



CONTRACT EXECUTIVE OVERVIEW (Renewal)

Vendor Name England-Thims & Miller

Project Name: Engineering Services - Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

Bid/Reference # RFSQ-SWE-23-39

Contract Type: Master Service Agreement

Original Contract Date: 06/29/2026 New End Date: 06/28/2027

Resolution # 2023-59

City Council Approval Date: 06/20/2023

City's Project Manager Vineesh Crawford

Brief Description/Purpose:

1st Renewal - MSA for Engineering Services - Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

Approvals:

Responsible Dept. Director DocuSigned by:
Carl Cote
D9149C6987AB49F...

Date: Jun 15, 2026 | 12:50 PM EDT

City Finance Signed by:
Helena Alves
4F2A3892B67B492...

Date: Jun 16, 2026 | 10:08 AM EDT

City Attorney Signed by:
Marcus Duffy
A9D59FA5D9FD417...

Date: Jun 16, 2026 | 10:25 AM EDT

City Manager Signed by:
Mike McClain
D7DF1A254975438...

Date: Jun 16, 2026 | 7:25 AM PDT

Vendor Name and Email Matt Maggiore MaggiorM@etminc.com



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

England-Thims & Millers, Inc.
Attn: Matt Maggiore
14775 Old Saint Augustine Road
Jacksonville, Florida 32258

RE: Letter Authorizing Contract Renewal

Master Professional Service Agreement

Contract Name

June 29, 2023

Effective date

RFSQ-SWE-23-39 Engineering Services – Matanzas Wood Parkway & Palm Coast
Parkway Connector Roadway

Project name and #

Matt,

The above referenced contract is currently set to expire June 28, 2026. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until June 28, 2027. This is the first renewal.

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

- a. The Contractor's political opinions, speech, or affiliations;
- b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
- c. The Contractor's lawful ownership of a firearm;
- d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
- e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
- f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;



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- g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
- h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 448.095. E-Verify Registration and Use. "Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

Nathalie Garcia

Nathalie Garcia

Sr. Contracts and Procurement Coordinator

ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: Jun 16, 2026 | 7:25 AM PDT

SUPPLIER

Signed by:
By: Matthew S. Maggiore, PE
D580C (Authorized Corporate Signatory)

Print Name: Matthew S. Maggiore, PE

Title: Executive Vice President

Date: Jun 15, 2026 | 11:16 AM EDT



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: _____

Signed: _____

Entity: _____

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2024, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

England-Thims & Miller, Inc. _____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Matthew S. Maggiore, PE

Title: Executive Vice President

Signed by:
Signature Matthew S. Maggiore, PE
D580C1E7646E41C

Date: Jun 15, 2026 | 11:16 AM EDT

BPO Mgr. approved

DS
MR



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name ENGLAND-THIMS & MILLER, INC.

Project Name: ENGINEERING SERVICES – Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

Bid/Reference # RFSQ-SWE-23-39

Contract Type: Master Services Agreement

Contract Value \$ Over \$50K

Resolution # 2023-59

City Council Approval Date: 6/20/2023

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 3 years

Renewable (Y/N): yes

If Yes, # and length of
renewals: 2 at one year each

City's Project Manager CARL COTE

Brief Description/Purpose:

SERVICE AGREEMENT FOR ENGINEERING SERVICES – Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jun 27, 2023 | 6:08 AM PDT

City Finance Helena Alves

Date: Jun 28, 2023 | 9:07 AM EDT

City Attorney Mysa Borkert

Date: Jun 27, 2023 | 9:35 AM EDT

City Manager Denise Berman

Date: Jun 29, 2023 | 9:14 AM EDT



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.



Regards,
City of Palm Coast

Budget & Procurement Office





MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT (“Agreement”) made and entered into this 29 day of June, 2023 (“Effective Date”), between ENGLAND-THIMS & MILLER, INC., whose primary place of business is 14775 Old Saint Augustine Road, Jacksonville, Florida 32258, (“SUPPLIER”) and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, (“CITY”). CITY and SUPPLIER are collectively referred to herein as “Parties”.

WITNESSETH:

WHEREAS, CITY desires to procure **Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Engineering Services** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-23-39 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

B. Subcontractors

- i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.
- ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of this Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

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

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
- iii. 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 SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work

Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

ENGLAND, THIMS & MILLER, INC.

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

DocuSigned by:
By: Matt Maggiore
(Authorized Signatory)

Print: Denise Bevan

Print Name: Matt Maggiore

Title: City Manager

Title: Executive Vice President

Date: Jun 29, 2023 | 9:14 AM EDT

Date: Jun 26, 2023 | 1:40 PM EDT

- Exhibits
A - Work Order Template Form
B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____ / ____ /20 ____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: Assistant City Manager or Designee

Date: _____

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project) greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Stephanie Meehan</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 904-421-4339</td> <td>FAX (A/C. No.): 904-634-1302</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: stephanie_meehan@ajg.com</td> </tr> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td colspan="2">INSURER B : Charter Oak Fire Insurance Company</td> <td style="text-align: center;">25615</td> </tr> <tr> <td colspan="2">INSURER C : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td colspan="2">INSURER D : Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td colspan="2">INSURER E : The Travelers Indemnity Company of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td colspan="2">INSURER F : Travelers Excess and Surplus Lines Co</td> <td style="text-align: center;">29696</td> </tr> </table>	CONTACT NAME: Stephanie Meehan		PHONE (A/C. No. Ext): 904-421-4339	FAX (A/C. No.): 904-634-1302	E-MAIL ADDRESS: stephanie_meehan@ajg.com		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Continental Casualty Company		20443	INSURER B : Charter Oak Fire Insurance Company		25615	INSURER C : Phoenix Insurance Company		25623	INSURER D : Travelers Property Casualty Co of America		25674	INSURER E : The Travelers Indemnity Company of CT		25682	INSURER F : Travelers Excess and Surplus Lines Co		29696
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INSURED ENGLTHI-01 England Thims & Miller Inc.; EMM Properties LLC ETM Surveying & Mapping, Inc. 14775 Old St. Augustine Rd. Jacksonville FL 32258																												

COVERAGES **CERTIFICATE NUMBER: 1860851019** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6601W886202	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8101W88614623	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1W92864023	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		UB1W9272862343E	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A F	Professional / Pollution Liab Leased/Rented Equip.			AEH113771078 6302W314480	1/1/2023 1/1/2023	1/1/2024 1/1/2024	Per Claim/Aggregate \$100,000 \$10M/\$15M Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Engineering Services - Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway (RFSQ-SWE-23-39)
 City of Palm Coast, its officials, officers and employees are additional insured with respect to General Liability and Auto Liability on a primary and non-contributory basis. Waiver of subrogation applies in favor of the additional insured with respect to General Liability, Auto Liability and Workers Compensation policies. Umbrella policy follows form.

CERTIFICATE HOLDER City of Palm Coast 160 Lake Ave Palm Coast FL 32164	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect

during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30

days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated

by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

City of Palm Coast, Florida Agenda Item

Agenda Date: June 20, 2023

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$5,742,070.00
Division	ENGINEERING	Account	# 21097011-063000-54620
Subject	RESOLUTION 2023-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE WESTERN EXTENSION OF THE MATANZAS WOODS PARKWAY TO PALM COAST PARKWAY CONNECTOR ROADWAY		
Presenter: Carl Cote, Director of Stormwater & Engineering			
Background:			
Council Priority:			
D. Service Delivery and Efficiency			
<p>The Florida East Coast Railway (FEC) runs north/south just west of US 1, bisecting Palm Coast. There are approximately 12,000 acres of land within the City limits and west of the railroad tracks, with limited access. Currently, there are only two, at grade, railroad crossings within the city limits.</p> <p>The City believes that one or more western roadway extensions are needed to provide additional access to this western portion of the City to promote economic opportunities. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County. Transportation access to the west is part of the Northeast Florida Regional Council's 2022 Legislative Priorities as adopted by City Council.</p> <p>On March 15, 2022, City Council approved a Work Order with England, Thims & Miller, Inc., to perform a study to investigate the feasibility of the permitting and construction of westward extensions of Matanzas Woods Parkway, Palm Coast Parkway, Royal Palms Parkway, and Whiteview Parkway. Services included a review of possible roadway alignments, impacts to existing properties/uses, rights-of-way needs, design/permitting requirements, wetland and floodplain impacts, and construction costs.</p> <p>Due to several factors, the City proceeded with the western extension of Matanzas Woods Parkway as its first priority.</p> <ul style="list-style-type: none"> • Its close proximity to US 1, connection to I-95, and fewer environmental constraints than other areas, Matanzas Woods is a viable solution for access to the west. • Current site development was occurring between the railroad and the current termination point of Matanzas Woods Parkway which expedited the need to coordinate with the developer and determine a roadway alignment and identify right-of-way needs. • The City Master Plan for a new Public Works Facility that will connect to and abut the West Matanzas Woods Parkway and will require coordination for access points and 			

traffic circulation as well as potentials for a shared stormwater facility.

On March 15, 2022, City Council approved a Work Order with DRMP, Inc., to begin design of a set of roadway plans for the extension of the West Matanzas Woods Parkway including a flyover for the FEC railroad and terminating when the roadway gets back down to grade. During this process and coordination with FEC, Florida Power & Light (FPL), Florida Department of Transportation (FDOT), and the State, there were requests to provide a long-range plan showing at least the initial roadway configuration and access points, as well as a more detailed cost estimate for this entire roadway for use in seeking additional state funding.

Staff advertised a Request for Qualifications (RFSQ-23-39) for engineering services to complete 100% construction plans and permitting for the western extension of the West Matanzas Woods Parkway Phase 1 project where the flyover of the railroad terminates at grade on the western side of the railroad tracks, and to provide 30% plans for the continuation heading south to Palm Coast Parkway with a new proposed flyover heading back east over the railroad tracks back to US 1 in alignment with the existing US 1/Palm Coast Parkway intersection. This 30% set will be utilized to meet the coordination requirements of FDOT and FEC as well as to provide a detailed construction estimate.

Staff negotiated a scope and fee with the top-ranked firm England, Thims & Miller, Inc., for an amount not-to-exceed \$5,742,070.00. City staff has determined that the costs for these services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project are budgeted in the Transportation Impact Fee Fund.

SOURCE OF FUNDS WORKSHEET FY 2023

Transportation Impact- 21097011-063000-54620	\$4,409,000.00
Total Expenses/Encumbered to date	\$1,451,503.75
Pending Work Orders/Contracts	\$0.00
Current Contract	<u>\$2,000,000.00</u>
Balance	\$957,496.25

SOURCE OF FUNDS WORKSHEET FY 2024

Transportation Impact- 21097011-063000-54620	\$3,742,070.00
Total Expenses/Encumbered to date	\$0.00
Pending Work Orders/Contracts	\$0.00
Current Contract	<u>\$3,742,070.00</u>
Balance	\$0.00

Recommended Action:

ADOPT RESOLUTION 2023-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE EXTENSION OF THE WEST MATANZAS WOODS PARKWAY TO PALM COAST PARKWAY CONNECTOR ROADWAY



Matanzas Woods Pkwy to Palm Coast Pkwy Connector Roadway

Design Contract



Legislative Priority

Appropriations and Funding Requests

INFRASTRUCTURE

Transportation Access to the West



Background: The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Currently, there are only two, at grade, railroad crossings within the city limits. The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Request Action: Provide funding or legislative support for transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect: Improved access to the west will provide opportunities for regional economic advancement.



Flagler County Legislative Program 14

Background

- This project was identified by the City of Palm Coast as a Legislative Priority and included as part of the Flagler County unified legislative agenda and included as part of Northeast Florida Regional Council's 2022 Legislative Priorities





Project Status

Design

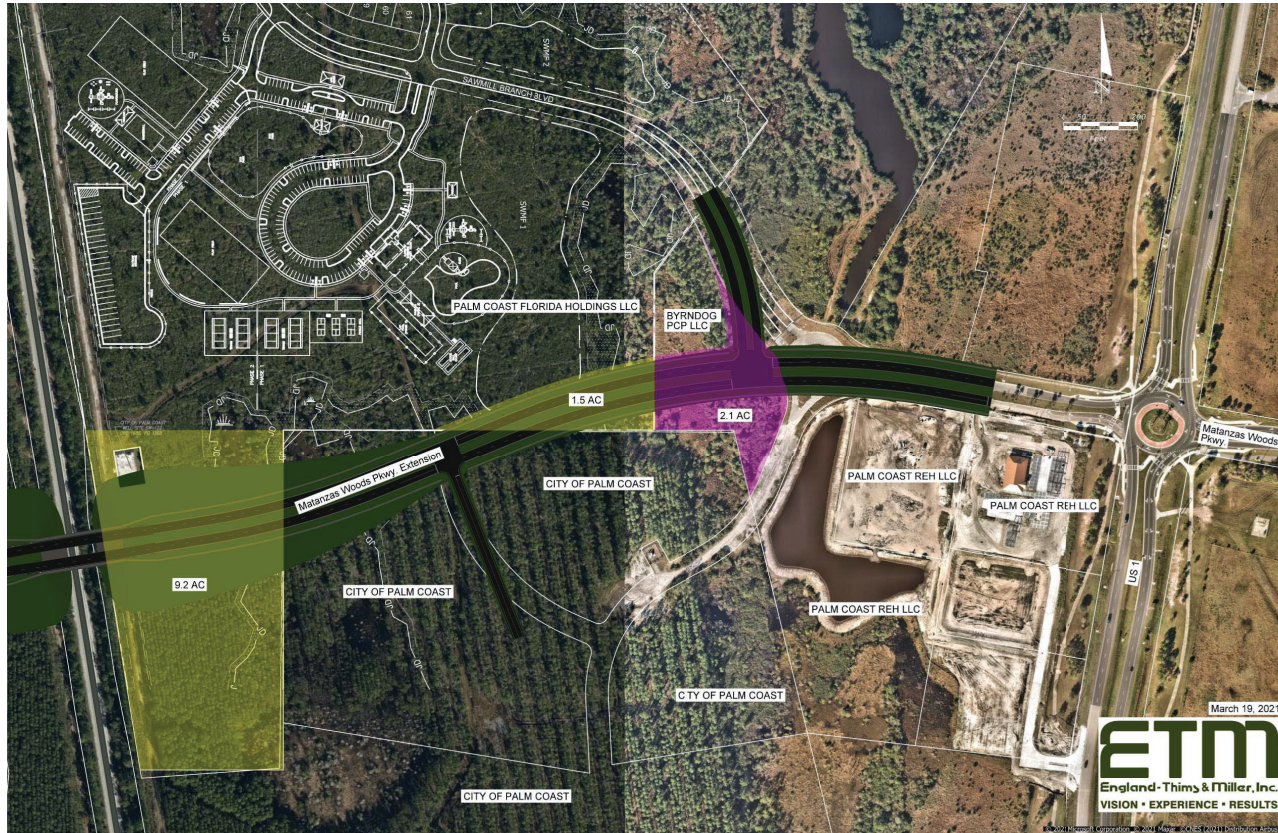
- 50% complete

Right-of Way

- Partially Obtained

Conservation Easement Release

- Underway





Project Limits





Council Direction

Council Action

- Approve a Contract with England, Thims & Miller, Inc. in the amount of \$5,742,070.00





Questions?



RESOLUTION 2023-____
MATANZAS WOODS TO PALM COAST PARKWAY CONNECTOR ROADWAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE WESTERN EXTENSION OF THE WEST MATANZAS WOODS PARKWAY TO PALM COAST PARKWAY CONNECTOR ROADWAY; PROVIDING AUTHORIZATION TO EXECUTE; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, England, Thims & Miller, Inc., desires to provide engineering services for the West Matanzas Woods Parkway to Palm Coast Parkway connector roadway for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the above-mentioned services for the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with England, Thims & Miller, Inc., for engineering services for the Matanzas Woods Parkway to Palm Coast Parkway connector roadway as attached hereto and incorporated herein by references as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments to the Master Services Agreement in accordance with the limits as set forth in Chapter 2, Division 3 Purchases and Contractual Services relating to the purchase approved by this Resolution.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of June 2023.

ATTEST:

CITY OF PALM COAST

KALEY COOK, DEPUTY CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A – England, Thims & Miller Work Order Proposal



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ENGINEERING SERVICES - MATANZAS WOODS PARKWAY & PALM COAST PARKWAY CONNECTOR ROADWAY - RFSQ-SWE-23-39

Date: 05/23/2023

Appeal Deadline: Appeals must be Filed by 5:00 PM on 5/26/2023

Firm	Points
England-Thims & Miller, Inc.	93.67
DRMP, Inc.	88.67

The intent of the City of Palm Coast is to award ENGINEERING SERVICES - MATANZAS WOODS PARKWAY & PALM COAST PARKWAY CONNECTOR ROADWAY to England-Thims & Miller, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator Thoff@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the Assistant City Manager, Lauren Johnston (LJohnston@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





RFSQ-SWE-23-39 - ENGINEERING SERVICES - MATANZAS WOODS PARKWAY & PALM COAST PARKWAY CONNECTOR ROADWAY

Project Overview

Project Details	
Reference ID	RFSQ-SWE-23-39
Project Name	ENGINEERING SERVICES - MATANZAS WOODS PARKWAY & PALM COAST PARKWAY CONNECTOR ROADWAY
Project Owner	Taya Hoff
Project Type	RFSQ
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking statements of qualification from professional consulting firms to provide professional services for the design of the West Matanzas Woods Parkway Extension Project.
Open Date	Apr 19, 2023 8:00 AM EDT
Intent to Bid Due	May 17, 2023 2:00 PM EDT
Close Date	May 18, 2023 2:00 PM EDT

Awarded Suppliers	Reason	Score
England-Thims & Miller, inc.		93.67 pts



Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	May 18, 2023 2:00 PM EDT	Taya Hoff
Required Forms 1 - 5	May 18, 2023 2:00 PM EDT	Taya Hoff
Addendum No 1 (Signed and dated)	May 18, 2023 2:00 PM EDT	Taya Hoff
Addendum No 2 (Signed and dated)	May 18, 2023 2:00 PM EDT	Taya Hoff
Addendum No 3 (Signed and dated)	May 18, 2023 2:00 PM EDT	Taya Hoff

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee’s review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Carl Cote	May 18, 2023 4:39 PM EDT	No



Jason DeLorenzo	May 22, 2023 3:42 PM EDT	No
Vineesh Crawford	May 19, 2023 7:44 AM EDT	No
Taya Hoff	May 18, 2023 2:01 PM EDT	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Check for submission as requested and completeness
Project Understanding and Proposal	20 pts	This section shall establish that the Proposer understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer’s ability to meet the City’s schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services. 0 = Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 1 = Poor – Partial submittal or very limited info meets requirements 2 = Below Standard – Mostly does not meet requirements 3 = Marginal – Partially Meets Criteria 4 = Average – Barely Meets Requirements 5 = Above Average – Meets Requirements 6 = Good – Slightly above Requirements 7 = Very Good – Meets Requirements with partial that exceed 8 = Well above average – Meets Requirements with majority that exceed 9 = Excellent – Exceeds Requirements 10 = Outstanding – Far Exceeds Requirements
Experience with Similar Projects, Technical Capability, and Qualifications	40 pts	Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. 0



		<p>= Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 1 = Poor – Partial submittal or very limited info meets requirements 2 = Below Standard – Mostly does not meet requirements 3 = Marginal – Partially Meets Criteria 4 = Average – Barely Meets Requirements 5 = Above Average – Meets Requirements 6 = Good – Slightly above Requirements 7 = Very Good – Meets Requirements with partial that exceed 8 = Well above average – Meets Requirements with majority that exceed 9 = Excellent – Exceeds Requirements 10 = Outstanding – Far Exceeds Requirements</p>
<p>Project Team & Schedule</p>	<p>40 pts</p>	<p>Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources. The information provided under this section should be limited to a maximum of ten (10) pages. Provide a detailed project schedule on how the team will complete the tasks by the due date indicated. 0 = Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 1 = Poor – Partial submittal or very limited info meets requirements 2 = Below Standard – Mostly does not meet requirements 3 = Marginal – Partially Meets Criteria 4 = Average – Barely Meets Requirements 5 = Above Average – Meets Requirements 6 = Good – Slightly above Requirements 7 = Very Good – Meets Requirements with partial that exceed 8 = Well above average – Meets Requirements with majority that exceed 9 =</p>



		Excellent – Exceeds Requirements 10 = Outstanding – Far Exceeds Requirements
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with Similar Projects, Technical Capability, and Qualifications	Project Team & Schedule
Supplier	/ 100 pts	Pass/Fail	/ 20 pts	/ 40 pts	/ 40 pts
England-Thims & Miller, inc.	93.67 pts	Pass	19.33 pts	36.33 pts	38 pts
DRMP, Inc.	88.67 pts	Pass	16.67 pts	35.67 pts	36.33 pts

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2023 ("Effective Date"), between ENGLAND-THIMS & MILLER, INC., whose primary place of business is 14775 Old Saint Augustine Road, Jacksonville, Florida 32258, ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Engineering Services** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-23-39 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
- ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
 - iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.
- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
 - ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
 - iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
 - iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
 - v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
 - vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.
- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
 - B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
 - C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.
- 7. ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

- 8. AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

B. Subcontractors

- i. SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees it may hire during the term of this Agreement.
- ii. SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- iii. SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of this Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

16. EXCLUSIVITY. The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. INDEPENDENT CONTRACTOR. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY’S officers and employees either by operation of law or by CITY.

18. INTERPRETATION. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

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

20. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
- iii. 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 SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work

Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

ENGLAND, THIMS & MILLER, INC.

By: _____

By: _____
(Authorized Signatory)

Print: Denise Bevan

Print Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

- Exhibits
- A - Work Order Template Form
- B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print Name: _____

Title: _____

Title: Assistant City Manager or Designee

Date: _____

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project) greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

SCOPE OF SERVICES

MATANZAS WOODS PARKWAY EXTENSION AND PALM COAST PARKWAY CONNECTOR

CITY OF PALM COAST, FLORIDA

June 14, 2023

I. SCOPE OF THE PROJECT

The Matanzas Woods Parkway Extension / Palm Coast Parkway Connector will serve as a new transportation and infrastructure corridor to provide public access and utilities to 12,000 acres of land within the Palm Coast city limits, on the west side of the Florida East Coast (FEC) Railroad.

Phase 1 of the project begins with the extension of Matanzas Woods Parkway westward from its existing terminus west of US 1, over the FEC Railroad with an above grade crossing. It is approximately 0.60 miles in length.

Phase 2 of the project will continue the corridor to the west and then turn south, terminating at the proposed Activities Center. Location of Phase 2 terminus to be determined.

Phase 3 of the project will continue the corridor to the south, then turn east to cross the FEC Railroad with another above grade crossing just south of Hargrove Grade and connect into the existing terminus of Palm Coast Parkway at US 1.

Phases 2 & 3 total approximately 6.50 miles in length.

This scope of services includes final design and permitting for Phase 1 of the project, which includes roadway lighting, extension of City ITS fiber, a traffic signal at Matanzas Village Avenue/Parkgate Boulevard, and the northern bridge crossing of the FEC Railroad. It also includes the final design of the southern bridge crossing of the FEC Railroad. Conservation easement releases and right of way acquisition required for Phase 1 will be completed for the City by others and is not a part of this scope of services. ETM will review limits of conservation easement release and right of way acquisition and confirm that they accommodate future 6-lane widening. ETM will utilize data previously collected by the City of Palm Coast, including surveys, and geotechnical exploration and testing.

For Phases 2 and 3, this scope of services includes surveying, geotechnical exploration and testing, SJRWMD/FDEP permitting, ACOE Permitting, stormwater master planning, wet detention stormwater treatment pond design, wetland permitting, floodplain permitting, and 30% construction plans.

The project will be designed as a 4-lane divided roadway with curb and gutter. The roadway will be designed to allow for widening to 6-lanes in the future. The roadway crossings over the FEC Railroad will be designed as 6-lane bridges. The storm water collection system and stormwater treatment ponds will be designed for the future 6-lane roadway.

This scope of services also includes coordination with multiple stakeholders, including the City of Palm Coast, FDOT, FEC, utility owners, and adjacent landowners.

The City's initial goal for this scope of services is to develop a preliminary design for the entire loop roadway to support estimating the project's overall construction cost by 12-31-2023. Cost estimates shall include all work associated with the project including but not limited to wetland impacts (e.g., mitigation credits), floodplain compensation, FPL transmission modifications, FPL lighting, Right-of-Way, FEC approval, and construction of all improvements as well as a separate CEI man-hour estimate that complies with FDOT and FEC requirements. This estimating effort may include engaging a subconsultant to serve as an independent estimator. In addition, the City may select a Construction Manager At Risk to aid in estimating the project costs.

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 City with preparation of materials for public meetings, e.g., exhibits, and coordination with City staff.

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 three participants.

Specifications Package Preparation

This task includes the time for assembling the Specifications Package for Phase 1. Specifications Preparation will begin at the 100% Design Phase.

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 City and Permitting agencies including electronic signing and sealing of final documents by each applicable Engineer of Record.

ICE Analysis

This task includes the preparation of an Intersection Control Evaluation as required by the FDOT at the southern intersection with US-1. 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. This includes traffic data collection, Stage 1 analysis, and Stage 2 analysis, as needed.

Construction Manager at Risk RFSQ Package

This task includes an allowance to assist the City with the preparation of a RFSQ for a Construction Manager at Risk (CMAR), and in evaluating responses that are received. Alternatively, this allowance may be utilized to engage an independent construction estimator. This task involves coordination with CMAR or estimator during the project, including providing plans and design files and responding to requests for additional information.

Task - Roadway Analysis

This task consists of the design of geometrics for the project using City of Palm Coast design standards. The design elements to be analyzed will include horizontal alignment, vertical alignments, lane widths, turn lane lengths, shoulder widths, cross slopes, lane transitions, and features of intersections. The design for Phase 1 will be Final Design. The design for Phases 2 and 3 will be developed to the 30% level. Opinions of the probable project construction cost will be submitted at the 30%, 60%, 100% and Final design submittals. Specific Tasks include:

Typical Section Package

All work required to develop and obtain approval of the typical section package according to the City. 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.

Traffic Control Analysis

Includes all work necessary to develop a TTCP concept, such as determining the usage of lane closures, traffic pacing, detours, diversions, lane shifts, temporary drainage, temporary signals, and pedestrian TTCP.

Master TCP Design Files

Develop master TTCP files showing each phase of the TTCP. Includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways, if required.

Roadway Quantities

Includes all work required to determine the roadway quantities preparing the supporting documentation at the 60% and 100% plan stages for Phase 1 and 30% for Phases 2 and 3.

Roadway Cost Estimate

Preparing roadway cost estimates at 60% and 100% plan stages for Phase 1 and 30% for Phases 2 and 3.

Field Reviews

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

Technical Meetings

Roadway Meetings with City 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 City standards. Plans will include:

- Key Sheet
- Typical Sections
- General Notes/Pay Item Notes
- Project Layout
- Plan Sheet
- Profile Sheet
- Intersection Layout Details
- Special Details
- Roadway Soil Survey Sheet
- Cross Sections
- Temporary Traffic Control Plan Sheets
- Temporary Traffic Control Detail Sheets
- Utility Adjustment Sheets
- Erosion Control Plan
- Project Network Control Sheet
- Utility Verification Sheet (SUE Data)

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 4-lane roadway that will accommodate the future 6-lane configuration. The design for Phase 1 will be Final Design. The design for Phases 2 and 3 will be developed to the 30% level. Design of roadway storm drains will be required along the entire length of the project for the anticipated urban typical section. 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

Design of Storm Drains

This task includes the design of the storm drains as well as curb inlets along the roadway.

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 60% and 100% plan stages for Phase 1 and 30% for Phases 2 and 3.

Field Reviews

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

Technical Meetings

Drainage Meetings with City 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 drainage plans in accordance with City standards. Plans will include:

- Drainage Map
- Drainage Structures
- 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. This task also includes design of City owned utilities adjacent to roadway. Specific tasks include:

Kickoff Meeting

Prior to any contact with the UAOs, the Consultant shall meet with the City to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with City 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 – Phases 2 and 3 only; already completed for Phase 1) Send letters and two sets of plans to each utility, one set for the City, one set each to construction and maintenance office if required. Request type, size, location, easements, and cost for relocation if applicable.

(Second Contact – Phase 1 only) 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 City.

(Third Contact – Phase 1 only) 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 City, 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.

Utility Design Meeting

The Consultant shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAOs. The Consultant shall be prepared to discuss impacts to existing trees/landscaping and proposed landscaping, drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO.

The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees.

Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements

Estimate 2 to 4 hours X number of Utility documents for each UAO (for example: schedules, agreements, estimates, red-green-brown marked plans, and based on the number of UAOs, length of the project and complexity of the utility impacts). Review utility marked-up plans and work schedules as they are received for content, and coordinate review with the designer. Send color markups and schedules to the appropriate City offices for review and comment if required by the City. Coordinate with the City for execution. Distribute Executed Final Documents. Prepare Work Order for UAO's if required by the City. Based on documentation received from the UAO, ensure resolution between UWS conflicts and the proposed construction plans/schedule.

Utility Coordination/Follow-up

Lump Sum based on complexity of the project, number of utilities and level of effort anticipated to coordinate with the Utilities (estimate 2 to 24 hours for each Utility). This includes follow-up, interpreting plans, and assisting and the completion of the UAO's work schedule and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. This task can be applied to all phases of the project. The Consultant shall keep accurate minutes of all meetings and distribute a copy to all attendees.

Contract Plans to UAO(s)

This includes transmittal of the contract plans as processed for bidding.

Certification/Close-Out

This includes hours for transmitting utility files (all supporting documentation) to the City and preparation of the Utility Certification Letter. The Consultant shall certify to the appropriate Department representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions (TSP) and Modified Special Provisions (MSP) written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

City of Palm Coast Utilities

This task also includes the design of the following City of Palm Coast utilities that will be constructed with the roadway: Potable Water Main, Sanitary Sewer Force Main, and Reclaimed Water Main. This task includes efforts required to design the horizontal and vertical alignment of the proposed facilities, including all valves, manholes, fire hydrants, and locate wire boxes. Pipe sizes will be determined by the City. The design for Phase 1 will be Final Design. The design for Phases 2 and 3 will be developed to the 30% level.

Also included is the design of jack-and-bore crossings for these utilities at the FEC Railroad at both the north and south ends of the corridor. An additional jack-and-bore casing will be designed for possible a future Raw Water Main. Pipe sizes will be determined by the City.

FPL Transmission Adjustments (Allowance)

This task includes finalizing agreements and adjustments of FPL's high tension electrical transmission line on the east side of the FEC railroad.

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). Specific Tasks include:

Preliminary Project Research

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

Complete and Submit All Required SJRWMD & FDEP 404 Applications (Phase 1 only)

Includes completion of application, relevant minor attachments and cover letter with project description as well as completion of applicable forms as required. Includes response to agency Requests for Additional Information (RAIs), including necessary revisions to applicable attachments. Pre-application meetings will be held for Phases 2 and 3.

FDEP Permitting (Phase 1 only)

This task includes permitting with FDEP proposed potable water mains, sanitary sewer force mains and raw water mains.

Florida East Coast (FEC) Railway

This task includes coordinating and preparing documents to permit two above grade roadway crossings and multiple utility crossings adjacent to roadway crossings.

Technical Meetings

Engineering Meetings with City 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 for Phase 1 will be Final Design. The design for Phases 2 and 3 will be developed to the 30% level. The design and plans shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), City 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.

Multi-Post Sign Support Calculations

Design post sizes for each proposed ground mount sign. May include developing cross section at each sign location. (Based on the number of proposed signs)

Sign Panel Design Analysis

Establish sign layout, text sizes and run sign design software. (Based on number of proposed signs)

Signing and Pavement Markings Quantities

Includes all work required to determine the Signing and Pavement Markings quantities and preparing the supporting documentation at the 60% and 100% plan stages.

Signing and Pavement Markings Cost Estimate

Preparing an initial Signing and Pavement Markings cost estimate at 60% and 100% plan stages.

Task - Signing and Pavement Markings Plans

This task consists of the preparation of Signing and Pavement Markings plans in accordance with City standards. Plans for Phase 1 will be prepared as Final Plans. Plans for Phases 2 and 3 will be developed to the 30% level. Plans will include:

- General Notes/Pay Item Notes
- Signing and Pavement Markings Plan Sheets
- Guide Sign Worksheet(s)

Task – Signalization Analysis

This task includes the design of a new signalized intersection at US-1 / Palm Coast Parkway. The design shall be developed to the 30% level. The design shall be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), and FDOT standards. Specific tasks include:

Traffic Data Analysis

Includes determining signal operation plan, intersection geometry, local signal timings, pre-emption phasing and timings, forecasting traffic, and intersection analysis run.

Reference and Master Signalization Design File

All efforts required for establishing the signal master design file to include reference files of topo, r/w, roadway, pavement markings, and utilities files. Includes the removal of existing span wire signal and the design and layout of proposed mast arm supports, signal heads, detection, pedestrian signals, conduit, pull boxes, and service points. 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.

Traffic Signal Quantities

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

Traffic Signal Cost Estimate

Preparing an initial Signal cost estimate at 30% stages.

Task – Signalization Plans

This task consists of the preparation of Traffic Signalization Plans in accordance with City standards. The design and shall be developed to the 30% level. Plans will include:

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

Task - Lighting Analysis

This task includes the design of roadway lighting as required for the project improvements. The design for Phase 1 will be taken to Final Design. The design for Phases 2 and 3 will be developed to the 30% level. The design shall be in accordance with City standards. Please see attached proposal from Lassiter Transportation Group.

Task – Lighting Plans

This task consists of the preparation of Lighting Plans in accordance with City standards. Plans for Phase 1 will be prepared as Final Plans. Plans for Phases 2 and 3 will be developed to the 30% level. Please see attached proposal from Lassiter Transportation Group.

Task - Landscaping Analysis

This task includes the design of landscape improvements for Phase 1 of the new roadway corridor. Also includes irrigation design for the landscaped areas and minor hardscape design for the roundabout. The design shall be in accordance with City of Palm Coast standards and the design will be coordinated with the City Landscape Architect.

Task – Landscaping Plans

This task consists of the preparation of landscape, hardscape, and irrigation plans for Phase 1 of the project. All plans, details, and specifications shall follow City of Palm Coast standards.

Task – 3D Modeling

A 3D Design model will be prepared to include roadway features (pavement, sidewalk, curb/gutter, utilities, and drainage). Each road alignment to be modeled is considered a "corridor" and will be categorized independently. This task includes all effort to model roadway pavement, curb and gutter, sidewalks, and up to two (2) tie-down conditions such as cut/fill slope, retaining wall, MSE wall or Gravity wall.

Cross Sections for the roadway will be developed utilizing the 3D Design model. Includes the work required to establish and utilize intelligent/automated methods for creating cross sections including determining the locations for which all cross sections will be shown, creating pattern line file, .dat file, 3D model referencing, cross section .dgn files, cross section refinement, placement of utilities and drainage, soil boxes, R/W lines, and earthwork calculations.

Task - Surveying

This task includes collection of topographic survey for the corridor and the proposed stormwater pond sites, vertical control, jurisdictional wetland survey, geotechnical borings survey, and subsurface utility services. Please see the attached detailed scope of services from ETM Surveying and Mapping, Inc.

Task – Intelligent Transportation Systems Analysis

This task includes the design of intelligent transportation systems improvements along the roadway corridor. The design for Phase 1 will be taken to Final Design. The design for Phases 2 and 3 will be developed to the 30% level. The design shall be in accordance with City standards. Please see attached proposal from Lassiter Transportation Group.

Task – Intelligent Transportation System Plans

This task consists of the preparation of Intelligent Transportation System Plans in accordance with City standards. Plans for Phase 1 will be prepared as Final Plans. Plans for Phases 2 and 3 will be developed to the 30% level. Please see attached proposal from Lassiter Transportation Group.

Task - Geotechnical Engineering

This task includes geotechnical exploration and testing to support the design of the proposed roadway, drainage system and stormwater ponds. Please see the attached detailed scope of services from ECS Florida, LLC.

Task – Floodplain Analysis

This task includes a hydrologic and hydraulic analysis of the floodplain crossings required for Phase 2 and 3 of the project. Please see attached scope of services from Gemini Engineering & Sciences, Inc.

Task – Wetland / Environmental Permitting Assistance

This task includes wetland delineation, site review, SJRWMD permitting assistance, FDEP 404 permitting assistance, City of Palm Coast permitting assistance, agency meetings and team coordination, and gopher tortoise survey and permitting. Please see attached scope of services from Breedlove, Dennis & Associates, Inc.

Task - Structural Engineering

This task includes the design of two new overhead bridge crossings of the FEC Railroad. Each will consist of a 6-lane bridge. Please see the attached detailed scope of services from Whitman, Requardt & Associates, LLP.

Task – Right-of-Way Appraisals

This task includes the preparation of appraisals for the needed roadway corridor and the stormwater treatment pond sites.

Task – Phase I Environmental Site Assessments Allowance

This task includes a budget to engage the services of Bio-Tech Consulting, Inc. to prepare Phase I Environmental Site Assessments on proposed right-of-way acquisitions. Use of this budget shall require written authorization from the City.

Task – Independent Estimator Allowance

This task includes a budget to engage the services of an independent estimator to assist in pricing the project construction for budgeting. Use of this budget shall require written authorization from the City.

Task – Owner’s Supplemental Engineering Budget

This task includes a budget for use as authorized by the City of Palm Coast to make additions or modifications to the scope of services, as may be required during the project design life. Use of this budget shall require written authorization from the City.

II. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The following is a list of the required project deliverables:

	11" x 17"	
PHASE REVIEW	Copies	Digital Copy
30% Phase Plans	3	1
60% Phase Plans	3	1
100% Phase Plans	3	1
Final Plans (Signed and Sealed)	5	1

III. CITY OF PALM COAST RESPONSIBILITIES

A. DOCUMENTS

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

B. REVIEWS

The City will provide timely reviews of the Consultant’s work in accordance with the schedule agreed upon between the City and the Consultant. Each review period by the City 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 City.

V. FEE SUMMARY

		LUMP SUM FEE	ALLOWANCE
Task 1	Project General and Project Common Tasks	\$293,765	\$150,000
Task 2	Roadway Analysis	\$503,780	
Task 3	Roadway Plans	\$309,760	
Task 4	Drainage Analysis	\$658,400	
Task 5	Drainage Plans	\$159,680	
Task 6	Utilities	\$557,945	
Task 7	Permitting	\$210,490	
Task 8	Signing and Pavement Marking Analysis	\$106,690	
Task 9	Signing and Pavement Marking Plans	\$44,695	
Task 10	Signalization Analysis	\$59,860	
Task 11	Signalization Plans	\$20,040	
Task 12	Landscape Analysis	\$115,480	
Task 13	Landscape Plans	\$84,870	
Task 14	3D Modelling	\$362,285	
Task 15	Surveying	\$308,450	\$180,150
Task 16	Geotechnical Engineering	\$94,700	\$101,340
Task 17	Floodplain Analysis	\$72,300	\$37,700
Task 18	Wetland / Environmental Permitting Assistance	\$265,100	\$83,000
Task 19	Lighting	\$90,000	\$14,000
Task 20	Intelligent Transportation System	\$63,900	
Task 21	Structural Engineering	\$374,690	
Task 22	Right-of-Way Appraisals		\$150,000
Task 23	Phase I Environmental Site Assessments		\$4,000
Task 24	Independent Estimator Allowance		\$100,000
Task 25	Owner's Supplemental Engineering Budget		\$90,000
Task 26	Expenses		\$75,000
TOTALS		\$4,756,880	\$985,190

Note: Allowance is for additional work identified during contract to be negotiated as lump sum or time and material charge.

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

VI. EXCLUDED ITEMS

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

- Project Development & Environment (PD&E) Studies
- Phase 2 and 3 Final Design
- Private Utility Design – To be Provided by Utility Companies
- Complete R/W Mapping, Legal Descriptions (allowance provided for advance work)
- Groundwater Modeling – Not Anticipated
- Contamination Assessments

Staff Hour Estimates

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Matanzas Woods Parkway - Phase 1
 County: Flagler
 FPN: N/A
 FAP No.: N/A

Consultant Name: England, Thims, & Miller, Inc.
 Consultant No.:
 Date: 6/14/2023
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary -	Principal	Senior Engineer	Engineer	Senior Designer	Designer	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$335.00	\$215.00	\$175.00	\$160.00	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	644	32	129	161	161	161	0	0	0	0	0	0	0	644	\$114,930	\$178.46
4. Roadway Analysis	1,114	56	223	279	279	277	0	0	0	0	0	0	0	1,114	\$198,950	\$178.59
5. Roadway Plans	575	29	115	144	144	143	0	0	0	0	0	0	0	575	\$102,700	\$178.61
6a. Drainage Analysis	760	38	152	190	190	190	0	0	0	0	0	0	0	760	\$135,660	\$178.50
6b. Drainage Plans	215	11	43	54	54	53	0	0	0	0	0	0	0	215	\$38,440	\$178.79
7. Utilities	940	47	188	235	235	235	0	0	0	0	0	0	0	940	\$167,790	\$178.50
8. Permitting (SJRWMD, FDEP, FDOT)	404	20	81	101	101	101	0	0	0	0	0	0	0	404	\$72,090	\$178.44
19. Signing & Pavement Marking Analysis	197	10	39	49	49	50	0	0	0	0	0	0	0	197	\$35,150	\$178.43
20. Signing & Pavement Marking Plans	62	3	12	16	16	15	0	0	0	0	0	0	0	62	\$11,045	\$178.15
21. Signalization Analysis	172	9	34	43	43	43	0	0	0	0	0	0	0	172	\$30,750	\$178.78
22. Signalization Plans	26	1	5	7	7	6	0	0	0	0	0	0	0	26	\$4,595	\$176.73
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	183	9	37	46	46	45	0	0	0	0	0	0	0	183	\$32,680	\$178.58
26. Landscape Plans	168	8	34	42	42	42	0	0	0	0	0	0	0	168	\$29,940	\$178.21
36. 3D Modeling	826	41	165	207	207	206	0	0	0	0	0	0	0	826	\$147,395	\$178.44
Total Staff Hours	6,286	314	1,257	1,574	1,574	1,567	0	0	0	0	0	0	0	6,286		
Total Staff Cost		\$105,190.00	\$270,255.00	\$275,450.00	\$251,840.00	\$219,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,122,115.00	\$178.51

Survey Field Days by Subconsultant
 4 - Person Crew:

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

SALARY RELATED COSTS:					\$1,122,115.00	\$1,122,115.00
OVERHEAD:			0%			\$0.00
OPERATING MARGIN:			0%			\$0.00
FCCM (Facilities Capital Cost Money):			0.00%			\$0.00
EXPENSES:			0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day		\$0.00
SUBTOTAL ESTIMATED FEE:						\$1,122,115.00
Allowance	FEC Coordination					\$50,000.00
Allowance	FPL Coordination					\$50,000.00
Subconsultant:	WRA					\$204,440.00
Subconsultant:	ETM SMI					\$47,920.00
Subconsultant:	LTG					\$86,000.00
Subconsultant:	ECS					\$6,000.00
Subconsultant:	Sub 7					\$0.00
Subconsultant:	Sub 8					\$0.00
Subconsultant:	Sub 9					\$0.00
Subconsultant:	Sub 10					\$0.00
Subconsultant:	Sub 11					\$0.00
Subconsultant:	Sub 12					\$0.00
SUBTOTAL ESTIMATED FEE:						\$1,566,475.00
	Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:						\$1,566,475.00
						\$0.00
GRAND TOTAL ESTIMATED FEE:						\$1,566,475.00

Project Activity 3: General Tasks

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	To be addressed by the County
3.1.2	Notifications	LS	1	0	0	To be addressed by the County
3.1.3	Preparing Mailing Lists	LS	1	0	0	To be addressed by the County
3.1.4	Median Modification Letters	LS	1	0	0	To be addressed by the County
3.1.5	Driveway Modification Letters	LS	1	0	0	To be addressed by the County
3.1.6	Newsletters	LS	1	0	0	To be addressed by the County
3.1.7	Renderings and Fly Throughs	LS	1	0	0	To be addressed by the County
3.1.8	PowerPoint Presentation	LS	1	0	0	To be addressed by the County
3.1.9	Public Meeting Preparations	LS	1	40	40	Assist the County with 1 meeting (40 hrs for 1st meeting)
3.1.10	Public Meeting Attendance/Followup	LS	1	32	32	3 Staff @ 4 hr / meeting + 8 hr followup x 1 meeting
3.1.11	Other Agency Meetings	LS	1	0	0	To be addressed by the County
3.1.12	Web Site	LS	1	0	0	To be addressed by the County
3.1 Public Involvement Subtotal					72	
3.2	Joint Project Agreements	EA	0	0	0	Not Anticipated
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	24	24	
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	Not Anticipated for the County
3.4	Contract Maintenance and Project Documentation	LS	1	76	76	16 hrs setup + 4 hrs x 12 months + 12 hrs final documentation
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	Not Anticipated

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6	Prime Consultant Project Manager Meetings	LS	1	94	94	See listing below
3.7	Plans Update	LS	1	0	0	Not Anticipated
3.8	Post Design Services	LS	1	0	0	Not Included at this time
3.9	Digital Delivery	LS	1	18	18	6 hrs for first EOR, 3 hrs for additional 4 EOR's
3.10	Risk Assessment Workshop	LS	1	0	0	Not Anticipated
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	Not Anticipated
3.11.1	Aeronautical Evaluation	LS	1	0	0	Not Anticipated
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	Not Anticipated
3.13	Other Project General Tasks					
3.13a	ICE Analysis	LS	1	0	0	Not Anticipated for Phase 1
3.13b	Design / Bid 4-Lane of Future 6-Lane	LS	1	160	160	Additional hours required to design the project for the ultimate 6-lane roadway with initial plans for 4-lane roadway
3.13c	Preparation of RFSQ for CMAR	LS	1	80	80	
3.13d	Project Coordination with CMAR	LS	1	120	120	
3. Project Common and Project General Tasks Total					644	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	12	2	24	
Drainage	EA	6	2	12	
Utilities	EA	9	2	18	
Environmental	EA	2	2	4	
Structures	EA	2	2	4	
Signing & Pavement Marking	EA	1	2	2	
Signalization	EA	1	2	2	
Lighting	EA	1	1	1	
Landscape Architecture	EA	1	1	1	
Survey	EA	1	2	2	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	4	2	8	
	Phase Reviews	EA	4	2	8	
	Field Reviews	EA	4	2	8	
Total Project Manager Meetings			48		94	Total PM Meeting Hours carries to Task 3.6 above

Notes:

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

Project Activity 4: Roadway Analysis

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	56	56	16 hrs 1st typical + 8 hrs * 5 typicals
4.2	Pavement Type Selection Report	LS	1	0	0	Not anticipated; pavement will be asphalt
4.3	Pavement Design Package	LS	1	44	44	Assume 2 pavement designs
4.4	Cross-Slope Correction	LS	1	0	0	Not anticipated
4.5	Horizontal /Vertical Master Design Files	LS	1	360	360	0.60 miles re-design for future 6-laning
4.6	Access Management	LS	1	0	0	Not anticipated
4.7	Roundabout Final Design Analysis	LS	1	60	60	60 hrs design layout
4.8	Cross Section Design Files	LS	1	0	0	Cross sections to be prepared using 3D model; see task 36.5
4.9	Temporary Traffic Control Plan Analysis	LS	1	120	120	Level II Traffic control needed at exist. MWP / US-1
4.10	Master TTCP Design Files	LS	1	96	96	32 hrs/phase * 3 phases
4.11a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	Not Anticipated
4.11b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	Not Anticipated
4.11c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	Not Anticipated
4.12	Tree Dispostion Plan	LS	1	0	0	Not Anticipated
4.13	Design Variations and Exceptions	LS	1	0	0	Not Anticipated
4.14	Design Report	LS	1	0	0	Not Anticipated
4.15	Roadway Quantities	LS	1	128	128	120 hrs for 1st 1,500 LF + 8 for for addtl 1,500 LF

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.16	Cost Estimate	LS	1	48	48	Cost Est. @ 30%, 60%, 100%, Final (12 hrs / estimate)
4.17	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	Not anticipated for roadway items
4.18	Other Roadway Analyses					
Roadway Analysis Technical Subtotal					912	
4.19	Field Reviews	LS	4	8	32	2 Staff @ 4 hr each
4.20	Monitor Existing Structures	LS	1	0	0	Not Anticipated
4.21	Technical Meetings	LS	1	46	46	Meetings are listed below
4.22	Quality Assurance/Quality Control	LS	%	5%	46	
4.23	Independent Peer Review	LS	%	0%	0	
4.24	Supervision	LS	%	5%	46	
Roadway Analysis Nontechnical Subtotal					170	
4.25	Coordination	LS	%	3%	32	
4. Roadway Analysis Total					1114	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	2	2	4			2
Pavement	EA	1	2	2			1
Access Management	EA	0	0	0			1
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			2
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	2	4	8			0
30/60/90/100% Comment Review Meetings	EA	4	4	16		yes	4
Other Meetings	EA	2	4	8		yes	2
Subtotal Technical Meetings				38			
Subtotal Project Manager Meetings							12
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	4	2	8	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				46	Total Project Manager Meetings (carries to Tab 3)		12

Carries to 4.21

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	8	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	6	9	54	
5.2.2	Typical Section Details		EA	2	8	16	
5.3	General Notes/Pay Item Notes		Sheet	1	16	16	
5.4	Project Layout		Sheet	1	8	8	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	8	6	48	
5.7	Plan Sheet		Sheet	8	6	48	
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	4	16	64	
5.13	Special Details		EA	2	16	32	
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	Not Anticipated

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.15	Roadway Soil Survey Sheets		Sheet	1	1	1	
5.16	Cross Sections		EA	80	0.5	40	
5.17	Temporary Traffic Control Plan Sheets		Sheet	18	4	72	6 sheets * 3 phases
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	3	12	36	
5.20	Utility Adjustment Sheets		Sheet	6	8	48	depict existing and proposed utilities on roadway design
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	1	24	24	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	8	8	
Roadway Plans Technical Subtotal						523	
5.26	Quality Assurance/Quality Control		LS	%	5%	26	
5.27	Supervision		LS	%	5%	26	
5. Roadway Plans Total						575	

Project Activity 6a: Drainage Analysis

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	6	24	144	
6a.2	Base Clearance Calculations	Per Location	2	12	24	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	Pond sites already established.
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	2	80	160	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	Not Anticipated
6a.9	Design of Storm Drains	EA	60	3	180	
6a.10	Optional Culvert Material	EA	0	0	0	N/A - all pipe concrete per COPC preference
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	80	80	
6a.14	Bridge Hydraulic Report	EA	0	0	0	
6a.15	Temporary Drainage Analysis	LS	1	32	32	Maintaining drainage for existing roadways

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.16	Quantities for EQ Report	Drainage Structures	60	Calculated Hours	14	
		Phase 2 Submittal	Yes	16		
6a.17	Cost Estimate	LS	1	8	8	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	0	0	0	
6a.19	Hydroplaning Analysis	LS	0	0	0	
6a.20	Existing Permit Analysis	LS	1	16	16	
6a.21	Other Drainage Analysis	LS	1	0	0	
6a.22	Noise Barrier Evaluation	LS	1	0	0	
6a.23	Erosion Control Plan	Per Mile	1	6	6	
Drainage Analysis Technical Subtotal					664	
6a.24	Field Reviews	LS	1	4	4	
6a.25	Technical Meetings	LS	1	4	4	Meetings are listed below
6a.26	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.27	Quality Assurance/Quality Control	LS	%	5%	33	
6a.28	Independent Peer Review	LS	%	0%	0	
6a.29	Supervision	LS	%	5%	33	
Drainage Analysis Nontechnical Subtotal					74	
6a.30	Coordination	LS	%	3%	22	
6a. Drainage Analysis Total					760	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	1	4	4		yes	1
Local Governments (cities, counties)	EA	0	0	0			0

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments		
	FDOT Drainage	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
	Subtotal Technical Meetings				4			1
	Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		
	Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		
	Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		1

Carries to 6a.25

Carries to Tab 3

6b. Drainage Plans

Estimator: 6b. Drainage Plans Staff Hours Matanzas Woods Parkway - Phase 1 N/A									
Representing		Print Name						Signature / Date	
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	1.00	Upper Range	40	0	0	40	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	60		72	0	0	72	
		Details	0						
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex					
		Cross Section Alignments	0						
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	3	Standard	72	0	0	72	
			0	Complex					
		Cross Section Alignments	0						
6b.6	Erosion Control Plan	Length (Miles)	1.00	Mid Range	1	0	0	1	
6b.7	SWPPP		Yes	Complex	10	0	0	10	
Drainage Plans Technical Subtotal					195	0	0	195	
6b.8	Quality Assurance/Quality Control	%	5%		10	0	0	10	
6b.9	Supervision	%	5%		10	0	0	10	
6. Drainage Plans Total					215	0	0	215	

Project Activity 7: Utilities

Estimator:

Matanzas Woods Parkway - Phase 1
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	8	8	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	12	12	
7.3	Make Utility Contacts	LS	1	24	24	3 contacts * estimated 8 utilities
7.4	Exception Processing	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	1	8	8	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	16	16	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	32	32	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	64	64	
7.11	Utility Coordination/Followup	LS	1	64	64	
7.12	Utility Constructability Review	LS	0	0	0	
7.13	Additional Utility Services	LS	0	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	320	320	
7.15	Contract Plans to UAO(s)	LS	1	8	8	
7.16	Certification/Close-Out	LS	1	16	16	
7.17	Other Utilities					

Project Activity 7: Utilities

7.17a	COPC Potable Water Main Design	LS	1	120	120	
7.17b	COPC Sanitary Force Main Design	LS	1	120	120	
7.17c	COPC Reuse Main Design	LS	1	120	120	
7. Utilities Total					940	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	8	8		yes	1
Preliminary Meeting (see 7.5)	EA	1	8	8		yes	1
Individual UAO Meetings (see 7.6)	EA	6	2	12		yes	6
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	1	8	8		yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				36	Total Project Manager Meetings (carries to Tab 3)		9

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	32	32	Review existing permits and permit modifications
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	Pond sites already determined
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	240	240	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Complete and Submit Documentation for Coordination and/or USCG Permit Application					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	Other Permits	LS	1	0	0	
8.15a	FEC Railroad Coordination	LS	0	240	0	Changed to Allowance
8.15b	FDEP (Water / Sewer) Permitting	LS	1	80	80	
8.15c	FDOT Access Permit	LS	0	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.15d	FDOT Drainage Permit	LS	0	0	0	N/A
8.15e	FDOT Utility Permit	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					352	
8.18	Technical Meetings	LS	1	4	4	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	18	
8.20	Supervision	LS	%	5%	18	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					40	
8.21	Coordination	LS	%	3%	12	
8. Environmental Permits and Environmental Clearances Total					404	

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

Carries to 8.18

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	0	0	0	
19.2	No Passing Zone Study	LS	0	24	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	111	111	45 hr setup + 0.6 miles x 90 / hrs / mile + roundabout x 12 hrs
19.4	Multi-Post Sign Support Calculations	EA	3	4	12	1 sign / mile anticipated
19.5	Sign Panel Design Analysis	EA	3	4	12	
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	
19.7	Quantities for EQ Report	LS	1	32	32	Cost Est. @ 60% and 100% (20 hrs / 1st estimate + 12 hr / update)
19.8	Cost Estimate	LS	1	8	8	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					175	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	4	4	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	9	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	9	
Signing and Pavement Marking Analysis Nontechnical Subtotal					22	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					197	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
	Queue Length Analysis	EA	1	4	4		yes	1
	Local Governments (cities, counties)	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
	Subtotal Technical Meetings				4		Subtotal Project Manager Meetings	1
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		
	Total Meetings				4		Total Project Manager Meetings (carries to Tab 3)	1

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	General Notes/Pay Item Notes		Sheet	0	0	0	0	
20.3	Project Layout		Sheet	0	0	0	0	
20.4	Plan Sheet		Sheet	8	6	8	48	
20.5	Typical Details		EA	0	0		0	
20.6	Guide Sign Worksheets		EA	4	2		8	
20.7	Traffic Monitoring Site		EA	0	0		0	
20.8	Cross Sections		EA	0	0		0	
20.9	Special Service Point Details		EA	0	0		0	
20.10	Special Details		LS	1	0		0	
20.11	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						8	56	
20.12	Quality Assurance/Quality Control		LS	%	5%		3	
20.13	Supervision		LS	%	5%		3	
20. Signing and Pavement Marking Plans Total						8	62	

Project Activity 21: Signalization Analysis

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	14	14	8-hr turning movement counts
21.2	Traffic Data Analysis	PI	1	8	8	Matanzas Woods Pkwy at Matanzas Village Ave/Parkgate Blvd
21.3	Signal Warrant Study	LS	1	40	40	Matanzas Woods Pkwy at Matanzas Village Ave/Parkgate Blvd
21.4	System Timings	LS	0	18	0	
21.5	Reference and Master Signalization Design File	PI	1	48	48	
21.6	Reference and Master Interconnect Communication Design File	LS	0	32	0	See ITS Scope by LTG
21.7	Overhead Street Name Sign Design	EA	3	2	6	
21.8	Pole Elevation Analysis	LS	1	2	2	
21.9	Traffic Signal Operation Report	LS	0	30	0	
21.10	Quantities	LS	1	20	20	
21.11	Cost Estimate	LS	1	8	8	Cost Est. @ 30%, 60%, 100%, Final (2 hrs / estimate)
21.12	Technical Special Provisions and Modified Special Provisions	LS	0	48	0	
21.13	Other Signalization Analysis	LS	0	24	0	
Signalization Analysis Technical Subtotal					146	
21.14	Field Reviews	LS	0	4	0	
21.15	Technical Meetings	LS	1	4	4	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	7%	10	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	7	
Signalization Analysis Nontechnical Subtotal					21	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	3%	5	
21. Signalization Analysis Total					172	

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

Carries to 21.15

Carries to Tab 3

Project Activity 22: Signalization Plans

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	
22.2	General Notes/Pay Item Notes		Sheet	1	4	1	4	
22.3	Plan Sheet		Sheet	1	6	1	6	
22.4	Interconnect Plans		Sheet	0	3	0	0	
22.5	Traffic Monitoring Site		EA	0	0		0	
22.6	Guide Sign Worksheet		EA	1	1		1	
22.7	Special Details		Sheet	1	8	1	8	
22.8	Special Service Point Details		EA	0	8		0	
22.9	Mast Arm/Monotube Tabulation Sheet		PI	1	4		4	
22.10	Strain Pole Schedule		PI	0	0		0	
22.11	TTCP Signal		EA	0	0		0	
22.12	Temporary Detection Sheet		PI	0	0		0	
22.13	Utility Conflict Sheet		Sheet	0	0	0	0	Included in utility adjustment sheets
22.14	Interim Standards		LS	0	4		0	
Signalization Plans Technical Subtotal						3	23	
22.15	Quality Assurance/Quality Control		LS	%	7%		2	
22.16	Supervision		LS	%	5%		1	
22. Signalization Plans Total						3	26	

25. Landscape Analysis

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	8	8	
25.2	Site Inventory and Analysis					
25.2a	Selective Clearing and Grubbing Site Inventory	LS	1	0	0	
25.2b	Inventory and Analysis	LS	1	0	0	
25.2c	Vegetation Disposition Plan					
25.2c1	Vegetation Disposition Plan- Mainline	Per mainline mile	0	0	0	
25.2c2	Vegetation Disposition Plan- Interchange	Per interchange	0	0	0	
25.3	Planting Design					
25.3a	Conceptual Planting Design					
25.3a1	Report Preparation	LS	0	0	0	
25.3a2	Mainline	Per mainline mile	0.5	36	18	
25.3a3	Interchanges, Intersections, and Rest Areas	EA	1	8	8	Matanzas Village Ave Intersection
25.3a4	Toll Plazas	EA	0	0	0	
25.3b	Final Planting Design					
25.3b1	Master Design File Creation	LS	1	0	0	
25.3b2	Mainline	Per mainline mile	0.5	80	40	
25.3b3	Interchanges, Intersections, and Rest Areas	EA	1	24	24	Matanzas Village Ave Intersection
25.3b4	Toll Plazas	EA	0	0	0	
25.4	Irrigation Design					

25. Landscape Analysis

25.4a	Conceptual Irrigation Design					
25.4a1	Feasibility Report	LS	0	0	0	
25.4a2	Mainline	Per mainline mile	0.5	24	12	
25.4a3	Interchanges, Intersections, and Rest Areas	EA	1	12	12	Matanzas Village Ave Intersection
25.4a4	Toll Plazas	EA	0	0	0	
25.4b	Final irrigation Design					
25.4b1	Mainline	Per mainline mile	0.5	40	20	
25.4b2	Interchanges, Intersections, and Rest Areas	EA	1	8	8	Matanzas Village Ave Intersection
25.4b3	Toll Plazas	EA	0	0	0	
25.5	Hardscape Design					
25.5a	Conceptual Hardscape Design	Per mainline mile	0	12	0	
26.5b	Final Hardscape Design	Per mainline mile	0	24	0	
25.6	Roll Plots	EA	0	0	0	
25.7	Quantities for EQ Report	Project Complexity	Mid Range	Calculated Hours	0	
		Phase 2 Submittal				
25.8	Cost Estimates	LS	1	8	8	
25.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
25.10	Inspection Services	LS	1	0	0	
25.11	Other Landscape Services	LS	1	0	0	
25.12	Outdoor Advertising	EA	0	0	0	
Landscape Analysis Technical Subtotal					158	
25.13	Field Reviews	LS	1	0	0	
25.14	Technical Meetings / Public Meetings	LS	1	4	4	Meetings are listed below
25.15	Quality Assurance/Quality Control	LS	%	5%	8	
25.16	Independent Peer Review	LS	%	0%	0	
25.17	Supervision	LS	%	5%	8	
Landscape Analysis Nontechnical Subtotal					20	

25. Landscape Analysis

25.18	Project Coordination	LS	%	3%	5	
25.19	Interdisciplinary Coordination	LS	%	0%	0	
25. Landscape Analysis Total					183	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	0	0	0			0
Maintaining Agency (cities, counties)	EA	2	2	4			0
Utility Owners	EA	0	0	0			0
Local Agency for Tree Removal	EA	0	0	0			0
Local Citizen Group(s)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				4	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 25.14

Carries to Tab 3

26. Landscape Plans

Estimator: 26. Landscape Plans Staff Hours Matanzas Woods Parkway - Phase 1 N/A									
Representing		Print Name						Signature / Date	
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
26.1	Key Sheet		No		0	0	0	0	
	Signature Sheet		No						
26.2	Plant Schedule		Yes		4	0	0	4	
26.3	General Notes/Pay Item Notes	Notes	24		12	0	0	12	
26.4	Planting Plans For Linear Areas	Length (Miles)	0.50	Low Range	35	0	0	35	
26.5	Planting Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges, & Toll Plazas)	Area (Acre)	0.00	Mid Range	0	0	0	0	
26.6	Planting Details and Notes	Details	8		32	0	0	32	
26.7	Irrigation Plans for Linear Areas	Length (Miles)	0.50	Low Range	35	0	0	35	
26.8	Irrigation Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges, & Toll Plazas)	Area (Acre)	0.00	Mid Range	0	0	0	0	
26.9	Irrigation Details and Notes	Details	8		32	0	0	32	
26.10	Hardscape Plans		Yes		TBD	0	0	0	
26.11	Hardscape Details and Notes		Yes		TBD	0	0	0	
26.12	Maintenance Plan		No		0	0	0	0	
Landscape Plans Technical Hours Subtotal					150	0	0	150	
26.13	Quality Assurance/Quality Control	%	5%		10	0	0	10	
26.14	Supervision	%	5%		8	0	0	8	
26. Landscape Plans Total					168	0	0	168	

Project Activity 36: 3D Modeling

Estimator:

Matanzas Woods Parkway - Phase 1

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	1	96	96	
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	1	484	484	1 mile x 24 hrs + Roundabout 80 hrs, Curb ramps 1hr x 12, Sides roads 2 x 8 hrs, Bridge 80 hrs, Utilities 4 * 8 hrs, 3 ponds x 80 hrs
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	1	20	20	
36.4	Final 3D Design Model	Alignment / Corridor Mile	1	16	16	
36.5	Cross Section Design Files	LS	1	134	134	80 hrs + 3 ponds * 18 hrs
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
3D Modeling Technical Subtotal					750	
36.7	Quality Assurance/Quality Control	LS	%	5%	38	
36.8	Supervision	LS	%	5%	38	
36.9	Coordination	LS	%	0%	0	
3D Modeling Total					826	

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Matanzas Woods Parkway - Phases 2 and 3
 County: Flagler
 FPN: N/A
 FAP No.: N/A

Consultant Name: England, Thims, & Miller, Inc.
 Consultant No.:
 Date: 6/14/2023
 Estimator:

Staff Classification	Total Staff Hours From "SH Summary -	Principal	Senior Engineer	Engineer	Senior Designer	Designer	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$335.00	\$215.00	\$175.00	\$160.00	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	1,002	50	200	251	251	250	0	0	0	0	0	0	0	1,002	\$178,835	\$178.48
4. Roadway Analysis	1,708	85	342	427	427	427	0	0	0	0	0	0	0	1,708	\$304,830	\$178.47
5. Roadway Plans	1,160	58	232	290	290	290	0	0	0	0	0	0	0	1,160	\$207,060	\$178.50
6a. Drainage Analysis	2,929	146	586	732	732	733	0	0	0	0	0	0	0	2,929	\$522,740	\$178.47
6b. Drainage Plans	679	34	136	170	170	169	0	0	0	0	0	0	0	679	\$121,240	\$178.56
7. Utilities	2,186	109	437	547	547	546	0	0	0	0	0	0	0	2,186	\$390,155	\$178.48
8. Permitting (SJRWMD, FDEP, FDOT)	775	39	155	194	194	193	0	0	0	0	0	0	0	775	\$138,400	\$178.58
19. Signing & Pavement Marking Analysis	401	20	80	100	100	101	0	0	0	0	0	0	0	401	\$71,540	\$178.40
20. Signing & Pavement Marking Plans	189	9	38	47	47	48	0	0	0	0	0	0	0	189	\$33,650	\$178.04
21. Signalization Analysis	163	8	33	41	41	40	0	0	0	0	0	0	0	163	\$29,110	\$178.59
22. Signalization Plans	87	4	17	22	22	22	0	0	0	0	0	0	0	87	\$15,445	\$177.53
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	464	23	93	116	116	116	0	0	0	0	0	0	0	464	\$82,800	\$178.45
26. Landscape Plans	308	15	62	77	77	77	0	0	0	0	0	0	0	308	\$54,930	\$178.34
36. 3D Modeling	1,204	60	241	301	301	301	0	0	0	0	0	0	0	1,204	\$214,890	\$178.48
Total Staff Hours	13,255	660	2,652	3,315	3,315	3,313	0	0	0	0	0	0	0	13,255		
Total Staff Cost		\$221,100.00	\$570,180.00	\$580,125.00	\$530,400.00	\$463,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,365,625.00	\$178.47

Survey Field Days by Subconsultant
 4 - Person Crew.

Notes:

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

SALARY RELATED COSTS:				Check =	\$2,365,625.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day		\$0.00
SUBTOTAL ESTIMATED FEE:					\$2,365,625.00
Allowance	CMAR Coordination				\$50,000.00
Subconsultant:	WRA				\$170,250.00
Subconsultant:	ETM SMI				\$440,680.00
Subconsultant:	LTG				\$81,900.00
Subconsultant:	ECS				\$190,040.00
Subconsultant:	Gemini				\$110,000.00
Subconsultant:	BDA				\$348,100.00
Subconsultant:	Biotech				\$4,000.00
Subconsultant:	CBRE				\$150,000.00
Subconsultant:	Sub 10				\$0.00
Subconsultant:	Sub 11				\$0.00
Subconsultant:	Sub 12				\$0.00
SUBTOTAL ESTIMATED FEE:					\$3,910,595.00
Geotechnical Field and Lab Testing					\$0.00
SUBTOTAL ESTIMATED FEE:					\$3,910,595.00
					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$3,910,595.00

Project Activity 3: General Tasks

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	To be addressed by the County
3.1.2	Notifications	LS	1	0	0	To be addressed by the County
3.1.3	Preparing Mailing Lists	LS	1	0	0	To be addressed by the County
3.1.4	Median Modification Letters	LS	1	0	0	To be addressed by the County
3.1.5	Driveway Modification Letters	LS	1	0	0	To be addressed by the County
3.1.6	Newsletters	LS	1	0	0	To be addressed by the County
3.1.7	Renderings and Fly Throughs	LS	1	0	0	To be addressed by the County
3.1.8	PowerPoint Presentation	LS	1	0	0	To be addressed by the County
3.1.9	Public Meeting Preparations	LS	1	40	40	Assist the County with 1 meeting (40 hrs for 1st meeting)
3.1.10	Public Meeting Attendance/Followup	LS	1	32	32	3 Staff @ 4 hr / meeting + 8 hr followup x 1 meeting
3.1.11	Other Agency Meetings	LS	1	0	0	To be addressed by the County
3.1.12	Web Site	LS	1	0	0	To be addressed by the County
3.1 Public Involvement Subtotal					72	
3.2	Joint Project Agreements	EA	0	0	0	Not Anticipated

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.3	Specifications & Estimates					
3.3.1	Specifications Package Preparation	LS	1	0	0	To be included in future Final Design proposal
3.3.2	Estimated Quantities Report Preparation	LS	1	0	0	Not Anticipated for the County
3.4	Contract Maintenance and Project Documentation	LS	1	76	76	16 hrs setup + 4 hrs x 12 months + 12 hrs final documentation
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	Not Anticipated
3.6	Prime Consultant Project Manager Meetings	LS	1	94	94	See listing below
3.7	Plans Update	LS	1	0	0	Not Anticipated
3.8	Post Design Services	LS	1	0	0	Not Included at this time
3.9	Digital Delivery	LS	1	0	0	To be included in future Final Design proposal
3.10	Risk Assessment Workshop	LS	1	0	0	Not Anticipated
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	Not Anticipated
3.11.1	Aeronautical Evaluation	LS	1	0	0	Not Anticipated
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	Not Anticipated
3.13	Other Project General Tasks					
3.13a	ICE Analysis	LS	1	280	280	Stage 1 and Stage 2
3.13b	Design 4-Lane of Future 6-Lane	LS	1	480	480	Additional hours required to design the project for the ultimate 6-lane road
3.13c	Project Coordination with CMAR	LS	0	240	0	Changed to Allowance
3. Project Common and Project General Tasks Total					1002	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	12	2	24	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Drainage	EA	6	2	12	
	Utilities	EA	9	2	18	
	Environmental	EA	2	2	4	
	Structures	EA	2	2	4	
	Signing & Pavement Marking	EA	1	2	2	
	Signalization	EA	1	2	2	
	Lighting	EA	1	1	1	
	Landscape Architecture	EA	1	1	1	
	Survey	EA	1	2	2	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	4	2	8	
	Phase Reviews	EA	4	2	8	
	Field Reviews	EA	4	2	8	
Total Project Manager Meetings			48		94	Total PM Meeting Hours carries to Task 3.6 above

Notes:

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

Project Activity 4: Roadway Analysis

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	24	24	16 hrs 1st typical (MWPE) + 8 hrs * 2nd typical (US-1 turn lanes)
4.2	Pavement Type Selection Report	LS	1	0	0	Not anticipated; pavement will be asphalt
4.3	Pavement Design Package	LS	1	44	44	Assume 2 pavement designs
4.4	Cross-Slope Correction	LS	1	0	0	Not anticipated
4.5	Horizontal /Vertical Master Design Files	LS	1	1005	1005	(360 hrs first mile + 300 hrs * 5.5 miles) * 50% effort
4.6	Access Management	LS	1	0	0	To be included in future Final Design proposal
4.7	Roundabout Final Design Analysis	LS	1	0	0	Not anticipated
4.8	Cross Section Design Files	LS	1	0	0	Cross sections to be prepared using 3D model; see task 36.5
4.9	Temporary Traffic Control Plan Analysis	LS	1	40	40	Level I only this proposal. Level II at PCP / US-1 for Final Design proposal
4.10	Master TTCP Design Files	LS	1	0	0	To be included in future Final Design proposal
4.11a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	Not Anticipated
4.11b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	Not Anticipated
4.11c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	Not Anticipated
4.12	Tree Dispostion Plan	LS	1	0	0	Not Anticipated

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.13	Design Variations and Exceptions	LS	1	0	0	Not Anticipated
4.14	Design Report	LS	1	0	0	Not Anticipated
4.15	Roadway Quantities	LS	1	295	295	120 hrs for 1st 1,500 LF + 8 hrs for each addtl 1,500 LF
4.16	Cost Estimate	LS	1	24	24	Cost Est. @ 30%
4.17	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	Not anticipated for roadway items
4.18	Other Roadway Analyses					
Roadway Analysis Technical Subtotal					1432	
4.19	Field Reviews	LS	4	8	32	2 Staff @ 4 hr each
4.20	Monitor Existing Structures	LS	1	0	0	Not Anticipated
4.21	Technical Meetings	LS	1	50	50	Meetings are listed below
4.22	Quality Assurance/Quality Control	LS	%	5%	72	
4.23	Independent Peer Review	LS	%	0%	0	
4.24	Supervision	LS	%	5%	72	
Roadway Analysis Nontechnical Subtotal					226	
4.25	Coordination	LS	%	3%	50	
4. Roadway Analysis Total					1708	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	2	2	4			2
Pavement	EA	1	2	2			1
Access Management	EA	0	0	0			1
15% Line and Grade	EA	0	0	0			0
Driveways	EA	2	2	4			2
Local Governments (cities, counties, MPO)	EA	0	0	0			0

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments		
	Work Zone Traffic Control	EA	2	4	8			0
	30/60/90/100% Comment Review Meetings	EA	4	4	16		yes	4
	Other Meetings	EA	2	4	8		yes	2
	Subtotal Technical Meetings				42		Subtotal Project Manager Meetings	12
	Progress Meetings (if required by FDOT)	EA	0	0	0	<i>Attendance at Progress Meetings is manually entered on General Ta</i>		
	Phase Review Meetings	EA	4	2	8	<i>Attendance at Phase Review Meetings is manually entered on General</i>		
	Total Meetings				50		Total Project Manager Meetings (carries to Tab 3)	12

Carries to 4.21

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	8	
5.2	Typical Section Sheets						
5.2.1	Typical Sections		EA	2	9	18	
5.2.2	Typical Section Details		EA	2	8	16	
5.3	General Notes/Pay Item Notes		Sheet	1	16	16	
5.4	Project Layout		Sheet	10	8	80	
5.5	Plan/Profile Sheet		Sheet	0	0	0	
5.6	Profile Sheet		Sheet	57	3	171	3 hrs / sheet, which is 50% of total effort
5.7	Plan Sheet		Sheet	57	3	171	4 hrs / sheet, which is 50% of total effort
5.8	Special Profile		Sheet	0	0	0	
5.9	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.10	Interchange Layout Sheet		Sheet	0	0	0	
5.11	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.12	Intersection Layout Details		Sheet	0	0	0	To be included in future Final Design proposal

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.13	Special Details		EA	0	0	0	To be included in future Final Design proposal
5.14	Cross-Section Pattern Sheets		Sheet	0	0	0	Not Anticipated
5.15	Roadway Soil Survey Sheets		Sheet	10	1	10	
5.16	Cross Sections		EA	350	0.25	88	100' spacing, 50% of 0.5 hrs/section effort
5.17	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	To be included in future Final Design proposal
5.18	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	
5.19	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	To be included in future Final Design proposal
5.20	Utility Adjustment Sheets		Sheet	57	4	228	50% of 8 hrs/sheet effort
5.21	Selective Clearing and Grubbing Sheets						
5.21.1	Selective Clearing and Grubbing		Sheet	0	0	0	
5.21.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	
5.22	Tree Disposition Sheets						
5.22.1	Tree Disposition Plan Sheets		Sheet	0	0	0	
5.22.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	
5.23	Project Control Sheets		Sheet	10	24	240	
5.24	Environmental Detail Sheets		Sheet	0	0	0	
5.25	Utility Verification Sheets (SUE Data)		Sheet	1	8	8	
Roadway Plans Technical Subtotal						1054	
5.26	Quality Assurance/Quality Control		LS	%	5%	53	
5.27	Supervision		LS	%	5%	53	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5. Roadway Plans Total						1160	

Project Activity 6a: Drainage Analysis

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	6	24	144	
6a.2	Base Clearance Calculations	Per Location	2	12	24	
6a.3	Pond Siting Analysis and Report	Per Basin	10	24	240	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	20	60	1200	
6a.7	Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	Not Anticipated
6a.9	Design of Storm Drains	EA	520	1.5	780	Assume 80 structures per mile @ 50% effort of 3 hrs /structure
6a.10	Optional Culvert Material	EA	0	0	0	N/A - all pipe concrete per COPC preference
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.11.1	Existing French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	100	100	
6a.14	Bridge Hydraulic Report	EA	0	0	0	
6a.15	Temporary Drainage Analysis	LS	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.16	Quantities for EQ Report	Drainage Structures	520	Calculated Hours	40	
		Phase 2 Submittal	No	51		
6a.17	Cost Estimate	LS	1	16	16	
6a.18	Technical Special Provisions / Modified Special Provisions	LS	0	0	0	
6a.19	Hydroplaning Analysis	LS	0	0	0	
6a.20	Existing Permit Analysis	LS	1	4	4	
6a.21	Other Drainage Analysis	LS	1	0	0	
6a.22	Noise Barrier Evaluation	LS	1	0	0	
6a.23	Erosion Control Plan	Per Mile	6.5	4	26	
Drainage Analysis Technical Subtotal					2574	
6a.24	Field Reviews	LS	2	4	8	
6a.25	Technical Meetings	LS	1	4	4	Meetings are listed below
6a.26	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.27	Quality Assurance/Quality Control	LS	%	5%	129	
6a.28	Independent Peer Review	LS	%	0%	0	
6a.29	Supervision	LS	%	5%	129	
Drainage Analysis Nontechnical Subtotal					270	
6a.30	Coordination	LS	%	3%	85	
6a. Drainage Analysis Total					2929	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0			0
Pond Siting	EA	0	0	0			0
Agency	EA	1	4	4		yes	1
Local Governments (cities, counties)	EA	0	0	0			0

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments		
	FDOT Drainage	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
	Subtotal Technical Meetings				4			1
	Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		
	Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		
	Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		1

Carries to 6a.25

Carries to Tab 3

6b. Drainage Plans

Estimator: 6b. Drainage Plans Staff Hours Matanzas Woods Parkway - Phases 2 and 3 N/A									
Representing		Print Name						Signature / Date	
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
6b.1	Drainage Map (Including Interchanges)	Length (Miles)	6.50	Mid Range	156	0	0	156	
6b.2	Bridge Hydraulics Recommendation Sheets	Bridges	0		0	0	0	0	
6b.3	Drainage Structures	Drainage Structures	520		532	0	0	265	50% of total effort
		Details	0						
6b.4	Lateral Ditches	Ditches	0	Standard	0	0	0	0	
			0	Complex					
		Cross Section Alignments	0						
6b.5	Retention/Detention/Floodplain Compensation Ponds	Ponds	20	Standard	480	0	0	182	
			0	Complex					
		Cross Section Alignments	0						
6b.6	Erosion Control Plan	Length (Miles)	6.50	Mid Range	7	0	0	4	
6b.7	SWPPP		Yes	Complex	10	0	0	10	
Drainage Plans Technical Subtotal					1185	0	0	617	
6b.8	Quality Assurance/Quality Control	%	5%		60	0	0	31	
6b.9	Supervision	%	5%		60	0	0	31	
6. Drainage Plans Total					1305	0	0	679	

Project Activity 7: Utilities

Estimator:

Matanzas Woods Parkway - Phases 2 and 3
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	8	8	Meeting is listed below
7.2	Identify Existing Utility Agency Owner(s)	LS	1	12	12	
7.3	Make Utility Contacts	LS	1	24	24	3 contacts * estimated 8 utilities
7.4	Exception Processing	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	1	8	8	Meeting is listed below
7.6	Individual/Field Meetings	LS	1	16	16	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	32	32	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	64	64	
7.11	Utility Coordination/Followup	LS	1	64	64	
7.12	Utility Constructability Review	LS	0	0	0	
7.13	Additional Utility Services	LS	0	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	0	0	0	To be included in future Final Design proposal
7.15	Contract Plans to UAO(s)	LS	0	0	0	To be included in future Final Design proposal
7.16	Certification/Close-Out	LS	0	0	0	To be included in future Final Design proposal
7.17	Other Utilities					

Project Activity 7: Utilities

7.17a	COPC Potable Water Main Design	LS	1	650	650	50% effort of 200 hrs/mile
7.17b	COPC Sanitary Force Main Design	LS	1	650	650	50% effort of 200 hrs/mile
7.17c	COPC Reuse Main Design	LS	1	650	650	50% effort of 200 hrs/mile
7. Utilities Total					2186	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	8	8		yes	1
Preliminary Meeting (see 7.5)	EA	1	8	8		yes	1
Individual UAO Meetings (see 7.6)	EA	6	2	12		yes	6
Field Meetings (see 7.6)	EA	0	0	0			0
Design Meeting (see 7.9)	EA	1	8	8		yes	1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0			0
Total Meetings				36	Total Project Manager Meetings (carries to Tab 3)		9

Carries to Tab 3

Project Activity 8: Environmental Permits

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits and Environmental Clearances						
8.1	Preliminary Project Research	LS	1	32	32	Review existing permits and permit modifications
Permits						
8.2	Field Work					
8.2.1	Pond Site Alternatives	per pond site	20	2	40	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	Complete And Submit All Required Permit Applications					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	280	280	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	Complete and Submit Documentation for Coordination and/or USCG Permit Application					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Resources	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	
8.14	Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	Other Permits	LS	1	0	0	
8.15a	FEC Railroad Coordination	LS	1	240	240	
8.15b	FDEP (Water / Sewer) Permitting	LS	1	80	80	
8.15c	FDOT Access Permit	LS	0	0	0	To be included in future Final Design proposal

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.15d	FDOT Drainage Permit	LS	0	0	0	To be included in future Final Design proposal
8.15e	FDOT Utility Permit	LS	1	0	0	To be included in future Final Design proposal
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal					672	
8.18	Technical Meetings	LS	1	12	12	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	34	
8.20	Supervision	LS	%	5%	34	
Environmental Permits and Environmental Clearances Nontechnical Subtotal					80	
8.21	Coordination	LS	%	3%	23	
8. Environmental Permits and Environmental Clearances Total					775	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	2	4	8		yes	1
NMFS	EA	0	0	0			0
FDEP	EA	1	4	4		yes	0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				12		Subtotal Project Manager Meetings	1
Progress Meetings (if required by FDOT)	EA	0	0	0	Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	Review Meetings is manually entered on General Task 3		--
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)		1

Carries to 8.18

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	0	0	0	
19.2	No Passing Zone Study	LS	0	0	0	
19.3	Signing and Pavement Marking Master Design File	LS	1	337	337	45 hr setup + 6.5 miles x 90hrs x 50% effort
19.4	Multi-Post Sign Support Calculations	EA	0	0	0	To be included in future Final Design proposal
19.5	Sign Panel Design Analysis	EA	0	0	0	To be included in future Final Design proposal
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	
19.7	Quantities for EQ Report	LS	1	20	20	Cost Est. @ 30%
19.8	Cost Estimate	LS	1	8	8	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					365	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	18	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	18	
Signing and Pavement Marking Analysis Nontechnical Subtotal					36	
19.16	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					401	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
Technical Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
	Sign Panel Design	EA	0	0	0			0
	Queue Length Analysis	EA	0	0	0		yes	1
	Local Governments (cities, counties)	EA	0	0	0			0
	Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings					0	Subtotal Project Manager Meetings		1
	Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
	Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings					0	Total Project Manager Meetings (carries to Tab 3)		1

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	
20.2	General Notes/Pay Item Notes		Sheet	0	0	0	0	
20.3	Project Layout		Sheet	0	0	0	0	
20.4	Plan Sheet		Sheet	57	3	57	171	50% effort of 6 hrs / sheet
20.5	Typical Details		EA	0	0		0	
20.6	Guide Sign Worksheets		EA	0	0		0	To be included in future Final Design proposal
20.7	Traffic Monitoring Site		EA	0	0		0	
20.8	Cross Sections		EA	0	0		0	
20.9	Special Service Point Details		EA	0	0		0	
20.10	Special Details		LS	0	0		0	
20.11	Interim Standards		LS	0	0		0	
Signing and Pavement Marking Plans Technical Subtotal						57	171	
20.12	Quality Assurance/Quality Control		LS	%	5%		9	
20.13	Supervision		LS	%	5%		9	
20. Signing and Pavement Marking Plans Total						57	189	

Project Activity 21: Signalization Analysis

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	48	48	
21.2	Traffic Data Analysis	PI	1	8	8	
21.3	Signal Warrant Study	LS	0	0	0	Not anticipated
21.4	System Timings	LS	1	6	6	
21.5	Reference and Master Signalization Design File	PI	1	48	48	
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	Not anticipated
21.7	Overhead Street Name Sign Design	EA	8	2	16	
21.8	Pole Elevation Analysis	LS	1	2	2	
21.9	Traffic Signal Operation Report	LS	0	0	0	To be included in future Final Design proposal
21.10	Quantities for EQ Report	LS	0	20	0	
21.11	Cost Estimate	LS	1	8	8	
21.12	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
21.13	Other Signalization Analysis	LS	0	0	0	
Signalization Analysis Technical Subtotal					136	
21.14	Field Reviews	LS	2	4	8	
21.15	Technical Meetings	LS	0	6	0	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	7	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	5%	7	
Signalization Analysis Nontechnical Subtotal					22	

Project Activity 21: Signalization Analysis

21.19	Coordination	LS	%	3%	5	
21. Signalization Analysis Total					163	

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

Carries to 21.15

Carries to Tab 3

Project Activity 22: Signalization Plans

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	
22.2	General Notes/Pay Item Notes		Sheet	1	8	1	8	
22.3	Plan Sheet		Sheet	1	6	1	6	
22.4	Interconnect Plans		Sheet	0	0	0	0	
22.5	Traffic Monitoring Site		EA	0	0		0	
22.6	Guide Sign Worksheet		EA	8	2		16	
22.7	Special Details		Sheet	4	12	4	48	
22.8	Special Service Point Details		EA	0	8		0	To be included in future Final Design proposal
22.9	Mast Arm/Monotube Tabulation Sheet		PI	0	4		0	To be included in future Final Design proposal
22.10	Strain Pole Schedule		PI	0	0		0	
22.11	TTCP Signal		EA	0	0		0	
22.12	Temporary Detection Sheet		PI	0	0		0	
22.13	Utility Conflict Sheet		Sheet	0	0	0	0	
22.14	Interim Standards		LS	0	0		0	
Signalization Plans Technical Subtotal						6	78	
22.15	Quality Assurance/Quality Control		LS	%	7%		5	
22.16	Supervision		LS	%	5%		4	

Project Activity 22: Signalization Plans

22. Signalization Plans Total	6	87	
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25. Landscape Analysis

Estimator:

Matanzas Woods Parkway - Phases 2 and 3

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	8	8	
25.2	Site Inventory and Analysis					
25.2a	Selective Clearing and Grubbing Site Inventory	LS	1	0	0	
25.2b	Inventory and Analysis	LS	1	0	0	
25.2c	Vegetation Disposition Plan					
25.2c1	Vegetation Disposition Plan- Mainline	Per mainline mile	0	0	0	
25.2c2	Vegetation Disposition Plan- Interchange	Per interchange	0	0	0	
25.3	Planting Design					
25.3a	Conceptual Planting Design					
25.3a1	Report Preparation	LS	0	0	0	
25.3a2	Mainline	Per mainline mile	6.5	36	234	
25.3a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	
25.3a4	Toll Plazas	EA	0	0	0	
25.3b	Final Planting Design					
25.3b1	Master Design File Creation	LS	0	0	0	To be included in future Final Design proposal
25.3b2	Mainline	Per mainline mile	0	0	0	To be included in future Final Design proposal
25.3b3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	To be included in future Final Design proposal
25.3b4	Toll Plazas	EA	0	0	0	
25.4	Irrigation Design					

25. Landscape Analysis

25.4a	Conceptual Irrigation Design					
25.4a1	Feasibility Report	LS	0	0	0	
25.4a2	Mainline	Per mainline mile	6.5	24	156	
25.4a3	Interchanges, Intersections, and Rest Areas	EA	0	0	0	
25.4a4	Toll Plazas	EA	0	0	0	
25.4b	Final irrigation Design					
25.4b1	Mainline	Per mainline mile	0	0	0	To be included in future Final Design proposal
25.4b2	Interchanges, Intersections, and Rest Areas	EA	0	0	0	To be included in future Final Design proposal
25.4b3	Toll Plazas	EA	0	0	0	
25.5	Hardscape Design					
25.5a	Conceptual Hardscape Design	Per mainline mile	0	0	0	Not anticipated
26.5b	Final Hardscape Design	Per mainline mile	0	0	0	Not anticipated
25.6	Roll Plots	EA	0	0	0	
25.7	Quantities for EQ Report	Project Complexity	Mid Range	Calculated Hours	0	
		Phase 2 Submittal				
25.8	Cost Estimates	LS	1	8	8	
25.9	Technical Special Provisions and Modified Special Provisions	LS	0	0	0	
25.10	Inspection Services	LS	0	0	0	
25.11	Other Landscape Services	LS	0	0	0	
25.12	Outdoor Advertising	EA	0	0	0	
Landscape Analysis Technical Subtotal					406	
25.13	Field Reviews	LS	1	0	0	
25.14	Technical Meetings / Public Meetings	LS	1	4	4	Meetings are listed below
25.15	Quality Assurance/Quality Control	LS	%	5%	20	
25.16	Independent Peer Review	LS	%	0%	0	
25.17	Supervision	LS	%	5%	20	
Landscape Analysis Nontechnical Subtotal					44	

25. Landscape Analysis

25.18	Project Coordination	LS	%	3%	14	
25.19	Interdisciplinary Coordination	LS	%	0%	0	
25. Landscape Analysis Total					464	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDOT (kickoff, concept review)	EA	0	0	0			0
Maintaining Agency (cities, counties)	EA	2	2	4			0
Utility Owners	EA	0	0	0			0
Local Agency for Tree Removal	EA	0	0	0			0
Local Citizen Group(s)	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
Subtotal Technical Meetings				4	Subtotal Project Manager Meetings		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
Total Meetings				4	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 25.14

Carries to Tab 3

26. Landscape Plans

Estimator: 26. Landscape Plans Staff Hours Matanzas Woods Parkway - Phases 2 and 3 N/A									
Representing		Print Name						Signature / Date	
FDOT District									
Consultant Name									
NOTE: Signature Block is optional, per District preference									
Task No.	Task	Project Parameter			Staff Hours				Documentation
		Description	Units	Complexity	Calculated	Department	Consultant	Negotiated	Provide documentation when negotiated hours differ from the calculated hours.
26.1	Key Sheet		No		0	0	0	0	
	Signature Sheet		No						
26.2	Plant Schedule		Yes		4	0	0	4	
26.3	General Notes/Pay Item Notes	Notes	24		12	0	0	12	
26.4	Planting Plans For Linear Areas	Length (Miles)	6.50	Low Range	455	0	0	100	
26.5	Planting Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges, & Toll Plazas)	Area (Acre)	0.00	Low Range	0	0	0	0	
26.6	Planting Details and Notes	Details	8		32	0	0	32	
26.7	Irrigation Plans for Linear Areas	Length (Miles)	6.50	Low Range	455	0	0	100	
26.8	Irrigation Plans for Non-Linear Areas (Stormwater Facilities, Rest Areas, Interchanges, & Toll Plazas)	Area (Acre)	0.00	Low Range	0	0	0	0	
26.9	Irrigation Details and Notes	Details	8		32	0	0	32	
26.10	Hardscape Plans		No		0	0	0	0	
26.11	Hardscape Details and Notes		No		0	0	0	0	
26.12	Maintenance Plan		No		0	0	0	0	
Landscape Plans Technical Hours Subtotal					990	0	0	280	
26.13	Quality Assurance/Quality Control	%	5%		50	0	0	14	
26.14	Supervision	%	5%		50	0	0	14	
26. Landscape Plans Total					1090	0	0	308	

Project Activity 36: 3D Modeling

Estimator:

Matanzas Woods Parkway - Phases 2 and 3
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
36.1	Phase I 3D Design Model	Alignment / Corridor Mile	6.5	22	143	
36.2	Phase II 3D Design Model	Alignment / Corridor Mile	1	396	396	6.5 miles x 24 hrs, 20 ponds x 8 hrs, roundabout 80 hrs, Bridge 80hrs
36.3	Phase III 3D Design Model	Alignment / Corridor Mile	0	0	0	To be included in future Final Design proposal
36.4	Final 3D Design Model	Alignment / Corridor Mile	0	0	0	To be included in future Final Design proposal
36.5	Cross Section Design Files	LS	1	555	555	6.5 miles x 30 hrs + 20 ponds x 18 hrs
36.6	Template and Assembly Development (Optional)	LS	1	0	0	
3D Modeling Technical Subtotal					1094	
36.7	Quality Assurance/Quality Control	LS	%	5%	55	
36.8	Supervision	LS	%	5%	55	
36.9	Coordination	LS	%	0%	0	
3D Modeling Total					1204	

Sub-Consultant Back-up

Surveying ETM Surveying & Mapping



www.etminc.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

Quote

Revised: June 12, 2023
May 31, 2023

England-Thims & Miller, Inc.
c/o Mr. Chase Wilkinson, P.E.
Senior Transportation Engineer/Project Manager
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Tel: (904) 642-8990
Email: WilkinsonC@etminc.com

Reference: ***Palm Coast ~ Surveying Services***

Dear Mr. Wilkinson,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for surveying services for the proposed Palm Coast Connector Road project, an approximate 500-acre parcel as located northerly of Palm Coast Parkway and westerly of US 1 in Palm Coast, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1: Aerial Topographic Survey

Prepare a topographic survey for design purposes for the site depicted on graphic attached hereto as "Exhibit A". The topographic survey data to be collected will be displayed in 50-foot grid lines measured at 50-foot intervals or at any major change of topography. The area of coverage will extend 100 feet beyond the proposed right of way lines. The surveyed data will be referenced to published horizontal and vertical datums which will be established by RTK GPS for the horizontal control and differential leveling for the vertical control. The location and mapping of improvements and utilities will be limited to above ground visible evidence only.

Our staff of FAA licensed pilots, using a Riegl VUX-1UAV LiDAR sensor onboard a Harris H6 Drone, will provide aerial acquisition of existing topography consisting of LiDAR and imagery for the parcels depicted on attached aerial. Data extraction techniques will be used to create a topographic survey from the aerial remote sensing data. Conventional survey to fill in any obscure areas within the parcel is not included in this task.

England-Thims & Miller, Inc.
c/o Mr. Chase Wilkinson, P.E.

June 12, 2023
Page 2

Reference: *Palm Coast ~ Surveying Services*

ETM SMI will establish horizontal and vertical site control and setting/maintaining aerial targets. All project control and aerial control points shall be surveyed using RTK GPS with tolerances sufficient to validate project specifications. Vertical control will be established via differential leveling techniques and consistent with National Geodetic Survey 3rd order procedures.

ETM SMI will perform the data acquisition (flight) for capturing LiDAR and photogrammetric imagery and the processing and calibration of the LiDAR and photogrammetric imagery to the project control. Deliverables will include the calibrated (non-classified) point cloud.

ETM SMI will also provide the ortho imagery at 0.25' resolution. We will generate an orthorectified image that will be georeferenced to the topographic map and be compatible with AutoCAD or MicroStation CAD formats.

The purpose of this topographic survey is to map the proposed roadway corridor, unimproved lands and related above ground features within the identified project area and as depicted on attached graphic known hereto as "Exhibit A". All geospatial tasks will be performed in accordance with the current Standards of Practice for Surveying and Mapping in the State of Florida.

All horizontal control shall be referenced to the appropriate State Plane Coordinate System in NAD 83(2011), all vertical control shall be referenced to NAVD88, or as specified by client.

The LiDAR data shall be integrated with our Applanix APX20 Inertial Measuring Unit and GPS to provide the highest degree of positional and orientation accuracy needed for modeling.

The accuracy analysis of Aerial LiDAR point cloud data shall conform to the NSSDA requirements for geospatial data classification as published by the FGDC in document FGDC-STD-007.3-1998 titled Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy.

A minimum of 80 independent horizontal and vertical check points shall be tested, distributed to reflect the geographic area of interest and the distribution of error in the data sets. The surveyed project validation points will serve as the required horizontal and vertical check points. The resulting comparisons shall meet or surpass the positional accuracy requirements for the survey at the 95% confidence level based on the NSSDA and shall be included in the Survey Report.

ETM Surveying & Mapping will extract planimetric features from a LiDAR generated point cloud and/or controlled imagery using our extraction software. Detailed 3D lines and features will be extracted to allow the creation of topographic/planimetric surveys and accurate digital terrain models. Georeferenced imagery will be used in conjunction with the point cloud information to assist in the planimetric mapping.

Please note that weather conditions and access to airspace can affect acquisition schedules.

England-Thims & Miller, Inc.
c/o Mr. Chase Wilkinson, P.E.

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Reference: **Palm Coast ~ Surveying Services**

Project deliverables will be a calibrated (non-classified) point cloud, a CAD file of the topographic survey with a DTM, suitable for plotting at 1" = 40' scale, with finalized maps to follow. Color orthophotography in an ECW file format or similar that is georeferenced to the CAD file. A Professional Surveyor & Mapper report certifying the acquisition and processing standards of the data and the processes and procedures used for the completion of this project.

Lump Sum Fee.....\$155,860.00

Task 2: Obscure Area Topographic Survey

Provide topographic data within obscured areas that the LIDAR was unable to penetrate during Task 1. The topographic data to be collected will be surveyed in 100-foot grid lines measured at 100-foot intervals or at any change of topography. The surveyed data will be referenced to a published horizontal and vertical datum. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. The deliverable will consist of digital data files of the survey suitable for civil engineering design.

Maximum Limiting Fee (Hourly Rates)\$31,500.00

Task 3: Vertical Site Control

Establish thirteen (13) vertical control points for the project area referenced above. The surveyed data will be referenced to published vertical datum.

Lump Sum Fee\$19,580.00

Task 4: Jurisdictional Wetlands Survey

Prepare a Jurisdictional Wetlands Survey of the above referenced parcel which has an estimated 38,000 linear feet of jurisdictional wetlands and ditches and ponds to be field located and mapped within the proposed roadway corridor. Invoicing of the survey will be based on the total linear feet of wetlands surveyed at a rate of \$0.85 per linear foot. The flagging of jurisdictional wetlands on the ground will be performed by the client's environmental consultant. Any revisions to the original surveyed lines or the prepared maps as may be required following agency review will be considered additional services billable at our hourly rates. Preliminary maps and digital files of the survey will be available for consultant/agency review with the final maps to follow pending final jurisdictional line approval.

Estimated Budget(38,000 LF @ \$0.85 per LF).....\$32,300.00

England-Thims & Miller, Inc.
 c/o Mr. Chase Wilkinson, P.E.

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Reference: **Palm Coast ~ Surveying Services**

Task 5: Boring Locations

Provide horizontal and vertical data for approximately one hundred fifty (150) borings. The surveyed data will be referenced to a published horizontal and vertical datum. The deliverable will consist of digital data files of the survey suitable for civil engineering design.

Lump Sum Fee\$62,260.00

Task 6: Miscellaneous

Miscellaneous minor survey needs per Engineer of Record. This scope of services includes providing surveyed railroad right of way limits, conservation easement releases and any other minor survey needs. The deliverables will consist of digital data files of the survey suitable for civil engineering design.

Maximum Limiting Fee (Hourly Rates)\$50,000.00

Task 7: Subsurface Utility Services

Provide subsurface utility designating services for the project described above. The limits of utility designating will extend six hundred feet (600) northerly and southerly from the intersection of US 1 and Palm Coast Parkway and two hundred fifty feet (250) north and south from the intersection of the proposed roadway corridor and the existing FEC railroad and as depicted on Exhibit A. This scope of services does not include providing test holes or providing elevations. The deliverables will consist of the finalized copies designating sketches and digital data files of the survey suitable for civil engineering design.

Utility Coordination \$1,480.00
Survey \$7,560.00
Utility Designating \$11,880.00
Lump Sum Fee \$20,920.00

Test Holes (As Needed)
(30) Test Holes (\$500 per hole) \$15,000.00
(20) Test Holes (\$600 per hole within FEC R/W) \$12,000.00
Estimated Test Hole Budget..... \$27,000.00

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

England-Thims & Miller, Inc.
c/o Mr. Chase Wilkinson, P.E.

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Page 5

Reference: **Palm Coast ~ Surveying Services**

Task 8: FEC Coordination (If Needed)

ETM will assist with coordinating access and flagging services for the project described above. This scope will include Railroad Protective Liability insurance, contract review and flagger escort fees.

Railroad Protective Liability Insurance	\$1,050.00
Contract Review Fee	\$1,900.00
Flagman Services	\$15,000.00
ETM Administrative Fees	\$1,400.00
Estimated Fee	\$19,350.00

Task 9: Limited Tree Survey

Prepare a Limited Tree Survey within the site referenced above in accordance with direction from City of Palm Coast’s Landscape Architect. This scope of services includes providing tree locations within up to forty-five (45) 100’ x 100’ boxes determined by the Landscape Architect. The deliverable will consist of digital data (Cadd) files of the survey suitable for civil engineering design with a finalized map of survey to follow if needed.

Lump Sum Fee..... \$49,830.00

Task 10: Right of Way Acquisition

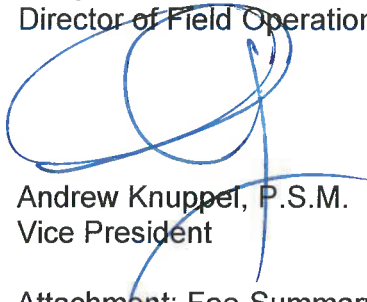
Prepare legal descriptions with accompanying sketches for the proposed right of way acquisition for up to seven (7) parcels. This scope of service also includes providing title report review for up to seven (7) acquisition parcels.

Maximum Limiting Fee (Hourly Rates).....\$20,000.00

Sincerely,
ETM SURVEYING & MAPPING, INC.



Barry L. Scott
Director of Field Operations, Shareholder



Andrew Knuppel, P.S.M.
Vice President

Attachment: Fee Summary

England-Thims & Miller, Inc.
 c/o Mr. Chase Wilkinson, P.E.

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Reference: **Palm Coast ~ Surveying Services**

FEE SUMMARY

	TASK DESCRIPTION	LUMP SUM FEE	HOURLY FEE
Task 1	Aerial Topographic Survey	\$155,860.00	
Task 2	Obscure Area Topographic Survey		\$31,500.00
Task 3	Vertical Site Control	\$19,580.00	
Task 4	Jurisdictional Wetlands Survey		\$32,300.00
Task 5	Boring Locations	\$62,260.00	
Task 6	Miscellaneous		\$50,000.00
Task 7	Subsurface Utility Services		
	Utility Coordination	\$1,480.00	
	Survey	\$7,560.00	
	Designating	\$11,880.00	
	30 Utility Test Holes \$500 (Soft Cover)		\$15,000.00
	20 Utility Test Holes \$600 (Hard Cover)		\$12,000.00
Task 8	FEC Coordination (If Needed)		
	Railroad Protective Liability Insurance		\$1,050.00
	Contract Review Fee		\$1,900.00
	Flagman Services		\$15,000.00
	ETM Administrative Fees		\$1,400.00
	5* Utility Test Holes		
Task 9	Limited Tree Survey	\$49,830.00	
Task 10	Right of Way Acquisition		\$20,000.00
		308,450.00	180,150.00
Total		488,600.00	

Geotechnical Services
ECS Florida, LLC



ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

"One Firm. One Mission."



ECS Florida, LLC

Proposal for Geotechnical Exploration and Engineering Services

Matanzas Woods Pkwy and Palm Coast Pkwy Connector

Matanzas Woods Pkwy to Palm Coast Pkwy
Palm Coast, Florida

ECS Proposal Number 56-1823

June 2, 2023

June 14, 2023 - Revised



June 14, 2023

ECS FLORIDA, LLC

June 2, 2023
June 14, 2023 - Revised

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

ECS Proposal No. 56-1823

Reference: Proposal for Geotechnical Exploration and Engineering Services
Matanzas Woods Pkwy and Palm Coast Pkwy Connector
Matanzas Woods Pkwy to Palm Coast Pkwy
Palm Coast, Florida

Dear Mr. Maggiore:

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

PROJECT UNDERSTANDING

Based on correspondence with Mr. Matt Maggiore, P.E. with England-Thims & Miller, Inc. (ETM), a geotechnical exploration, engineering analysis and report will be required for the referenced roadway project starting just west of Matanzas Woods Parkway and U.S.-1, beginning west of the railroad, and running west, then south and then east, crossing the railroad at the southern end of the loop west of U.S.-1 before terminating at U.S.-1 at Palm Coast Parkway. This project roadway length is approximately 6.7 miles. The project will include the design of a bridge crossing of the railroad at the southern end of the loop, which we understand will be designed to FDOT standards. An intersection/roundabout is also expected at the intersection of the roadway at U.S.-1, which will be constructed to FDOT standards. The remainder of the roadway will not be required to meet FDOT scoping requirements but may be designed to FDOT standards. The project will include replacement of the roundabout at Matanzas Woods Parkway with a signalized intersection and borings are required at four mast-arm signal poles locations. It is understood that utility underbore is expected at the railroad crossing and miscellaneous structures for storm sewer installation, possible light poles and other improvements will be required along the alignment. ETM will need geotechnical borings for 34 acres of wet detention ponds, spaced relatively uniformly for the length of the alignment.

SCOPE OF SERVICES

In order to evaluate the subsurface conditions along the proposed roadway alignment, ECS proposes a subsurface exploration consisting of a series of widely spaced auger borings, spaced at a maximum spacing of approximately every 500 feet along the majority of the proposed roadway, and every 100 feet at the intersection of the roadway at U.S.-1, within the proposed roundabout and within roadways extending to the north, south, east and west of the roundabout for approximately 300 feet each direction. Our proposed boring scope assumed for the project is as follows:

Proposed Geotechnical Engineering Exploration

Location	Number of Borings/Tests	Depth Below Ground Surface (ft)
Roadway Alignment	58 Auger	6
Storm Sewer/Miscellaneous Structures at 1 per 2,500 LF	14 SPT*	15
Bridge at Railroad Crossing at End Bents	2 SPT* (FDOT Sampling)	100
US-1 Intersection Roundabout	12 Auger	6
Storm Sewer/Miscellaneous Structures	4 SPT* (FDOT Sampling)	35
Matanzas Woods Parkway Mast-Arm Signal Poles	4 SPT*	35
Ponds	34 SPT*	25
Provisional: Muck Probes with Auger Borings	113 Muck Probe/Auger (Presumed)	6
Provisional: Boring for Miscellaneous Structure	20 SPT* (Presumed)	15
Provisional: Drawdown Analysis Per Pond – Phases 1 to 3 (2 for Phase 1 and 20 for Phase 2 and 3 – 22 total)	Included for Ponds	Included for Ponds

*Standard Penetration Test boring

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. Laboratory testing is estimated to include soil gradation and percent fines (44 total, 22 each), along with moisture content (44 total), organic material content (12 total), Atterberg Limits (11 total), corrosivity test suite for Environmental Classification (24 total), and Limerock Bearing Ratio (LBR) tests (21 total), performed in accordance with ASTM standards. Permeability test is proposed, both field and laboratory if drawdown analysis is required and a provisional fee is included herein for this service.

REPORT PREPARATION

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

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used, and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary). A Roadway Soils Survey sheet for the roadway borings presenting the encountered soil strata and a summary of the laboratory tests for the roadway/intersection portion of the project, along with soil profiles will be included.

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ECS FLORIDA, LLC

5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
6. Geotechnical recommendations for pavement design, consisting of soil strength parameters (LBR) and recommendations for construction meeting FDOT requirements, where required in FDOT right-of-way.
7. Recommendations for the bridge foundation design parameters, including our estimate of the performance of the foundation system. The bridge soil profiles will be presented on Report of SPT boring for Structure sheets. A pile data table containing the nominal bearing capacity (Qn) of the recommended pile size for the proposed bridge will be included in the structures report.
8. Recommendations for utility pipeline installations, including the underbore at the railroad crossing.
9. Recommended design parameters for the design of the miscellaneous structure/light pole foundations.
10. Recommended design parameters for the design of the mast-arm signal pole foundations at Matanzas Woods Parkway. A Report of SPT Borings for Signal Poles Sheet, in accordance with FDOT standards is proposed.
11. Recommendations for the required site preparation and earthwork construction.
12. Provisional Fee: Drawdown analysis for proposed ponds and recommendation for cut-off walls or liners if required.

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- 2 full business days are needed for utility mark-up prior to the start of drilling operations.
- Drilling operations will last approximately 1 to 2 business days.
- Client will provide the right of access to the property.
- We assume that traffic control will not be required for the U.S.-1 intersection; otherwise additional fees will apply and will be submitted upon request.

COST OF SERVICES

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$94,700**. The following **Provisional Fees** are included herein:

- Provisional - Muck Probes and Auger Boring (12,500 LF), 113 X \$180 each:	\$20,340
- Provisional - 15 ft Borings for Misc. Structure 20 X \$450 each:	\$9,000
- Provisional - Drawdown Analysis 22 X \$3,000 each (includes field & lab testing):	\$66,000
- Provisional - Traffic control with traffic control plans, 3 X \$1,500/day:	\$4,500
- Provisional – Private Utility Locator, 1 X \$1,500/day:	\$1,500

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

SCHEDULE OF WORK AND AUTHORIZATION

ECS is ready to mobilize to the site within one to two weeks following authorization. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

UTILITY CLEARANCE

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

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

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

SITE REPAIR

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site repair beyond what is outlined above unless specifically contracted.

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

CLOSING

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

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

Respectfully submitted,

ECS FLORIDA, LLC



Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer
MKemnitz@ecslimited.com



David W. Spangler, P.E.
Chief Engineer
DSpangler@ecslimited.com

Attachments: Figure 1. Proposed Roadway Alignment
Proposal Acceptance Form
ECS Terms and Conditions of Service

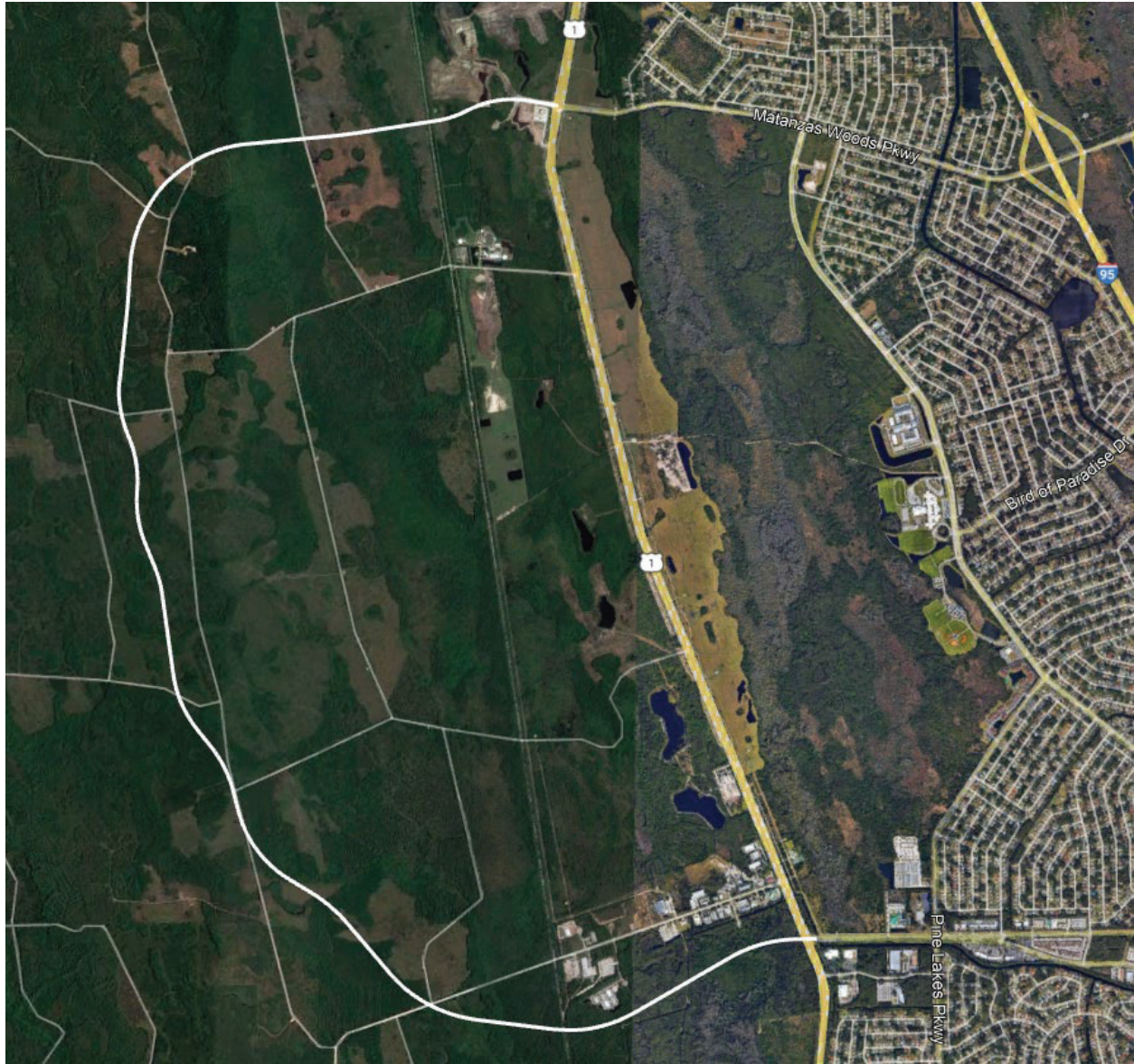


Figure 1. Proposed Roadway Alignment

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**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: Matanzas Woods Pkwy and Palm Coast Pkwy Connector
Location: Matanzas Woods Pkwy to Palm Coast Pkwy, Palm Coast, Florida
Geotechnical Engineering Report (Base Scope): \$94,700

The following **Provisional Fees** are proposed herein:

- **Provisional** - Muck Probes and Auger Boring (12,500 LF), 113 X \$180 each: **\$20,340**
- **Provisional** - 15 ft Borings for Misc. Structure 20 X \$450 each: **\$9,000**
- **Provisional** - Drawdown Analysis 22 X \$3,000 each (includes field & lab testing): **\$66,000**
- **Provisional** - Traffic control with traffic control plans, 3 X \$1,500/day: **\$4,500**
- **Provisional** – Private Utility Locator, 1 X \$1,500/day: **\$1,500**

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

CLIENT AND BILLING INFORMATION

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

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address:	_____	_____
Address:	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

June 14, 2023

ECS FLORIDA, LLC

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

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

Special Instructions: _____

Client Signature: × _____ Date: _____

ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

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

- 1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.
- 3.0 STANDARD OF CARE**
 - 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**
 - 3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
 - 3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
 - 3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.
- 4.0 CLIENT DISCLOSURES**
 - 4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
 - 4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
 - 4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.
- 6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.
- 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**
 - 7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 UNDERGROUND UTILITIES**
 - 8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
 - 8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
 - 8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.
- 9.0 SAMPLES**
 - 9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
 - 9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.
- 10.0 ENVIRONMENTAL RISKS**
 - 10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
 - 10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
 - 10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
 - 10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
 - 10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
 - 10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

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

15.0 BILLINGS AND PAYMENTS

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

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

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

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

18.0 LIMITATION OF LIABILITY

- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Floodplain Analysis

Gemini Engineering & Sciences, Inc.

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



June 1, 2023

**Subject: Matanzas Woods Parkway and Palm Coast Parkway Connector Road
Hydrologic and Hydraulic Analysis in Flagler County, Florida**

Dear Mr. Maggiore:

I appreciate this opportunity to provide our proposal in connection with your proposed Connector Road project in Flagler County, Florida, just west of the City of Palm Coast. The new roadway will connect Matanzas Woods Parkway and Palm Coast Parkway by forming a loop road west of US Highway 1. The roadway alignment will span Pringle Swamp at both the north and south ends of the loop road, with Pringle Swamp current identified as an effective Zone A, an approximate FEMA 100-year flood zone without established Base Flood Elevations (BFEs). There are also numerous ditches and canals which allow for flow to the west, with a separate ditch system and cross drains associated with a railroad track which runs parallel to US Highway 1 and will cross the proposed loop road. Gemini Engineering & Sciences will be providing services related to the expansion and update of available hydrologic and hydraulic modeling which appears to cover a small area on the northern end of the project area, as well as consultation and support related to possible permitting requirements. A detailed description of our Services to address current requirements is provided below.

Requirements and Scope of Services

1. We will need the following items, when available:
 - a. CAD file of any new topography and surveys along the proposed roadway right of way and adjacent areas. Please include vertical datum information. Please provide certified PDF of the survey if not included in the plans.
 - b. CAD and PDF file of the proposed roadway design, when available.
2. We will also perform field reconnaissance in conjunction with our desktop assessment to determine the possible need for surveys (assuming as-built data is not available). We will minimize the need for additional surveys by reviewing the availability of the targeted data from other sources prior to making our request. We expect a significant number of surveys of both natural cross sections and culvert crossings. We cannot provide a comprehensive list of our needs until our reconnaissance has been completed.
3. As mentioned above, there appears to be available HEC modeling which focuses on the northern end of the proposed loop road. We will fully review this model, including a final determination on whether a conversion to ICPR is advantageous. Whether in HEC or ICPR, we will update and expand the model domain to capture all contributing drainage areas and ensure appropriate downstream boundary conditions. Due to the relatively flat drainage basin, the model extent is expected to span over 5 miles along Pringle Swamp. Our efforts will also increase model

resolution where necessary to address roadway impact concerns. We will modify and expand the underlying GIS data, and the hydrologic and hydraulic model parameterization. We will simulate the 1-percent-annual-chance design storm as well as other storms to support your roadway design.

4. We will use the results of the *Existing Conditions* model as a basis for the *Proposed Conditions* roadway widening. We will incorporate the new roadway design, and evaluate the impacts of the roadway on potential flooding of adjacent areas. This effort includes providing recommendations on hydraulic cross drains, including the key crossings along Pringle Swamp. We will discuss our results with you, and work with you to limit floodplain impacts.
5. With your authorization, we will delineate the *Proposed Conditions* floodplain using surveyed topography, lidar data, and your roadway plans. We will tie the mapping to the effective mapping to within the FEMA-allowed 0.5-foot elevation tolerance. The mapping will include the necessary BFEs, and zone breaks. A profile baseline, 500-year floodplain, and floodway are not applicable.
6. Assuming the results of the proposed conditions analysis are acceptable, and with your authorization, we will prepare a brief report outlining our hydrologic and hydraulic analysis. We will include the necessary narrative of our assumptions, methodology, and results, and include figures and other report elements. We will provide a certified PDF version of the report.

The following potential tasks are also included and can be executed as necessary.

7. If necessary, and with your authorization, a FEMA Conditional Letter of Map Revision (CLOMR) submittal will be prepared and submitted. A CLOMR is based on certified engineering plans, and will show the proposed mapping revision from the current effective mapping. The CLOMR request will include the required completion of the MT-2 forms, narrative, calculation back-up data, figures, and certifications. **We will need documentation from your environmental consultant confirming that this project complies with the current Federal ESA requirements.** We cannot submit the CLOMR without this documentation.
8. We will submit the CLOMR to the County and/or City, and to FEMA, and answer questions from the reviewers concerning our analysis. We will keep you updated on the status of the CLOMR review until a determination is made.
9. If a Bridge Hydraulics Report (BHR) is required, then additional analyses of scour potential will also be required. Using either the HEC modeling or ICPR modeling (or combination), we will perform scour calculations, including contraction scour, local scour, and long-term scour. We will provide the scour estimates to you for consideration in erosion countermeasure design. Assuming the scour calculations are acceptable, and with your authorization, we will proceed with developing the draft BHR. We will answer questions from the relevant agencies regarding our calculations and BHR documentation.



Please note the following:

- Floodplain compensation calculations are not included in this proposal.
- With any CLOMR submittal, due process requirements will be necessary. This mainly involves the notification to property owners that portions of their land have been affected by the pending CLOMR. Gemini will be handling the notifications with the assistance from you in obtaining the contact information for the affected property owners.
- The resulting CLOMR approval does not officially change a flood zone. The CLOMR must be followed up with a follow-up Letter of Map Revision (LOMR) for the zone change to become effective. Due to uncertainties in schedule and scope associated with a follow-up submittal, a follow-up LOMR is not included in this proposal.

Fee Schedule and Timeline

The following is our proposed schedule once we receive authorization:

Tasks 1-2 (Discovery) -----	3-4 weeks
Task 3 (Existing Conditions) -----	6-8 weeks
Task 4 (Proposed Conditions) -----	6-8 weeks
Task 5 (Mapping) -----	1 week
Task 6 (Report) -----	2 weeks
Task 7 (CLOMR) -----	2 weeks for preparation and submittal
Task 8 (CLOMR Review) -----	FEMA review time is variable
Task 9 (BHR) -----	3-4 weeks

Please note that the FEMA review timeframe for a CLOMR submittal is a variable, but based on recent cases, the review time is expected to take between 7-9 months for a CLOMR.

Our fee schedule (lump sum) is as follows:

Tasks 1-2 (Discovery) -----	\$7,200
Task 3 (Existing Conditions) -----	\$32,300
Task 4 (Proposed Conditions) -----	\$21,400
Task 5 (Mapping) -----	\$5,500
Task 6 (Report) -----	\$5,900
Task 7 (CLOMR) -----	\$8,500
Task 8 (CLOMR Review) -----	\$5,500
Task 9 (BHR) -----	\$23,700

Late payments are subject to a 1.5% per month interest charge. Please note that the above costs do not include any review fees or survey costs. **At this time, FEMA requires a review fee of \$6,500 for a CLOMR submittal.**

Closing

I appreciate this opportunity to submit my proposal to you and hope that you will find it satisfactory. Please see the attached **EXHIBIT A** for additional provisions regarding our Services. This proposal shall remain open for thirty (30) days. If you find our proposal acceptable, an executed copy of this letter may serve as our agreement.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gemini Engineering & Sciences, Inc.



Ki Hong Pak, FL PE #52052, CFM
Project Manager

Acceptance by England, Thims & Miller, Inc.:

I hereby authorize Gemini Engineering & Sciences, Inc. to proceed with the work described above.

Signature: _____

Name: _____

Title: _____

Date: _____



Wetland / Environmental Permitting Breedlove, Dennis & Associates

BDA
ENVIRONMENTAL CONSULTANTS

June 1, 2023
Revised: June 12, 2023
File: 2023-034-050

SENT VIA ELECTRONIC MAIL

Mr. Matt Maggiore, P.E.
England-Thims & Miller, Inc.
14775 Old Saint Augustine Road
Jacksonville, Florida 32258
Phone: 904-265-3202
Email: MaggioreM@etminc.com

RE: Proposal for Environmental Permitting Assistance
City of Palm Coast Matanzas Woods Parkway Project Site
Flagler County, Florida

Dear Mr. Maggiore:

Pursuant to your electronic correspondence of May 30, 2023, our conversation of May 31, 2023, and additional correspondence of June 9, 2023, we are providing the following revised fee proposal for services on the City of Palm Coast Matanzas Woods Parkway project site located west of U.S. Highway 1, extending the existing Matanzas Woods Parkway in the north to Palm Coast Parkway SW in the south. Breedlove, Dennis & Associates, Inc. (BDA) will provide the following services for this project:

Task No. 1 — Wetland Delineation and Site Review

We will conduct a site investigation and delineate the extent of wetlands extending approximately 25 feet beyond the 200-foot right-of-way (ROW) of the proposed City of Palm Coast Matanzas Woods Parkway project site that would be considered jurisdictional by the St. Johns River Water Management District (SJRWMD) pursuant to Chapter 62-340 of the Florida Administrative Code (F.A.C.) and the Florida Department of Environmental Protection (FDEP) pursuant to Chapter 62-331 F.A.C. Prior to conducting the field work, the centerline of the proposed road ROW will need to be field staked in order for BDA biologists to survey within the correct ROW limits. Wetland delineation flags will be recorded using a GARMIN™ hand-held Global Positioning System (GPS) unit. It is estimated that delineation of the approximately 4 miles of wetlands, with one team of two scientists, will require four days (depending on

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BREEDLOVE, DENNIS & ASSOCIATES, INC.

330 W. Canton Ave. ~ Winter Park, FL 32789-3195
Phone: 407-677-1882 ~ Fax: 407-657-7008

30 East Liberty St. ~ Brooksville, FL 34601-2910
Phone: 352-799-9488 ~ Fax: 352-799-9588

BDA
ENVIRONMENTAL CONSULTANTS

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the extent of wetlands observed, thickness of vegetation to navigate the site efficiently, and weather). The final product associated with this task will include an aerial photograph of the site depicting the extent of potentially jurisdictional wetlands. This delineation will be suitable for planning purposes but will not be binding until inspected and approved by state agency staff. Please note that wetland flags will need to be located by a Florida licensed surveyor as part of the regulatory review process; this task does not include costs associated with the professional land surveyor wetland survey.

We will also review the project site to identify vegetative community types, and utilization of the site by wildlife. Our assessment will include a review for the occurrence and potential occurrence of wildlife species listed as Threatened and/or Endangered (T&E) species and Species of Special Concern by the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC) and plant species listed as T&E by the USFWS. Assessment for the occurrence and likelihood of occurrence of listed wildlife species will include documentation through direct observation, auditory signal, or sign (tracks, scat, etc.). A review of the FWC bald eagle (*Haliaeetus leucocephalus*) nest database, Audubon EagleWatch database, and the wading bird rookery database for possible active eagle nests and wading bird rookeries within the immediate vicinity of the project site will also be performed. BDA scientists will review the hydrologic connectivity of the on-site wetlands for federal permitting jurisdictional analysis, and assess the quality of wetlands proposed for impact within the road ROW utilizing the Uniform Mitigation Assessment Method (UMAM). This review will also include a 15% census of suitable upland habitat for gopher tortoises (*Gopherus polyphemus*), a state listed species, to better estimate the on-site population needing relocation. It is estimated that the site review, UMAM analysis, and gopher tortoise census will require four days for one team of two scientists.

Task No. 2 — St. Johns River Water Management District Permitting Assistance

The ecological information collected under Task No. 1 will be utilized in preparation of the SJRWMD permit application submittal.

We will prepare the ecological portion of the Environmental Resource Permit (ERP) application. The purpose of this report is to address the environmental issues that are part of the ERP application review, including the UMAM analysis and mitigation plan. This report will complement your engineering submittal and will be used as an attachment to the application. The BDA project manager will coordinate with the project engineer as required to prepare the application submittals. The ecological report will include the following information:

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- Overview of the project
- Description of upland and wetland vegetative communities
- Description of wetland impacts
- Mitigation analysis, if applicable
- A review for the occurrence of listed wildlife and plant species
- Discussion of permit issuance criteria
- Discussion of public interest criteria, if necessary
- A review of elimination and reduction criteria

The ecological report will also include the appropriate supporting graphics. The project engineer will supply the project boundary and final project site plan in digital form to BDA. Any subsequent modifications to the project boundary or project site plan that necessitate changes to the above-referenced report or the below-referenced graphics will be billed as requested services. The appropriate supporting graphics include:

- Location figure
- Vegetative communities and land use map
- Soils map
- Wetland delineation
- Development plan
- UMAM worksheets,
- Wetland tables for the ERP application

As part of the permitting process a Cultural Resource Assessment Survey (CRAS) of the project site is required. A report of findings is submitted to the Division of Historical Resources for concurrence. BDA will subcontract the CRAS to Southeastern Archaeological Research, Inc. (SEARCH). SEARCH has estimated the CRAS will cost \$84,500. This task includes SEARCH's CRAS, BDA's coordination with SEARCH, review of the draft CRAS, and agency coordination associated with the CRAS.

Should the SJRWMD require additional information, BDA will coordinate with SJRWMD staff and the project engineer as required and prepare a response for one request for additional environmental information (RAI). Should the SJRWMD request additional information beyond the first RAI to complete their review of the permit application, BDA will submit an addendum based on the type and amount of information requested. The permit application fee is not included in this cost estimate.

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Task No. 3 — Florida Department of Environmental Protection 404 Permitting Assistance

The ecological information collected under Task No. 1 will be utilized to evaluate the extent of Section 404 wetland jurisdiction on the project site pursuant to pre-2015 Rapanos guidance currently being utilized by the U.S. Environmental Protection Agency. The U.S. Supreme Court recently ruled on the *Sackett et ux v. Environmental Protection Agency et al.* case, which will change jurisdictional guidance; however, the timeline for agency implementation is uncertain. Current guidance will be utilized at the time of preparation of the necessary FDEP permit application, wetland jurisdictional forms, and graphics to support BDA's determination of jurisdiction on the project site.

We will coordinate with the FDEP to seek approval for the project as designed. Due to the proposed acreage of impacts and likely extent of regulatory jurisdiction, an Individual Permit (IP) may be required. Information needed for the FDEP application from the project engineer will include a project boundary and/or legal description, site plan, drawings including detailed plans of wetland impacts and cross-sections of wetland fill, acreage, volume, and type of fill, and a sediment erosion control plan. The IP application report will typically include the following information:

- Overview of the project
- Description of upland and wetland vegetative communities
- Description of wetland impacts
- Compensatory mitigation analysis
- Review of federally listed wildlife and plant species
- Public interest review criteria
- Alternative analysis (this requires input from the City of Palm Coast)
- Avoidance and minimization criteria
- Functional assessment of wetland impacts and mitigation

The IP submittal will also require a variety of supporting graphics including:

- Site plan depicting jurisdictional waters of the United States proposed for impact
- Alternative analysis graphics
- Wetland Jurisdictional Determination graphics

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This task includes coordination with the project engineer and FDEP staff as the project team addresses various issues identified following the permit application submittal process. BDA will respond to one FDEP RAI.

There are no application fees associated with the joint permitting process. The permitting time frame is agency-driven. The FDEP application is submitted and processed concurrently with the SJRWMD permit application; however, the FDEP will not issue a permit prior to a permit being issued by the SJRWMD. The SJRWMD permit constitutes water quality certification, which FDEP requires.

Task No. 4 — City of Palm Coast Permitting Assistance

BDA will compile an assessment of the current ecological condition of the site utilizing the information collected under Task No. 1 and the threatened and endangered species analysis prepared in Task No. 2. Graphics associated with this report will include a location map, vegetation map, Natural Resources Conservation Service soils map, and Federal Emergency Management Agency floodplain map.

Task No. 5 — Agency Meetings and Team Coordination

The BDA Principal-in-Charge and/or project manager will attend team meetings and any additional agency meetings to address technical issues associated with the preparation, submittal, and issuance of the permits, or other environmental issues that require discussions. This task also includes agency coordination, City staff coordination, surveyor coordination, and team coordination consisting of electronic correspondence, conference calls, and in-house scientist meetings.

Specifically, this task includes one pre-application meeting with the SJRWMD and separately one pre-application meeting with the FDEP prior to the submittal of the application. Two BDA scientists will attend a two-day joint field inspection with the SJRWMD and FDEP to review the wetland delineation and wetland impacts. One additional meeting with each agency's staff has also been included for budgetary purposes to satisfy any sufficiency comments and negotiate permit conditions and mitigation. This task also includes one meeting with the City of Palm Coast staff to discuss any environmental technical issues. The estimated cost associated with this task is based on four-hour meetings or ten-hour field inspection days (including travel time). Actual costs may vary based on the location and length of meetings, principal or scientists in attendance, travel, etc. The development of specific meeting materials and preparation for meetings will be included within this task.

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Task No. 6 — Gopher Tortoise Survey and Permitting

BDA will conduct a 100% gopher tortoise survey in accordance with the FWC April 2008 (revised April 2023) Gopher Tortoise Permitting Guidelines (Permit Guidelines) to estimate the population of gopher tortoises currently within the limits of the proposed road and ROW, as well as 25 feet on each side of the ROW for preparation of the permit application and to evaluate management options available for this species. This survey will be conducted no more than 90 days before the application is submitted to the FWC.

All gopher tortoise burrows located during the survey will be recorded using GARMIN™ hand-held GPS, and flagged in the field. The locations of the burrows will be mapped and used for FWC permitting requirements. A population estimate will be calculated from the survey results to determine the approximate gopher tortoise population for the limits of the access road. An FWC relocation permit (i.e., 10 or Fewer Burrows Permit, or Conservation Permit) will likely be required. Prior to the gopher tortoise survey, the proposed road ROW will need to be field staked in order for BDA biologists to survey within the correct ROW limits. It is estimated that it will take two crews of two BDA scientists nine days to complete the 100% gopher tortoise survey of suitable habitat.

The FWC requires first that gopher tortoise burrows be avoided, if at all possible by a minimum of 25 feet in all directions from the burrow's entrance. If all burrows can be safely avoided, no permits from the FWC will be required for construction of the road. If avoidance of burrows is not feasible, then a permit will need to be obtained from the FWC to relocate all gopher tortoises within the survey limits (roadway and 25 feet on each side of the ROW) prior to construction activities commencing.

BDA will prepare the necessary relocation permit application graphics and accompanying documentation for submittal to the FWC through their online permitting portal. The relocation of gopher tortoises will be to an off-site approved long-term or short-term recipient site. BDA will assist in locating an approved recipient site and coordinate with the recipient site owner to provide the FWC the required written approval to use the proposed recipient site. Due to limited state-wide recipient site capacity, available sites typically require a non-refundable reservation fee to secure the necessary documentation and reserve the area within the gopher tortoise recipient site. This non-refundable reservation fee may vary depending upon the recipient site utilized/available at the time of permitting. BDA will also coordinate with FWC staff to conduct a site review of the project site, if requested.

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The FWC permit application process currently requires approximately 45 days for permit issuance. An authorized agent with the appropriate qualifications to oversee gopher tortoise relocations must be a responsible party to the permit. The information that must accompany an application for authorization to relocate gopher tortoises generally includes the following:

- Name and mailing address of the applicant
- Description of the proposed development site location (to include section, township, range, and county parcel identification number)
- Description of habitats on the project site by cover types and soils classifications
- Results of a gopher tortoise survey of all suitable habitat on the project site that has been conducted no more than 90 days prior to the date of the application (to include an estimate of the number of gopher tortoises occupying the project site, a description of the gopher tortoise survey methods, general location map, and boundary map)
- Identification of the proposed recipient area
- Written approval to use the proposed recipient site
- Proof of local government approval to begin either clearing, grading, and other site work

The FWC application fee (i.e., mitigation contribution) is tiered based on the resident gopher tortoise population subject to relocation and the type of recipient site selected. The application fee for the relocation of the first five gopher tortoises (10 or fewer burrows) is \$234. Each additional gopher tortoise proposed for relocation is \$351 or \$1,053 depending on the type of recipient site used. For budgetary purposes only, as no gopher tortoise survey data has been collected to date, we have estimated a low population density (24 burrows or 12 gopher tortoises) on 170 acres of suitable upland habitat. If a Tier 1 Long-term Protected Recipient Site is utilized, the FWC application fee for 12 gopher tortoises would be \$2,700. However, depending on availability at the time of relocation, a Tier 1 Short-term Protected Recipient Site may need to be utilized which would result in an FWC application fee of \$7,600. The actual cost of the application fee will be calculated once the survey is completed and a recipient site is located. The FWC permit application will not be processed until the application fee is received.

Task No. 7 — Gopher Tortoise Relocation

Once the permit is approved, BDA will coordinate with the project team to execute the gopher tortoise relocation. The scheduling and execution of the gopher tortoise relocation effort is dependent on availability of suitable weather. Permit conditions limit relocation efforts to those days when overnight temperatures are greater than 50 degrees Fahrenheit for a period of three consecutive days following

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relocation. If the relocation start date is after the 90-day period for which the survey is valid, an additional 100% survey for gopher tortoise burrows will be required prior to the excavation and relocation effort. The cost of an additional 100% survey is not included in the current proposal.

Our proposal costs are based on excavating the burrows using a backhoe and hand shovel following issuance of the permit. Two BDA Authorized Gopher Tortoise Agents or their designees will be onsite to conduct and supervise the backhoe excavation, and the capture and relocation of gopher tortoises. BDA will subcontract a qualified backhoe operator and machine with experience excavating gopher tortoise burrows. Approximately eight burrows can be excavated per day.

BDA will coordinate transport of the captured gopher tortoises to the selected recipient site. FWC-approved recipient sites also charge a “per tortoise” fee for the acceptance of tortoises. Recipient site fees are market driven and are typically \$6,000 per tortoise.

BDA scientists will obtain the statistical data from the relocated gopher tortoises (i.e., weight, sex, and carapace length) necessary for the final report of results that BDA will submit to the FWC as required by the permit.

The resident population is assumed to be low based on land use; therefore, the estimated relocation effort assumes 3 days will be required for two BDA scientists and one backhoe operator. The estimated budget to complete the gopher tortoise relocation is \$11,000. Recipient site fees (assuming a recipient site fee of \$6,000 per tortoise), may be \$72,000 or greater, and are the responsibility of the client. A more accurate estimation can be determined once the survey is complete and a recipient site is located.

Task No. 8 — Requested Services

Although not anticipated, additional work beyond that described in the above scope could be required by the reviewing regulatory agencies or requested by the client. We will perform such tasks only upon written or verbal authorization from the client. A formal written workscope and cost estimate will be provided if requested by the client, prior to initiating any requested services.

Cost of Services

Estimated costs associated with the proposed services identified above have been summarized below for your review. Actual costs may be more or less depending on the level of T&E species occurrence, agency


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June 1, 2023
Revised: June 12, 2023
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permitting requirements, and requested services. The estimates are provided for budgetary purposes. Billing will be on a time and materials basis in accordance with the enclosed Schedule of Professional Fees and subject to the attached Terms and Conditions.

Task No.	Task Description	Estimated Cost
1	Wetland Delineation and Site Review	\$35,000
2	SJRWMD Permitting Assistance (including SEARCH CRAS)	\$122,500
3	FDEP 404 Permitting Assistance	\$38,000
4	City of Palm Coast Permitting Assistance	\$4,000
5	Agency Meetings and Team Coordination	\$20,000
6	Gopher Tortoise Survey and Permitting (including permit fee)	\$45,600
7	Gopher Tortoise Relocation (including recipient site fee)	\$83,000
8	Requested Services	To be determined
Total Budget (excluding Task No. 8)		\$348,100

Sincerely,


Lynette M. Brown, Ph.D.
Senior Scientist


W. Michael Dennis, Ph.D.
President

LMB/WMD/vcl

Enclosures

cc: Mr. Chase Wilkinson

BDA
ENVIRONMENTAL CONSULTANTS

SCHEDULE OF PROFESSIONAL FEES

Effective November 1, 2022

Position/Service	Hourly Rate (\$)
Principal	375.00
Senior Vice President	195.00
Senior Ecosystems Analyst	160.00
Senior Water Quality (W.Q.) & Toxicology Analyst	160.00
Principal Scientist	150.00
Senior Scientist	140.00
Scientist IV	120.00
Scientist III	115.00
Scientist II	90.00
Scientist I	75.00
Environmental Specialist IV	80.00
Environmental Specialist III	75.00
Environmental Specialist II	65.00
Environmental Specialist I	55.00
Senior Geographic Information Systems (GIS) Analyst	140.00
GIS Analyst III	120.00
GIS Analyst II	110.00
GIS Analyst I	100.00
Librarian	35.00
Field Technician	35.00
Clerk	30.00

Terms: Net 30 days. Unpaid balances will be subject to interest at the rate of 1.5% per month or the maximum permissible under state law, whichever is less, starting 30 days from the invoice date.

A 10% fee will be added to the following items: laboratory fees, sub-consultant fees, and overnight travel.

Expert witness at 125% of schedule fees.

O:\Marketing\Fee Sched\2022\11-1-2022 Fee.doc

BREEDLOVE, DENNIS & ASSOCIATES, INC.

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Phone: 407-677-1882 ~ Fax: 407-657-7008

30 East Liberty St. ~ Brooksville, FL 34601-2910
Phone: 352-799-9488 ~ Fax: 352-799-9588

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TERMS AND CONDITIONS

1. Other support provided at the request of the Client or representatives of the Client including, but not limited to, team meetings, agency negotiations, public presentations, mitigation design, permitting assistance, sufficiency responses or additional analyses not mentioned elsewhere in this Proposal will be billed on a time and materials basis according to the attached rate schedule. All requested services must be approved by the Client before additional support can be initiated.
2. Unless specified elsewhere in the Proposal, the proposed costs constitute Breedlove, Dennis & Associates, Inc.'s (BDA) estimate of the charges required to complete the Project as defined. Final costs for this Project may vary from the estimated costs. For many projects, all activities are often initially not fully definable. As the Project progresses, the facts uncovered may alter the scope of work and consequently the cost of completion. BDA will inform the Client of such situations so that negotiations of change in scope and fees can be accomplished as required.
3. BDA's fees are based on the actual time required by the individuals assigned to the Project task, plus reimbursable expenses. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project. Reimbursable expenses include, but are not limited to long distance telephone calls, computer charges, living and travel out-of-town, inter-city travel, reproduction of reports, drawings and documents, and special fees. Client shall compensate the consultant for reimbursable expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. BDA will submit our bill for these services monthly. Payment is due upon submission.
4. After January 1, 2024, all hourly and daily rates quoted within this contract may increase by 5%, at the determination of BDA, upon written notice to Client, and may increase by 5% annually thereafter.
5. This Proposal to perform services for this Project shall remain open for acceptance for a period of sixty (60) days from the date thereof, after which time BDA reserves the right to review, revise or withdraw its Proposal.
6. All information furnished by Client to BDA shall be returned to Client upon the conclusion of the Work unless the same shall have been consumed or merged into the Work. BDA may retain copies of any such information furnished to BDA by Client and BDA shall, in all events, retain full possession and ownership of its field and Project notes and all other documents or data generated, consumed or merged into any reports, opinions, or applications required in connection with the Project and the Work.
7. This Contract may be terminated by either Party for reason or for no reason by giving thirty (30) days written notice to the other Party. Said notice shall be sufficient if it is delivered to the Party personally or mailed by certified mail to the Party's mailing address. Upon any termination under this paragraph, BDA will prepare a final invoice following the date of a final termination notice which date shall be the "Effective Date of Termination." Where the method of payment is based on time and materials, the final invoice will be based on reimbursement for all services and expenses associated with the Project up to the Effective Date of Termination.
8. Neither BDA nor Client shall be liable to the other for any damages whatsoever caused by termination of this

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ENVIRONMENTAL CONSULTANTS

Contract or failure to perform under this Contract, except for services actually performed and costs and commitments actually incurred by BDA under this Contract, prior to the Effective Date of Termination. In no event shall either Party be liable to the other for any other claim of direct, indirect, special, incidental, or consequential damages (including loss of profits) whether based on contract, tort, or another legal theory.

9. The Parties to this Contract agree to make the submission to mediation of any dispute or controversy arising out of this Contract, as set forth herein, an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. All disputes between the Parties to this Contract arising out of or in connection with this Contract shall be referred for mediation to a mediator who is a member of the Florida Bar in good standing, and who is mutually acceptable to all Parties subject to the dispute. Each Party to all disputes submitted for mediation shall pay an equal share of the costs and fees charged by the mediator.

10. The Client acknowledges that it has secured legal rights to the property upon which the project will be developed. The Client further acknowledges and agrees that the type of services to be performed by BDA are covered under Florida Statutes 713.03 (Liens for professional services) and that the non-payment of fees owed under this Agreement may result in a mechanic's lien or other encumbrances being placed on the property upon which the project is/will be located.

11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Florida, and the Parties expressly agree that any mediation proceeding, or any action at law or suit in equity, shall be instituted and maintained only in the Courts of Orange County, Florida, and each Party waives the right to change of venue. It is agreed by and between the Parties that this agreement was executed in the State of Florida, United States of America. In the event BDA retains legal counsel to enforce any of the provisions of

this agreement, the Client agrees to pay all reasonable attorneys fees and any additional attorney fees pursuing collection of this judgement.

12. This agreement, and any specified attachment, or exhibits attached constitute the entire agreement between BDA and Client and all promises, representations, understandings, and agreements with the respect to the subject matter hereof and inducements to the making of this agreement relied upon by either Party have been expressed herein, and may not be altered, amended, or modified unless in writing executed by the Parties hereto.

13. Neither this agreement nor any interest herein may be assigned by the Client without BDA's prior written consent. No Party shall be liable for delay in the performance hereunder do to causes beyond their control, including, but not limited to, acts of God, fire strikes, acts of war, or the intervention of governmental authority, but any such failure shall be remedied as soon as reasonably possible.

14. Each Party executes this agreement as an independent contractor and nothing herein shall be construed to form a joint venture, partnership, or any similar form of association.

15. In the event of default by Client in the payment of any sum to BDA when due, or in the performance of any of Client's obligations under this agreement, BDA shall have the right to terminate this agreement, until such time as the default may be cured. Client shall reimburse BDA for all costs and expenses to enforce collection of any monies from Client.

Phase 1 ESA

Biotech



June 14, 2023

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

Proj: Matanzas Woods Pkwy - Southern Segment Phase I ESA
Re: Proposal for Environmental Services - (BTC Proposal No. 23-969)

Dear Matt:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Matanzas Woods Pkwy - Southern Segment Phase I ESA in Flagler County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,
Jason Milton
Project Manager

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101B
Tampa, FL 33634

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Matt Maggiore; England-Thims & Miller, Inc.
 Matanzas Woods Pkwy - Southern Segment Phase I ESA (BTC Proposal # 23-969)

**PROPOSAL FOR ENVIRONMENTAL SERVICES
 MATANZAS WOODS PKWY - SOUTHERN SEGMENT PHASE I ESA
 BTC PROPOSAL No. 23-969**

1. PHASE I ESA (70-1)


Bio-Tech Consulting, Inc's (BTC) Phase I Environmental Site Assessments (ESAs) are performed utilizing methods and procedures consistent with good commercial or customary practice designed to conform with the most current ASTM Standard for Phase I ESAs. The specific purpose of a Phase I ESA is to identify Recognized Environmental Conditions (RECs) associated with a site. ASTM defines three (3) types of RECs that may be identified when performing a Phase I ESA. These are as follows:

Controlled REC: A REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a No Further Action [NFA] letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations [AULs], institutional controls, or engineering controls).

Historical REC: A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meets unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, AULs, institutional controls, or engineering controls).

REC: The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property (1) due to release to the environment, (2) under conditions indicative of a release to the environment, or (3) under conditions that pose a material threat of future release to the environment. De minimis conditions (a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies) are not considered to be RECs. To achieve the stated purpose, the following services will be performed by BTC for this assessment:

Physical characteristics and uses of the subject site and adjoining lands will be reviewed. Standard environmental record sources maintained by federal, state, local, and tribal agencies will be reviewed in an effort to identify sites that could have the potential to impact the environmental quality of the subject property. Governmental agency information will be collected and compiled by a contracted data research company. The data research company report will be based on a radius search which focuses both on the subject property and neighboring lands which may have impacted the site. The site history will be reviewed in an attempt to identify possible property ownership and/or uses that would suggest an impact to the environmental integrity of the property. This will be performed through review of reasonably ascertainable land title records and standard historical sources. A site reconnaissance will be performed to visually and physically inspect the subject site. This includes a visual inspection of the portions of adjoining properties visible from the subject site and public thoroughfares. Interviews will be conducted, when possible, with individuals and local government representatives considered likely to know useful information regarding the subject site and adjoining properties. A report will be prepared, which includes the results of our investigation, findings, opinions, and conclusions, and a discussion of any data gaps encountered. BTC's Phase I ESAs are performed in general accordance with the most current ASTM standard for Phase I ESAs. This standard requires specific information from the entity which intends to use the Phase I ESA for due diligence purposes (the user is generally either the owner or a perspective buyer). This information includes knowledge the land owner and/or perspective buyer may have regarding the property and the results of a title search, to include a search for environmental liens and AULs from 1980 to the present. Additionally, this standard requires additional historical research and documentation of any gaps in available data. Phase I ESAs are intended to reduce, but not eliminate, uncertainty regarding the potential for RECs or contamination in connection with a property. As noted by the legal analysis included in the standard, there may be environmental issues or conditions at a property that parties may wish to assess in connection with real estate that are outside the scope of

INITIAL:  (BTC) _____ (Client)

Matt Maggiore; England-Thims & Miller, Inc.

Matanzas Woods Pkwy - Southern Segment Phase I ESA (BTC Proposal # 23-969)

this practice. Also, some substances may be present on a property in quantities and under conditions that may lead to contamination of the property or of nearby properties, but are not included in Comprehensive Environmental Response Compensation Liability Act's (CLRCLA's) definition of hazardous substances. It is therefore recognized that the possibility exists that some hazardous substances or wastes may not be detected because it is beyond the level of inquiry for this type of study. Per ASTM protocols for Phase I ESAs, the site will not be evaluated for conditions relating to asbestos containing building materials, biological agents, cultural and historical resources, ecological resources, endangered species, health and safety, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance and wetlands. Client will be provided an electronic copy of the report and one (1) hard copy if requested.

NOTES: The Event Price is a maximum amount, and includes (as applicable): Mobilization and Report - \$2,000.00; Flagler Hospital Parcel, Inc. Parcel - \$500.00; 1225 Port Housto, LLC Parcel - \$600.00; Palm Coast Holdings, Inc. Parcel - \$200.00; JB Gelman Companies. LLC Parcel - \$600.00; and Palm Coast Commercial Parcel - \$400.00.

Event Price: \$4,000.00

INITIAL:  (BTC) _____ (Client)

Matt Maggiore; England-Thims & Miller, Inc.
 Matanzas Woods Pkwy - Southern Segment Phase I ESA (BTC Proposal # 23-969)

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:




John Miklos, President
Bio-Tech Consulting, Inc.

June 14, 2023

Date

Authorized Signatory

Date

INITIAL:  (BTC) _____ (Client)

Matt Maggiore; England-Thims & Miller, Inc.
Matanzas Woods Pkwy - Southern Segment Phase I ESA (BTC Proposal # 23-969)

Billing Information: Name: _____
Title: _____
Company: _____
Address: _____

Phone: _____
Cell: _____
Fax: _____
E-mail: _____

Please check here if you prefer to receive a paper invoice

INITIAL: *ML* (BTC) _____ (Client)



Scale: 1"=400'

Palm Coast Pky

US 1

3.86 AC

2.45 AC

1.02 AC

Minor adjustments will be made to alignment to avoid small lakes like this

4.77 AC

Additional 5 AC of pond site(s) will be on these parcels

0.26 AC

Hydrologic Grade

6.55 AC

Minor adjustments will be made to alignment to avoid small lakes like this

6.05 AC

FEC RR

[i]

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

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SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

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to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

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SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

Lighting

Lassiter Transportation Group



Via E-mail (MaggioreM@etminc.com)

Ref: 5984.00

June 13, 2023

Matt Maggiore, P.E.
Executive Vice President
England-Thims & Miller, Inc.
14775 Old St. Augustine Road, Suite 400
Jacksonville, Florida 32258

Re: Matanzas Woods Parkway Extension - Lighting Design, Lighting Concept and Cost Estimate Proposal
City of Palm Coast, Florida

Dear Mr. Maggiore:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering services on behalf of the proposed Matanzas Woods Parkway Extension (the PROJECT), located in the City of Palm Coast, Florida (the CITY). For the purpose of this proposal/agreement, England-Thims & Miller, Inc. will be referred to as the CLIENT. The Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is presented below.

SCOPE OF SERVICES

It is our understanding that the primary objectives of the PROJECT is to (a) design for complete conventional roadway lighting and Intelligent Transportation Systems (ITS) suitable for construction from approximately 800' west of the Florida East Coast (FEC) railroad centerline to US 1 in the northern corridor limits, for an approximate length of 0.75-mile, with 4L or 6L typical section, and inclusive of one (1) signalized intersection (Phase 1); and (b) provide a lighting and ITS concept with engineer's estimate of probable cost for the remaining corridor to Palm Coast Parkway, for an approximate length of 6.5-miles and inclusive of up to five (5) typical roadway section configurations (Phases 2 & 3). The conventional lighting design and concept will adhere to applicable requirements as established in the City of Palm Coast Lighting Master Plan, FDOT and AASHTO standards or approved otherwise. It is anticipated the CITY will utilize Florida Power & Light (FPL) for the lighting's electrical design components/power distribution system through the CITY's services maintenance agreement. The lighting system will be designed for utilization of FPL conventional lighting poles and LED luminaires. The ITS design and concept will adhere to applicable requirements as established in FDOT standards or approved otherwise. All work will be prepared in accordance with generally accepted engineering practice for the design of the proposed improvements described above.

Task 1 - Lighting Analysis and Design (Phase 1)

LTG shall prepare a signed and sealed set of lighting component plans for Phase 1 of the PROJECT suitable for construction. The plans shall be prepared to FDOT standards. The tasks involved in this process include design of the lighting components, submission of 60% design drawings for review, and finalization of 100% design plans including the incorporation of appropriate design review comments. It is understood that the final plans will be developed in English units using 11" x 17" plan size sheets at a scale of 1" = 40' or other as appropriate. Each of the design tasks is detailed below.

Lighting Design Analysis Report (LDAR)

LTG shall provide an LDAR meeting FDOT criteria to include analysis of the photometrics of the proposed conventional roadway luminaires. The LDAR will include a description of the applicable photometric illuminance

Matt Maggiore, P.E.
 June 13, 2023
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and uniformity criteria utilized, the resulting design photometric values from the AGI32 analysis software, pole nominal height(s), luminaire photometric distribution type(s), arm length(s), pole arrangement(s) and location(s). The electrical design components/power distribution system will not be included due to the anticipated FPL and CITY services maintenance agreement.

Plans Preparation

The CLIENT shall provide LTG with topographic survey and all design files for the PROJECT depicting the proposed conditions, including above ground and below ground utilities within the PROJECT right-of-way. The survey and design files will be provided meeting FDOT standards in electronic format (MicroStation) at a scale of 1:1. LTG shall prepare the plans package from these files to include the sheets listed below.

- Key Sheet identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block, and plan sheet table of contents;
- Tabulation of Quantities Sheet(s) summarizing the FDOT Pay Items and quantities included in the lighting plans;
- General Note Sheet(s) containing lighting design and installation notes standard to the CITY;
- Pole Data Sheet(s) presenting the general legend description, wind speed, uniformity ratios, and a pole schedule;
- Project Layout Sheet(s) presenting the PROJECT layout in plan-view;
- Lighting Plan Sheet(s) presenting the PROJECT layout in plan-view, appropriate lighting design components, and labels pertaining to the construction of the lighting components;

Final Design Plan Preparation

LTG shall provide an electronic design plan package to the CLIENT for subsequent review and comment at 60%, and 100% review stages. Upon receipt of CITY review comments for each phase, LTG shall address each comment in writing and shall discuss the appropriate revisions to the plans with the CLIENT. Once the comments have been addressed, LTG shall submit to the CLIENT a revised plans package for review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed plan sets.

Meetings and Coordination Services

These services are to be provided as needed up to the total amount shown below. Should additional meetings and coordination be required, such requirement will be considered ADDITIONAL SERVICES and shall require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work. Included in the budget established for this subtask are the following items:

- LTG shall attend up to three (3) progress and review meetings. This includes one (1) design kick-off meeting with the CLIENT and design team members.
- LTG shall attend up to two (2) technical meetings, total, with the CITY and/or the power company.

Task 2 - ITS Design (Phase 1)

LTG shall prepare a signed and sealed set of ITS component plans for Phase 1 of the PROJECT suitable for construction. The plans shall be prepared to FDOT standards. The tasks involved in this process include design of the ITS components, submission of 60% design drawings for review, and finalization of 100% design plans including the incorporation of appropriate design review comments. It is understood that the final plans will be developed in English units using 11" x 17" plan size sheets at a scale of 1" = 100' or other as appropriate. Each of the design tasks is detailed below.

Matt Maggiore, P.E.
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Plans Preparation

The CLIENT shall provide LTG with topographic survey and all design files for the PROJECT depicting the proposed conditions, including above ground and below ground utilities within the PROJECT right-of-way. The survey and design files will be provided meeting FDOT standards in electronic format (MicroStation) at a scale of 1:1. LTG shall prepare the plans package from these files to include the sheets listed below.

- Key Sheet identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block, and plan sheet table of contents;
- Tabulation of Quantities Sheet(s) summarizing the FDOT Pay Items and quantities included in the ITS plans;
- General Note Sheet(s) containing design and installation notes standard to the CITY;
- Plan Sheets presenting the corridor layouts in plan view, appropriate ITS design components including FDOT Pay Item Numbers and notes pertaining to the design;
- Detail Sheet(s) presenting the corners of the intersection in plan view with the design components and notes at a scale of 1"=10' to address congested corners and/or utility conflicts; presenting any required controller cabinet details and/or wiring diagrams;
- Splice Diagram Sheet(s) presenting the FOC trunk splices to all applicable signal controller cabinet FOC drops;

Final Design Plan Preparation

LTG shall provide an electronic design plan package to the CLIENT for subsequent review and comment at 60%, and 100% review stages. Upon receipt of CITY review comments for each phase, LTG shall address each comment in writing and shall discuss the appropriate revisions to the plans with the CLIENT. Once the comments have been addressed, LTG shall submit to the CLIENT a revised plans package for review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed plan sets.

Meetings and Coordination Services

These services are to be provided as needed up to the total amount shown below. Should additional meetings and coordination be required, such requirement will be considered ADDITIONAL SERVICES and shall require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work. Included in the budget established for this subtask are the following items:

- LTG shall attend up to three (3) progress and review meetings. This includes one (1) design kick-off meeting with the CLIENT and design team members.
- LTG shall attend up to two (2) technical meetings, total, with the CITY and/or the power company.

Task 3 - Lighting Concept and Cost Estimate (Phases 2 & 3)

LTG shall prepare a conventional roadway lighting concept and conceptual LDAR at 30% design level with engineer's estimate for Phases 2 & 3 of the PROJECT. LTG will analyze up to five (5) typical roadway sections through AGi32's Roadway Optimizer for determination of the optimal conventional roadway luminaire configuration(s) in anticipation of full roadway build-out. The engineer's estimate of probable cost will be based on estimated quantities per the concept and utilize the FDOT Area 7 historical cost index and/or applicable FPL unit costs.

Matt Maggiore, P.E.
 June 13, 2023
 Page 4

Task 4 - ITS Concept and Cost Estimate (Phases 2 & 3)

LTG shall prepare an ITS concept at 30% design level with engineer's estimate of probable cost for Phases 2 & 3 of the PROJECT. LTG will determine the optimal fiber optic trunk location and infrastructure in anticipation of full roadway build-out. The engineer's estimate of probable cost will be based on estimated quantities per the concept and utilize the FDOT Area 7 historical cost index.

Task 5 - Electrical Analysis & Design Services (Optional)

If requested by the CITY, LTG shall provide the electrical analysis and design for the complete conventional roadway lighting design (Task 1). This shall include voltage drop calculations, overcurrent coordination analyses, short circuit calculations, and arc flash current calculations for up to two (2) service points. The resulting analyses and design shall be added to the LDAR and lighting plans amended to include single-line diagrams, electrical service point details, and all associated quantity additions.

Task 6 - Post Design Services (Optional)

LTG shall provide support to the CLIENT throughout the construction phase of the PROJECT for Task 1. Support shall be provided in accordance with the subtasks presented below. The Post Design Services are provided on as needed basis. Should additional services be required, such requirement will be considered ADDITIONAL SERVICES and would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work. This task assumes a construction duration of 12 months and includes the subtasks listed below.

Construction Phase Plans Modifications

Upon direction of the CLIENT and receipt of an approved request for revision, LTG shall discuss the appropriate revisions to the plans with the CLIENT. Once the revisions have been addressed, LTG shall submit to the CLIENT revised plans sheets or sketches, as necessary, for review and comment. Once these comments are received, LTG shall address those comments and shall provide the CLIENT signed and sealed revised plans sheets or sketches.

Review/Comment (response to RFI's)

LTG shall review and provide recommendations regarding field changes requested by the PROJECT contractor. The requests shall be reviewed in accordance with the governing contract provisions and plans. LTG shall provide a written response to each request from the CLIENT.

Site Inspections

LTG shall attend up to one (1) site inspection, one (1) substantial completion inspection, and one (1) final completion inspection during construction of the PROJECT. The site inspections will be attended at the direction of the CLIENT. During the site inspections, LTG shall review construction progress in accordance with the plans and shall make note of any deviations. After each inspection, a checklist will be provided to the CLIENT that summarizes construction progress and whether it is in accordance with the plans, deviates from the plans, and whether it is acceptable or unacceptable. The substantial completion inspection will include issuing a punch list of items to be completed for final completion, performing a Final Completion inspection, and reviewing the as-builts.

SCHEDULE

LTG shall initiate Tasks 1 & 2 work effort immediately upon receipt of a properly executed contract/agreement, survey, and the design files depicting the final proposed conditions (collectively known as the AUTHORIZATION). LTG shall develop 60% lighting analyses and plans in accordance with a mutually acceptable schedule that is developed at the time LTG is in receipt of AUTHORIZATION. Delays incurred due to roadway, drainage, etc. design revisions, permitting agencies or other circumstances out of the control of LTG will require schedule adjustments and additional compensation. LTG shall initiate Tasks 3 & 4 work effort immediately upon receipt of a properly executed contract/agreement and finalized conceptual design files/typical sections adequate for

Matt Maggiore, P.E.
 June 13, 2023
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conceptual lighting design (collectively known as the AUTHORIZATION). LTG shall initiate Tasks 5 (Electrical Analysis & Design Service) & 6 (Post Design Services) on an as-needed basis.

COMPENSATION

Task	Type	Fee/Budget
Task 1 – Lighting Analysis and Design (Phase 1)	Fixed	\$ 43,000.00
Task 2 – ITS Design (Phase 1)	Fixed	\$29,000.00
Task 3 – Lighting Concept and Cost Estimate (Phases 2 & 3)	Fixed	\$ 47,000.00
Task 4 – ITS Concept and Cost Estimate (Phases 2 & 3)	Fixed	\$34,900.00
Task 5 – Electrical Analysis & Design Services (Optional)	Fixed	\$ 14,000.00
Task 6 – Post Design Services (Optional)	*T&E NTE	\$ 12,000.00

* T&E NTE Budget = Time-and-Expenses (per Attachment A) Not-to-Exceed Budget

Should the T&E NTE budget be reached, LTG shall notify the CLIENT immediately to obtain a mutually acceptable budget adjustment, in writing, prior to proceeding with the task for which any T&E NTE budget is reached.

Any revisions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG’s Standard Hourly Rate Sheet (see **Attachment A**) as shall be mutually agreeable to LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement as identified in LTG’s Terms of Agreement (see **Attachment B**).

RESPONSIBILITIES OF THE CLIENT

In order for LTG to maintain the schedule and the quality of the work effort, the following will be required of the CLIENT:

- Delivery to LTG of a properly executed contract **PRIOR** to LTG initiating the identified services;
- Written approval by the CLIENT of any modifications to the SCOPE required of LTG;
- Timely payment of invoices as described in Attachment B;
- Advanced notice of meetings requiring LTG staff attendance, and;
- Delivery of all required topographic survey, design files, utilities (locations, coordination and relocations) necessary for design of the proposed improvements.

SERVICES NOT INCLUDED

The following services are not included in the SCOPE provided above and would be considered ADDITIONAL SERVICES if required by the CLIENT. Such additional work will require amendments to the SCOPE, SCHEDULE and COMPENSATION if required of LTG:

- Preparation of more than the proposed component plans packages as indicated;
- Modifications to the base survey conditions subsequent to LTG receiving authorization to proceed;
- Re-design and revisions due to roadway plan revisions, requested changes in design concept, layout, or scope;
- Design services outside of the PROJECT limits;
- Quantity calculations and plan tabulations, Pay Item summaries, and cost estimates;
- Surveying and mapping services, Subsurface Utility Explorations, and Geotechnical Explorations;
- Unless authorized, electrical design including voltage drop calculations, overcurrent coordination analyses, short circuit calculations, and arc flash current calculations;
- Unless authorizes, shop drawing reviews;



Matt Maggiore, P.E.
June 13, 2023
Page 6

- Permitting;
- Utility adjustment design;
- Aerial photography, construction staking, and as-built drawing preparation;
- Geotechnical engineering; and
- Subsurface utility exploration (SUE)

ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your agreement to the content and return the executed document in its entirety to me at amoisio@ltg-inc.us for final execution by LTG. LTG will then return a fully executed copy to you for your records. Please be advised that LTG will not begin work under this agreement without receipt of a properly executed contract and any specified retainer, and the information identified under Responsibilities of the CLIENT.

Sincerely,

LTG, INC.



Austin Moisio, P.E.
Project Engineer

Enclosures: Attachment A - Standard Hourly Billing Rates
Attachment B - Terms and Conditions of Agreement

As a condition of this Agreement, the CLIENT agrees to accept LTG's Standard Terms and Conditions of Agreement attached hereto as Attachment B and made a part of this Agreement. In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

LTG, INC.

ENGLAND-THIMS & MILLER, INC.

By: _____

By: _____

Name: Gil A. Ramirez, P.E.

Name: _____
(Please type or print)

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Standard Hourly Billing Rates
Effective February 1, 2023

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

ATTACHMENT B
Terms and Conditions of Agreement
Effective October 1, 2021
(Page 1 of 2)

This engagement of Lassiter Transportation Group, Inc. (LTG) by Client is under the following Terms and Conditions and is an integral part of the collective Agreement between the CLIENT AND LTG.

1. The Agreement is valid for 30 days from the date of the Proposal.
2. Payment to LTG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. LTG's current Standard Hourly Billing Rates (Attachment A) in effect at the time work is performed will be used to determine hourly charges.
4. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, any items required of the CLIENT, including any specified retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF N/A IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
5. Requests for additional services must be authorized in writing before additional work can begin. Any Compensation or Schedule adjustment required will be established at that time.
6. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1 ½ percent per month and LTG reserves the right to halt work in accordance with paragraph 9. Invoices will be rendered on an LTG standard form. Any special formats requested by the CLIENT will require additional compensation.
7. Prior to releasing to the CLIENT any final work product resulting from any phase, task, subtask or portion of the services provided under this Agreement, LTG may, at its sole discretion, require payment for services rendered through the completion of the said work product.
8. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due to services rendered under this Agreement, LTG shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement.
9. Invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to LTG within 45 days of the date of invoice, LTG may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until LTG has been paid in full all amounts due LTG and/or any of its Subconsultants and Subcontractors. Furthermore, CLIENT agrees that LTG shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
10. Professional Liability, General Liability, and Comprehensive Automobile Liability Certificates of Insurance will be furnished upon request. If the CLIENT requires insurance coverage of limits in excess of LTG's normal policies, and if it is available, CLIENT agrees to reimburse LTG for such additional expense.
11. The CLIENT and LTG shall at all times mutually indemnify and save harmless each other and their officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by, or alleged to have been sustained by, any person or entity, to the extent caused by the negligent acts, errors, or omissions of the other, the other's agents, employees or subcontractors in connection with the project.
12. For any damage on account of any error, omission or other professional negligence, LTG's liability will be limited to the fee received under this Agreement less third-party costs.

ATTACHMENT B
Terms and Conditions of Agreement
Effective October 1, 2021
(Page 2 of 2)

13. LTG shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of, and without the fault or negligence of LTG, including staffing shortage. LTG reserves the right to renegotiate fees under this Agreement if the CLIENT causes a delay of more than six (6) months in the performance of any element of the SCOPE.
14. All documents including Drawings and Specifications prepared by LTG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the CLIENT or others or extensions of the Project or on any other Project. Any reuse without written verification or adaptation by LTG for any other than the originally intended purpose will be at the CLIENT's sole risk and without liability or legal exposure to LTG, and the CLIENT shall indemnify and hold harmless LTG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation by LTG shall entitle LTG to additional compensation at rates to be agreed upon by LTG and the person or entity seeking to reuse said documents.
15. In entering into this Agreement, CLIENT has relied only upon the warranties or representations (a) set forth in the Agreement, or (b) implied by law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and LTG.
16. All Direct Expenses incurred under this Agreement, unless otherwise stated, are not included in the COMPENSATION and shall be subject to a n/a percent multiplier.
17. The laws of the State of Florida govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. Venue of any litigation based on this Agreement, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, statements or actions of any party with respect thereto shall be in Volusia County, Florida.
18. WAIVER OF JURY TRIAL: THE CLIENT hereby knowingly, voluntarily, and intentionally waives any right they may have to a trial by jury in respect to litigation based on this Agreement or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto or thereto. This provision is a material inducement for LTG accepting and/or entering into this Agreement.
19. No covenant or term of this Agreement in favor of LTG shall be waived except by the express written consent of LTG, whose forbearance or indulgence in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by the CLIENT. Nor shall the waiver of a specific breach of any condition of covenant hereunder, constitute a defense or excuse for a future breach of the same or any other condition of covenant. LTG's failure to exercise any right or option granted hereunder should not be deemed or construed as a waiver by LTG of such right or option. Until complete performance by CLIENT of said covenant, term or condition, LTG shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence.
20. LTG does not guarantee the approval of LTG's work by public agencies nor does LTG guarantee the approval of the CLIENT's development or improvements. LTG does warranty its work effort and agrees to correct deficiencies noted in its work caused by LTG in a timely manner and in accordance with the SCOPE OF WORK at no additional cost to the CLIENT.
21. Any work performed pursuant to this Agreement shall entitle LTG to all lien rights under Florida Statutes.
22. LTG or CLIENT may terminate services, in writing, under this Agreement at any time. Payment for work performed per this Agreement up to the termination time shall be due without regard to the termination.

Structural Engineering
Whitman, Requardt & Associates, LLP



June 12, 2023

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

Re: City of Palm Coast RFSQ-SWE-23-39: Engineering Services - Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

Mr. Maggiore:

Whitman, Requardt and Associates, LLP (WRA) is pleased to submit the enclosed Scope of Services and Fee Estimate to provide Structures design services for the Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway. Should you have any questions regarding the attached information, please do not hesitate to contact us. We appreciate the opportunity to assist with this project and we look forward to working with you.

Very truly yours,

Whitman, Requardt and Associates, LLP

A handwritten signature in blue ink, appearing to read 'Terry T. Hall, Jr.', is written over a faint blue line.

Terry T. Hall, Jr., P.E.
Associate

Enclosures:

- Attachment A – Scope of Services
- Attachment B – Estimate of Work Effort and Cost (Phase 1)
- Attachment C – Estimate of Work Effort and Cost (Phases 2 & 3)

cc: File

ATTACHMENT A SCOPE OF SERVICES

Engineering Services – Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

CONSULTANT: Whitman, Requardt and Associates, LLP

PURPOSE:

The CONSULTANT will perform preliminary and final structural design services for two new bridges over FEC Railroad on the proposed Matanzas Woods Parkway and Palm Coast Parkway Connector Roadway. The services will include final design of MSE retaining walls to support the approach embankment at each bridge location. In addition, the CONSULTANT will perform preliminary design of up to two reinforced concrete box culverts at cross drain locations along the proposed connector roadway, with final design of these structures to be completed in a future work effort. The CONSULTANT will perform final design of four mast arms and foundations at one signalized intersection.

WORK ACTIVITIES TO BE PERFORMED:

Phase 1 Structures Design

The CONSULTANT shall perform the following structural design activities for Phase 1 of the project described above:

- Perform preliminary design of the Matanzas Woods Parkway over FEC Railroad bridge based on the following assumptions:
 - 6-lane typical section with barrier separated flush sidewalks
 - Two-span configuration spanning the FEC Railroad right of way and the existing access road
 - Prestressed concrete beam superstructure
 - No crash walls required based on FDM minimum lateral offset criteria to existing tracks
- Prepare a Bridge Development Technical Memorandum documenting the preliminary design considerations.
- Perform final design and prepare final contract plans for the Matanzas Woods Parkway over FEC Railroad bridge, associated MSE walls at the bridge abutments, and four mast arms and foundations.
- Provide Structures Plans for review and comment at the following submittal phases:
 - 30% Structures Plans
 - 100% Structures Plans

Phase 2 & 3 Structures Design

The CONSULTANT shall perform the following structural design activities for Phases 2 & 3 of the project described above:

ATTACHMENT A SCOPE OF SERVICES

Engineering Services – Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway

- Perform preliminary design of the Palm Coast Parkway over FEC Railroad bridge based on the following assumptions:
 - 6-lane typical section with barrier separated flush sidewalks
 - Single-span configuration spanning the FEC Railroad right of way only
 - Prestressed concrete beam superstructure
- Prepare a Bridge Development Technical Memorandum documenting the preliminary design considerations.
- Perform final design and prepare final contract plans for the Palm Coast Parkway over FEC Railroad bridge and associated MSE walls at the bridge abutments.
- Perform preliminary design of up to two reinforced concrete box culverts at cross drain locations along the proposed connector roadway.
- Provide Structures Plans (excluding box culverts) for review and comment at the following submittal phases:
 - 30% Structures Plans
 - 100% Structures Plans

Meetings

The CONSULTANT shall participate in meetings as requested and authorized by the CLIENT.

Contract Management

The CONSULTANT requires effort to set up this task in its financial program; develop a specific work plan for this task; and prepare invoices and monthly progress reports.

STAFF EFFORT:

Refer to the attached “Estimate of Work Effort and Cost” for detailed information on the staff effort required for these tasks.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1
 County: Flagler
 FPN: N/A
 FAP No.: N/A

Consultant Name: Whitman Requardt & Associates, LLP
 Consultant No.: TBD
 Date: 6/12/2023
 Estimator: Terry Hall

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager \$220.00	Senior Engineer \$190.00	Engineer \$140.00	Engineering Intern \$110.00	CADD Technician \$100.00									SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	302	76	106	76	30	15	0	0	0	0	0	0	0	303	\$52,300	\$172.61	
10. Structures - Bridge Development Report	248	12	50	62	74	50	0	0	0	0	0	0	0	248	\$33,960	\$136.94	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	710	36	142	178	213	142	0	0	0	0	0	0	0	711	\$97,450	\$137.06	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	96	5	19	24	29	19	0	0	0	0	0	0	0	96	\$13,160	\$137.08	
18. Structures - Miscellaneous	54	3	11	14	16	11	0	0	0	0	0	0	0	55	\$7,570	\$137.64	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,410	132	328	354	362	237	0	0	0	0	0	0	0	1,413			
Total Staff Cost		\$29,040.00	\$62,320.00	\$49,560.00	\$39,820.00	\$23,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$204,440.00	\$144.69

Check = \$204,440.00

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$204,440.00
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:				\$204,440.00
Survey (Field)	0	4-person crew	\$ - / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$204,440.00
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$204,440.00

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
General Drawings							
9.1	Key Sheet and Index of Drawings	Sheet	1	8	1	8	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	1	16	1	16	
9.4	Miscellaneous Common Details	Sheet	1	4	1	4	Signature Sheet
9.5	Incorporate Report of Core Borings	Sheet	4	1	4	4	Assume (3 bridge borings + 4 wall borings)/2 borings per sheet = 4 sheets
9.6	Standard Plans- Bridges	LS	1	2		2	
9.7	Existing Bridge Plans	LS	0	0		0	N/A
9.8	Structures Quantities for EQ Report	Bridges	1	Calculated Hours 20		20	
		Walls	2				
		Box Culverts	0				
9.9	Cost Estimate	LS	1	8		8	1 bridge x 8 hrs.
9.10	Technical Special Provisions and Modified Special Provisions	LS	0	0		0	None anticipated.
Structures - Summary and Miscellaneous Tasks and Drawings					7	62	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Matanzas Woods Parkway over FEC Railroad	958	248			710					
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
17	Retaining Walls	96								96	
18	Miscellaneous Structures	54									54
Structures Technical Subtotal		1108	248	0	0	710	0	0	0	96	54
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	12	12	Assume 1 field review x 6 hrs. x 2 people = 12 hrs.					
9.12	Technical Meetings	LS	1	27	27	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	7%	82						
9.14	Independent Peer Review	LS	0	0	0	N/A					
9.15	Supervision	LS	%	5%	59						
Structures Nontechnical Subtotal					180						
9.16	Coordination	LS	1	60	60	16 hrs. Roadway; 4 hrs. Utilities; 16 hrs. Railroad; 4 hrs. Permits; 16 hrs. Geotechnical; 4 hrs. Specs					
9. Structures - Summary and Miscellaneous Tasks and Drawings					302						

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	3	3			0
90/100% Comment Review	EA	2	3	6			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	2	3	6	RR/FDOT Coordination		0
Subtotal Technical Meetings				15			0
Progress Meetings (if required by FDOT)	EA	4	3	12	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				27	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 9.12

Carries to Tab 3

Project Activity 10: BDR

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1

Bridge Identifier (Number or Name): Matanzas Woods Parkway over FEC Railroad

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirement							
10.1	Bridge Geometry	LS	1	16		16	Assume two span structure over FEC Railroad and Access Road. Design for ultimate 6-lane typical section w/ flush sidewalks. Assume single bridge w/ 16' median (40' median for 4-lane approach roadway). Tangent alignment, zero skew.
10.2	Ship Impact Data Collection	LS	0	0		0	N/A
10.3	Ship Impact Criteria	EA	0	0		0	N/A
Superstructure Alternatives							
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	N/A
10.5	Medium Span Concrete Bridge	EA ALT	1	16		16	Assume two span Florida-I Beam superstructure (non-symmetrical spans).
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	N/A
10.7	Structural Steel Bridge	EA ALT	0	0		0	N/A
Foundation & Substructure Alternatives							
10.8	Pier/Bent	EA Type	3	12		36	2 Pile End Bents x 6 hrs. each = 12 hrs. 1 Multi-column Pier x 24 hrs. Total = 36 hrs.
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	N/A
10.10	Deep Foundations	EA Foundation Evaluated	3	8		24	Pile loads for two end bents and one intermediate pier. 2 End Bents x 6 hrs. each = 12 hrs. 1 Pier x 12 hrs. = 12 hrs. Total = 24 hrs.
Movable Span							
10.11	Data Collection and Design Criteria	LS	0	0		0	N/A
10.12	Movable Span Geometrics and Clearances	LS	0	0		0	N/A
10.13	Deck System Evaluation	LS	0	0		0	N/A
10.14	Framing Plan Development	LS	0	0		0	N/A
10.15	Main Girder Preliminary Design	LS	0	0		0	N/A
10.16	Conceptual Span Balance/Counterweight	LS	0	0		0	N/A

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	0	0		0	N/A
10.18	Drive Power Calculations	LS	0	0		0	N/A
10.19	Drive System Development	LS	0	0		0	N/A
10.20	Power and Control Development	LS	0	0		0	N/A
10.21	Conceptual Pier Design	LS	0	0		0	N/A
10.22	Foundation Analysis (FL PIER)	LS	0	0		0	N/A
10.23	Tender Visibility Study	LS	0	0		0	N/A
Other BDR Issues							
10.24	Aesthetics	LS	1	2		2	
10.25	TTCP/Staged Construction Requirements	LS	0	0		0	N/A - New alignment
10.26	Constructibility Requirements	LS	1	16		16	Evaluate constructability and site access with consideration to railroad.
10.27	Load Rating for damaged/widened structures	EA Unit	0	0		0	
10.28	Quantity and Cost Estimates	EA ALT	1	20		20	
10.29	Quantity and Cost Estimates - Movable Span	LS	0	0		0	N/A
10.30	Wall Type Justification	LS	0	0		0	N/A
Report Preparation							
10.31	Exhibits	EA SHEET	5	18		90	Plan and Elevation, Typical Section, 2 x End Bent, Pier
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	N/A
10.33	Report Preparation	LS	1	24		24	Bridge Development Technical Memo
10.34	Report Preparation - Movable Span	LS	0	0		0	N/A
10.35	BDR Submittal Package	LS	1	4		4	
10. Structures - Bridge Development Report Total						248	
When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.							

Project Activity 13: Structures- Medium Span Concrete

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1

Bridge Identifier (Number or Name): Matanzas Woods Parkway over FEC Railroad

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	8		8	Tangent alignment, zero skew.
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	
13.3	General Plan and Elevation	Sheet	1	32	1	32	Update BDR Exhibit.
13.4	Construction Staging	Sheet	0	0	0	0	N/A - New alignment
13.5	Approach Slab Plan and Details	Sheet	1	20	1	20	Non-standard (sidewalks, traffic separator)
13.6	Miscellaneous Details	Sheet	2	8	2	16	Load Rating Summary Sheet, Temporary Bracing Data Tables
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	2	6		12	2 End Bents
13.8	Wingwall Design and Geometry	EA End Bent	2	16		32	Cantilever wing walls
13.9	End Bent Structural Design	EA Design	2	16		32	Two designs due to non-symmetrical spans
13.10	End Bent Plan and Elevation	Sheet	2	20	2	40	Assume separate sheets for each end bent due to non-symmetrical spans. Assume one sheet per end bent due to end bent symmetry.
13.11	End Bent Details	Sheet	2	20	2	40	End Bent section, wing wall details, pedestal details, construction joint details
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	N/A
13.13	Bent Stability Analysis	EA Design	0	0		0	N/A
13.14	Bent Structural Design	EA Design	0	0		0	N/A
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	N/A
13.16	Bent Details	Sheet	0	0	0	0	N/A
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	1	16		16	
13.18	Pier Stability Analysis	EA Design	0	0		0	N/A

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.19	Pier Structural Design	EA Design	1	80		80	Multi-column pier
13.20	Pier Plan and Elevation	Sheet	1	30	1	30	Assume one sheet due to pier symmetry.
13.21	Pier Details	Sheet	2	24	2	48	Cap & columns sections, pedestal details, elevation tables, foundation & pile cap details
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	1	16	1	16	
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	16		16	Two spans, additional longitudinal lines due to sidewalks and traffic separator.
13.24	Finish Grade Elevations	Sheet	3	12	3	36	Plan & cross section (1 sheet), tables (2 sheets)
13.25	Bridge Deck Design	EA Section	1	12		12	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	12		12	
13.27	Diaphragm Design	EA Section	0	0		0	N/A
13.28	Superstructure Plan	Sheet	1	16	1	16	
13.29	Superstructure Section	Sheet	1	16	1	16	
13.30	Miscellaneous Superstructure Details	Sheet	2	16	2	32	Section at End Bent/Pier, thickened end slab details, Expansion Joint Data Table, deck pouring sequence, SIP form details, deck constructon joint details, traffic separator details
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	2	10	2	20	1 App. Slab + 2 End Bents + 1 Pier + 1 Deck Slab = 5 Tables
Continuous Concrete Girder Design							
13.32	Section Properties	LS	0	0		0	N/A
13.33	Material Properties	LS	0	0		0	N/A
13.34	Construction Sequence	EA Unit	0	0		0	N/A
13.35	Tendon Layouts	EA Unit	0	0		0	N/A
13.36	Live Load Analysis	EA Unit	0	0		0	N/A
13.37	Temperature Gradient	EA Unit	0	0		0	N/A
13.38	Time Dependent Analysis	EA Unit	0	0		0	N/A
13.39	Stress Summary	EA Unit	0	0		0	N/A
13.40	Ultimate Moments	EA Unit	0	0		0	N/A
13.41	Ultimate Shear	EA Unit	0	0		0	N/A
13.42	Construction Loading	EA Unit	0	0		0	N/A

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.43	Framing Plan	Sheet	0	0	0	0	N/A
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	N/A
13.45	Girder Details	Sheet	0	0	0	0	N/A
13.46	Erection Sequence	Sheet	0	0	0	0	N/A
13.47	Splice Details	Sheet	0	0	0	0	N/A
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	N/A
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	4	8		32	2 Spans x (1 Interior + 1 Exterior Beam) = 4 Beams
13.50	Prestressed Beam Schedules	Sheet	1	12	1	12	
13.51	Framing Plan	Sheet	1	16	1	16	
Beam Stability							
13.52	Beam/girder stability	EA Unit	1	8		8	
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	2	4		8	Standard bearing pad type selection.
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
Load Rating							
13.55	Load Ratings	Per Beam	4	12		48	2 Spans x (1 Interior + 1 Exterior Beam) = 4 Beams Includes preparation of load rating summary Excel table and report
13. Structures - Medium Span Concrete Bridge Total					23	710	

Project Activity 17: Retaining Walls

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirements							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	2	4		8	2 permanent MSE walls, one at each bridge end bent. MSE walls oriented parallel to railroad R/W line.
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	2	10		20	Sloped walls at approach embankment.
17.4	Semi-Standard Drawings	Sheet	1	8	1	8	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	20	2	40	
17.6	Details	Sheet	1	20	1	20	Slope pavement, wingwall interface, drainage flume.
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
Cast-in-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Other Retaining Walls and Bulkheads							
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
17. Structures - Retaining Walls Total					4	96	

Project Activity 18: Miscellaneous Structures

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phase 1

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
Strain Poles							
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
Mast Arms							
18.9	Mast Arms	EA Design	4	12		48	
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	6	1	6	
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	
Overhead/Cantilever Sign Structures							
18.12	Cantilever Sign Structures	EA Design	0	0		0	
18.13	Overhead Span Sign Structures	EA Design	0	0		0	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	
High Mast Lighting							
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
Noise Barrier Walls (Ground Mount)							
18.21	Horizontal Wall Geometry	EA Wall	0	0		0	
18.22	Vertical Wall Geometry	EA Wall	0	0		0	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.24	Control Drawings	Sheet	0	0	0	0	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	0	0		0	
Special Structures							

Project Activity 18: Miscellaneous Structures

18.28	Fender System	LS	0	0		0	
18.29	Fender System Access	LS	0	0		0	
18.30	Special Structures	LS	0	0		0	
18.31	Other Structures	LS	0	0		0	
Ancillary Structures Report							
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.35	Ancillary Structures Report	LS	0	0		0	
18. Structures - Miscellaneous Total					1	54	

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3
 County: Flagler
 FPN: N/A
 FAP No.: N/A

Consultant Name: Whitman Requardt & Associates, LLP
 Consultant No.: TBD
 Date: 6/2/2023
 Estimator: Terry Hall

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager \$220.00	Senior Engineer \$190.00	Engineer \$140.00	Engineering Intern \$110.00	CADD Technician \$100.00								SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	275	69	96	69	28	14	0	0	0	0	0	0	276	\$47,560	\$172.32	
10. Structures - Bridge Development Report	174	9	35	44	52	35	0	0	0	0	0	0	175	\$24,010	\$137.20	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	592	30	118	148	178	118	0	0	0	0	0	0	592	\$81,120	\$137.03	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	96	5	19	24	29	19	0	0	0	0	0	0	96	\$13,160	\$137.08	
18. Structures - Miscellaneous	32	2	6	8	10	6	0	0	0	0	0	0	32	\$4,400	\$137.50	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,169	115	274	293	297	192	0	0	0	0	0	0	1,171			
Total Staff Cost		\$25,300.00	\$52,060.00	\$41,020.00	\$32,670.00	\$19,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$170,250.00	\$145.39

Check = \$170,250.00

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:				\$170,250.00
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
SUBTOTAL ESTIMATED FEE:				\$170,250.00
Survey (Field)	0	4-person crew	\$ - / day	\$0.00
Geotechnical Field and Lab Testing				\$0.00
SUBTOTAL ESTIMATED FEE:				\$170,250.00
Optional Services				\$0.00
GRAND TOTAL ESTIMATED FEE:				\$170,250.00

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
General Drawings							
9.1	Key Sheet and Index of Drawings	Sheet	1	8	1	8	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	1	16	1	16	
9.4	Miscellaneous Common Details	Sheet	1	4	1	4	Signature Sheet
9.5	Incorporate Report of Core Borings	Sheet	3	1	3	3	Assume (2 bridge borings + 4 wall borings)/2 borings per sheet = 3 sheets
9.6	Standard Plans- Bridges	LS	1	2		2	
9.7	Existing Bridge Plans	LS	0	0		0	N/A
9.8	Structures Quantities for EQ Report	Bridges	1	Calculated Hours 20		20	Preliminary design only for box culverts.
		Walls	2				
		Box Culverts	0				
9.9	Cost Estimate	LS	1	8		8	1 bridge x 8 hrs.
9.10	Technical Special Provisions and Modified Special Provisions	LS	0	0		0	None anticipated.
Structures - Summary and Miscellaneous Tasks and Drawings					6	61	

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Palm Coast Parkway over FEC Railroad	766	174			592					
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
10-16		0									
17	Retaining Walls	96								96	
18	Miscellaneous Structures	32									32
Structures Technical Subtotal		894	174	0	0	592	0	0	0	96	32
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments					
9.11	Field Reviews	LS	1	12	12	Assume 1 field review x 6 hrs. x 2 people = 12 hrs.					
9.12	Technical Meetings	LS	1	27	27	Meetings are listed below					
9.13	Quality Assurance/Quality Control	LS	%	7%	67						
9.14	Independent Peer Review	LS	0	0	0	N/A					
9.15	Supervision	LS	%	5%	48						
Structures Nontechnical Subtotal					154						
9.16	Coordination	LS	1	60	60	16 hrs. Roadway; 4 hrs. Utilities; 16 hrs. Railroad; 4 hrs. Permits; 16 hrs. Geotechnical; 4 hrs. Specs					
9. Structures - Summary and Miscellaneous Tasks and Drawings					275						

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	3	3			0
90/100% Comment Review	EA	2	3	6			0
Aesthetics Coordination	EA	0	0	0			0
Regulatory Agency	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0
Utility Companies	EA	0	0	0			0
Other Meetings	EA	2	3	6	RR/FDOT Coordination		0
Subtotal Technical Meetings				15			0
Progress Meetings (if required by FDOT)	EA	4	3	12	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>		--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>		--
Total Meetings				27	Total Project Manager Meetings (carries to Tab 3)		0

Carries to 9.12

Carries to Tab 3

Project Activity 10: BDR

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3

Bridge Identifier (Number or Name): Palm Coast Parkway over FEC Railroad

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirement							
10.1	Bridge Geometry	LS	1	24		24	Assume single span structure over FEC Railroad right of way. Design for ultimate 6-lane typical section w/ flush sidewalks. Assume single bridge w/ 16' median (40' median for 4-lane approach roadway). Curved alignment, skewed bents.
10.2	Ship Impact Data Collection	LS	0	0		0	N/A
10.3	Ship Impact Criteria	EA	0	0		0	N/A
Superstructure Alternatives							
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	N/A
10.5	Medium Span Concrete Bridge	EA ALT	1	12		12	Assume single span Florida-I Beam superstructure.
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	N/A
10.7	Structural Steel Bridge	EA ALT	0	0		0	N/A
Foundation & Substructure Alternatives							
10.8	Pier/Bent	EA Type	2	8		16	2 Pile End Bents x 8 hrs. each = 16 hrs.
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	N/A
10.10	Deep Foundations	EA Foundation Evaluated	1	6		6	2 End Bents x 6 hrs. each = 12 hrs. Similar pile loads at each bent.
Movable Span							
10.11	Data Collection and Design Criteria	LS	0	0		0	N/A
10.12	Movable Span Geometrics and Clearances	LS	0	0		0	N/A
10.13	Deck System Evaluation	LS	0	0		0	N/A
10.14	Framing Plan Development	LS	0	0		0	N/A
10.15	Main Girder Preliminary Design	LS	0	0		0	N/A
10.16	Conceptual Span Balance/Counterweight	LS	0	0		0	N/A

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	0	0		0	N/A
10.18	Drive Power Calculations	LS	0	0		0	N/A
10.19	Drive System Development	LS	0	0		0	N/A
10.20	Power and Control Development	LS	0	0		0	N/A
10.21	Conceptual Pier Design	LS	0	0		0	N/A
10.22	Foundation Analysis (FL PIER)	LS	0	0		0	N/A
10.23	Tender Visibility Study	LS	0	0		0	N/A
Other BDR Issues							
10.24	Aesthetics	LS	1	2		2	
10.25	TTCP/Staged Construction Requirements	LS	0	0		0	N/A - New alignment
10.26	Constructibility Requirements	LS	1	16		16	Evaluate constructability and site access with consideration to railroad.
10.27	Load Rating for damaged/widened structures	EA Unit	0	0		0	
10.28	Quantity and Cost Estimates	EA ALT	1	16		16	
10.29	Quantity and Cost Estimates - Movable Span	LS	0	0		0	N/A
10.30	Wall Type Justification	LS	0	0		0	N/A
Report Preparation							
10.31	Exhibits	EA SHEET	3	18		54	Plan and Elevation, Typical Section, End Bent
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	N/A
10.33	Report Preparation	LS	1	24		24	Bridge Development Technical Memo
10.34	Report Preparation - Movable Span	LS	0	0		0	N/A
10.35	BDR Submittal Package	LS	1	4		4	
10. Structures - Bridge Development Report Total						174	
When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.							

Project Activity 13: Structures- Medium Span Concrete

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3

Bridge Identifier (Number or Name): Palm Coast Parkway over FEC Railroad

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	16		16	Curved alignment, skewed bents.
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	
13.3	General Plan and Elevation	Sheet	1	32	1	32	Update BDR Exhibit.
13.4	Construction Staging	Sheet	0	0	0	0	N/A - New alignment
13.5	Approach Slab Plan and Details	Sheet	1	20	1	20	Non-standard (sidewalks, traffic separator)
13.6	Miscellaneous Details	Sheet	2	8	2	16	Load Rating Summary Sheet, Temporary Bracing Data Tables
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	2	10		20	2 End Bents
13.8	Wingwall Design and Geometry	EA End Bent	2	16		32	Cantilever wing walls
13.9	End Bent Structural Design	EA Design	2	16		32	Two designs due to variable skew.
13.10	End Bent Plan and Elevation	Sheet	4	24	4	96	Assume separate sheets for each end bent due to variable skew. Two sheets per end bent due to length and lack of symmetry.
13.11	End Bent Details	Sheet	2	20	2	40	End Bent section, wing wall details, pedestal details, construction joint details
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	N/A
13.13	Bent Stability Analysis	EA Design	0	0		0	N/A
13.14	Bent Structural Design	EA Design	0	0		0	N/A
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	N/A
13.16	Bent Details	Sheet	0	0	0	0	N/A
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	N/A
13.18	Pier Stability Analysis	EA Design	0	0		0	N/A

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.19	Pier Structural Design	EA Design	0	0		0	N/A
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	N/A
13.21	Pier Details	Sheet	0	0	0	0	N/A
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	1	20	1	20	
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	24		24	Skewed, additional longitudinal lines due to sidewalks and traffic separator.
13.24	Finish Grade Elevations	Sheet	2	12	2	24	Plan & cross section (1 sheet), tables (1 sheet)
13.25	Bridge Deck Design	EA Section	1	16		16	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	16		16	
13.27	Diaphragm Design	EA Section	0	0		0	N/A
13.28	Superstructure Plan	Sheet	1	24	1	24	
13.29	Superstructure Section	Sheet	1	20	1	20	
13.30	Miscellaneous Superstructure Details	Sheet	2	16	2	32	Section at End Bent, thickened end slab details, Expansion Joint Data Table, SIP form details, traffic separator details
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	2	10	2	20	2 App. Slab + 2 End Bents + 1 Deck Slab = 5 Tables
Continuous Concrete Girder Design							
13.32	Section Properties	LS	0	0		0	N/A
13.33	Material Properties	LS	0	0		0	N/A
13.34	Construction Sequence	EA Unit	0	0		0	N/A
13.35	Tendon Layouts	EA Unit	0	0		0	N/A
13.36	Live Load Analysis	EA Unit	0	0		0	N/A
13.37	Temperature Gradient	EA Unit	0	0		0	N/A
13.38	Time Dependent Analysis	EA Unit	0	0		0	N/A
13.39	Stress Summary	EA Unit	0	0		0	N/A
13.40	Ultimate Moments	EA Unit	0	0		0	N/A
13.41	Ultimate Shear	EA Unit	0	0		0	N/A
13.42	Construction Loading	EA Unit	0	0		0	N/A

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.43	Framing Plan	Sheet	0	0	0	0	N/A
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	N/A
13.45	Girder Details	Sheet	0	0	0	0	N/A
13.46	Erection Sequence	Sheet	0	0	0	0	N/A
13.47	Splice Details	Sheet	0	0	0	0	N/A
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	N/A
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	2	10		20	1 Span x (1 Interior + 1 Exterior Beam) = 2 Beams
13.50	Prestressed Beam Schedules	Sheet	1	12	1	12	
13.51	Framing Plan	Sheet	1	20	1	20	
Beam Stability							
13.52	Beam/girder stability	EA Unit	1	8		8	
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	1	4		4	Standard bearing pad type selection.
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
Load Rating							
13.55	Load Ratings	Per Beam	2	12		24	1 Span x (1 Interior + 1 Exterior Beam) = 2 Beams Includes preparation of load rating summary Excel table and report
13. Structures - Medium Span Concrete Bridge Total					21	592	

Project Activity 17: Retaining Walls

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirements							
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	2	4		8	2 permanent MSE walls, one at each bridge end bent. MSE walls oriented parallel to railroad R/W line.
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	2	10		20	Sloped walls at approach embankment.
17.4	Semi-Standard Drawings	Sheet	1	8	1	8	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	20	2	40	
17.6	Details	Sheet	1	20	1	20	Slope pavement, wingwall interface, drainage flume.
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
Cast-in-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Other Retaining Walls and Bulkheads							
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
17. Structures - Retaining Walls Total					4	96	

Project Activity 18: Miscellaneous Structures

Estimator: Terry Hall

Matanzas Woods Parkway & Palm Coast Parkway Connector Roadway Phases 2 & 3

N/A

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Concrete Box Culvert							
18.1	Concrete Box Culverts	EA	2	16		32	Assume two concrete box culverts required. Preliminary design only for sizing and cost estimate.
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
Strain Poles							
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
Mast Arms							
18.9	Mast Arms	EA Design	0	0		0	
18.10	Mast Arms Data Table Plan Sheets	Sheet	0	0	0	0	
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	
Overhead/Cantilever Sign Structures							
18.12	Cantilever Sign Structures	EA Design	0	0		0	
18.13	Overhead Span Sign Structures	EA Design	0	0		0	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	0	0	0	0	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	
High Mast Lighting							
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
Noise Barrier Walls (Ground Mount)							
18.21	Horizontal Wall Geometry	EA Wall	0	0		0	
18.22	Vertical Wall Geometry	EA Wall	0	0		0	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.24	Control Drawings	Sheet	0	0	0	0	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	0	0		0	
Special Structures							

Project Activity 18: Miscellaneous Structures

18.28	Fender System	LS	0	0		0	
18.29	Fender System Access	LS	0	0		0	
18.30	Special Structures	LS	0	0		0	
18.31	Other Structures	LS	0	0		0	
Ancillary Structures Report							
18.32	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.33	Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available)	EA structure	0	0	0	0	
18.34	Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles	EA structure	0	0	0	0	
18.35	Ancillary Structures Report	LS	0	0		0	
18. Structures - Miscellaneous Total					0	32	

Right-of-Way CBRE



225 Water Street
Suite 225
Jacksonville, FL 32202
+1 904 634 1200 Tel

Nick Chop, MAI, R/W-AC
Director of Right of Way
CBRE, Inc. | Valuation and Advisory Services

June 3, 2023

Mr. Chase Wilkinson, P.E.
Senior Transportation Engineer / Project Manager
England-Thims & Miller, Inc.
14785 Old St. Augustine Road
Jacksonville, FL 32258
Phone: (904) 265-3223
Email: WilkinsonC@etminc.com

RE: Quote for Appraisal Services
City of Palm Coast – Matanzas Woods Parkway

Dear Mr. Wilkinson:

We are pleased to present the proposal for Real Estate Appraisal Services for the Matanzas Woods Parkway Project located in Palm Coast. Per our conversations, we have not been provided with certainty what the impacts are to specific parcels for the proposed acquisitions. Without reviewing completed right-of-way maps and construction plans, I will assume that no building improvement or significant site improvement is impacted on any property to be valued. This proposal considers a reasonable Notice to Proceed (within 6 months). A delivery will be established at the notice to proceed. We reserve the right to re-visit this proposal if the notice to proceed is greater than 6 months from this proposal.

On the following page provides an exhibit indicating the proposed new right-of-way alignment. It begins to the north as an extension of Matanzas Woods Parkway and traverses to the west, south then east to connect near or at Palm Coast Parkway. The majority of proposed road frontage is within lands owned by Rayonier. This ownership will be abbreviated and valued as timberland and/or AG/Recreational. No consideration will be made for bifurcated internal roads or impacts to any site improvements. Continuing to the south then to the east; the proposed right-of-way alignment crosses over an FEC Railroad corridor. I have been instructed that no appraisal services are needed for the FEC ownership and an agreement will be made. Between the FEC ownership and U.S. Highway 1 are multiple parcel ownerships that may be impacted.

Proposed Appraisal Fees:

\$30,000 - Rayonier Lands (assume this is under one report cover and use)

\$15,000 per parcel – ‘Similar Parcels’ are between the FEC Railroad and U.S. Highway 301 (these may require multiple sale data sets, i.e. industrial, commercial &/or wetland/conservation). Note, if at a later time the FEC Railroad parcel needs to be valued, the fee would be the same as the ‘Similar Parcels’

Assumptions: The Client will provide all right-of-way maps indicating location of impacts; areas; breakout of upland and wetland areas within the parent tracts, proposed part takings and remainder areas; construction plans &/or full descriptions of grades, driveways, potential impacts from the newly designed road.

Mr. Wilkinson, P.E.
City of Palm Coast – Matanzas Woods Parkway
Page 2



Summary of Areas to be Appraised:



We appreciate the opportunity to work with ETM.

Sincerely,

Nick Chop, MAI, R/W-AC
Cert Gen RZ 2660

Nick Chop, MAI, R/W-AC

Director, South Region, Right-of-Way Practice Leader



T + 1 904 634 1200
nick.chop@cbre.com

225 Water Street, Suite 110
Jacksonville, FL 32202

Clients Represented

- Atkins
- City of Jacksonville
- Duke Energy
- FDEP
- FDOT (Florida)
- Florida's Turnpike
- HDR
- HNTB
- Independence Acquisition
- Jacksonville Aviation Authority
- Jacksonville Electric Authority
- Jacksonville Transportation Authority
- Manatee County
- Miami-Dade County
- NCDOT (North Carolina)
- Okefenoke Electric
- Orange County
- Orlando Utilities Commission
- Pasco County
- Polk County
- St. Johns County
- TxDOT (Texas)

— Experience —

Nick Chop, MAI, R/W-AC is CBRE's Right-of-Way Practice Leader for the South Region and has over 29 years of real estate appraisal, appraisal review, cost estimating and consulting experience. A majority of Mr. Chop's career has centered around litigation support, primarily in the area of eminent domain valuation. Mr. Chop has been qualified as an expert witness in several courts. Mr. Chop is an approved appraiser for FDOT (Florida), NCDOT (North Carolina), TxDOT (Texas) and TDOT (Tennessee).

Mr. Chop has performed real estate valuations and reviews of fee simple, easement, leased fee and leasehold interests of existing and proposed developments including land, retail, restaurant, hotel, self-storage, office, industrial, medical buildings, mixed use-developments, single-family subdivisions, apartment projects, automotive dealership and service facilities. Mr. Chop regularly contributes to the Appraisal Institute and the International Right of Way Association. He is the past President of his local Appraisal Institute Chapter and a current board member.

Mr. Chop has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing corridors, roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- FDOT, District Seven - # 4475363 US 301 Hernando County
- NCDOT - U-5753 - Lindsay Road - Wayside Road, Raeford, Hoke County
- FDOT, District Five - #435859-4 SR 50 E. of CR 757 to Lake County Line
- NCDOT - U-4758 - Johnson St. - Sandy Ridge Rd., High Point, Guilford County
- NCDOT - P-5717 - Cornwallis Rd., Durham, Durham County
- 250+ Parcel 230-kV Transmission Line Project in Central Florida
- FDOT, District Four - #4369631 I-95 and 6th Ave., Palm Beach County
- FDOT, District Two - #4322592 Interstate-95, Duval County
- NCDOT, 13 Cost Estimates in 11 Counties representing over 2,000 parcels
- FDOT, District One - #4258432 S.R. 951, Collier County
- FDOT, District Seven - #2578623 Sam Allen Rd., Hillsborough County
- Manatee County - Moccasin Wallow Road, 95 Duval County
- JEA, Racetrack Road, St. Johns County
- Polk County, #5400114 Johnson Road, Polk County
- City of Jacksonville, The Landing Litigation
- City of Jacksonville, Jacksonville Power Plant Litigation
- Orlando Utilities Commission, Holden Avenue

Mr. Chop has consulted on and appraised property for litigation, specifically eminent domain proceedings and various valuation litigation purposes. Mr. Chop has testified as an expert witness in counties throughout Florida.

Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI), Past Chapter President
- International Right of Way Association, Designated Member (R/W-AC)
- Certified General Real Estate Appraiser - Alabama (G01476), Florida (RZ2660), Georgia (351619), Maryland (33958), Mississippi (GA-1354), North Carolina (A8408), South Carolina (063020) Tennessee (5693), Texas (1380190)

Education

- Florida State University, B.S. Real Estate and Finance

**RESOLUTION 2023-59
MATANZAS WOODS TO PALM COAST PARKWAY CONNECTOR ROADWAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE WESTERN EXTENSION OF THE WEST MATANZAS WOODS PARKWAY TO PALM COAST PARKWAY CONNECTOR ROADWAY; PROVIDING AUTHORIZATION TO EXECUTE; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, England, Thims & Miller, Inc., desires to provide engineering services for the West Matanzas Woods Parkway to Palm Coast Parkway connector roadway for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the above-mentioned services for the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order with England, Thims & Miller, Inc., for engineering services for the Matanzas Woods Parkway to Palm Coast Parkway connector roadway as attached hereto and incorporated herein by references as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments to the Master Services Agreement in accordance with the limits as set forth in Chapter 2, Division 3 Purchases and Contractual Services relating to the purchase approved by this Resolution.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of June 2023.

ATTEST:



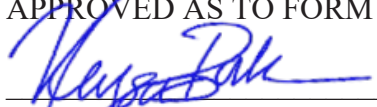
KALEY COOK, DEPUTY CITY CLERK

CITY OF PALM COAST



DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:



NEYSA BORKERT, CITY ATTORNEY



Attachments: Exhibit A – England, Thims & Miller Work Order Proposal

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that ENGLAND-THUMS & MILLER, INC. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of ENGLAND-THUMS & MILLER'S [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: MATTHEW S. MAGGIORE
Title: EXECUTIVE VICE PRESIDENT
Date: 6-15-2026

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of June, 2026 by Matthew S. Maggiore [name of officer or agent, title of officer or agent] of England Thums & Miller [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]

[Signature]
Notary Public



Name typed, printed or stamped

My Commission Expires: _____



Company ID Number: 571783

Client Company ID Number: 1574963

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



Company ID Number: 571783

Client Company ID Number: 1574963

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



Company ID Number: 571783

Client Company ID Number: 1574963

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/ USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent.
(Employer) hereby designates and appoint
(E-Verify Employer Agent) including its officers and employees,
as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU
between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 571783

Client Company ID Number: 1574963

Approved by:

Employer England Thims & Miller Inc	
Name (Please Type or Print) Jessica Walter	Title
Signature Electronically Signed	Date 08/07/2020
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Jessica Walter	Title
Signature Electronically Signed	Date 08/07/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/01/2020



Company ID Number: 571783

Client Company ID Number: 1574963

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	England Thims & Miller Inc
Company Facility Address	14775 Old St Augustine Road Jacksonville, FL 32258
Company Alternate Address	14775 Old St Augustine Road Jacksonville, FL 32258
County or Parish	DUVAL
Employer Identification Number	591773930
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

7



Company ID Number: 571783

Client Company ID Number: 1574963

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jeff Krueger
Phone Number 9042653159
Fax
Email kruegerj@etminc.com

Name Destiny Marriott
Phone Number 9043766302
Fax
Email marriottd@etminc.com



Company ID Number: 571783

Client Company ID Number: 1574963

This list represents the first 20 Program Administrators listed for this company.



Company ID Number:571783

Client Company ID Number:1574963

Employer	
England Thims & Miller Inc	
Name (Please Type or Print)	Title
Jeff Krueger	
Signature	Date
Electronically Signed	September 01, 2020
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print)	Title
Jessica Walter	
Signature	Date
Electronically Signed	September 01, 2020
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	September 01, 2020

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of ENGLAND-THOMAS & MILLER, INC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: June 15, 2026

Signed: [Signature]

Entity: England, Thomas & Miller, Inc.

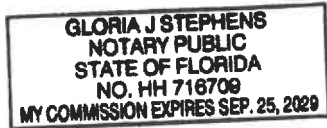
Name: MATTHEW S. MAGGIORE

Title: EXECUTIVE VICE PRESIDENT

Sworn to (or affirmed) and subscribed before me this 15 day of June, ²⁰²⁶2024, by Matthew S. Maggiore

Notary Signature

[Signature]
PRINT, TYPE OR STAMP NAME OF NOTARY



Personally known
OR Produced Identification _____
Type of Identification Produced _____

Certificate Of Completion

Envelope Id: FAFBC12B-BA0D-8454-8218-9A6453ABFEAF

Status: Completed

Subject: England-Thims & Miller - RENEWAL of Agreement for Engineering Services - Matanzas Woods Parkway

Source Envelope:

Document Pages: 257

Signatures: 7

Envelope Originator:

Certificate Pages: 6

Initials: 0

Nathalie Garcia

AutoNav: Enabled

160 Lake Avenue

Envelopeld Stamping: Enabled

Palm Coast, FL 32164

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

NGarcia@palmcoastgov.com

IP Address: 204.145.118.4

Record Tracking

Status: Original

Holder: Nathalie Garcia

Location: DocuSign

6/3/2026 11:29:17 AM

NGarcia@palmcoastgov.com

Signer Events

Signature

Timestamp

Matthew S. Maggiore, PE

MaggioreM@etminc.com

Executive Vice President

England-Thims & Miller, Inc.

Security Level: Email, Account Authentication
(None)

Signed by:


Matthew S. Maggiore, PE

D580C1F7846E41C...

Signature Adoption: Pre-selected Style

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Viewed: 6/15/2026 7:57:46 AM

Signed: 6/15/2026 11:16:59 AM

Electronic Record and Signature Disclosure:

Accepted: 6/15/2026 7:57:46 AM

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Marcus Duffy

cityattorney@palmcoastgov.com

Security Level: Email, Account Authentication
(None)

Signed by:


Marcus Duffy

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Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

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Electronic Record and Signature Disclosure:

Accepted: 6/16/2026 10:15:54 AM

ID: c48a2e92-c633-4620-a155-f86b10d90ff1

Helena Alves

Halves@palmcoastgov.com

Financial Services Director

Security Level: Email, Account Authentication
(None)

Signed by:


Helena Alves

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Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

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Signed: 6/16/2026 10:08:38 AM

Electronic Record and Signature Disclosure:

Accepted: 6/16/2026 10:06:38 AM

ID: 789502de-8254-40b7-8606-42b54947bb51

Carl Cote

ccote@palmcoastgov.com

Director of Stormwater & Engineering

Security Level: Email, Account Authentication
(None)

DocuSigned by:


Carl Cote

D9149C6987AB49F...

Signature Adoption: Pre-selected Style

Using IP Address: 204.145.118.4

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Viewed: 6/15/2026 12:50:49 PM

Signed: 6/15/2026 12:50:55 PM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Mike McGlothlin MMcGlothlin@palmcoastgov.com City Manager City of Palm Coast Security Level: Email, Account Authentication (None)	Signed by:  D7DF1A254975438... Signature Adoption: Pre-selected Style Using IP Address: 204.145.118.4	Sent: 6/16/2026 10:25:19 AM Viewed: 6/16/2026 10:25:48 AM Signed: 6/16/2026 10:25:57 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vineesh Crawford VCrawford@palmcoastgov.com Traffic Engineer I Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 6/16/2026 10:26:04 AM Viewed: 6/16/2026 10:26:42 AM
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/16/2026 10:25:57 AM
Completed	Security Checked	6/16/2026 10:26:04 AM

Payment Events	Status	Timestamps
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CONSUMER DISCLOSURE

From time to time, City of Palm Coast (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Palm Coast:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rconceicao@palmcoastgov.com

To advise City of Palm Coast of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at rconceicao@palmcoastgov.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Palm Coast

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Coast

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rconceicao@palmcoastgov.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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