Sections		Sheet	0	0	0	0	N/A
34.10	Guide Sign Worksheets		Sheet	0	0	0	0	N/A
34.11	Special Service Point Details		Sheet	0	0	0	0	N/A
34.12	Strain Pole Schedule		Sheet	0	0	0	0	N/A
34.13	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	N/A
34.14	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	N/A
34.15	Temporary Traffic Control Plans		Sheet	0	0	0	0	N/A
34.16	Interim Standards		Sheet	1	4	0	4	For appropriate standard plans.
34.17	GIS Data and Asset Management Requirements		LS	1	0	0	0	Not required for County.

34. ITS Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Intelligent Transportation System Plans Technical Subtotal						17	96	
34.18	Quality Assurance/Quality Control		LS	%	7%		7	
34.19	Supervision		LS	%	5%		5	
34. Intelligent Transportation System Plans Total						17	108	

Project Activity 4: Roadway Analysis

Estimator:

CR 210 widening - Design-Build Project

NA

Representing	Print Name	Signature / Date
FDOT District		
Ostris 9		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	0	0	0	Included in 60%
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	2.5	80	200	Prepare new 3D model for entire corridor
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	2.5	20	50	
36.4	Final 3D Design Model	Alignment / Corridor Mile	2.5	16	40	
36.5	Cross Section Design Files	LS	1	125	125	
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
3D Modeling Technical Subtotal					415	
36.7	Quality Assurance/Quality Control	LS	%	7%	29	
36.8	Supervision	LS	%	5%	21	
36.9	Coordination	LS	%	3%	12	
3D Modeling Total					477	

Project Information Sheet

Financial Project Identification Number: RFQ NO. 22-13		Federal Aid Project Identification Number: NA		
Name of Prime / Subconsultant: CONSOR Engineers, LLC		County: St. Johns		
Project Description: DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CEMARRONE BOULEVARD				
Begin Milepost: _____	End Milepost: _____	Project Length: _____ Miles		
Number of Lanes: _____	Typical Section: _____ (Urban / Rural / Int.)	Lane Configuration: _____ (Divided / Undivided)		
Project Type: _____ (Minor / Major)	Access Management Classification: _____	Roadway Classification: _____ (NHS/FHHS/Off Sys.)		
CAP Level: _____	TTCP Level: _____	Survey Level: _____		
Design Variations: 1. _____	Design Exceptions: 1. _____			
2. _____	2. _____			
3. _____	3. _____			
4. _____	4. _____			
5. _____	5. _____			
Proposed Design Contract Time: _____ months/days	Date of Negotiation: _____	Context Classification: _____		
Project Activity	Estimated By		Negotiated By (name - firm)	
	Consultant	St. Johns County	Consultant	St. Johns County
3. Project Common to Project General Tasks	CONSOR	Enter name & office	Enter name & firm	Enter name & office
4. Roadway Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
5. Roadway Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
6a. Drainage Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
6b. Drainage Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
7. Utilities	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
8. Environmental Permits and Env. Clearances	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
9. Structures Summary	CONSOR	Enter name & office	Enter name & firm	Enter name & office
10. Structures - Bridge Development Report	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
11. Structures - Temporary Bridge	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
12. Structures - Short Span Concrete	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
13. Structures - Medium Span Concrete	CONSOR	Enter name & office	Enter name & firm	Enter name & office
14. Structures - Structural Steel	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
15. Structures - Segmental Concrete	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
16. Structures - Movable Span	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
17. Structures - Retaining Walls	CONSOR	Enter name & office	Enter name & firm	Enter name & office
18. Structures - Miscellaneous	CONSOR	Enter name & office	Enter name & firm	Enter name & office
19. Signing and Pavement Marking Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
20. Signing and Pavement Marking Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
21. Signalization Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
22. Signalization Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
23. Lighting Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
24. Lighting Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
25. Landscape Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
26. Landscape Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
27. Survey	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
28. Photogrammetry	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
29. Mapping	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
30. Terrestrial Mobile LIDAR	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
31. Architecture Development	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
32. Noise Barriers Impact Design Assessment	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
33. Intelligent Transportation Systems Analysis	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
34. Intelligent Transportation Systems Plans	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
35. Geotechnical	Enter name & firm	Enter name & office	Enter name & firm	Enter name & office
36. 3D Modeling	CONSOR	Enter name & office	Enter name & firm	Enter name & office

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:
County:
FPN:
FAP No.:

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD
St. Johns
RFQ NO. 22-13
NA

Consultant Name: CONSOR Engineers, LLC
Consultant No.: D220230FL
Date: 2/21/2022
Estimator: G. Howard / S. Radecki

Staff Classification	Total Staff Hours From "SH Surveyway Form"	Senior Engineer	Engineer	Engineer Intern	Senior Designer/CADD	Staff Classification 5	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
		\$240.00	\$167.00	\$110.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	21	11	0	4	0	0	0	0	0	0	0	0	0	21	\$3,902	\$180.10
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
9. Structures - Misc. Tasks, Drgs, Non-Tech.	278	128	84	42	27	0	0	0	0	0	0	0	0	278	\$50,328	\$180.39
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
13. Structures - Medium Span Concrete Bridge	598	120	239	150	89	0	0	0	0	0	0	0	0	598	\$80,528	\$151.38
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
17. Structures - Retaining Walls	40	8	18	14	2	0	0	0	0	0	0	0	0	40	\$6,002	\$152.30
18. Structures - Miscellaneous	104	21	42	38	5	0	0	0	0	0	0	0	0	104	\$16,884	\$162.73
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DN/CI
Total Staff Hours	1,042	288	387	248	123	0	0	0	0	0	0	0	0	1,042		
Total Staff Cost		\$68,640.00	\$58,824.00	\$27,080.00	\$12,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$166,824.00	\$160.10

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SUBTOTAL ESTIMATED FEE:					\$166,824.00
Survey (Field)	0	4-person crew	\$	/ day	\$0.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$166,824.00
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$166,824.00

Project Activity 3: General Tasks

Estimator: Christopher Howard, PE & Scott Radecki, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD

RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

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	None.
3.1.2	Notifications	LS	1	0	0	None.
3.1.3	Preparing Mailing Lists	LS	1	0	0	None.
3.1.4	Median Modification Letters	LS	1	0	0	None.
3.1.5	Driveway Modification Letters	LS	1	0	0	None.
3.1.6	Newsletters	LS	1	0	0	None.
3.1.7	Renderings and Fly Throughs	LS	1	0	0	None.
3.1.8	PowerPoint Presentation	LS	1	0	0	None.
3.1.9	Public Meeting Preparations	LS	1	0	0	None.
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	None.
3.1.11	Other Agency Meetings	LS	1	0	0	None.
3.1.12	Web Site	LS	1	0	0	None.
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	NA (Not Applicable)
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	None, prepared by Usiris.
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	NA
3.4	Contract Maintenance and Project Documentation	LS	1	18	18	Setup 12hrs and 1hr/mo. x 180days/30days/mo = 18hrs
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	NA
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	None.

Project Activity 3: General Tasks

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	NA - See separate fee proposal for post design services.
3.9	Digital Delivery	LS	1	3	3	Final signed and sealed digital delivery of plans, calculations, and load rating package.
3.10	Risk Assessment Workshop	LS	1	0	0	NA
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	NA
3.11.1	Aeronautical Evaluation	LS	1	0	0	NA
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	NA
3.13	Other Project General Tasks	LS	1	0	0	NA
3- Project Common and Project General Tasks Total					21	

3.6 - List of Project Manager Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	NA
Drainage	EA	0	0	0	NA
Utilities	EA	0	0	0	NA
Environmental	EA	0	0	0	NA
Structures	EA	0	0	0	NA
Signing & Pavement Marking	EA	0	0	0	NA
Signalization	EA	0	0	0	NA
Lighting	EA	0	0	0	NA
Landscape Architecture	EA	0	0	0	NA
Survey	EA	0	0	0	NA
Photogrammetry	EA	0	0	0	NA
ROW & Mapping	EA	0	0	0	NA
Terrestrial Mobile LIDAR	EA	0	0	0	NA
Architecture	EA	0	0	0	NA
Noise Barriers	EA	0	0	0	NA
ITS Analysis	EA	0	0	0	NA
Geotechnical	EA	0	0	0	NA
Progress Meetings	EA	0	0	0	NA
Phase Reviews	EA	0	0	0	NA
Field Reviews	EA	0	0	0	NA
Total Project Manager Meetings		0		0	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 6a: Drainage Analysis

Estimator: Melinda Fischl, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD

RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	NA
6a.2	Base Clearance Calculations	Per Location	0	0	0	NA
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	0	0	0	NA
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	NA
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	NA
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	NA
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	NA
6a.9	Design of Storm Drains	EA	0	0	0	NA
6a.10	Optional Culvert Material	EA	0	0	0	NA
6a.11	French Drain Systems	Per Cell	0	0	0	NA
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	NA
6a.12	Drainage Wells	EA	0	0	0	NA
6a.13	Drainage Design Documentation Report	LS	1	0	0	NA
6a.14	Bridge Hydraulic Report	EA	1	0	0	Osiris 9 to update and take professional responsibility for the Bridge Hydraulics Report (changes include: new low chord elevation for bridge, update spread calculations for smaller shoulder/bike lane, new report drawings for changes to channel/bridge limits, etc.) (Main Bridge, non-tidal, includes floodway involvement where FEMA "No Rise" is expected). Bridge Hydraulic Report updates not included in this fee proposal.

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	NA
6a.16	Quantities for EQ Report	Drainage Structures	0	Calculated Hours	0	NA
		Phase 2 Submittal		0		NA
6a.17	Cost Estimate	LS	1	0	0	NA
6a.18	Technical Special Provisions / Modified Special Provisions	LS	1	0	0	NA
6a.19	Hydroplaning Analysis	LS	1	0	0	NA
6a.20	Existing Permit Analysis	LS	1	0	0	NA
6a.21	Other Drainage Analysis	LS	1	0	0	NA
6a.22	Noise Barrier Evaluation	LS	1	0	0	NA
6a.23	Erosion Control Plan	Per Mile	0	0	0	NA
Drainage Analysis Technical Subtotal					0	
6a.24	Field Reviews	LS	1	0	0	NA
6a.25	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.26	Environmental Look-Around (ELA) Meeting	LS	0	0	0	NA
6a.27	Quality Assurance/Quality Control	LS	%	5%	0	
6a.28	Independent Peer Review	LS	%	0%	0	NA
6a.29	Supervision	LS	%	5%	0	
Drainage Analysis Nontechnical Subtotal					0	
6a.30	Coordination	LS	%	5%	0	
6a. Drainage Analysis Total					0	

Technical Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0	Meet with local floodplain manager for County		0
FDOT Drainage	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings							
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)		0

6b. Drainage Plans-CONSOR

6b. Drainage Plans Staff Hours									
Representing		Print Name			Signature / Date				
St. Johns County									
CONSOR Engineers, LLC									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	0.00		0	0	0	0	NA
6b.2	Bridge Hydraulic Recommendation Sheets	Bridges	0		0	0	0	0	Dist's 9 to update and take professional responsibility for the Bridge Hydraulic Recommendation Sheet. Bridge Hydraulic Recommendation Sheet updates not included in this fee proposal.
6b.3	Drainage Structures	Drainage Structures	0		0	0	0	0	NA
		Details	0		0	0	0	0	NA
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	NA
			0	Complex	0	0	0	0	NA
		Cross Section Alignments	0		0	0	0	0	NA
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	0	Standard	0	0	0	0	NA
			0	Complex	0	0	0	0	NA
		Cross Section Alignments	0		0	0	0	0	NA
6b.6	Erosion Control Plan	Length (Miles)	0.00		0	0	0	0	NA
6b.7	SWPPP				0	0	0	0	NA
Drainage Plans Technical Subtotal					0	0	0	0	
6b.8	Quality Assurance/Quality Control	%	0%		0	0	0	0	
6b.9	Supervision	%	11%		0	0	0	0	11% was used to add one hour for QA/QC since this form has a minimum 10 hours in line 6b.8.
6b. Drainage Plans Total					0	0	0	0	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings.

Estimator: Christopher Howard, PE & Scott Radecki, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD
RFQ NO. 22-13

Representing	Print Name	Signature/Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staff Hours				Comments				
			No. of Units	Hours per Unit	No. of Streets	Total					
General Drawings											
9.1	Key Sheet and Index of Drawings	Sheet	1	6	1	6	Structures component key sheet.				
9.2	Project Layout	Sheet	0	0	0	0	NA				
9.3	General Notes and Bid Item Notes	Sheet	1	16	1	16	Includes general notes, bid item notes				
9.4	Miscellaneous Common Details	Sheet	1	4	1	4	Signature Sheet				
9.5	Incorporate Report of Core Borings	Sheet	1	1	1	1					
9.6	Standard Plans- Bridges	LS	1	2		2					
9.7	Existing Bridge Plans	LS	1	4		4	Label & Incorporate existing bridge plans.				
9.8	Quantities for EQ Report	LS	1	16		16					
9.9	Cost Estimate	LS	1	0		0	NA				
9.10	Technical Special Provisions and Modified Special Provisions	LS	1	0		0	NA				
Structures Summary and Miscellaneous Tasks and Drawings						49					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	598	0	0	0	598	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									
10-16	Bridge 5	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	40								40	
18	Miscellaneous Structures	104									104
Structures Technical Subtotal		742	0	0	0	588	0	0	0	40	104
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	8	8	1 visits x 2 persons x 4 hrs/person					
9.12	Technical Meetings	LS	1	24	24	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	5%	40						
9.14	Independent Peer Review	LS	1	0	0	NA					
9.15	Supervision	LS	%	5%	40						
Structures Nontechnical Subtotal					112						
9.16	Coordination	LS	1	118	118	Rdwy (38 hrs); Utilities (16 hrs due to utilities on bridge underside); County (8 hrs); Geotech for Bridge and Gravity Walls (16 hrs); Bridge Hydraulics (8 hrs); Contractor (30 hrs); FDOT Bridge Maintenance for Bridge (2hrs)(Mast Arm numbers to be applied for by Osiris 9)					
9. Structures - Summary and Miscellaneous Tasks and Drawings					279						

Technical Meetings	Units	No. of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required	Number
BDR Coordination/Review	EA	0	0	0			0
90/100% Comment Review	EA	2	4	8	Response to County Review		0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	2	2	4	County Mig (assume 2 meetings) - Teams Mtg.		0
Utility Companies	EA	2	2	4	Utility attachment to bridge		0
Other Meetings	EA	4	2	8	Teams Mtgs w/Design-Build team (assume 4 mtgs.)		0
Subtotal Technical Meetings				24			0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				24	Total Project Manager Meetings (carries to Tab 3)		0

Project Activity 13: Structures- Medium Span Concrete

Estimator: Christopher Howard, PE & Scott Radecki, PE
 Bridge Identifier: CR 210 over Trout Creek

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD
 RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	16		16	2 separate bridges (same span lengths)
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	1- span bridge. One design for both bridges (same span lengths and typical section)
13.3	General Plan and Elevation	Sheet	1	32	1	32	1 sheet for plan & elevation view (both bridges)
13.4	Construction Staging	Sheet	1	16	1	16	Bridge construction sequence
13.5	Approach Slab Plan and Details	Sheet	1	16	1	16	Same details for both bridges; Add detail for 2% sidewalk slope.
13.6	Miscellaneous Details	Sheet	6	16	6	96	Slope Protection (2 sht); Utility hanger Details (1 sht); Load Rating Summary Sheet (2 shts); Vertical Utility Hanger Design for attaching utility pipe to underside of deck (16hrs)(All other utility design, utility joint design, utility restraint members, and utility forces to be restrained shall be provided by others).
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	4	6		24	4 end bents for 2 bridges. Utilities hung from bridge may require the need to shift beams for 4 different bent geometry.
13.8	Wingwall Design and Geometry	EA End Bent	2	4		8	2 different wingwall designs (2 different length wingwalls)
13.9	End Bent Structural Design	EA Design	1	30		30	One design for end bents at both bridges. Utilities hung from bridge may require the need to shift beams for different WB and EB end bents.
13.10	End Bent Plan and Elevation	Sheet	2	24	2	48	2 bridges. Double label for elevation at EB and WB end bents.
13.11	End Bent Details	Sheet	2	16	2	32	End bent cap sections, details, and elevations.
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	NA
13.13	Bent Stability Analysis	EA Design	0	0		0	NA
13.14	Bent Structural Design	EA Design	0	0		0	NA
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	NA
13.16	Bent Details	Sheet	0	0	0	0	NA
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	NA
13.18	Pier Stability Analysis	EA Design	0	0		0	NA

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
13.19	Pier Structural Design	EA Design	0	0		0	NA
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	NA
13.21	Pier Details	Sheet	0	0	0	0	NA
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	2	16	2	32	2 bridges, Foundation Layout (both bridges)(1 sh) & Pile Data Table (both bridges)(1 sh)
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	24		24	2 bridges (12 hrs x 2)
13.24	Finish Grade Elevations	Sheet	2	12	2	24	2 bridges, Plan and Bridge Typical Section (1 sh) & Table and Approach Slab Typical Section (1 sh)
13.25	Bridge Deck Design	EA Section	1	20		20	One design for both bridges; Add utility to deck design.
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	16		16	2 similar bridges
13.27	Diaphragm Design	EA Section	0	0		0	NA
13.28	Superstructure Plan	Sheet	1	16	1	16	One layout for both bridges
13.29	Superstructure Section	Sheet	1	24	1	24	Typical section for each bridge. Utilities hung from bridge may require the need to shift beams for 2 different typical sections.
13.30	Miscellaneous Superstructure Details	Sheet	3	16	3	48	Build-Up and Deflection Data Table; Stay-In-Place Forms Details; Thickened Slab End Details; Poured Expansion Joint Data Table; Beam Temporary Bracing Table & Notes.
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	1	12	1	12	2 similar bridges
Continuous Concrete Girder Design							
13.32	Section Properties	LS	1	0		0	NA
13.33	Material Properties	LS	1	0		0	NA
13.34	Construction Sequence	EA Unit	0	0		0	NA
13.35	Tendon Layouts	EA Unit	0	0		0	NA
13.36	Live Load Analysis	EA Unit	0	0		0	NA
13.37	Temperature Gradient	EA Unit	0	0		0	NA
13.38	Time Dependent Analysis	EA Unit	0	0		0	NA
13.39	Stress Summary	EA Unit	0	0		0	NA
13.40	Ultimate Moments	EA Unit	0	0		0	NA
13.41	Ultimate Shear	EA Unit	0	0		0	NA

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.42	Construction Loading	EA Unit	0	0		0	NA
13.43	Framing Plan	Sheet	0	0	0	0	NA
13.44	Girder Elevation, Including Grouting Plan and Vent Locations	Sheet	0	0	0	0	NA
13.45	Girder Details	Sheet	0	0	0	0	NA
13.46	Erection Sequence	Sheet	0	0	0	0	NA
13.47	Splice Details	Sheet	0	0	0	0	NA
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	NA
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	2	8		16	Interior & exterior beams - design covers both bridges
13.50	Prestressed Beam Schedules	Sheet	1	12	1	12	Similar bridges
13.51	Framing Plan	Sheet	0	0	0	0	NA. Included w/superstructure plan (Line 13.28)
Beam Stability							
13.52	Beam/girder stability	EA Unit	1	8		8	Similar bridges
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	1	8		8	Pad design. 1 typical span.
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	NA
Load Rating							
13.55	Load Ratings	Per Beam	2	8		16	Interior & Exterior Beam; Includes: Load Rating Package Preparation (Load Rating Summary Form, S&S of Summary Form, Narrative, Load Rating Calculations, Inclusion of Relevant Plan Sheets, Quick Check of Controlling Load Rating); Reviewing and Responding to Load Rating Comments from FDOT; Resubmitting S&S Load Rating, if required; As-built load rating letter.
13: Structures- Medium Span Concrete Bridge Total			24	8		596	

Project Activity 17: Retaining Walls

Estimator: Christopher Howard, PE & Scott Radecki, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD

RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
General Requirements							
17.1	Key Sheet	Sheet	0	0	0	0	NA. No separate component.
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	NA
Permanent/Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	0	0		0	NA
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	NA
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	NA
17.6	Details	Sheet	0	0	0	0	NA
Temporary/Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	NA
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	NA
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	NA
17.10	Details	Sheet	0	0	0	0	NA
Cast-In-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	NA
17.12	Vertical Wall Geometry	EA Wall	0	0		0	NA
17.13	General Notes	Sheet	0	0	0	0	NA
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	NA
17.15	Sections and Details	Sheet	0	0	0	0	NA
17.16	Reinforcing Bar List	Sheet	0	0	0	0	NA

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
Other Retaining Walls and Bulkheads							
17.17	Design	EA Design	0	0		0	NA - Gravity Wall design to be provided by the Geotechnical Engineer.
17.18	Vertical Wall Geometry	EA Wall	4	2		8	Gravity walls at each bridge quadrant within limits of approach slab (4 ea). Gravity Walls outside of bridge/approach slab limits not included in this fee proposal.
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	Included in Tab 9 line 9.3
17.20	Wall Plan and Elevations	Sheet	1	16	1	16	4 walls on 1 sheet. Elevation only.
17.21	Details	Sheet	1	16	1	16	Approach slab/barrier interface with gravity wall
Structures - Retaining Walls Total			6	32	2	32	

Project Activity 18: Miscellaneous Structures

Estimator: Christopher Howard, PE & Scott Radecki, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD
RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

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Task No.	Task	Unit	No. of Units	Hours/Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culverts							
18.1	Concrete Box Culverts	EA	0	0	0	0	NA
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	NA
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	NA
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	NA
Strain Poles							
18.5	Steel Strain Poles	Initial Config	0	0	0	0	NA
		EA Add'l Config	0	0	0	0	NA
18.6	Concrete Strain Poles	Initial Config	0	0	0	0	NA
		EA Add'l Config	0	0	0	0	NA
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	NA
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	NA
Mast Arms							
18.9	Mast Arms	EA Design	3	12	2	96	Assume 4 low-range (4 x 6 hrs/ea = 24 hrs); 4 mid-range (4 x 18hrs/ea = 72 hrs); total = 24 + 72 = 96 hrs (Temporary signalization designs are not included in this fee proposal.)
18.10	Mast Arms Data Table Plan Sheets	Sheet	2	4	2	8	6 mast arms per sheet
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	NA
Overhead/Cantilever Sign Structures							
18.12	Cantilever Sign Structures	EA Design	0	0	0	0	NA
18.13	Overhead Span Sign Structures	EA Design	0	0	0	0	NA
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0	0	0	NA
18.15	Monotube Overhead Sign Structure	EA Design	0	0	0	0	NA
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	NA
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	NA
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	NA
High Mast Lighting							
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0	0	0	NA
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	NA
Noise Barrier Walls (Ground Mount)							
18.21	Horizontal Wall Geometry	EA Wall	0	0	0	0	NA
18.22	Vertical Wall Geometry	EA Wall	0	0	0	0	NA
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	NA
18.24	Control Drawings	Sheet	0	0	0	0	NA
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0	0	0	NA
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0	0	0	NA
18.27	Aesthetic Details	LS	1	0	0	0	NA
Special Structures							
18.28	Fender System	LS	1	0	0	0	NA

Project Activity 18: Miscellaneous Structures

18.29	Fender System Access	LS	1	0		0	NA
18.30	Special Structures	LS	1	0		0	NA
18.31	Other Structures	LS	1	0		0	NA
Ancillary Structures Report:							
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	NA
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	NA
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	NA
18.35	Ancillary Structures Report	LS	1	0		0	NA
18. Structures - Miscellaneous Total			2	0	0	0	NA

Project Activity 4: Roadway Analysis

Estimator: Christopher Howard, PE & Scott Radecki, PE

DESIGN-BUILD SERVICES FOR CR-210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD
RFQ NO. 22-13

Representing	Print Name	Signature / Date
St. Johns County		
CONSOR Engineers, LLC		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	0	0	0	NA. No 3D model provided for the bridge.
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	0	0	0	NA. No 3D model provided for the bridge.
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	0	0	0	NA. No 3D model provided for the bridge.
36.4	Final 3D Design Model	Alignment / Corridor Mile	0	0	0	NA. No 3D model provided for the bridge.
36.5	Cross Section Design Files	LS	1	0	0	NA. No 3D model provided for the bridge.
36.6	Template and Assembly Development (Optional)	LS	1	0	0	NA. No 3D model provided for the bridge.
		3D Modeling Technical Subtotal			0	
36.7	Quality Assurance/Quality Control	LS	%	0%	0	NA. No 3D model provided for the bridge.
36.8	Supervision	LS	%	0%	0	NA. No 3D model provided for the bridge.
36.9	Coordination	LS	%	0%	0	NA. No 3D model provided for the bridge.
		3D Modeling Total			0	

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR210 from Greenbriar to Cimarrone Blvd
 County: St Johns
 FPN:
 FAP No.:

Consultant Name: DRMP
 Consultant No.: enter consultants proj. number
 Date: 8/17/2022
 Estimator: Bill Faust, PSM

Staff Classification	Total Staff Hours From "SH Summary Plan"	Project Manager	Senior Professional Surveyor and Mapper	Surveyor Project Manager	Surveyor in Training/Technician II	S.U.E. Project Manager	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$0.00	\$220.00	\$175.00	\$105.00	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. 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 Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	201	0	20	30	90	60	0	0	0	0	0	0	0	200	\$27,800	\$138.00
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!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	201	0	20	30	90	60	0	0	0	0	0	0	0	200		
Total Staff Cost		\$0.00	\$4,400.00	\$5,250.00	\$9,450.00	\$8,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$27,800.00	\$138.00

Check = \$27,800.00

SALARY RELATED COSTS:			\$27,800.00
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:			\$27,800.00
SUE (Field)	36	3-person crew	\$ 2,400.00 / day
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$118,060.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$118,060.00

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

*3. SUE crew base on 3 man 10 hour days

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: CR210 from Greenbriar to Cimarrone Blvd
 County: St Johns
 FPN:
 FAP No.:

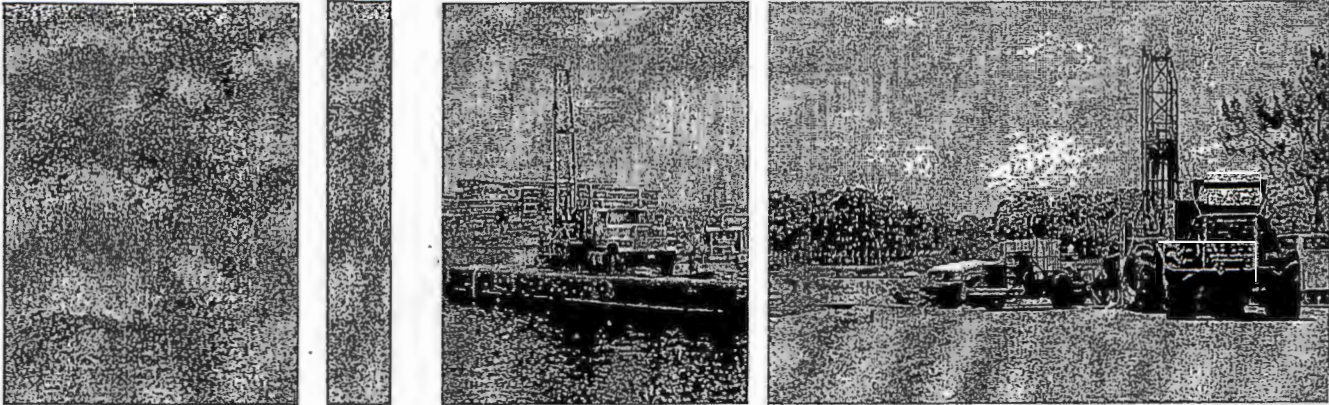
Consultant Name: DRMP
 Consultant No.: enter consultants proj. number
 Date: 8/17/2022
 Estimator: Bill Faust, PSM

Staff Classification	Total Staff Hours From "BH Summary Form"	Project Manager	Senior Professional Surveyor and Mapper	Surveyor Project Manager	Surveyor in Training/Technician II	S.U.E. Project Manager	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. 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 Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	104	0	10	42	52	0	0	0	0	0	0	0	0	104	\$15,010	\$144.33
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!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	104	0	10	42	52	0	0	0	0	0	0	0	0	104		
Total Staff Cost		\$0.00	\$2,200.00	\$7,350.00	\$5,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,010.00	\$144.33

Check = \$15,010.00

- Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.
 2. Survey crew based on 3 man 10 hour days

SALARY RELATED COSTS:			\$15,010.00
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:			\$15,010.00
Survey (Field)	19	3-person crew	\$ 2,000.00 / day
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$52,100.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$52,100.00



ECS Florida, LLC

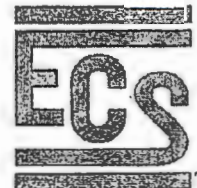
**Proposal for Subsurface Exploration and Geotechnical
Engineering Services**

County Road 210 Design-Build

County Road 210
St. Johns County, Florida

ECS Proposal Number 35:18906-GP

February 22, 2022





ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

February 22, 2022

Mr. Clint Capps, P.E.
Osiris 9
10199 Southside Boulevard
Suite 104
Jacksonville, Florida 32256

ECS Proposal No. 35:18906-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
County Road 210 Design-Build
County Road 210
St. Johns County, Florida

Dear Mr. Capps:

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 our correspondence, we understand County Road 210 will be widened between Cimmarone Boulevard and Greenbriar Boulevard. The widening area will include one bridge, one culvert, one stormwater pond, and the widening of the roadway. ECS previously performed a geotechnical exploration for the site (ECS Project No. 35:24556). The results of our previous explorations will be utilized, where appropriate.

We propose to perform auger borings along the roadway widening area with a spacing of approximately 500 feet to supplement the previously performed borings and further evaluate the groundwater depths. Additionally, we propose to further evaluate the soil and groundwater conditions within proposed Pond 100 for a drawdown analysis and/or berm stability analysis.

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
Roadway Alignment	26 Auger 9 Pavement Cores	6 1-2
Pond 100	1 SPT*	30

*Standard Penetration Test With 3 Horizontal Permeability Tests

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. General recommendations for pavement design.
7. 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 4-6 business days.
3. No maintenance of traffic (MOT) will be required to complete the borings; however, MOT will be required for the pavement cores.
4. The pavement cores can be performed during typical business hours and days.
5. 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 **\$21,700**. 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 five 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

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ECS FLORIDA, LLC

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

February 22, 2022

ECS FLORIDA, LLC

PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC

Project Name: County Road 210 Design-Build
Location: County Road 210, St. Johns County, Florida
Fee: \$21,700 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: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
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 FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT understands and warrants that it understands the limitations associated with Phase I ESAs.

- 11.0 **OWNERSHIP OF DOCUMENTS**
- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.
- 12.0 **SAFETY**
- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, dewatering, backfilling, blasting, or other construction activities.
- 13.0 **CONSTRUCTION TESTING AND REMEDIATION SERVICES**
- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.
- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' Inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."
- 15.0 **BILLINGS AND PAYMENTS**
- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an Invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 18.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 **DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers' compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS Insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 **LIMITATION OF LIABILITY**
- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 **INDEMNIFICATION**
- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of
- each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an Independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgment forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:
County:
FPH:
FAP No.:

St. Johns County - Design Build of CR210 from Greenleaf (Old CR210) to Cimarrone Blvd.
St. Johns
N/A
N/A

Consultant Name: CSSRIS9
Consultant No.:
Date: 8/17/2022
Estimator: Terry Crews

Staff Classification	Total Staff Hours From This Survey Fee*	SUR Chief Surveyor \$0.00	SUR Senior Surveyor \$0.00	SUR Project Surveyor \$0.00	SUR Survey/GIS/ITS \$0.00	Secretary/official \$77.04	Senior Utility Coordinator \$58.00	Staff Classification 7 \$0.00	Staff Classification 8 \$0.00	Staff Classification 9 \$0.00	Staff Classification 10 \$0.00	Staff Classification 11 \$0.00	Staff Classification 12 \$0.00	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
7. Utilities	118	0	0	0	0	5	113	0	0	0	0	0	0	118	\$8,704	SSA/B
8. Environmental Permits and Eas. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
16. Structures - Historic Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
32. Noise Barrier Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	RD/NV
Total Staff Hours	118	0	0	0	0	5	113	0	0	0	0	0	0	118		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$77.00	\$6,504.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,703.00	\$56.81

SALARY RELATED COSTS:		Check =	MCNLSF	\$6,703.00
OVERHEAD:	150.000%			\$10,054.50
OPERATING MARGIN:	20.000%			\$1,340.77
FCM (Facilities Capital Cost Markup):	0.100%			\$8.72
EXPENSES:	18.050%			\$1,277.00

- Notes:
1. This sheet is to be used by Subconsultant to calculate its fee.
2. Crew days are based on 8 hour days

NOTE: Hours/Fee for this estimate is associated with carrying UC Services through final design. The scope of labor/consultant reflected under Table 7, Utilities, represent full-scope of services for Utility Coordination. Completion of the full scope will be accommodated with a completion of the 1200 Early Works UC Scope Fee and the UC Services carrying through final design. Terry Crews, Project Manager (PM)

SURVEY EFFORT	0.00	Total Crew Days		
3 Person Survey Crew	0.00	Hours	\$ - /hour	\$0.00
		Total Survey Effort		\$0.00
DESIGNATING EFFORT	0.00	Total Crew Days		
3 Person Designating Crew	0.00	Hours	\$ - /hour	\$0.00
		Total Designating Effort		\$0.00
LOCATING EFFORT	0.00	Total Crew Days		
3 Person Locating Crew	0.00	Hours	\$ - /hour	\$0.00
Designating Truck	0.00	Hours	\$ - /hour	\$0.00
		Total Locating Effort		\$0.00
Maintenance Of Traffic	0	Total Crew Days		
8 Hour days	0	Hours	\$ - /hour	\$0.00
		Total MOT Effort		\$0.00

Subconsultant	\$1.00
SUBTOTAL ESTIMATED FEE:	\$19,389.28
SUBTOTAL ESTIMATED FEE:	\$19,389.28
Optional Services	\$0.00
GRAND TOTAL ESTIMATED FEE:	\$19,389.28

Standard Form of
Preliminary Agreement
Between Owner and
Design-Build Firm

Document No. 520

Second Edition, 2010

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Washington, D.C.



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Standard Form of Preliminary Agreement Between Owner and Design-Build Firm

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the 19th day of July in the year
of 2022, by and between the following parties, for services in connection with the Project identified below.

OWNER:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
ATTN: Assistant Director, Purchasing & Contracts

DESIGN-BUILD FIRM:

SUPERIOR Construction Company Southeast, LLC
7072 Business Park Blvd. N.
Jacksonville, FL 32256
ATTN: Bhavin Naik, Manager

PROJECT:

RFQ No. 22-13; Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Build Firm agree as set forth herein.

Article 1 **General**

1.1 Duty to Cooperate. Owner and Design-Build Firm commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm* (2010 Edition) ("General Conditions of Contract").

1.3 Contract Documents. The Contract Documents are the documents that shall govern the completion of the Project and shall be comprised of the following:

1.3.1 DBIA Document No: 520; Standard Form of Preliminary Agreement Between Owner and Design-Build Firm, as modified by the Parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties;

1.3.2 DBIA Document No: 535; Standard Form of General Conditions Between Owner and Design-Build Firm, as modified by the Parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties;

1.3.3 DBIA Document No: 530; Standard Form of Agreement Between Owner and Design-Build Firm – Cost Plus Fee with an Option for a Guaranteed Maximum Price, as modified by the Parties, together with all exhibits, addenda, amendments thereto, and change orders or other modifications executed by the Parties;

1.3.4 Request for Qualifications (RFQ) No: 22-13; Design-Build Services for CR 210 Widening from Greenbriar Road to Cimarrone Boulevard;

1.3.5 All Payment and Performance Bond(s) obtained and recorded by Design-Build Firm for the Project;

1.3.6 All Insurance Certificates required in accordance with this Agreement; and

1.3.7 Construction Documents prepared and approved in accordance with the Contract Documents.

Any document not identified above shall not be enforceable as a Contract Document, and does not form part of this Agreement. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above.

1.4 Interpretation and Intent. Design-Build Firm and Owner, prior to execution of this Agreement shall carefully review all Contract Documents, and shall discuss and resolve any identified conflicts or ambiguities prior to Owner's acceptance of the GMP Proposal, and precedent to execution of this Agreement.

The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of this Agreement, Design-Build Firm and Owner shall attempt to resolve any such ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 1.3 of this Agreement.

Article 2

Design-Build Firm's Services and Responsibilities

2.1 Design Services. Design-Build Firm shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Build Firm, or (ii) procured by Design-Build Firm from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services. Owner shall provide Design-Build Firm with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

2.3 Schematic Design Documents. Design-Build Firm shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Build Firm shall perform such agreed-upon revisions.

2.3.1 Upon execution of this Agreement, Design-Build Firm shall provide the design activities necessary to initiate and perform the Early Works as provided herein. The Owner and Design-Build Firm shall reach final agreement on all remaining design activities, the scope and fee for which shall be added to this Agreement via Change Order and executed by both Parties.

2.4 Early Works. Design-Build Firm shall satisfactorily perform all Early Works in accordance with the Contract Documents, which shall include, but may not be limited to: coordination of all required utility relocations, clearing and grubbing of agreed upon project area(s), mobilization, MOT, and erosion maintenance.

2.5 Proposal. Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Build Firm shall submit a proposal to Owner (the "Proposal"), which shall include the following unless the parties mutually agree otherwise:

2.5.1 a proposed contract price for the final design and construction of the Project, which price shall be in the form of a lump sum or the cost of the work plus a fee with an option for a Guaranteed Maximum Price ("GMP");

2.5.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.5.3 all other information necessary for the parties to enter into DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Build Firm - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying General Conditions of Contract, DBIA Document 535; and

2.5.4 the time limit for acceptance of the Proposal.

2.6 Submittal of Proposal. Design-Build Firm shall submit an initial Proposal upon achieving sixty percent (60%) design for the Project, and shall submit a final Proposal upon achieving eighty percent (80%) design for the Project, which shall be the Proposal considered by the Owner to initiate negotiations.

2.7 Review of Proposal. Design-Build Firm and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Build Firm of such comments or findings. If Design-Build Firm finds the revisions acceptable, Design-Build Firm shall, upon receipt of Owner's notice, adjust the Proposal.

2.8 Completion of This Agreement. Design-Build Firm's services under this Agreement shall be deemed completed upon acceptance by Owner and Design-Build Firm of the final Proposal after all negotiations and adjustments have been made.

2.9 Additional Services. Design-Build Firm shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Build Firm, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Build Firm. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Build Firm's submissions, in a timely manner so as not to delay or interfere with Design-Build Firm's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Build Firm with Owner's Project Criteria. If Owner desires that Design-Build Firm assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Build Firm with its objectives, limitations and other relevant information regarding the Project.

3.3 Owner Provided Information. Owner shall provide, at its own cost and expense, for Design-Build Firm's information and use, the following, all of which Design-Build Firm is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.3.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.3.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

3.3.4 A legal description of the Site;

3.3.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Build Firm to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Build Firm shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

4.2 Owner's Limited License. If Owner and Design-Build Firm are unable to enter into a contract for Design-Build Firm to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Build Firm, upon payment in full of the amounts due Design-Build Firm under this Agreement, grants Owner a limited license to use the Work Product in connection with the Owner's completion of the Project, and transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in those portions of the Work Product that are unique to the Project. Such grant and transfer is conditioned on the following:

4.2.1 In the event Owner modifies or makes use of the Work Product, or any portions thereof, on a project or projects not described in the Contract Documents, such use shall be at the Owner's sole discretion, liability and risk of the Owner. To the fullest extent permitted by law, and subject to the limitations of liability set forth in Section 768.28, Florida Statutes, Owner shall indemnify, defend and hold harmless the Design-Build Firm, subcontractors or subconsultants, anyone directly or indirectly employed by any of them, and their officers, directors, and employees, from and against any and all claims and losses, damages, liabilities, and expenses, including reasonable attorneys' fees and

expenses, arising out of or resulting from the Owner's use of the Work Product, or any portions thereof, without the Design-Build Firm's involvement or consent.

4.2.2 Owner shall not retain any ownership interest in preexisting work conceived or developed by the Design-Build Firm prior to its performance under this Agreement, or any work that is conceived or developed, but not unique to the Project as described in the Contract Documents. Any Work Product that Owner does not receive ownership interest in, it shall receive a nonexclusive license for the purposes of constructing, using, maintaining, altering, and adding to the Project.

4.2.3 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 the Contract Documents and the consummation of the transactions hereby contemplated.

Article 5 **Contract Time**

5.1 Commencement Date. Design-Build Firm shall commence performance of the services set forth in this Agreement within five (5) business days of Design-Build Firm's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Build Firm shall complete such services no later than one hundred eighty (180) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Article 6 **Contract Price**

6.1 Contract Price. The Contract Price for this Agreement is **One Million Sixty Three Thousand Three Hundred Eighty Six Dollars and Twenty Six Cents (\$1,063,386.26)**, as detailed in the Preliminary Design and Early Works Proposal dated June 27, 2022, attached hereto and incorporated herein.

6.1.1 The Owner and Design-Build Firm both agree to fully cooperate to negotiate the remaining design services required to reach eighty five percent (85%) design. Such negotiated price shall be added to this agreement via Change Order, approved and executed by both Parties.

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Build Firm for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

Article 7 **Procedure for Payment**

7.1 Payment. Design-Build Firm and Owner agree upon the following method for partial and final payment to Design-Build Firm for the services hereunder:

7.1.1 The Design-Build Firm's compensation is based upon the Design-Build Firm's adherence to the requirements provided in the Contract Documents. As such, the Design-Build Firm's compensation is dependent upon satisfactory completion and delivery of all Work Product and deliverables according to the prescribed schedule as provided in the Contract Documents.

- i. Design-Build Firm shall make all surveys necessary for determining all quantities of Work to be paid under this Agreement. Copies of field notes, computations and other records made by the Design-Build Firm for the purpose of determining quantities shall be furnished to the Owner upon request. Design-Build Firm shall notify the Owner prior to

the time such surveys are made. The Owner may, but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the Owner may consider appropriate for the class of work measured.

7.1.2 Prior to Design-Build Firm's submittal of the initial Application for Payment, Design-Build Firm shall have delivered the following documents. Owner shall not make any payment to Design-Build Firm until Design-Build Firm has provided the following:

- i. Project Schedule
- ii. Recorded Public Construction Bond
- iii. Insurance Certificates

7.1.3 On or before the tenth (10th) day of each calendar month, Design-Build Firm shall submit an Application for Payment to Owner in such form and manner and with such supporting data and content as Owner may require. Design-Build Firm shall not submit Application for Payment at intervals more than once a month, unless otherwise authorized by the Owner in writing. Such Application for Payment shall be based on the amount of Work done or completed during the payment period, which is defined as the period from the first day of the preceding month through the last day of the preceding month. Owner will review the Application for Payment and thereafter confirm to the Owner the amount properly owing the Design-Build Firm. Upon Owner's acceptance of the Application for Payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes), less such amounts, if any, otherwise owing by the Design-Build Firm to the Owner or which the Owner shall have the right to withhold. Any Applications for Payment determined by the Owner not to be suitable for payment shall be modified and processed in accordance with the Owner's assessment.

- i. Design-Build Firm shall submit with each Application for Payment to Owner an updated Project Schedule.
- ii. The Owner may require any other information from the Design-Build Firm that the Owner deems necessary to verify Design-Build Firm's Application for Payment.
- iii. Delivered, stored, or stockpiled materials may be included in an Application for Payment, provided Design-Build Firm meets the following conditions:
 - a. Materials are suitably and securely stored at the Jobsite or a bonded warehouse (acceptable to the Owner);
 - b. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials, and identifying this specific Project by name; and
 - c. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
 - d. Payments for such materials shall be at the sole discretion of the Owner, shall be based only upon the actual cost of the materials to Design-Build Firm, and shall not include any overhead and profit to Design-Build Firm.

7.1.4 Owner may decline to make payment, may withhold funds otherwise payable, and if necessary, may demand the return of some or all of the amounts previously paid to Design-Build Firm, if:

- i. Any Claims are made against Design-Build Firm by the Owner or third parties, including Claims for liquidated damages, or if reasonable evidence indicates the probability of the making of any such Claims;
- ii. Any Claims are made against the Owner, the Owner's property or any other party

indemnified hereunder which is or might be covered by Design-Build Firm's indemnification obligations under this Agreement;

- iii. Design-Build Firm fails to pay subcontractors or subconsultants or others in accordance with applicable subcontracts;
- iv. Design-Build Firm fails to submit schedules, reports, or other information required under this Agreement;
- v. Design-Build Firm fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
- vi. Design-Build Firm fails to fully and timely perform the Work in accordance with this Agreement;
- vii. Defective or nonconforming Work is not remedied; or
- viii. Design-Build Firm is in default of any other representation, warranty, covenant or performance obligation of this Agreement.

7.1.5 If Claims or liens filed against Design-Build Firm or property of the Owner connected with performance under this Agreement are not promptly removed by Design-Build Firm after receipt of written notice from the Owner to do so, the Owner may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Design-Build Firm. If the amount of such withheld payments or other monies due Design-Build Firm under this Agreement is insufficient to meet such cost, or if any Claim or lien against Design-Build Firm is discharged by the Owner after final payment is made, Design-Build Firm and its surety or sureties shall promptly pay the Owner all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

7.1.6 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between the Design-Build Firm and Owner, Design-Build Firm may demand in writing a meeting with and review by the Owner's Chief Procurement Officer. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Owner's Chief Procurement Office shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act.

7.1.7 The Owner may withhold from each payment made to Design-Build Firm, an amount not to exceed five percent (5%) of payment as retainage until final acceptance of the Work in accordance with Section 255.078, Florida Statutes. Any interest earned on retainage shall accrue to benefit the Owner. The Owner shall make prompt payment to Design-Build Firm, unless in accordance with Section 255.078(6), Florida Statutes, such funds are the subject of a good faith dispute, claim or demand by the Owner or Design-Build Firm.

7.1.8 Each Application for Payment shall be signed by the Design-Build Firm and shall constitute Design-Build Firm's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Agreement, and that Design-Build Firm knows of no reason why payment should not be made as requested. The signature of the Design-Build Firm's authorized representative on the submitted Application for Payment shall constitute the Design-Build Firm's certification to Owner that:

- i. Design-Build Firm has billed the Owner for all services rendered by it and any of its consultants or sub-consultants through the date of the Application for Payment except for any currently pending disputes or for amounts due under this Agreement which have not been fully identified or quantified;
- ii. As of the date of the Application for Payment, no other outstanding amounts are due from the Owner to the Design-Build Firm for services rendered except as noted in the

Application for Payment; or except for any currently pending disputes or for amounts due under this Agreement which have not been fully identified or quantified;

- iii. The reimbursable expenses, if any, have been reasonably incurred; and
- iv. The amount requested is currently due and owing.

7.1.9 Design-Build Firm must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Build Firm, within ten (10) business days after receipt of each payment from the Owner. Owner shall have the right, at its sole option, to make payment by joint check or by direct check to Design-Build Firm's subcontractors or suppliers without advance notice to or consent of the Design-Build Firm. If joint checks are issued following claims by Design-Build Firm's subcontractors or suppliers, Owner shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a subcontractor or supplier will be deducted from payments made to, or amounts due, or that may become due to Design-Build Firm. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

7.1.10 No payment, nor any use or occupancy of the Project by the Owner shall be interpreted to constitute approval or acceptance of any Work under this Agreement, nor be considered a waiver by Design-Build Firm of any of the terms of this Agreement.

7.1.11 The Design-Build Firm's acceptance of Owner's payment of any Application for Payment, or portion thereof, shall release the Owner from any claim by the Design-Build Firm, or by the Design-Build Firm's subcontractors or subconsultants, for work performed but not invoiced during the time period indicated on the Application for Payment for which payment was issued or except for any currently pending disputes or for amounts due under this Agreement which have not been fully identified or quantified.

7.1.12 Unless otherwise notified, Applications for Payment must be delivered to:

St. Johns County Public Works – Engineering Division
2750 Industry Center Road
St. Augustine, FL 32084

7.1.13 The Owner's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The Owner shall promptly notify the Design-Build Firm if the necessary appropriation is not made.

7.2 Interest. Payments due and unpaid by Owner to Design-Build Firm shall bear interest in accordance with the provisions of the Florida Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

Article 8 **Other Provisions**

8.1 Initial Dispute Resolution. The Parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the Parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the Parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to the Construction Industry Mediation Rules then in effect.

8.2 Entire Agreement: The Contract Documents enumerated in Article 1.3 herein forms the entire agreement and understanding between the Owner and Design-Build Firm, supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

8.3 Other Provisions. Other provisions, if any, are as follows:

8.4 Truth-In-Negotiation Certificate. The signing of this Agreement by the Design-Build Firm 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 Owner 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 this Agreement.

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

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

The Design-Build Firm 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 Design-Build Firm's performance under this Agreement.

8.7 Availability of Funds. The Owner's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of Commissioners ("Board"). Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriated in the Owner's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board 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 Design-Build Firm cannot demand that the Owner provide any such funds in any given County Fiscal Year.

8.8 Insurance. All insurance policies shall be satisfactory to the Owner and be issued by companies authorized and duly licensed to transact business in the State of Florida. Owner shall furnish proof of insurance to the Owner prior to execution of this Agreement. No Work shall commence under this Agreement until Design-Build Firm has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Design-Build Firm has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) business days written notice shall be provided to the Owner prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the Owner within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under this Agreement do not in any way limit the liability of Design-Build Firm including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Design-Build Firm may have to the Owner or others. Nothing in this Agreement limits Design-Build Firm to the minimum required insurance coverages found in this Section.

Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Design-Build Firm shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

Design-Build Firm shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Agreement or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Design-Build Firm shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Design-Build Firm shall procure and maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. Design-Build Firm shall procure and maintain a four (4) year tail coverage, upon cancellation, or inability to continue the Professional Liability Insurance required herein. Design-Build Firm shall also require any and all licensed professional subconsultants to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement.

8.9 Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Owner and Design-Build Firm and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Owner and Design-Build Firm, any right, remedy, or Claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon Owner and Design-Build Firm.

8.10 Remedies. No remedy herein conferred upon any Party is intended to be exclusive, and any/all remedies shall be cumulative and shall be in addition to any/all other remedies given hereunder or hereafter existing by 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 attorneys' fees.

8.11 Conflict of Interest. The Design-Build Firm 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 Design-Build Firm further represents that no person having any interest shall be employed for said performance.

The Design-Build Firm shall promptly notify the Owner, 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 Design-Build Firm'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 Design-Build Firm may undertake and request an opinion of the Owner, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Design-Build Firm.

The Owner agrees to notify the Design-Build Firm of its opinion by certified mail within thirty (30) calendar days of receipt of notification by the Design-Build Firm. If, in the opinion of the Owner, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Design-Build Firm, the Owner shall so state in the notification and the Design-Build Firm 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 Owner by the Design-Build Firm under the terms of this Agreement.

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

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

In the event events reasonably beyond the Design-Build Firm's control and without its fault or negligence cause a delay in the Design-Build Firm's performance of the project, Design-Build Firm shall submit documentation of such delay to Owner within ten (10) business days of the event causing the delay. Upon the Design-Build Firm's request, the Owner shall consider the facts and extent of any delay in performing the work and, if the Design-Build Firm'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 Owner's right to change, terminate, or stop any or all of the Work at any time.

8.13 Independent Relationship. The Design-Build Firm 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 Owner. 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 Design-Build Firm's sole direction, supervision, and control.

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

8.14 Contingent Fees. Pursuant to Section 287.055(6), Florida Statutes, the Design-Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Firm 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 Design-Build Firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

8.15 Access and Audits. The Design-Build Firm shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least six (6) years after completion of the project. The Owner 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 Owner's cost, upon fourteen (14) consecutive calendar days' written notice, provided that in the event the Owner requires access to such books records, and documents in order to comply with an audit conducted by a state or federal agency, and such audit requires a response period of less than fourteen (14) calendar days, the Design-Build Firm shall provide access to said books, records, and documents within the time required by the state or federal audit.

8.16 Nondiscrimination. The Design-Build Firm 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.

8.17 Employment Eligibility and Mandatory Use of E-Verify. As a condition precedent to entering into this Agreement, and in accordance with section 448.095, Florida Statutes., Design-Build Firm and its subconsultants and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Design-Build Firm shall require each of its subcontractors to provide Design-Build Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design-Build Firm shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The Owner, Design-Build Firm, or any subconsultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The Owner, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design-Build Firm otherwise complied, shall promptly notify Design-Build Firm and Design-Build Firm shall immediately terminate the contract with the subcontractor.
- d. The Owner and Design-Build Firm hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Design-Build Firm acknowledges that, in the event that the Owner terminates this Agreement for Design-Build Firm's breach of these provisions regarding employment eligibility, then Design-Build Firm may not be awarded a public contract for at least one (1) year after such termination. Design-Build Firm further acknowledges that Design-Build Firm is liable for any additional costs incurred by the Owner as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Design-Build Firm shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

8.18 Notices. All required notices related to the project, under the Contract Documents, shall be sent, by certified mail, return receipt requested, with a copy via email to:

Owner: St. Johns County, FL
Purchasing Division
Attn: Assistant Director, Purchasing & Contracts
500 San Sebastian View
St. Augustine, FL 32084
Email: jllocklear@sjcfl.us

with a Copy to: St. Johns County, FL
Office of the County Attorney
Attn: County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email: dmigut@sjcfl.us

Design-Build Firm: SUPERIOR Construction Company Southeast, LLC
Attn: Brian McGarity
7072 Business Park Blvd. N.
Jacksonville, FL 32256
Email: bmcgarity@superiorconstruction.com

8.19 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 Design-Build Firm's performance under this Agreement constitutes an act on behalf of the Owner, Design-Build Firm shall comply with all requirements of Florida's public records law. Specifically, if Design-Build Firm is expressly authorized, and acts on behalf of the Owner under this Agreement, Design-Build Firm shall:
 - i. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services;
 - ii. Upon request from the Owner's custodian of public records, provide the Owner 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;
 - iii. 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 Design-Build Firm does not transfer the records to the Owner; and
 - iv. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Design-Build Firm or keep and maintain public records required by the Owner to perform the Work.
- c. If the Design-Build Firm transfers all public records to the Owner upon completion of this Agreement, the Design-Build Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Build Firm keeps and maintains public records upon completion of this Agreement, the Design-Build Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the Owner's information technology systems.
- d. Failure by the Design-Build Firm to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the Owner.

IF THE DESIGN-BUILD FIRM 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, Phone: (904) 209-0805; Email: publicrecords@sjcfl.us

8.20 Use of Owner Logo. Pursuant to, and consistent with St. Johns County Ordinance 92-2 and St. Johns County Administrative Policy 101.3, the Design-Build Firm may not manufacture, use, display, or otherwise use any facsimile or reproduction of the Owner's Seal/Logo without express written approval of the Board.

8.21 Compliance with Applicable Laws. The Design-Build Firm shall comply with all applicable federal, state, and local laws, rules, regulations, orders, and policies in its performance under this Agreement.

8.22 Notice to Sureties. The Design-Build Firm shall notify and obtain the timely consent and approval of Design-Build Firm's surety with reference to all Change Orders if such notice, consent or approval is required by Design-Build Firm's surety or by law. Design-Build Firm represents and warrants to Owner that Design-Build Firm is solely liable and responsible to so notify and obtain any such consent or approval.

8.23 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.

8.24 Waiver; Course of Dealing. The delay or failure by the Owner to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the Owner's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the Parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement.

8.25 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

8.26 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The Parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a Owner-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the Party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a Owner approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

8.26 Payment and Performance Bonds. The Design-Build Firm shall execute and furnish to the Owner, a recorded Payment and Performance Bond in accordance with the provisions of Section 255.05 and 287.0935, Florida Statutes, in an amount no less than the Contract Price. Such Payment and Performance Bond shall be conditioned upon the successful completion of all the work, labor, services, equipment and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. Said bond shall be subject to the approval of the Board of County Commissioners of St. Johns County, Florida. In accordance with Section 255.05, Florida Statutes, the Owner may not make a payment to Design-Build Firm until Design-Build Firm has provided the Owner the recorded bond(s).

8.27 Equal Employment Opportunity. During the performance of this Agreement, Design-Build Firm agrees as follows:

Design-Build Firm will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Design-Build Firm will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Design-Build Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Design-Build Firm will, in all solicitations or advertisements for employees placed for, by, or on behalf of Design-Build Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

Design-Build Firm will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Design-Build Firm's legal duty to furnish information.

Design-Build Firm will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the

labor union or workers' representative of Design-Build Firm's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Design-Build Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Design-Build Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Design-Build Firm's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Design-Build Firm may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Design-Build Firm will include the provisions of paragraphs 13.15.1 through 13.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor, subconsultant or vendor. Design-Build Firm will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Design-Build Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Design-Build Firm may request the United States to enter into such litigation to protect the interest of the United States.

8.28 Anti-Bribery

Design-Build Firm and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Design-Build Firm represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Design-Build Firm shall immediately notify the County of any violation (or alleged violation) of this provision.

8.29 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

Design-Build Firm warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Design-Build Firm shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Design-Build Firm certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria; and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Design-Build Firm to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Design-Build Firm is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

In executing this Agreement, Owner and Design-Build Firm each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

St. Johns County, FL
(Name of Owner)

James T. Locklear
(Signature)

James T. Locklear
(Printed Name)

Asst. Director, Purchasing & Contracts
(Title)

Date: 7/19/2022

DESIGN-BUILD FIRM:

SUPERIOR Construction Company Southeast, LLC
(Name of Design-Build Firm)

Julian Rozo Digitally signed by Julian Rozo
Date: 2022.07.15 17:22:42 -04'00'
(Signature)

Julian Rozo
(Printed Name)

Manager
(Title)

Date: _____

LEGALLY SUFFICIENT

[Signature]
Name 7/22/22

Caution: ~~You~~ should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

Attest:

St. Johns County, FL
Clerk of Courts

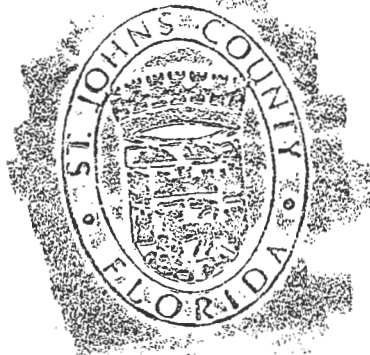
By: Crystal Smith
(Deputy clerk)

7/19/2022
(Date of Execution)

ST JOHNS COUNTY

JUL 18 '22

PURCHASING



Superior Construction Company SE, LLC

7072 Business Park Blvd
 Jacksonville, FL 32256
 USA

Phone: 904-292-4240
 Fax: 904-292-2682

"SUPERIOR In Service, Quality, and Safety Since 1938!"

To: St. Johns County	Contact:
Address: St. Augustine, FL	Phone:
	Fax:
Project Name: St Johns County - CR 210 Widening Phase I EW	Bid Number:
Project Location:	Bid Date: 2/24/2022
Addendum #: 8	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Design

Phase 1 - Early Works

CR-210 Widening Design	1.00	LS	\$220,608.26	\$220,608.26
SUPERIOR - Project Management	2.00	MO	\$21,304.50	\$42,609.00

Total Price for above Phase 1 - Early Works Items: \$263,217.26

Total Price for above Design Items: \$263,217.26

Construction

Phase 1 - Early Works

CLEARING & GRUBBING	1.00	LS	\$280,000.00	\$280,000.00
MOBILIZATION - Early Works	1.00	LS	\$265,098.30	\$265,098.30
MOT / EROSION MAINTENANCE	5.00	MO	\$30,000.00	\$150,000.00
WORK ZONE SIGN	7,820.00	DY	\$0.25	\$1,955.00
TEMPORARY BARRICADE- TYPES I, II, DI, VP, DRUM, OR LCD	91,494.00	DY	\$0.25	\$22,873.50
BARRICADE, TEMPORARY, TYPE III, 6'	1,564.00	DY	\$0.30	\$469.20
PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	14.00	DY	\$15.00	\$210.00
SEDIMENT BARRIER	28,172.00	LF	\$2.00	\$56,344.00
FLOATING TURBIDITY BARRIER	244.00	LF	\$15.00	\$3,660.00
STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	764.00	LF	\$6.00	\$4,584.00
SOIL TRACKING PREVENTION DEVICE	2.00	EACH	\$5,000.00	\$10,000.00
LITTER REMOVAL	97.00	ACRE	\$25.00	\$2,425.00
MOWING	51.00	ACRE	\$50.00	\$2,550.00

Total Price for above Phase 1 - Early Works Items: \$800,169.00

Total Price for above Construction Items: \$800,169.00

Total Bid Price: \$1,063,386.26

Notes:

- Certified Payroll will be provided if required by Owner.
- 5 days / week

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Superior Construction Company SE, LLC Authorized Signature: _____ Estimator: Jeremy Andrews (904) 292-4240 JAndrews@superiorconstruction.com
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SUPERIOR CONSTRUCTION SOUTHEAST

PRECONSTRUCTION SERVICES FOR EARLY WORKS DEVELOPMENT	MAN HOURS	TOTAL COST
Design Build Management	177	\$ 28,497.00
Bi Weekly Meetings w/ St. Johns County (4 mtg, 3 hr, 3 staff)	36	\$ 5,292.00
Bi Weekly Meetings w/ Osiris 9 (4 mtg, 3 hr, 3 staff)	36	\$ 5,292.00
Kick Off, MOT, Utility, Etc Meetings (2 mtg, 4 hr, 3 staff)	24	\$ 3,528.00
GMP Development	0	
		\$ 42,609.00
STAFF POSITION TITLE	NAME OF STAFF MEMBER	Hourly Billing Rate \$
VP of Preconstruction	Bobby Naik	\$ 204.00
Division Manager	Brian McGarity	\$ 147.00
Design-Construction Integration Manager	David Nardon	\$ 147.00
Design Build Manager / LEAD Estimator	Jeremy Andrews	\$ 147.00
Roadway Estimator Sr.	TBD	\$ 110.00
Structural Estimator Jr.	TBD	\$ 102.00
Structural Estimator Sr.	TBD	\$ 126.00
Structural Estimator Jr.	TBD	\$ 110.00
Lighting / Signs / Subcontractor Estimator	TBD	\$ 93.00
Agtek Specialist (3D Take Off)	TBD	\$ 65.00
Project Scheduler	TBD	\$ 110.00
Documents Control	TBD	\$ 60.00
SMWBE Compliance	TBD	\$ 60.00

CR 210 Design Build From Greenbriar Road to Cimarrone Blvd

Prime Consultant Design Activities

Osiris 9 Consulting

Fees Hours

	Early Works EW		
Project Management - Project Setup/ Kickoff and Initial Progressive Design Meetings (4 mtgs, 4 hrs, 3 staff)	\$25,420	\$25,420	124
Roadway - Early Works Submittal and Review (Clearing and Grubbing Plans, Erosion Control Plans, Temporary Traffic Control Plans)	\$86,016	\$86,016	512
Total Fees (Osiris9)	\$111,436	\$111,436	636
Total Expenses			
Expenses	\$2,786	\$2,786	
Osiris 9 Total	\$114,222	\$114,222	

Sub Consultant Activities

<i>Environmental Evaluation and Permitting (CES) - (Including Gopher Tortoise Relocations - Limiting Amount)</i>	\$87,000	\$87,000	NA
<i>Utility Coordination (T2) (Initial Meetings - Limiting Amount)</i>	\$21,600	\$21,600	120
Sub Consultant Total	\$108,600	\$108,600	
Project Total		\$222,822	



Proposed Design Schedule

RFQ NO. 22-13 | DESIGN-BUILD SERVICES FOR CR 210 WIDENING
FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD

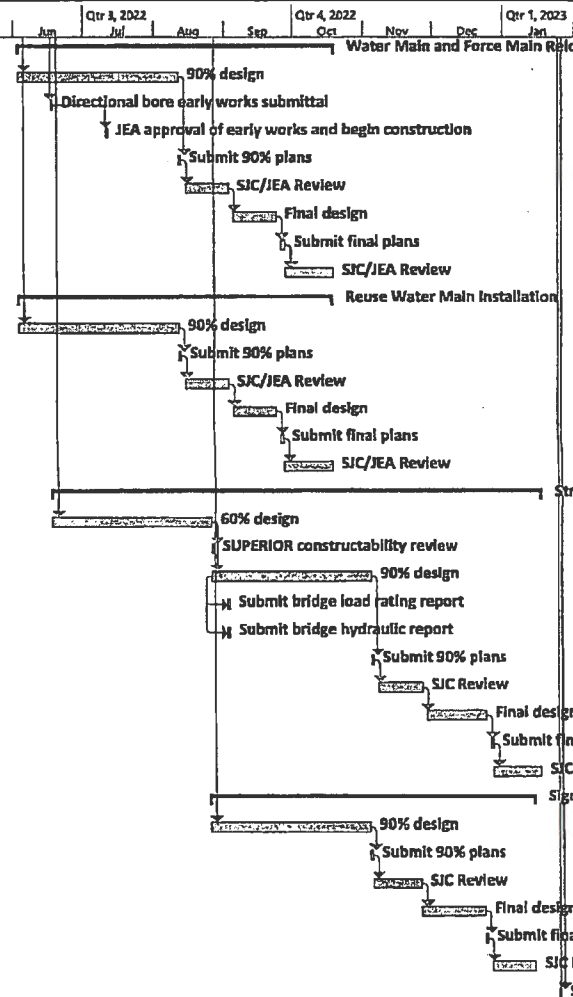
ID	Task Name	Duration	Start	Finish	Predecessors	Timeline											
						Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023								
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
0	CR 210 Design-Build	210 days	Wed 4/6/22	Tue 1/24/23													
1	Kick-Off Negotiations	40 days	Wed 4/6/22	Tue 5/31/22													
2	Issue Preliminary Standard DBIA Agreement for Design	1 day	Wed 6/1/22	Wed 6/1/22	1												
3	Supplemental Survey	30 days	Thu 6/2/22	Wed 7/13/22	2												
4	Design survey field work and control recovery	4 wks	Thu 6/2/22	Wed 6/29/22	2												
5	Design survey processing and QC	2 wks	Thu 6/30/22	Wed 7/13/22	4												
6	Geotechnical Engineering	30 days	Thu 6/2/22	Wed 7/13/22													
7	Data collection	4 wks	Thu 6/2/22	Wed 6/29/22	2												
8	Design analysis and reporting	2 wks	Thu 6/30/22	Wed 7/13/22	7												
9	Early Works Submittals	20 days	Thu 6/2/22	Wed 6/29/22													
10	Erosion Control	2 wks	Thu 6/2/22	Wed 6/15/22	2												
11	Clearing and grubbing	2 wks	Thu 6/2/22	Wed 6/15/22	2												
12	Early Works TTC	2 wks	Thu 6/2/22	Wed 6/15/22	2												
13	SJC approval of early works and begin construction	1 day	Thu 6/23/22	Thu 6/23/22	12FS+5 days												
14	Current SJRWMD Permit RAI Response	4 wks	Thu 6/2/22	Wed 6/29/22	2												
15	Roadway, Temporary Traffic Control, and Drainage	158 days	Thu 6/16/22	Mon 1/23/23													
16	Design coordination workshop with SJC	1 day	Thu 6/16/22	Thu 6/16/22	12												
17	60% design	10 wks	Thu 6/16/22	Wed 8/24/22	12												
18	Submit pavement design package	1 day	Thu 6/30/22	Thu 6/30/22	17SS+10 days												
19	Submit typical section package	1 day	Fri 7/8/22	Fri 7/8/22	18FS+5 days												
20	Submit 60% plans to utility owners	1 day	Thu 8/25/22	Thu 8/25/22	17												
21	SUPERIOR constructability review	1 day	Thu 8/25/22	Thu 8/25/22	17												
22	Permit Modification	31 days	Fri 9/2/22	Fri 10/14/22													
23	SJRWMD pre-application meeting	1 day	Fri 9/2/22	Fri 9/2/22	20FS+5 days												
24	Permit modification preparation	1 wk	Mon 9/5/22	Fri 9/9/22	23												
25	Submit permit modification	1 day	Mon 9/12/22	Mon 9/12/22	24												
26	SJRWMD review	24 days	Tue 9/13/22	Fri 10/14/22	25												
27	90% design	10 wks	Fri 8/26/22	Thu 11/3/22	21												
28	Submit 90% plans	1 day	Fri 11/4/22	Fri 11/4/22	27												
29	SJC Review	15 days	Mon 11/7/22	Fri 11/25/22	28												
30	Final design	5 wks	Mon 11/28/22	Fri 12/30/22	29,21												
31	Submit final plans	1 day	Mon 1/2/23	Mon 1/2/23	30												
32	SJC Review	15 days	Tue 1/3/23	Mon 1/23/23	31												
33	JEA Utilities	99 days	Thu 6/2/22	Tue 10/18/22													
34	Design coordination workshop with JEA	1 day	Thu 6/2/22	Thu 6/2/22	2												



Proposed Design Schedule

RFQ NO. 22-13 | DESIGN-BUILD SERVICES FOR CR 210 WIDENING
FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline											
						Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023								
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
35	Water Main and Force Main Relocation	98 days	Fri 6/3/22	Tue 10/18/22													
36	90% design	10 wks	Fri 6/3/22	Thu 8/11/22	34												
37	Directional bore early works submittal	1 day	Fri 6/17/22	Fri 6/17/22	34FS+10 days												
38	JEA approval of early works and begin construction	1 day	Mon 7/11/22	Mon 7/11/22	37FS+15 days												
39	Submit 90% plans	1 day	Fri 8/12/22	Fri 8/12/22	36												
40	SJC/JEA Review	15 days	Mon 8/15/22	Fri 9/2/22	39												
41	Final design	3 wks	Mon 9/5/22	Fri 9/23/22	40												
42	Submit final plans	2 days	Mon 9/26/22	Tue 9/27/22	41												
43	SJC/JEA Review	15 days	Wed 9/28/22	Tue 10/18/22	42												
44	Reuse Water Main Installation	97 days	Fri 6/3/22	Mon 10/17/22													
45	90% design	10 wks	Fri 6/3/22	Thu 8/11/22	34												
46	Submit 90% plans	1 day	Fri 8/12/22	Fri 8/12/22	45												
47	SJC/JEA Review	15 days	Mon 8/15/22	Fri 9/2/22	46												
48	Final design	3 wks	Mon 9/5/22	Fri 9/23/22	47												
49	Submit final plans	1 day	Mon 9/26/22	Mon 9/26/22	48												
50	SJC/JEA Review	15 days	Tue 9/27/22	Mon 10/17/22	49												
51	Structures	152 days	Fri 6/17/22	Mon 1/16/23													
52	60% design	10 wks	Fri 6/17/22	Thu 8/25/22	16												
53	SUPERIOR constructability review	1 day	Fri 8/26/22	Fri 8/26/22	52												
54	90% design	10 wks	Fri 8/26/22	Thu 11/3/22	52												
55	Submit bridge load rating report	1 day	Fri 9/2/22	Fri 9/2/22	54SS+5 days												
56	Submit bridge hydraulic report	1 day	Fri 9/2/22	Fri 9/2/22	54SS+5 days												
57	Submit 90% plans	1 day	Fri 11/4/22	Fri 11/4/22	54												
58	SJC Review	15 days	Mon 11/7/22	Fri 11/25/22	57												
59	Final design	4 wks	Mon 11/28/22	Fri 12/23/22	58												
60	Submit final plans	1 day	Mon 12/26/22	Mon 12/26/22	59												
61	SJC Review	15 days	Tue 12/27/22	Mon 1/16/23	60												
62	Signing, Pavement Marking, Signalization, ITS, and Lighting	102 days	Thu 8/25/22	Fri 1/13/23													
63	90% design	10 wks	Thu 8/25/22	Wed 11/2/22	17												
64	Submit 90% plans	1 day	Thu 11/3/22	Thu 11/3/22	63												
65	SJC Review	15 days	Fri 11/4/22	Thu 11/24/22	64												
66	Final design	4 wks	Fri 11/25/22	Thu 12/12/22	65												
67	Submit final plans	1 day	Fri 12/23/22	Fri 12/23/22	66												
68	SJC Review	15 days	Mon 12/26/22	Fri 1/13/23	67												
69	Submit Final Design for RFC & GMP Proposal	1 day	Tue 1/24/23	Tue 1/24/23	32												



ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:
County:
FPN:
FAP No.:

St. Johns County - Design Build of CR210 from Greenbriar (Old CR210) to Cinarrone Blvd.
St. Johns
N/A
N/A

Consultant Name: OSIRIS9
Consultant No.:
Date: 6/27/2022
Estimator: Terry Crews

Staff Classification	Total Staff Hours From "SH Summary Form"	SUR Chief Surveyor	SUR Senior Surveyor	SUR Project Surveyor	SUR Survey/GIS/S	Secretary/Clerical	Senior Utility Coordinator	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	\$27.94	\$58.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	118	0	0	0	0	5	113	0	0	0	0	0	0	118	\$6,704	\$56.81
8. Environmental Permits and Env. 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 Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape 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!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	118	0	0	0	0	5	113	0	0	0	0	0	0	118		
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$139.70	\$6,564.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,703.87	\$56.81

Check = \$6,703.87

SALARY RELATED COSTS:		\$6,703.87
OVERHEAD:	150.000%	\$10,055.81
OPERATING MARGIN:	20.000%	\$1,340.77
FCCM (Facilities Capital Cost Money):	0.130%	\$8.72
EXPENSES:	19.050%	\$1,277.09

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.
2. Crew days are based on 0 hour days

CR 210 Design Build From Greenbriar Road to Cimarrone Blvd

Prime Consultant Design Activities

	Early Works EW	Fees	Hours
Project Management - Project Setup/ Kickoff and Initial Progressive Design Meetings (4 mtgs, 4 hrs, 3 staff)	\$25,420	\$25,420.00	124
Roadway - Early Works Submittal and Review (Clearing and Grubbing Plans, Erosion Control Plans, Temporary Traffic Control Plans)	\$86,016	\$86,016.00	512
Total Fees (Osiris9)	\$111,436	\$111,436.00	636
Total Expenses			
Expenses	\$2,788	\$2,786.00	
Osiris 9 Total	\$114,222	\$114,222.00	

Sub Consultant Activities

<i>Environmental Evaluation and Permitting (CES) - (Including Gopher Tortoise Relocations - Limiting Amount)</i>	\$87,000	\$87,000.00	NA
<i>Utility Coordination (T2) (Initial Meetings - Limiting Amount)</i>	\$19,386	\$19,386.26	120
Sub Consultant Total	\$106,386	\$106,386.26	
Project Total		\$220,608.26	



42 Masters Drive, St. Augustine, FL 32084
Tel: 904.540.1786
www.carterenv.com

May 18, 2022

BY EMAIL:

walter.nemecek@osiris9.com

Walter Nemecek III, PE
Osiris Consulting
10199 Southside Blvd, Suite 104
Jacksonville, FL 32256

Subject: SJC CR 210 – 5.16009
Environmental Consulting Proposal

Dear Walter,

Per your request, Carter Environmental Services, Inc., (CES) is pleased to provide you with this proposal for environmental consulting services relative to a project located in St Johns County, FL. The below Scope of Work tasks will assist you with Requests for Additional Information with SJRWMD and DEP, as well as a Gopher Tortoise Survey and Relocation. Costs for these services are detailed in the below Budget.

1.0 SCOPE OF WORK

1.1 TASK 1 – REQUEST FOR ADDITIONAL INFORMATION (SJRWMD)

CES will prepare responses to one RAI from SJRWMD.

Usually, representatives from SJRWMD request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is appropriate for the project. SJRWMD commonly issues one RAI with questions related to both environmental and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.

1.2 TASK 2 – REQUEST FOR ADDITIONAL INFORMATION (DEP)

CES will prepare responses to one RAI from DEP.

Usually, representatives from DEP request additional information related to the project which is not included in the application. The information requested is difficult to predict at this time and is largely dependent upon the level of scrutiny that the agency personnel and others offering comments feel is appropriate for the project. DEP commonly issues one RAI with questions related to both environmental and engineering issues. If future RAI's are issued CES will provide you with a fee to complete their portion of the response.



1.3 TASK 3 – GOPHER TORTOISE SURVEY

CES will perform a 100% Gopher Tortoise Survey over the property. We will use a GPS unit to mark the gopher tortoise burrows and then prepare a map of our findings. The Gopher Tortoise Burrow Map will be emailed to the project team for review and discussion.

1.4 TASK 4 – FWC CONSERVATION COPHER TORTOISE BURROWS PERMIT

CES will prepare and submit an application online for a Conservation Permit with Florida Fish & Wildlife Conservation Commission (FWC). This task includes the completion report.

FWC charges a fee for the application depending on the amount of gopher tortoises to be relocated. This will be paid by CES to expedite the process. CES will be reimbursed by the applicant.

1.5 TASK 5 – GOPHER TORTOISE OFF-SITE RELOCATION

CES will be on-site to direct the backhoe and operator to excavate any gopher tortoise burrows within the footprint of construction. CES will relocate any captured tortoises off-site. The recipient site fee of \$5,000/tortoise will be paid by CES and reimbursed by client.

This assumes CES will provide the backhoe and operator at a charge of \$500/half day or \$850/full day. The client can pay the backhoe operator this amount directly or CES can pay then be reimbursed. We assumed a half day in our cost.

1.6 TASK 6 – GOPHER TORTOISE RECIPIENT SITE FEE

The Gopher Tortoise Recipient site requires payment upon receipt of relocated tortoises. This fee is based on 15 tortoises relocated.

2.0 PROJECT SCHEDULE

We are prepared to begin working/scheduling all tasks within 45 business days upon email approval from you.

3.0 BUDGET

It is CES's opinion that the scope of work represents an appropriate level of effort for the project goals at this point in time. CES proposes to perform our outlined services on a Not to Exceed basis (by Task) as indicated in the table below. Invoices for each task will be billed monthly on a percent complete basis. Our proposed scope of work is based on information available to CES at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification at the agreement of both parties.



TASK	DESCRIPTION	Estimated PRICE	FEE BASIS
1	Request For Additional Information (SJRWMD)	\$ 3,000	NTE
2	Request For Additional Information (DEP)	\$ 3,000	NTE
3	Gopher Tortoise Survey	\$ 2,500	NTE
4	FWC Conservation GT Burrows Permit	\$ 1,000	NTE
5	Gopher Tortoise Off-Site Relocation	\$ 2,500	NTE
6	Gopher Tortoise Recipient Site Fee	\$ 75,000	NTE
	ESTIMATED TOTAL	\$ 87,000	NTE

Note: NTE = Not to Exceed

Thank you for the opportunity to provide you with this proposal for environmental permitting services. CES is excited about the potential opportunity to begin work for you, and to demonstrate our commitment to client satisfaction. If you require any additional information, or if we may be of further service to you, please contact our office (904) 540-1786.

CES is prepared to immediately start working on this project upon receipt of an executed copy of this proposal.

Sincerely,

Ryan A. Carter, PWS
Vice President

By signature below, it is hereby agreed and understood that the listed attachments are incorporated by reference.

Approved By (authorized agent): _____



Print Name: _____

Date: _____



**Carter Environmental Services, Inc.
2022 Rate Schedule**

<u>Job Description</u>	<u>\$/Hour</u>
Principal	180
Senior Project Manager	145
Senior Scientist	115
Senior Draftsperson/GIS	115
Project Scientist III	100
Project Scientist	85
Environmental Technician	65
Office Manager	65

Notes:

1. Hourly rates include direct labor, computer costs, overhead, general, and other costs. Out-of-pocket expenses such as surveying, laboratory analysis, sampling, testing, etc. will be billed at actual cost plus 18%.
2. Travel out of the area (plane, hotel, and automobile, etc.) are subject to an 15% mark-up. Local travel and routine document reproduction are included in the above rate structure.
3. Out of town travel will require a per diem cost of \$45/day plus lodging expenses.
4. Payment is due within 30 days. Invoices aged in excess of 30 days are subject to a 1½ % markup per month levy.

Standard Form of General Conditions of Contract Between Owner and Design-Build Firm

Document No. 535

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Build Firm* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Build Firm under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents."

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Build Firm consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Build Firm, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Contract Documents* are the documents that shall govern the completion of the Project, as described in Article 1 of the Agreement.

1.2.5 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Build Firm, the Design Consultant, and key Subcontractors identified by the Design-Build Firm.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Build Firm, but is retained by Design-Build Firm, or employed or retained by anyone under contract with Design-Build Firm, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Build Firm and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics/pandemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Build Firm* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-

Build Firm prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Build Firm in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Firm's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Build Firm as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Build Firm's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Build Firm's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Build Firm's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Build Firm's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Build Firm. Design-Build Firm's Representative may be replaced only with the mutual agreement of Owner and Design-Build Firm.

2.1.2 Design-Build Firm shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Build Firm - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Build Firm's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Build Firm shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Build Firm to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Build Firm of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Build Firm of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

Design-Build Firm shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Build Firm, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Build Firm to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Build Firm and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Build Firm and Owner shall meet and confer about the submissions, with Design-Build Firm identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Build Firm and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Build Firm's schedule.

2.4.2 Design-Build Firm shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Build Firm shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction

Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Build Firm to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Build Firm may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Build Firm shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Build Firm for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Build Firm is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Build Firm shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Build Firm shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Build Firm's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Build Firm shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Build Firm to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Build Firm shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Build Firm shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Build Firm shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Build Firm's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Build Firm's cost and/or time of performance.

2.7.4 Design-Build Firm assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Build Firm shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Build Firm agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Build Firm shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Build Firm to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Build Firm shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Build Firm's Responsibility for Project Safety.

2.8.1 Design-Build Firm recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Build Firm assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Build Firm shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Build Firm's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Build Firm's personnel, Subcontractors and others as applicable.

2.8.2 Design-Build Firm and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Build Firm will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Build Firm's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 In the event damages to individuals, property and/or facilities are caused by the Design-Build Firm, on or adjacent to the Project Site, Design-Build Firm shall be responsible for correcting, repairing, and/or restoring any such damages, at no additional cost to the Owner.

2.9 Design-Build Firm's Warranty.

2.9.1 Design-Build Firm warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Build Firm's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Build Firm will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Build Firm agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one (1) calendar year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Build Firm shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Build Firm fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Build Firm with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Build Firm shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Build Firm's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Build Firm's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Build Firm and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Build Firm's timely and efficient performance of the Work and so as not to delay or interfere with Design-Build Firm's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Build Firm's schedule.

3.1.3 Owner shall give Design-Build Firm timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Build Firm's information and use the following, all of which Design-Build Firm is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Build Firm to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Build Firm to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Owner's request, Design-Build Firm shall promptly furnish reasonable evidence satisfactory to Owner that Design-Build Firm has adequate funds and resources available to fulfill all of Design-Build Firm's obligations under the Contract Documents. If Design-Build Firm fails to furnish such financial information in a timely manner, Owner may stop Work under Section 11.2.1 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 At Design-Build Firm's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Build Firm that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Build Firm may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Build Firm shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Build Firm shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Build Firm to assume obligations or responsibilities greater than those existing obligations Design-Build Firm has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Build Firm to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Build Firm with prompt notice if it observes any failure on the part of Design-Build Firm to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Build Firm and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Build Firm in obtaining those permits, approvals and licenses that are Design-Build Firm's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Build Firm in order to enable Design-Build Firm to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Build Firm is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Build Firm will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Build Firm shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Build Firm will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Build Firm's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Build Firm, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Build Firm, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Build Firm shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Build Firm, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Build Firm encounters a Differing Site Condition, Design-Build Firm will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Build Firm's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Build Firm shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Build Firm shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Owner's Property Insurance.

5.1.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Build Firm, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Build Firm's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section.

5.1.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Build Firm, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.1.3 Prior to Design-Build Firm commencing any Work, Owner shall provide Design-Build Firm with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Build Firm has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Build Firm. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Build Firm with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.1.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Build Firm and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.1.5 Owner and Design-Build Firm waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Build Firm and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.2 Bonds and Other Performance Security.

5.2.1 If Owner requires Design-Build Firm to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.2.2 All bonds furnished by Design-Build Firm shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6 Payment

6.1 Schedule of Values.

6.1.1 Design-Build Firm's proposal for the Work to be performed under the Agreement shall include a Schedule of Values, which shall (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Build Firm throughout the Work.

6.1.2 Design-Build Firm shall submit all Applications for Payment in accordance with the approved Schedule of Values.

6.2 Monthly Progress Payments.

6.2.1 Design-Build Firm shall submit Applications for Payment in accordance with Article 7 of the Agreement.

6.2.2 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Build Firm for early payment shall accrue one hundred percent to Design-Build Firm to the extent Design-Build Firm advances payment. Unless Owner advances payment to Design-Build Firm specifically to receive the discount, Design-Build Firm may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.4 Right to Stop Work and Interest.

If Owner fails to pay timely Design-Build Firm any amount that becomes due, Design-Build Firm, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Build Firm's Payment Obligations.

Design-Build Firm will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Build Firm has received from Owner on account of their work. Design-Build Firm will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Build Firm will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Build Firm shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Build Firm's notice, Owner and Design-Build Firm will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Build Firm's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Build Firm all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Build Firm and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Build Firm agree that Owner's use or occupancy will not interfere with Design-Build Firm's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Build Firm, Owner shall make final payment by the time required in the Agreement, provided that Design-Build Firm has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Build Firm shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Build Firm waiving, upon receipt of final payment by Design-Build Firm, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Build Firm's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Build Firm except claims relating to (i) Design-Build Firm's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Build Firm's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Build Firm under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Build Firm, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7 **Indemnification**

7.1 To the fullest extent permitted by law, the Design-Build Firm shall indemnify and hold harmless Owner and its officers and employees ("Indemnified Party"), from and against liabilities, claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom related to third-party claims, but only to the extent caused in whole or in part by negligence, recklessness, errors, omissions, or intentional wrongful misconduct of the Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Agreement.

To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, Design-Build Firm further agrees that "damages, losses and expenses", includes fines, citations, court judgments, insurance claims, restoration costs, or other liability, to the extent caused by the negligence, recklessness, errors, omissions, or intentional wrongful misconduct of the Design-Build Firm and persons employed or utilized by Design-Build Firm in the performance of this Agreement.

To the extent permitted, and in accordance with Section 725.06, Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Design-Build Firm" shall be construed to include, but not be limited to Design-Build Firm, its staff, employees, subcontractors, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of the Design-Build Firm.

In claims against any person or entity indemnified under this Paragraph by an employee of the Design-Build Firm, a sub-consultant, a sub-contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Build Firm, a sub-consultant, or a sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts. In executing this Agreement, Owner and Design-Build Firm each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

In Claims against any person or entity indemnified hereunder by an employee of Design-Build Firm, any subcontractor, subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Build Firm or any subcontractor or subconsultant under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Design-Build Firm's indemnity and hold harmless obligations hereunder shall extend to all Claims against the Owner by any third party or third-party beneficiary of this Agreement and all liabilities, damages, losses and expenses related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

Design-Build Firm shall further indemnify and hold harmless the Owner, its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section shall survive expiration or earlier termination of this Agreement.

7.2 Patent and Copyright Infringement.

7.2.1 Design-Build Firm shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Build Firm of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Build Firm shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Build Firm in any such action or proceeding. Design-Build Firm agrees to keep Owner informed of all developments in the defense of such actions.

7.2.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Build Firm shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Build Firm cannot so procure such right within a reasonable time, Design-Build Firm shall promptly, at Design-Build Firm's option and at Design-Build Firm's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.2.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Build Firm to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Build Firm to the same extent Design-Build Firm is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.2.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.3 Tax Claim Indemnification.

If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Build Firm from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Build Firm as a result of any action taken by Design-Build Firm in accordance with Owner's directive. Owner shall furnish Design-Build Firm with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Build Firm may rely.

7.4 Payment Claim Indemnification.

Provided that Owner is not in breach of its contractual obligation to make payments to Design-Build Firm for the Work, Design-Build Firm shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Build Firm, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Build Firm shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Build Firm fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Build Firm liable for costs and expenses incurred, including attorneys' fees.

7.5 Owner's General Indemnification.

Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Build Firm and any of Design-Build Firm's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable.

Article 8 **Time**

8.1 Obligation to Achieve the Contract Times.

Design-Build Firm agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Build Firm is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Build Firm is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Build Firm to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Build Firm's right to a time extension for those events set forth in Section 8.2.1 above, Design-Build Firm shall also be entitled to an appropriate adjustment of the Contract Price, as approved by the Owner, provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9 **Changes to the Contract Price and Time**

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Build Firm, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Build Firm shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Build Firm and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Build Firm for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Build Firm shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Build Firm may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Build Firm shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Build Firm.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the Parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Build Firm because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Build Firm disagree upon whether Design-Build Firm is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Build Firm shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Build Firm shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Build Firm to perform the services in accordance with Owner's interpretations, Design-Build Firm shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Build Firm (i) directing Design-Build Firm to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Build Firm shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Build Firm does not prejudice Design-Build Firm's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Build Firm shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

If either Design-Build Firm or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Build Firm and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Build Firm and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Build Firm's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Build Firm mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Build Firm's Representative and Owner's Representative, Design-Build Firm's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Build Firm and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Duty to Continue Performance.

Unless provided to the contrary in the Contract Documents, Design-Build Firm shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Build Firm, pending the final resolution of any dispute or disagreement between Design-Build Firm and Owner.

10.4 CONSEQUENTIAL DAMAGES.

10.4.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN- BUILD FIRM NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER

ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.4.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Build Firm for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Build Firm in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Build Firm is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Build Firm persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Build Firm that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Build Firm's receipt of such notice. If Design-Build Firm fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Build Firm of its intent to terminate within an additional seven (7) day period. If Design-Build Firm, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Build Firm of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Build Firm hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Build Firm shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Build Firm. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Build Firm will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Build Firm shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and

defense of claims arising from Design-Build Firm's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Build Firm's Right to Stop Work.

11.3.1 Design-Build Firm may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof, or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Build Firm's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Build Firm has the right to provide Owner with written notice that Design-Build Firm will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Build Firm's notice. If Owner does not cure the problem within such seven (7) day period, Design-Build Firm may stop the Work. In such case, Design-Build Firm shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Build Firm's Right to Terminate for Cause.

11.4.1 Design-Build Firm, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) consecutive days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Build Firm or anyone for whose acts Design-Build Firm may be responsible.

11.4.1.2 Owner's failure to provide Design-Build Firm with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Build Firm in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Build Firm has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Build Firm may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Build Firm may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Build Firm may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Build Firm shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Build Firm.

11.5.1 If either Owner or Design-Build Firm institutes or has instituted against it a case under the

United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Build Firm to stop Work under any applicable provision of these General Conditions of Contract.

Article 12 **Electronic Data**

12.1 Electronic Data.

The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Build Firm and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Build Firm shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither Party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in this Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting Party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of this Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of

Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the Parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting Party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 In accordance with the laws of the State of Florida, as applicable, Confidential Information is defined as information which is determined by the transmitting Party to be of a confidential or proprietary nature and: (i) the transmitting Party identifies it as either confidential or proprietary; (ii) the transmitting Party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving Party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

13.2 Assignment.

Neither Design-Build Firm nor Owner shall without the written consent of the other Party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

13.3 Successorship.

Design-Build Firm and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law principals. Venue for any claim arising from this Agreement shall be in a state or federal court serving St. Johns County, FL.

13.5 Severability.

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

The failure of either Design-Build Firm or Owner to insist, in any one or more instances, on the

performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by email.

13.9 Amendments.

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**RFQ 22-13; Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard
Master Contract No: 22-MAS-SUP-16606**

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

SUPERIOR Construction Company Southeast, LLC this _____ day of _____, 2022.

By: Julian Rozo Digitally signed by Julian Rozo
Date: 2022.07.15 17:21:42
+04'00'

Signature of Authorized Representative
Name: Julian Rozo
(Please Type or Print)
Title: Manager
(Please Type or Print)

ST JOHNS COUNTY
JUL 18 '22
PURCHASING



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

July 8, 2022

SUPERIOR Construction Company Southeast, LLC
7072 Business Park Blvd. N.
Jacksonville, FL 32256
Attn: Bhavin Naik, Manager

**RE: RFQ 22-13; Design-Build Services for CR-210 Widening from Greenbriar Rd to Cimarrone Blvd
Master Contract No: 22-MAS-SUP-16606**

St. Johns County, FL ("County") hereby issues this Notice of Award to SUPERIOR Construction Company Southeast, LLC ("SUPERIOR"), based upon approval by the Board of County Commissioners on April 19, 2022, and subsequent negotiations between SUPERIOR and County Staff.

Attached, via email, is an electronic copy of the Contract (DBIA #520 and DBIA #535) and an Acceptance of this Notice of Award. Please have an authorized representative sign, date and seal (if applicable) and return all of the following **within ten (10) calendar days of receipt** of this Notice:

1. Electronic or hard copy of DBIA #520 signed, either electronically or physically. Only the signature page should be dated. The front page will be dated upon County signatures.
 - a. If Hard-Copy, print single-sided pages.
 - b. If authorized representative is **not** a principal, a Delegation of Authority letter must accompany signed contract.
2. Electronic or hard copy of Acceptance of Notice of Award (page 2 of this letter)
3. All applicable Certificates of Insurance as stated in Article 8.8 of DBIA #520.

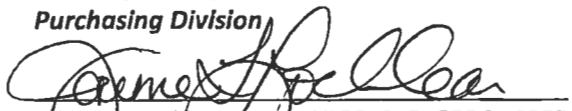
To Ms. Diana Fye at dfye@sjcfl.us or at the address below.

Failure to return the signed documents in accordance with this Notice may be grounds for the County's cancellation of this award.

Upon receipt of all required documents, County will sign and return a copy of the Contract for your files.

Should you have any questions regarding this notice please don't hesitate to contact: Diaria M. Fye, at (904) 209-0162 or dfye@sjcfl.us.

Sincerely,
St. Johns County, FL
Board of County Commissioners
Purchasing Division


Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB
Assistant Director, Purchasing & Contracts

Date: 7/8/2022

**RFQ 22-13; Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard
Master Contract No: 22-MAS-SUP-16606**

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

SUPERIOR Construction Company Southeast, LLC this _____ day of _____, 2022.

By: **X** _____
Signature of Authorized Representative

Name: _____
(Please Type or Print)

Title: _____
(Please Type or Print)

DRAFT

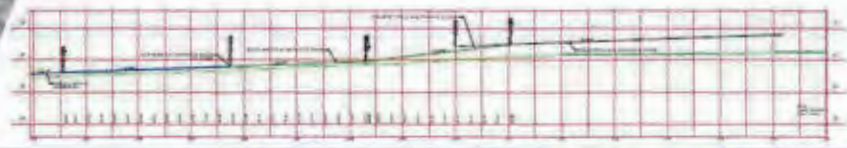
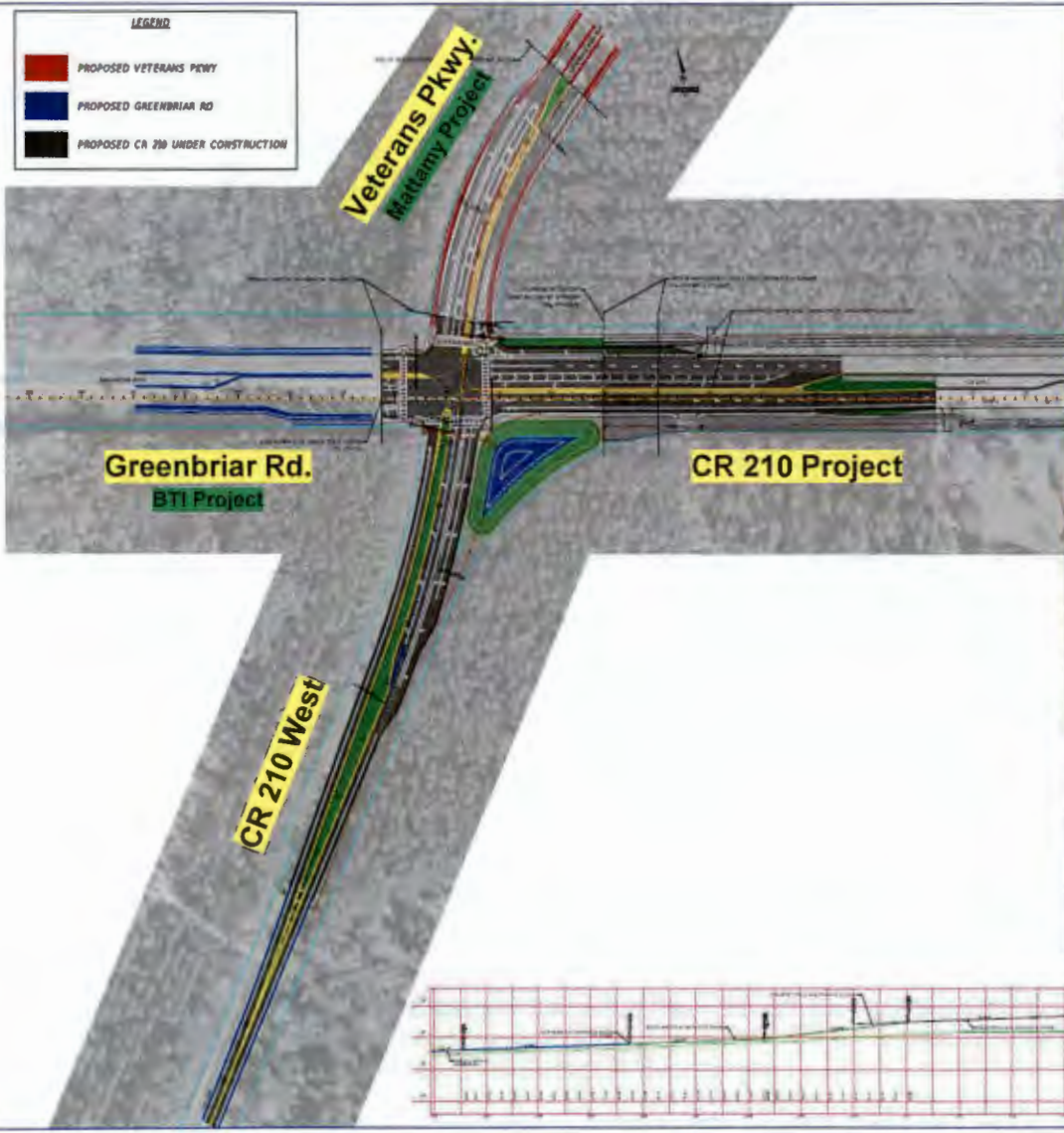


**Agenda Item #2
Veterans/Greenbriar/CR 210
Intersection Improvements**

December 17th, 2024







DATE: 11/15/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 ALL AS SHOWN ON THIS DRAWING IS TO BE CONSIDERED AS PART OF THE PROJECT.



Scope

- Due to the proximity of the intersection with the current CR210 widening project, it was deemed necessary to incorporate the existing intersection into the existing Design-Build contract with Superior Construction.

This provided the following benefits:

- 1) Allowed lower costs for design and quicker initiation of the design contract by CO to this Contract
- 2) Allows incorporation into the current project schedule of CR210 widening, which provides for leveraging the current mobilization, and allows contractor to continue with project in a seamless fashion.
- 3) Working through Design-Build process has reduced the cost of the proposed addition from \$10M to \$8.5M.



Contract to Date:

1. Entered into Preliminary Agreement for Design/Construction of Early Works in July 2022
2. Executed CO#1 for Complete Design in October 2022
3. Executed Design-Build GMP Agreement for Project June 2023
4. Executed CO#2 to GMP Agreement for addition of Preliminary Design of Greenbriar/Veterans Pkwy Intersection February 2024
5. Executed CO#5 to GMP Agreement for Final Design of Greenbriar/Veterans Pkwy Intersection April 2024
6. Executed CO#8 for Clearing and Grubbing December 2024

Other COs have been issued for addition of weather days and other minor work.

Budget

Current \$32.5M Total Project Budget

- Proposed additional \$8.6M for intersection Construction
- Developer Contributions:
 - BTI (Greenbriar Rd.) –
 - Mattamy (Veterans Pkwy) -



Motion to adopt Resolution 2024-_____, authorizing the County Administrator, or designee, to execute Change Order #09 to the DBIA 530 Final GMP Agreement for Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard with SUPERIOR Construction Company Southeast, LLC for the construction of the added Greenbriar/Veterans Parkway Intersection at an amount of \$8,589,240.37.



