

**AGREEMENT FOR GENERAL ENGINEERING  
CONSULTING SERVICES FOR THE DESIGN OF RADAR  
ROAD IMPROVEMENTS FROM SR-17 TO TOWN CENTER BLVD**

This Agreement for General Engineering Consulting Services for the Design of Radar Road Improvements from SR-17 to Town Center Blvd (“Agreement”) is made and entered into as of the \_\_\_\_ day of January, 2023 (“Effective Date”) between England-Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the County issued a Request for Qualifications, RFQ No. 21/22-67 (“RFQ”) to solicit and engage a licensed consultant to provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida; and

**WHEREAS**, the Radar Road Conceptual Site Plan and Concept Design are attached to the RFQ and incorporated herein by reference; and

**WHEREAS**, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

**WHEREAS**, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant based on the Consultant’s Response and approved ranking; and

**WHEREAS**, the Consultant is licensed and qualified to provide professional services in architectural and engineering design and has expertise in the planning and design of similar projects; and

**WHEREAS**, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ along with the Attachments and Clarification thereto and the Consultant’s Response apply to this Agreement and are incorporated herein by reference; and

**WHEREAS**, the scope of services to be performed and provided by the Consultant for the Project will be addressed under this Agreement in a phased approach; and

**WHEREAS**, the Consultant desires to provide and perform the services as requested by the County in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

## **SECTION 1. THE PROJECT**

1.1. The Consultant shall provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida (the “Project”). The Project consists of a new roadway alignment including existing and proposed stormwater conveyance and treatment facilities, roadway drainage, utility coordination, and new traffic signals. The design shall consist of a new two-lane roadway with sidewalk on the south side and a shared use path on the north side of the roadway.

1.2. It is anticipated that three alternative roadway designs for the Project will be submitted to the County for review with the Consultant’s initial 30% submittal. Following the 30% submittal, a preferred alignment will be selected by the County. The scope of services to be performed for the Project will be addressed under this Agreement in a phased approach as described herein. Phase 1 shall include the 30% submittal of the concept plans with the alternative roadway designs and Phase 2 shall include the 60%, 90%, and final design submittals based upon the selected alternative alignment along with the post-design services.

1.3. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Taylor Abernathy, Deputy Director of Engineering or designee.

## **SECTION 2. SCOPE OF SERVICES**

2.1. The scope of services to be performed and provided by the Consultant for the Project are set forth in the RFQ Scope of Services attached hereto as **Attachment A** and the Consultant’s Scope of Services for Preliminary Design – Phase 1 attached hereto as **Attachment B**. The term “Services” means the scope of services to be provided, services rendered, or the materials, documents, plans, analysis and the like prepared or delivered under this Agreement. The Services associated with Phase 1 of the Project are set forth in **Attachment B** and shall include, but not be limited to, the roadway analysis required to prepare the preliminary designs of alternative alignments between Town Center Blvd. and US-17, Services associated with the 30% submittal of the concept plans, and a public meeting.

2.2. Upon submittal of the 30% concept plans associated with Phase 1, the County will review the preliminary designs and select one of the alternative alignments for the Project. The Consultant shall develop a scope of services, project schedule, and fee schedule for the Services associated with Phase 2 based on the selected alternative alignment which shall include 60%, 90%, and final design submittals along with the post-design Services. The scope of services, project schedule, and fee schedule for Phase 2 must be mutually agreeable between the County and the Consultant and be made a part of this Agreement by a written amendment.

2.3. The Consultant’s Scope of Services for Phase 1 includes a Project Schedule which is attached hereto as **Attachment C**. The Project Schedule will be maintained by the Consultant with input from the Project Manager. The Project Schedule may otherwise be updated as necessary, but the Consultant may not make material changes without the Project Manager’s prior written concurrence. The approval of the Project Schedule by the Project Manager in no way attests to the

validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Consultant is and shall remain responsible for the planning and execution of Services in order to meet the Project milestones and completion dates.

2.4. The Consultant must meet with the Project Manager on a regular basis as arranged by the parties to review the status of the Services, the progress of the Project, upcoming critical activities, and overall performance. In addition to the regular meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly progress reports with each Invoice detailing the status of the Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Consultant shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

2.6. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws, regulations, and codes. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those listed in **Attachment A** and those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, and Florida Department of Environmental Protection. Any express reference in this Agreement to a particular statute, rule, standard, or regulation in no way implies that no other statute, rule, standard or regulation applies. Any violation of these laws, rules, standards, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant.

2.7. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.8. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Project without penalty or liability for any claims for anticipated overhead or profits.

2.9. The County may conduct performance evaluations at any time during performance of the Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

### **SECTION 3. ADDITIONAL SERVICES AND FEES**

3.1. If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

### **SECTION 4. TERM AND TIMELY PERFORMANCE**

4.1. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Consultant agrees to timely perform all Services as provided for in this Agreement.

4.2. The date on which days will begin to be charged to the Project shall be the date the County issues a Notice to Proceed to the Consultant for the Project (“Notice to Proceed Date”).

4.3. The Consultant shall complete and deliver to the County 30% design and concept plans for each of the alternative alignments for the Project within 150 days of the Notice to Proceed Date. The Consultant shall complete all of the Services associated with Phase 1 in accordance with the Project Schedule as approved by the Project Manager. The Consultant shall develop a scope of services associated with Phase 2 that shall include a project schedule for Phase 2 which shall be made a part of this Agreement by written Amendment. Phase 2 shall also include the post-design Services to be provided by the Consultant through the construction close-out/final inspection for the work associated with the Project.

### **SECTION 5. SUBCONSULTANTS**

5.1. Subconsultants may be utilized by the Consultant for the Project. The Consultant shall provide the names of all subconsultants performing any Services associated with the Project to the Project Manager.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

## **SECTION 6. PAYMENT FOR SERVICES**

6.1. The County agrees to pay the Consultant for the Services performed for Phase 1 of the Project in accordance with the terms of this Agreement on a **lump sum basis in the total amount of \$402,092.10**. This amount includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services associated with Phase 1. Payment for any Services associated with Phase 2 of the Project must be mutually agreeable between the County and the Consultant and be made a part of this Agreement by a written amendment.

6.2. The lump sum amount for Phase 1 of the Project has been allocated by the Consultant into tasks as set forth in **Attachment B**. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered, in monthly increments based on percentage of completion upon presentation of an Invoice submitted in accordance with Section 7.

## **SECTION 7. PAYMENT PROCEDURES**

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

7.2. The Consultant shall submit an Invoice to the Paying Agent no more than once per month based on the amount of Services done or completed for the Project. The amount of the monthly payment shall be the total value of the Services rendered for the Project to the date of the Invoice, based on the lump sum amounts set forth in **Attachment B**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.

- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order number (if applicable).
- 4) The period and phase of the Services covered by the Invoice.
- 5) The total amount of payment requested, the Services performed for the Project, the total amount previously requested, and the total amount paid to date.
- 6) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 7) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Consultant that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and

suppliers performing any of the Services or supplying any of the materials with respect to the Project their pro rata shares of the payment for all Services completed and materials supplied. The term “subconsultant”, as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of the Project for which partial payment has been made by the County.

7.9. Final Payment. Subsequent to completion of the Services associated with the Project and prior to final payment, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant’s records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

## **SECTION 8. CHANGE ORDERS**

8.1. Change Orders shall be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the amounts in Consultant’s Project Scope; to provide for a time extension; to settle contract claims; to provide for unforeseen circumstances, and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Consultant shall review the costs of any proposals and negotiate in good faith with any affected subconsultants in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County’s executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant.

## **SECTION 9. INSURANCE**

9.1. The Consultant shall maintain throughout the term of this Agreement and any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

a. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

b. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation                      Statutory limits
- Employers Liability                              \$100,000 Each Accident  
    \$500,000 Disease Policy  
    \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

d. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

e. Umbrella/Excess Insurance

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

9.3. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, Employer's Liability, and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds.**" The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, RFQ number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

9.4. The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

9.5. The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

## **SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY**

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County's contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

**10.5. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 11. DEFAULT AND TERMINATION**

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Consultant. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the

default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

11.6. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

## **SECTION 12. DOCUMENT OWNERSHIP AND USE**

12.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the

Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

12.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

### **SECTION 13. AUDIT OF CONSULTANT'S RECORDS**

13.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

13.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

13.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

13.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Services upon request by the County.

### **SECTION 14. ACCURACY OF SERVICES**

14.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

14.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

14.3. At any time during the construction of the Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

## **SECTION 15. PUBLIC RECORDS**

15.1. The Consultant acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

15.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

15.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall

immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

- b. If the Consultant does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

#### **SECTION 16. TAXES**

16.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

#### **SECTION 17. APPROPRIATED FUNDS**

17.1. The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

#### **SECTION 18. SCRUTINIZED COMPANIES CERTIFICATION**

18.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

**SECTION 19. E-VERIFY REQUIREMENT**

19.1. Pursuant to Section 448.095, Florida Statutes, the Consultant shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Consultant during the term of the Agreement, and shall expressly require any subconsultants performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subconsultant during the term of the subconsultant agreement. Subconsultants shall provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Consultant must provide evidence of compliance with this provision. Failure to comply with this Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

**SECTION 20. NOTICE**

20.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
Attention: Matthew S. Maggiore, P.E.  
and Brian Landeweer, P.E.

If to County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: Howard Wanamaker,  
County Manager  
Copy to: Taylor Abernathy

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

**SECTION 21. PROHIBITION AGAINST CONTINGENT FEES**

21.1. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from

the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE**

22.1. The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**SECTION 23. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

23.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

23.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

**SECTION 24. SUSPENSION AND DEBARMENT**

24.1. By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**SECTION 25. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST**

25.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

25.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Consultant has been placed on the convicted vendor list.

25.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

#### **SECTION 26. INDEPENDENT CONTRACTOR**

26.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

#### **SECTION 27. NO ASSIGNMENT**

27.1. The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

#### **SECTION 28. NO THIRD-PARTY BENEFICIARIES**

28.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

**SECTION 29. CONFLICT OF INTEREST**

29.1. Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant's duties and obligations provided under this Agreement.

**SECTION 30. AMENDMENT OR MODIFICATION OF AGREEMENT**

30.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. Terms or conditions included in a Task Authorization, Invoice, or similar document that are inconsistent with the Agreement are not valid and shall not constitute a modification of the Agreement.

**SECTION 31. FURTHER ASSURANCES**

31.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

**SECTION 32. REMEDIES**

32.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**SECTION 33. GOVERNING LAW AND VENUE**

33.1. The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

**SECTION 34. ATTORNEYS' FEES**

34.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 35. WAIVER**

35.1. No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

**SECTION 36. SEVERABILITY**

36.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**SECTION 37. HEADINGS**

37.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

**SECTION 38. COUNTERPARTS**

38.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**SECTION 39. ENTIRE AGREEMENT**

39.1. This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

**SECTION 40. ATTACHMENTS**

40.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

<b>Attachment A</b>	RFQ Scope of Services
<b>Attachment B</b>	Consultant’s Scope of Services for Preliminary Design – Phase 1
<b>Attachment C</b>	Project Schedule – Phase 1

**SECTION 41. AUTHORITY**

41.1. The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to

the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**ENGLAND-THIMS & MILLER, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the State of Florida**

By: \_\_\_\_\_

Betsy Condon  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

**ATTACHMENT A**  
**RFQ SCOPE OF SERVICES**

**RFQ NO. 21/22-67, GENERAL ENGINEERING CONSULTING SERVICES FOR THE  
DESIGN OF RADAR ROAD IMPROVEMENTS FROM SR-17 TO TOWN CENTER  
BLVD**

**PURPOSE**

Clay County is soliciting qualifications from interested firms to provide professional engineering services for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida. This assignment shall prepare a complete set of construction documents to construct a new roadway in accordance with the Florida Department of Transportation (FDOT) Standards.

The purpose of this RFQ is to evaluate, rank, and shortlist firms for the complete design of the Radar Road from Town Center Blvd to US-17 and other related services. Interested respondents must be qualified and experienced in professional engineering services of similar size and scope of the proposed Project. Firms must provide evidence of required qualifications, experience, and financial capability and stability in accordance with the information specified in this document. The intent of this RFQ is to qualify firms using the established selection criteria provided herein.

**I. GENERAL**

**1. Project Description**

Professional Engineering Services are desired for the design of Radar Road from Town Center Blvd to US-17 in Clay County, Florida. This assignment shall prepare a complete set of construction documents to construct a new roadway in accordance with the FDOT Standards. The design shall consist of the construction of a new two-lane roadway with sidewalk on the south side and a multi-modal path on the north side as outlined in a previous feasibility study for this roadway section (Attachment A). The design alignment may require the acquisition of right-of-way from Fleming Island Plantation CDD (Parcel 04-05-26-014266-901-00). The other adjacent property is owned by the County, in addition to, the 100-foot ingress/egress easement for the County (known as Radar Road).

**2. Objectives**

The general objective for the Consultant is to prepare a set of contract documents including plans, specifications, supporting engineering analyzes, calculations and other technical documents for the construction of Radar Road from Town Center Blvd. to US-17.

The Consultant shall perform initial field work, survey, which will include verification of horizontal and vertical controls, key map, typical section, summary of quantities, photography, construction cost estimate, drainage design, pipe sizes, drainage calculations, plan and profile design, cross-sections, standard roadway drawings, right-of-way support, signing and pavement marking map, signalization plans where necessary, utility agency coordination, estimated construction costs,

surveying, soil survey and geotechnical, summary of drainage structures, and securing the necessary permits from the appropriate regulatory agencies such as: The Florida Department of Environmental Protection (FDEP), The St. Johns River Water Management District, FDOT, etc., as the construction plans progress.

### **3. General Project Tasks**

The Consultant shall prepare a set of contract documents in accordance with the most current FDOT, manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer. This work effort includes required design and analysis to prepare a complete set of Roadway, Traffic Control, Utility Adjustment, Signalization, Bid Documents, Specifications, Computation Book and Quantities, and other necessary documents.

### **4. Plans and Specifications Submittals**

The Consultant shall furnish plans, specifications, and additional documents as required by the County to adequately control, coordinate, and approve the plans.

The Consultant will prepare all plans, specifications, and permit applications related to all required permits, and respond to permitting agency requests for additional information. The Consultant will assist Clay County in all negotiations and communications required during the processing of these permits.

Drawings with budget cost estimates and supporting documents will be submitted for review and approval by the County at 30%, 60%, 90%, and final completion stage. Any changes, refinements, or modifications, which may be required after review, shall be completed by the Consultant and submitted to the County for approval at the next completion stage.

The Consultant shall distribute phase submittals as shown:

#### **Phase I - Concept Submittal**

- Submit three (3) alternative roadway designs
  - One shall be the design in the feasibility study that is attached
  - One shall push the alignment into the Library entrance to the north and eliminate the round-about, Attachment A.
  - One could be for any other design that is more feasible than the others.
- Submit one (1) copy of each alternatives' cost estimate
- Summarize the cost/benefits of each alternative
- Concept Submittal plans will need to be reviewed by the Development Review Committee (DRC).

### **Phase II - 60% Submittal**

- Submit three (3) sets of roadway plans from the selected alternative
- Submit three (3) copies 60% cost estimate
- Submit list of all permits, which will need to be acquired to construct the project along with any application fee

### **Phase III - 90% Submittal**

- Submit three (3) sets of roadway plans
- Submit three (3) copies 90% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study
- 90% Submittal plans will need to be reviewed by the Development Review Committee (DRC).

### **Phase IV (Final) - 100% Submittal**

- Submit three (3) sets of roadway plans sheets
- Submit three (3) copies 100% cost estimate
- Submit three (3) copies of any relevant completed technical report, analysis or study

The Consultant shall provide copies of the required plans and documents for each Phase Review. Prior to each Phase Review, the County's Project Manager will determine the specific number of copies required prior to each submittal.

Up to six (6) sets of plans will be submitted to the County upon acceptance of the final construction documents plans. One additional set of roadway plans will be signed and sealed by the registered engineer. The Consultant shall also deliver final construction plans and documents in digital format. The final construction plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

## **5. Project Bidding and Negotiating**

The Consultant will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of this project. Said bidding shall be in accordance with the County's normal bidding procedures. The Consultant shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one addendum to the bid. Upon bid submittal, the Consultant shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant and Clay County Purchasing Department.

## 6. Schedule

The Consultant shall provide a schedule for all work required as part of this solicitation. The goal would be to have the design complete by the end of Fiscal Year 2022-23 (Sept. 30, 2023) and dependent upon right-of-way needs start construction once any right-of-way is secured.

## 7. Provisions for Work

All maps, plans, designs, and necessary documents are to be prepared with English values in accordance with all applicable current FDOT manuals, memorandums, guidelines and other documents listed below:

- General
  - Florida Statutes
  - Florida Administrative Codes
  - Florida Department of Transportation Project Development and Environmental Manual
  - Florida Department of Transportation Plans Preparation Manual
  - Florida Department of Transportation Standard Specifications for Road and Bridge Construction
  - Florida Department of Transportation Handbook for Preparation of Specifications Package
  - Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System
  - Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
  - Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982
  - CADD Production Criteria Handbook
  - CADD Manual
  - Florida's Level of Service Standards and Guidelines Manual for Planning
  - Equivalent Single Axle Load Guidelines
  - Design Traffic Procedure
  - K-Factor Estimation Process
  - Project Traffic Forecasting Guidelines
  - Florida Department of Transportation Basis of Estimates Manual
  - Quality Assurance Guidelines
  - Safety Standards
  - Rule 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
  - Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys
  - Any special instructions from the DEPARTMENT
  - Utility Accommodations Guidelines

- Policy for Geometric Design of Highways and Streets
- Florida Department of Transportation Materials Manual
- Permits
  - Any and all necessary Environmental Resource Permits and requirements
- Drainage
  - Drainage Manual
  - Drainage Handbooks
  - Storm Drain
  - Optional Pipe Materials
  - Stormwater Management Facility
  - Cross Drain
  - Erosion and Sediment Control
  - Hydrology
  - Temporary Drainage Handbook
- Survey
  - Location Survey Manual
  - Highway Field Survey Specifications
  - Automated Survey Data Gathering
  - Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects
  - Standards for Consultant-Submitted G.P.S. Static Control Projects
  - EFB User Guide
  - Chapter 472, F.S.
  - Chapter 177, F.S.
  - FDEP Bureau of Surveying and Mapping
- Traffic Operation Manuals
  - American Disabilities Act
  - AASHTO - Guide for Development of Bicycle Facilities
  - Federal Highway Administration Standard Highway Signs Manual
  - Florida Department of Transportation Traffic Engineering Manual
  - Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS)
  - National Electrical Code
  - National Electric Safety Code
  - Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCO)
  - Minimum Specifications for Traffic Control Signal Devices
  - Florida Department of Transportation - Florida Roundabout Guide
  - FHWA - Roundabouts: An Informational Guide

- Florida Department of Transportation Median Handbook
  - AASHTO - An Information Guide for Highway Lighting
- Mapping
  - Right-of-Way Mapping
  - Florida Department of Transportation Right-of-Way Handbook
  - Florida Department of Transportation Right-of-Way Manual
- Structures
  - AASHTO Standard Specifications for Highway Bridges and Interims (for curved steel bridges and pedestrian bridges only)
  - AASHTO LRFD Bridge Specifications and Interims
  - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
  - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, dated 1994
  - AASHTO LFD Guide Specifications for Steel Curved Girder Bridges
  - AASHTO Guide Specifications for Horizontally Curved Highway Bridges
  - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
  - AASHTO Guide Specifications for Design of Pedestrian Bridges
  - AASHTO Guide Specifications for Structural Design of Sound Barriers
  - Florida Department of Transportation Structures Design Guidelines
  - Florida Department of Transportation Structures Detailing Manual
  - Florida Department of Transportation Structures Standard and Semi-Standard Drawings
  - Florida Department of Transportation Structures Design Office Temporary Design Bulletins (available on Florida Department of Transportation Structures web site only)
  - Florida Department of Transportation Preferred Details (available on Florida Department of Transportation Structures web site only)
  - Florida Department of Transportation - New Directions For Florida Post-Tensioned Bridges Volumes 1-5
  - Florida Department of Transportation Bridge Load Rating Permitting And Posting Manual
- Geotechnical
  - Soils and Foundation Handbook
  - Manual of Florida Sampling and Testing Methods
- Landscape Architecture
  - Florida Highway Landscape Guide

- Right-of-Way & Real Estate Support Services
  - Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

## **II. ROADWAY ANALYSIS**

The Consultant shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums unless otherwise approved by the County's Engineer.

### **1. Survey**

The Consultant shall provide the project Survey prior to the first plans submittal.

### **2. Right-of-Way and Real Estate Support Services**

Assist with the acquisition of rights-of-way, easements and properties for County projects. This may involve performing property, right-of-way and easement boundary surveys; preparing R/W plans, maps, and legal descriptions; performing title searches and abstracts; staking right-of-way in the field; performing appraisal, acquisition and relocation services in accordance with County and FDOT requirements; and Land Use Planning services for property acquisition by negotiation and eminent domain, e.g., impact and "cure" purposes for appraisals, or reviewing and commenting on such work.

### **3. Preliminary Horizontal Control Plan**

The Consultant shall provide a Preliminary Horizontal Control Plan prior to the first plans submittal.

### **4. Horizontal/Vertical Master Design Files**

The Consultant shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management and scope of work.

## **5. Traffic Control Analysis**

The Consultant shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop-offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The Consultant shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. Before proceeding with the Traffic Control Plan, the Consultant shall meet with the appropriate County personnel. The purpose of this meeting is to provide information to the Consultant that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The Consultant shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the Consultant shall notify the County's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the County. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

## **6. Master TCP Design File**

The Consultant shall develop master Traffic Control Plan (TCP) files.

## **7. Quantities and Cost Estimates**

The Consultant shall develop accurate quantities and cost estimates including supporting documentation. This also includes estimated construction days.

## **8. Utility Coordination**

The Consultant shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submittal. The Consultant shall develop utility conflict information to be provided to County Project Manager. The County shall coordinate with the identified UAOs and provide any Utility Work Schedule to the Consultant. The Consultant shall review Utility Work Schedules provided by the UAO versus the project design, TCP and the estimated construction time.

## **9. Quality Assurance/Quality Control**

The Consultant shall submit their Quality Assurance / Quality Control (QA/QC) Plan that will be used during the design of this project to the County's Project Manager within twenty (20) calendar days of the written Notice to Proceed.

### **III. DRAINAGE ANALYSIS**

The Consultant shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The Consultant shall be responsible for reviewing the existing drainage and stormwater management system to check for maintenance issues. All design work shall comply with the requirements of the appropriate regulatory agencies and the Florida's Department of Transportation Drainage Manual and Stormwater Management Facility Handbook.

The Consultant shall coordinate fully with the appropriate permitting agencies and the County's staff. All activities and submittals should be coordinated through the County's Project Manager. The work will include the engineering analyses for any or all of the following:

#### **1. Drainage Map Hydrology**

Verify the accuracy of the drainage basin boundaries to be used in the original design. Basin delineation shall incorporate existing survey and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Florida Department of Transportation Plans Preparation Manual.

#### **2. Under Drain Systems**

Analyze and Design underdrain to provide adequate relief from heightened groundwater levels that may harm the roadway system. Determine the size and length of underdrain necessary to keep seasonably high groundwater down to an acceptable elevation.

#### **3. Drainage Design Documentation Report**

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions.

#### **IV. ROADWAY PLANS**

The Consultant shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction: key sheet, drainage map(s), typical sections sheet(s), summary of quantities sheet(s), box culvert data sheet(s), summary of drainage structures sheet(s), project layout sheet(s), reference points, general notes, plan/profile sheet(s), special profile sheet(s), intersection layout sheets, miscellaneous detail sheet(s) (if applicable), drainage structure sheet(s), miscellaneous drainage detail sheet(s) (if applicable), pond detail sheet(s), pond cross section sheet(s), lateral ditch sheet(s), control structure detail sheet(s), roadway soil survey sheet(s), cross section sheet(s), SWPPP sheet(s), erosion control sheet(s), traffic control sheet(s), utility adjustment sheet(s), utility verification sheet(s) (if applicable) and any other detail sheets necessary to convey the intent and scope of the project for the purpose of construction.

Computerized aerial drawings will be utilized in the development of the roadway plans. Stationing of the project will be approximate and will be based on existing information. Plans production will generally follow FDOT tabloid size plan format.

#### **V. TRAFFIC CONTROL PLAN**

The Consultant shall prepare plan sheets, notes, and details to include the following: typical sections sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), tabulation of quantities sheets(s), and traffic control plans sheets(s) for the cross-drain replacements or relocation only.

#### **VI. UTILITIES**

The Consultant shall be responsible for attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the roadway plans. In addition, any utility may piggy-back this design contract to add any necessary facilities required in the roadway. A fee for specific utility work would be agreed upon by the appropriate parties.

The County shall be responsible to coordinate utility relocation with all Utility Agency / Owners. The County shall provide markups and/or utility work schedule to the Consultant. The Consultant shall be responsible for reviewing the information in reference to the proposed improvement and to incorporate the utility information into the Utility Adjustment Plans.

#### **VII. ENVIRONMENTAL SERVICES AND PERMITS**

## **1. Preliminary Project Research**

The Consultant shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure the design efforts are properly directed towards permits requirements. The Consultant shall perform and produce a Wetland Evaluation Report, Endangered Species Report and Biological Assessment and Essential and Habitat Report.

The Consultant shall also review for any existing easements or other restrictions that may exist both within or proposed project boundary. The Consultant shall determine if any Sovereign Submerged Lands easements need to be modified or acquired. Project research may include but should not be limited to review of available federal, state, and local permit files and databases, local government information including county and property appraiser data. This information will be shown on the plans as appropriate.

## **2. Field Work**

### **a. Quality Assurance/Quality Control**

At the Pre-construction Conference, the Consultant must be prepared to discuss the Erosion Control Plan, including environmentally sensitive areas, and known risk, proposed avoidance measures, and the special requirements listed in the permit for this project. Payment for attending the Pre-construction Conference will be made through Post Design Services, to be negotiated post-Letting.

## **VIII. SIGNING AND PAVEMENT MARKINGS**

The Consultant shall prepare plan sheets, notes, and details to include the following: General Note sheet(s), Tabulation of Signing and Marking sheet, and Special Marking Details sheet(s).

## **IX. SIGNALIZATION**

The Consultant shall prepare plan sheets, notes, and details to include the following: General Note sheet(s), Signalization Plans Sheets, Span mount equipment details, Overhead street name sign details sheets, sign bracket arm details sheets, Tabulation of all Signalization equipment, and all loops data sheet(s).

## **X. SPECIAL PURPOSE ROUTE SURVEY**

The Consultant shall be responsible for survey operations adequate for the design as per Florida Statue.

## **XI. MAPPING**

The Consultant will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to County size and format requirements utilizing approved software, and will be designed to provide a high degree of uniformity and maximum readability. The Consultant will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to the County for review at stages of completion as negotiated.

## **XII. GEOTECHNICAL**

The Consultant shall be responsible for a complete geotechnical investigation. All work performed by the Consultant shall be in accordance with all applicable standards.

Prior to beginning geotechnical investigation, the Consultant shall submit investigation plan and meet with the County's Project Manager or representative to review the project scope and applicable requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The Consultant shall notify the County in adequate time to schedule a representative to attend all related meetings and field activities.

### **1. Document Collection and Review**

Consultant will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, Consultant shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The Consultant shall be responsible for coordination of all geotechnical related fieldwork activities. The Consultant shall retain all samples until acceptance of Phase IV plans.

Consultant shall perform specialized field-testing as required by project needs.

All laboratory testing and classification will be performed in accordance with all applicable standards including, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

**2. Detailed Boring Location Plan**

Develop and provide detailed boring location plan.

**3. Permits**

Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

**4. Property Clearances**

Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of the County's Project Manager.

**5. LBR Sampling**

Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

**6. Coordination of Field Work**

Coordinate all field work required to provide geotechnical data for the project.

**7. Soil and Rock Classification - Roadway**

Refine soil profiles recorded in the field, based on results of laboratory testing.

**8. Design LBR**

Determine design LBR values from the 90% and mean methods.

**9. Laboratory Data**

Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

**10. Seasonal High-Water Table**

Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

## **11. Parameters for Water Retention Areas**

Calculate parameters for water retention areas, exfiltration trenches, and/or swales.

## **12. Limits of Unsuitable Material**

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. If requested, prepare a plan view of the limits of unsuitable material.

## **13. ASCII Files for Cross-Sections**

Create ASCII files of boring data for cross-sections.

## **14. Embankment Settlement and Stability**

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

## **15. Design Groundwater Level for Structures**

Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

## **16. Soil Parameters for Signs, Signals, and Strain Poles and Geotechnical Recommendations**

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

## **17. Box Culvert Analysis**

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- Provide lateral earth pressure coefficients.
- Provide box culvert construction and design recommendations.
- Estimate differential and total (long term and short term) settlements.
- Evaluate wingwall stability.

## **18. Geotechnical Recommendations**

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

## **19. Preliminary Roadway Report and Pavement Evaluation Report**

If a preliminary roadway investigation is performed, a preliminary roadway report shall be submitted before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.
- If a pavement evaluation is performed, the evaluation and report submittal shall be in accordance with Section 3.4 of the Materials Manual: Pavement Coring and Evaluation.

## **20. Final Roadway Report**

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

- The Consultant will respond in writing to any changes and/or comments from the County and submit any responses and revised reports.

## **21. Drafting**

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map. Soil symbols must be consistent with those presented in the latest FDOT Soils and Foundations Handbook.

## **XIII. POST DESIGN SERVICES**

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of Consultant errors and/or omissions.

### **1. Digital Delivery**

The Consultant shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the County on acceptable electronic media, as determined by the County.

### **Performance Evaluation**

A work performance evaluation will be conducted periodically and at the completion of each various project.

### **Additional Services**

If the County identifies any additional services or projects to be provided by the firm that are not covered under the agreement that are beneficial to the County, such additional services shall be mutually negotiated between the County and the Firm.

**ATTACHMENT B  
CONSULTANT'S SCOPE OF  
SERVICES FOR PRELIMINARY  
DESIGN – PHASE 1**

**SCOPE OF SERVICES  
FOR PRELIMINARY DESIGN**

**RADAR ROAD IMPROVEMENTS  
CONCEPT PLANS**

**CLAY COUNTY, FLORIDA**

**January 18, 2023**

**I. SCOPE OF THE PROJECT**

The design of Radar Road Improvements project consists of a new roadway alignment including existing and proposed stormwater conveyance and treatment facilities, roadway drainage, utility coordination, and new traffic signals. The limits of the project are from Town Center Boulevard to US-17.

The design shall consist of a new two-lane roadway with sidewalk on the south side and a shared use path on the north side of the roadway.

It is anticipated that three (3) alternative roadway designs will be submitted for review with the initial 30% submittal to Clay County. A preferred alignment will be selected by the County at this stage of the project.

**Final design will be performed under a separate authorization from the County.**

This scope of services will include survey, geotechnical exploration and testing, SJRWMD, FDEP, FDOT and Clay County coordination.

**Task – Project General and Project Common Tasks**

This task consists of project general / common tasks including: Contract Maintenance and Specifications Package Preparation, and the preparation of graphics and attendance for one public meeting. Specific Tasks include:

**Public Meeting Preparations**

Includes assisting the County with preparation of materials for public meetings, e.g., exhibits, and coordination with County staff. One public meeting with the FDOT and the County is anticipated.

**Public Meeting Attendance/Follow-up**

Task includes set-up, attendance at the public meeting and preparation of a meeting summary. The summary includes a copy of all slides, boards, handouts, completed sign-in sheets and completed comment forms. Includes two participants.

**Contract Maintenance and EDMS**

Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports, schedule updates and compilation and submittal of project documentation.

#### Prime Consultant Project Manager Meetings

Includes only Project Manager staff hours for phase review, progress review, miscellaneous review meetings, and other design activities meetings, including any travel time. Meetings required for other staff for each Activity are included in the meetings section for that specific Activity. As indicated in the Fee proposal.

#### Electronic/Digital Delivery

Includes submitting applicable documents and contract plans in digital format. Electronic Delivery to the County and Permitting agencies.

#### ICE Analysis

This task includes the preparation of an Intersection Control Evaluation as required by the FDOT. The evaluation will consider multiple context-sensitive control strategies and will identify / select a control strategy meeting the project's access needs. Specifically, the chosen control will fit the location's context classification, provide safe travel for all road users, and reflect the overall best option.

### **Task - Roadway Analysis**

This task consists of the design of geometrics for the project using FDOT and/or Clay County design standards as appropriate. The design elements to be analyzed will include horizontal alignment, vertical alignments, lane widths, turn lane lengths, shoulder widths, cross slopes, cross slope correction (if necessary), lane transitions, and features of intersections. Opinions of the probable project construction cost will be submitted at the 30% design phase. FDOT reviews and permitting will also be required for the connection at US 17.

This task is for Preliminary Roadway Analysis. The Preliminary Roadway Analysis includes the effort required to prepare three preliminary designs of alternative alignments between Town Center Boulevard and US 17.

Specific Tasks include:

#### Typical Section Package

All work required to develop and obtain approval of the typical section package according to the County. Also includes any modification received from reviews.

#### Horizontal /Vertical Master Design Files

All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets.

#### Access Management

Includes all efforts required to determine location and types of median openings and driveway connection spacing.

#### Roadway Quantities

Includes all work required to determine the roadway quantities preparing the supporting documentation at the 30% plan stage.

#### Roadway Cost Estimate

Preparing roadway cost estimates at 30% plan stage.

#### Field Reviews

Includes travel time for trips to field to obtain data necessary for roadway design.

#### Technical Meetings

Roadway Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

## Task - Roadway Plans

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Key Sheet
- Typical Sections
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheet

## Task - Drainage Analysis

This task consists of a drainage analysis of the stormwater drainage system required for the roadway extension. Design work shall follow the requirements of the respective regulatory agencies. The objective is to design a stormwater collection system for the new 2-lane roadway.

Two detention ponds are anticipated along the Radar Road corridor. Pond site alternatives will be evaluated along with the 30% plans. Design of storm drains will be required along the entire length of the project for the anticipated urban typical section.

This task is for the Preliminary Drainage Analysis. The Preliminary Drainage Analysis includes the effort required to evaluate potential pond sites and other treatment and attenuation options with respect to the three preliminary designs of alternative alignments between Town Center Boulevard and US 17.

Specific Tasks include:

### Determine Base Clearance Water Elevation

Review of the soils report and documentation to determine the base clearance.

### Pond Siting Analysis and Report

Includes the evaluation of multiple pond sites per basin. Gather relevant existing information and basin characteristics such as degree of urbanization, right of way constraints, potential utility impacts, and quantity of environmental impacts.

### Design of Stormwater Management Facility

Includes determining pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, etc.), routing, outlet control structure design

### Drainage Design Documentation Report

This task is for writing and developing the report. Calculations are to be included in the report, however hours to perform calculations are included in the respective analysis task.

### Drainage Cost Estimate

Prepare cost estimates for the drainage components at 30% plan stage.

### Field Reviews

Includes travel time for trips to field to obtain data necessary for drainage design.

### Technical Meetings

Drainage Meetings with County and/or Agency staff such as pavement design meetings, local governments, etc. Excludes Project Manager hours.

## **Task - Drainage Plans**

This task consists of the preparation of roadway plans in accordance with County standards. Plans will include:

- Drainage Map
- Detention Ponds
- Erosion Control Plan
- SWPPP

## **Task - Utilities**

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

### Kickoff Meeting

Prior to any contact with the UAOs, the Consultant shall meet with the County to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with County procedures. Consultant shall bring a copy of the design project work schedule reflecting utility activities.

### Identify Existing UAO(s)

Includes Research Time (office and field time) and travel time if applicable. Identify known utilities in the corridor; review prior utility permits, reports, existing plans and surveys provided. Identification shall include type, size, capacity (transmission or distribution for gas or power) and Contact Sunshine 811.

### Make Utility Contacts

(First Contact) Send letters and two sets of plans to each utility, one set for the County, one set each to construction and maintenance office if required. Request type, size, location, easements, and cost for relocation if applicable.

(Second Contact) At a minimum of 4 weeks prior to the meeting, the Consultant shall transmit two complete sets of 60% plans and the utility conflict information (if applicable) to each UAO having facilities located within the project limits, and one set to the County.

(Third Contact) Identify agreements and assemble packages. Send agreements, letters, the utility conflict information (when applicable), and two sets of plans to the UAOs including all component sets, one set for the County, one set to construction and maintenance if required. Include the design schedule.

### Preliminary Utility Meeting

Includes pre-meeting preparation time + travel time + meeting duration + preparation of minutes, per meeting. The Consultant shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAOs to present proposed facilities. The Consultant shall keep accurate minutes and distribute a copy to all attendees.

### Individual/Field Meetings

Includes time for trips to the field to gather data for conflict resolution/utility issues and/or meetings with UAO(s). Lump sum based on pre-meeting preparation time + travel time + meeting duration + preparation of minutes, per meeting. The Consultant shall meet with each UAO as necessary, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO's plans and work schedules.

### Collect and Review Plans and Data from UAO(s)

Review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans.

## **Task – Permitting (SJRWMD, FDEP, FDOT)**

This task includes environmental services along the project corridor and providing assistance with an ERP and FDEP application. Services also include coordination with SJRWMD and FDEP and environmental responses to requests for information (RFI). A FDOT Connection Permit and Drainage Permits are also anticipated. Specific Tasks include:

### Preliminary Project Research

Data gathering including desktop analysis from relevant sources including PD&E studies, county, local agencies, WMD, USACE, USCG, etc. Research conservation easement or, title restrictions. Review any other information available from the County or St. Johns River Water Management District and verify background data. This task includes a preliminary field review.

### Technical Meetings

Engineering Meetings with County and/or Agency staff.

## **Task - Signing and Pavement Markings Analysis**

This task includes the design of pavement markings and roadside signage as required for the project improvements. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Clay County and FDOT standards, as appropriate. Specific Tasks include:

### Signing and Pavement Marking Reference and Master Design File

Develop master design file showing all signing and pavement markings. Includes all work necessary to create the master design file and design the signing and pavement markings.

### Signing and Pavement Markings Quantities

Includes all work required to determine the Signing and Pavement Markings quantities and preparing the supporting documentation the 30% plan stage.

### Signing and Pavement Markings Cost Estimate

Preparing an initial Signing and Pavement Markings cost estimate at the 30% plan stage.

## **Task - Signing and Pavement Markings Plans**

This task consists of the preparation of Signing and Pavement Markings plans in accordance with County standards. Plans will include:

Signing and Pavement Markings Plan Sheets

**Task – Traffic Signalization Analysis**

This task includes the design of new traffic signals at Town Center Boulevard and US 17. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT, and Clay County standards. Specific tasks include:

Reference and Master Signalization Design File

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. Includes the design and layout of proposed signal heads, loops, pedestrian signals, conduit, pull boxes, and service points, etc. Also includes proposed call outs, pay item numbers, loop detector chart, controller timing chart, signal/ pedestrian head details, sign details, controller notes, and signal operating plan, etc.

Traffic Signal Quantities

Includes all work required to determine the Signal quantities preparing the supporting documentation at the 30% plan stage.

Traffic Signal Cost Estimate

Preparing an initial Signal cost estimate at the 30% plan stage.

**Task – Traffic Signalization Plans**

This task consists of the preparation of Traffic Signalization Plans in accordance with County standards. Plans will include:

- Tabulation of Quantities
- General Notes/Pay Item Notes
- Signal Plan Sheets

**Task - Topographic Surveying (ETM Surveying & Mapping, Inc.)**

This task includes topographic survey for the Radar Road corridor including approaches in each direction. This task also includes the preparation of a boundary survey for Radar Road along with the plat and placement of permanent reference monuments needed for the property transfer to Clay County. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

**Task – Subsurface Utility Exploration (ETM Surveying & Mapping, Inc.)**

This task includes a budget for utility research, utility designation/surveying and subsurface utility excavations (soft digs). The extent of subsurface utility exploration will be determined during final design efforts. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

**Task - Geotechnical Engineering (Meskel & Associates, PLLC)**

The Consultant will provide supplemental geotechnical exploration and testing to support the design of the proposed roadway widening, drainage system and the proposed pond. Please see the attached detailed scope of services from Meskel & Associates Engineering.

## II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

	11" x 17"	Digital Copy
PHASE REVIEW	Copies	
30% Phase Plans	3	1

## III. CLAY COUNTY RESPONSIBILITIES

### A. DOCUMENTS

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

### B. REVIEWS

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

## IV. TIME SCHEDULE

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

**V. FEE SCHEDULE**

<b>Task</b>	<b>Lump Sum</b>	<b>Budget</b>
Project General and Project Common Tasks	\$17,389.59	
Preliminary Roadway Analysis	\$50,930.98	
Roadway Plans	\$17,485.63	
Preliminary Drainage Analysis	\$51,320.34	
Drainage Plans	\$12,270.65	
Utilities	\$6,232.28	
Permitting (SJRWMD, FDEP, FDOT)	\$23,182.56	
Signing and Pavement Markings Analysis and Plans	\$9,822.26	
Traffic Signalization Analysis & Plans	\$14,583.31	
Topographic Surveying (ETM Survey & Mapping)	\$97,185.00	
Subsurface Utility Exploration (ETM Survey & Mapping)		\$56,730.00
Geotechnical Engineering (Meskel)	\$33,300.00	
<b>Subtotal Base Design Services</b>	\$333,702.60	\$56,730.00
Expenses		\$11,659.50
<b>Project Total</b>	\$402,092.10	

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

## Sub-Consultant Back-up

Topographic Survey  
Subsurface Utility Exploration  
ETM Surveying & Mapping

Rev. December 29, 2022

Mr. Brian Landeweer, P.E.  
Project Manager/Shareholder  
England, Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258  
[LandeweerB@etminc.com](mailto:LandeweerB@etminc.com)

Reference: ***Radar Road from West of Town Center Blvd to US-17,  
Clay County, Florida ~ Surveying Services***

Dear Mr. Landeweer,

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

### ***Task 1: Topographic Route Survey***

Prepare a 3D DTM and topographic route survey for design purposes of an approximate 2200-foot corridor for a section of Radar Road and a portion of the County property at the NE corner of Radar Road and Town Center Boulevard in Clay County, Florida. The limits of survey extend from 400 feet westerly of the Town Center Boulevard and Radar Road intersection easterly to US-17 and includes 700 feet northerly on US-17 and 700 feet southerly, it is also inclusive of a 1200 foot corridor on Town Center Boulevard all as depicted on the graphic received from ETM and attached hereto as Exhibit A. The survey will combine laser scanning and conventional survey to populate the DTM. The survey will extend from proposed right of way to proposed right of way plus 20 feet. The surveyed data will be referenced to NAD83/2011 horizontal datum and the NAVD88 vertical datum.

Horizontal control points will be established at 1000 foot intervals and Benchmarks will be placed at the begin/end survey and TBM's will be placed at 1000' intervals through the project corridor. The baseline of survey will be staked at begin/end survey and at 1000 foot intervals through the project corridor, side street baselines will also be staked.

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

Cross section of the pond on the library property at 100' stations

Reference: Radar Road, Clay County, Florida ~ Surveying Services

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

**Lump Sum Fee.....\$81,385.00**

**Task 2: 3D Modeling of Existing Features**

Prepare 3D models of the existing features along and within the project corridor.

**Lump Sum Fee.....\$15,800.00**

**Task 4: Subsurface Utility Services**

Provide subsurface utility designating services for the project described above and as depicted on graphic provided by client. Through our initial design ticket through Sunshine811, we have found approximately ten utility owners within our project vicinity with approximately 53,000 linear feet of utilities to be designated (Approximately 35,000 linear feet along US17 and 18,000 linear feet along Radar Road/Town Center Boulevard). This scope of services also includes providing up to twenty test holes and eight mast arm clearances as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. The underground utility test holes and utility designation will be surveyed and incorporated into an acad file for use in engineering design.

**Utility Coordination ..... \$7,450.00**

**Designating ..... \$30,400.00**

**Survey ..... \$18,880.00**

**Maximum Limiting Fee..... \$56,730.00**

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

**Items Not Included**

Plat Processing for Recordation  
Document Processing for Recordation  
As-Built Survey  
Sketch and Legal Description

Title Review  
Construction Layout  
Tree Survey  
Research/Consultation

Reference: **Radar Road, Clay County, Florida ~ Surveying Services**

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

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

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

Sincerely,

**ETM Surveying and Mapping, Inc., INC.**



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

Accepted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company

Attachments: General Conditions, Hourly Rates

## 2022

### Schedule of Hourly Rates

#### Administrative/Office Survey Support

Principal Surveyor	\$235.00/HR
Senior Surveyor/Senior Project Manager	\$205.00/HR
Director	\$175.00/HR
Senior Project Surveyor	\$180.00/HR
SUE Coordinator	\$165.00/HR
Project Surveyor	\$160.00/HR
Project Manager – Survey	\$125.00/HR
Associate Project Manager – Survey	\$90.00/HR
CADD Survey Technician	\$110.00/HR
Administrative Support	\$90.00/HR
Expert Witness Services	\$320.00/HR

#### Field Survey

Field Supervisor	\$135.00/HR
Survey Field Crew (3 man)	\$180.00/HR
Survey Field Crew (2 man)	\$140.00/HR
Survey Intern	\$110.00/HR
SUE Technician	\$125.00/HR
SUE Field Crew	\$210.00/HR
Soft Hole (local-per hole, min. 5 holes)	\$400.00
Hard Hole (local-per hole, min. 5 holes)	\$500.00
Hard Hole (asphalt or concrete repair surcharge)	\$1,500.00
Mast Arm Clearance	\$2,300.00
Utility Designating Crew (Day Rate)	\$1,900.00
Utility Coordinator	\$120.00/HR
GIS Field Crew	\$128.00/HR
GIS Technician	\$107.00/HR

# Radar Road

Parcels  
 Neighboring US (most recent)  
 Red: Band\_1  
 Green: Band\_2  
 Blue: Band\_3

**Exhibit "A"**  
 Approximately 35 acres  
 total survey area

Proposed ROW needed from Church + possibly Apartment Complex

Existing Pond

Existing Pond

Existing Ponds

Proposed ROW may be needed from CDD

VVH's (All delivered in FDOT format w/ survey station / offset)  
 1. Estimate 20 for conflicts  
 2. Separate line item for 8 "X" mast arm VVH's

Include Line item for wetland flagging  
 Assume ditch along north side of  
 ROW will be flagged.

Geotechnical Services  
Meskel & Associates Engineering, PLLC

November 29, 2022



Brian Landeweer, PE  
England-Thims & Miller  
14775 Old St. Augustine Road  
Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services  
Radar Road Improvements  
Clay County, Florida  
MAE Proposal No. 040122

Dear Mr. Landeweer:

**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. Your proposal request email of November 10, 2022 included a Scope Exhibit prepared by ETM that shows the proposed improvements and requested geotechnical field scope.

Based on the provided information, we understand that the project will include improvements to Radar Road to make it a 4-lane roadway from Town Center Drive to US Highway 17 in Clay County. The improvements will include additional roadway, traffic signals at Town Center Drive and US 17 intersections, and expanding the existing stormwater ponds near the Town Center Drive intersection.

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. Based on the provided information, we understand the following field services are requested:

Test Location	Test No. & Type	Test Depth ft below ground surface
Traffic Signals – Town Center Dr.	3 SPT*	30
Traffic Signals – US 17	4 SPT*	30
Stormwater Pond Expansions (3)	7 SPT*	20
Pavement Cores, Radar Rd & US 17	6	2**
New Roadway	11 Auger	6

\*Standard Penetration Test (SPT) Boring

\*\*Each core will be through pavement structure (asphalt surface and base material), plus 2-foot auger into subgrade

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. In addition, a private utility locator may be necessary to locate any utilities not included in the SSIC system.

Based on our recent site visit, we anticipate that MOT services will be necessary to maintain a safe work site for our field crew and maintain traffic flow. Therefore, we have included MOT services (lane closures) in our estimate.

The SPT borings for the traffic signals will be backfilled with a cement grout upon completion. The SPT borings for the pond expansions and the Auger borings for the roadway will be backfilled with soil cuttings upon completion. The pavement cores will be backfilled with soil cuttings to the bottom of the base course and then capped with an asphaltic cold-patch material to slightly above the adjacent pavement grade. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

The thickness of the asphalt surface and underlying base layers will be measured for thickness at each core location by the field crew. The asphalt pavement surface layer cores will be returned to our laboratory for observation and to be photographed for our report.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface and pavement conditions encountered at the boring and pavement core locations. The results of the exploration and evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, pavement condition, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- The observed pavement layer materials and their thickness,
- An estimate of the Seasonal High Groundwater Level at the site,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations of soil parameters for support of the traffic signals,
- Recommendations for reuse of the soils excavated from the proposed pond expansion areas as fill soil,
- Recommendations for support of the new pavements, and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for the following lump sum fees

<b>Geotechnical Exploration .....</b>	<b>\$28,000.00</b>
<b>Private Utility Locate Service, if needed .....</b>	<b>\$ 1,800.00</b>
<b>MOT Services (Lane Closures) .....</b>	<b>\$ 5,300.00</b>

Please note that this fee estimate is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

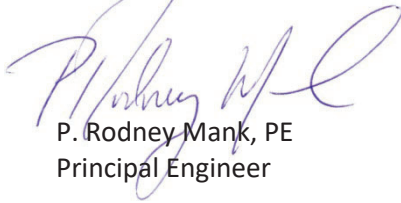
A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one to 2 weeks once the utilities have been marked and located. We anticipate that the field work will take up to 5 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 3 weeks after completion of the field and laboratory testing.

We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Sincerely,

**MESKEL & ASSOCIATES ENGINEERING, PLLC**



P. Rodney Manak, PE  
Principal Engineer

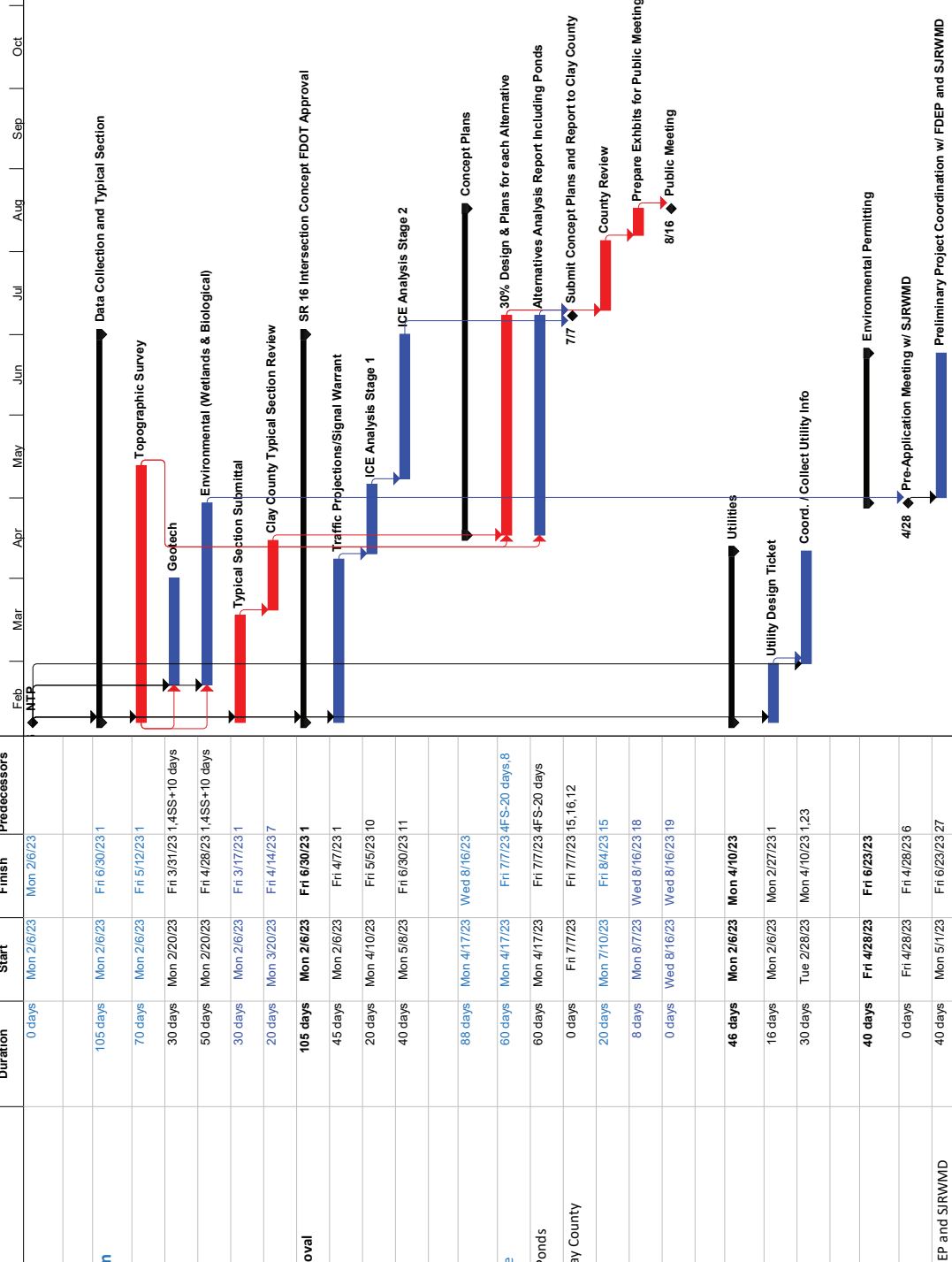
Distribution: Brian Landeweer, PE, ETM

[LandeweerB@etminc.com](mailto:LandeweerB@etminc.com)

**ATTACHMENT C**  
**PROJECT SCHEDULE – PHASE 1**

# Radar Road Concept Plans

ID	Task Name	Duration	Start	Finish	Predecessors
1	<b>NTP</b>	0 days	Mon 2/6/23	Mon 2/6/23	
2					
3	<b>Data Collection and Typical Section</b>	105 days	Mon 2/6/23	Fri 6/30/23	
4	Topographic Survey	70 days	Mon 2/6/23	Fri 5/12/23	
5	Geotech	30 days	Mon 2/20/23	Fri 3/31/23	1,4,SS+10 days
6	Environmental (Wetlands & Biological)	50 days	Mon 2/20/23	Fri 4/28/23	1,4,SS+10 days
7	Typical Section Submittal	30 days	Mon 2/6/23	Fri 3/17/23	
8	Clay County Typical Section Review	20 days	Mon 3/20/23	Fri 4/14/23	7
9	<b>SR 16 Intersection Concept FDOT Approval</b>	105 days	Mon 2/6/23	Fri 6/30/23	
10	Traffic Projections/Signal Warrant	45 days	Mon 2/6/23	Fri 4/7/23	
11	ICE Analysis Stage 1	20 days	Mon 4/10/23	Fri 5/5/23	10
12	ICE Analysis Stage 2	40 days	Mon 5/8/23	Fri 6/30/23	11
13					
14	<b>Concept Plans</b>	88 days	Mon 4/17/23	Wed 8/16/23	
15	30% Design & Plans for each Alternative	60 days	Mon 4/17/23	Fri 7/7/23	4FS-20 days,8
16	Alternatives Analysis Report Including Ponds	60 days	Mon 4/17/23	Fri 7/7/23	4FS-20 days
17	Submit Concept Plans and Report to Clay County	0 days	Fri 7/7/23	Fri 7/7/23	15,16,12
18	County Review	20 days	Mon 7/10/23	Fri 8/4/23	15
19	Prepare Exhibits for Public Meeting	8 days	Mon 8/7/23	Wed 8/16/23	18
20	Public Meeting	0 days	Wed 8/16/23	Wed 8/16/23	19
21					
22	<b>Utilities</b>	46 days	Mon 2/6/23	Mon 4/10/23	
23	Utility Design Ticket	16 days	Mon 2/6/23	Mon 2/27/23	1
24	Coord. / Collect Utility Info	30 days	Tue 2/28/23	Mon 4/10/23	1,23
25					
26	<b>Environmental Permitting</b>	40 days	Fri 4/28/23	Fri 6/23/23	
27	Pre-Application Meeting w/ SJRWMD	0 days	Fri 4/28/23	Fri 4/28/23	6
28	Preliminary Project Coordination w/ FDEP and SJRWMD	40 days	Mon 5/1/23	Fri 6/23/23	27



**Enland-Thoms & Miller, Inc.**  
VISION • EXPERIENCE • RESULTS

**Task**

- Task
- Split
- Milestone
- Summary
- Project Summary

**Group By Summary**

- Group By Summary
- Rolled Up Task
- Rolled Up Critical Task
- Rolled Up Milestone
- Rolled Up Progress

**External Tasks**

- External Milestone
- Inactive Task
- Inactive Milestone
- Inactive Summary

**Manual Task**

- Manual Task
- Duration-only
- Manual Summary Rollup
- Manual Summary
- Start-Only

**Finish-only**

- Finish-only
- Deadline
- Critical Task
- Progress