

Putnam County Board of County Commissioners

RFQ No.: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements

ADDENDUM NO 2

To The
AGREEMENT FOR CONSULTING SERVICES
Between
PUTNAM COUNTY
And The Firm of
Five Points Design Group, Inc.
10135 Gate Parkway North #807
Jacksonville, Florida 32246
Dated: August 23, 2022

This is an addendum to the Agreement for Consulting Services between the County of Putnam (COUNTY) and the consulting firm of Five Points Design Group, Inc. (CONSULTANT) dated March 10, 2020, and made a part thereof. The purpose of this Addendum is to specify the required services of the CONSULTANT to perform 100% Coverage Gopher Tortoise Survey, FWC Gopher Tortoise Permit Resubmittal, Gopher Tortoise Transfer, and USACOE Permit Resubmittal.

All terms and conditions of the above-referenced Agreement remain in full force and effect.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

Article I – Services

The CONSULTANT'S responsibility under this addendum to the Agreement is to provide Gopher Tortoise Survey and Gopher Tortoise Removal Services.

Services of the CONSULTANT shall be under the general direction of the County Public Works Director, who shall act as the County's representative during the performance of this Agreement.

PROJECT DESCRIPTION: Gopher Tortoise Survey and Gopher Tortoise Removal services.

I. PURPOSE

The purpose of this Addendum is to specify the required Gopher Tortoise Survey and Gopher Tortoise Relocation services of the Consultant to perform Permitting services for St. Johns Avenue Drainage Improvements project.

II. CONSULTANT SERVICES

- A. 100%-Coverage Gopher Tortoise Survey (Pond Site and Segments 1, 2, and 3) - FWC requires that to plan for potential future permitting for relocation of tortoises, a 100%-coverage survey comprising all of the potentially occupied habitats that could be adversely affected by a project must be conducted by a Florida-authorized Gopher Tortoise Agent (GTAA) not more than 90 days prior to any land disturbing activities. If more than 90 days elapse prior to start of construction, FWC will request a new 100% survey be submitted to the agency. The CONSULTANT shall survey suitable habitats within the 6-acre pond site as well as the

Putnam County Board of County Commissioners

RFQ No.: 20-05

RFQ Name: Professional Services for Engineering Design of St. Johns Ave Drainage Improvements right-of-way corridor for Segments 1, 2, and 3 and produce a map of potentially occupied burrows, in accordance with the 100% - Coverage Gopher Tortoise Survey required for relocation of tortoises.

- B. Gopher Tortoise Removal Permitting (Pond Site and Segments 1, 2, and 3) - The CONSULTANT'S environmental specialist will prepare and submit an application to the Florida Fish and Wildlife Conservation Commission (FWC) for a Gopher Tortoise Conservation Permit for the removal of up to twelve (12) gopher tortoises. The CONSUL TANT'S environmental specialist will seek to procure a reservation letter from an appropriate recipient site, a required part of the permit application process. Written local governmental project approval is required by FWC prior to the relocation of tortoises and shall be the responsibility of the COUNTY. This written local government approval can be in the form of a development order, clearing permit, or environmental resource permit. The COUNTY will be responsible for the application fee to FWC and the COUNTY will be responsible for

- C. Gopher Tortoise Removal (Pond Site and Segments 1, 2, and 3) - The CONSULTANT shall coordinate the excavation and relocation of gopher tortoises, based on a 100% survey that according to FWC rules, must be no more than 90-days-old. CONSULTANT shall coordinate the transportation to the approved recipient site or recipient site agent, if requested. If the recipient site does not provide the required tortoise data, the CONSULTANT shall weigh, measure and mark tortoises per FWC guidelines. The scope and fee shall include up to a total of twelve (12) burrows requiring relocation. Should the number of burrows exceed this, a scope amendment will be required.

- D. Regulatory Permit: CWA Section 404 (Pond Site and Segments 1 & 2) – The CONSULTANT will submit a request to re-certify the formerly acquired Nationwide Permit issued by ESACE. This entails submittal of project history data since issuance of the permit and federal FORM ENG 4345. The submittal will be supported by exhibits (location, land use, soils, wetlands, and T&E), and wetland impact drawings. This task includes correspondence with USACE. This task does not include application for a new permit from either USACE or FDEP.

The COUNTY will pay all FWC permit application fees and recipient site fees required for the above described services.

III. DOCUMENTATION PRIORITY

In the event of a conflict between this Agreement and the attached CONSULTANT'S fee proposal, the fee proposal shall govern. The fee proposal, along with all subconsultants' scopes as outlined in their fee proposals, shall be considered a part of this contract.

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Article 2 – Schedule

Within ten (10) days after receiving the Notice to Proceed, the CONSULTANT shall provide a schedule and an anticipated payment schedule. The CONSULTANT shall commence services as delineated in the Notice to Proceed and complete all services within the time frame specified therein.

Article 3 – Payments to Contractor

- A. The COUNTY shall pay to the CONSULTANT for services satisfactorily performed **THIRTY SEVEN THOUSAND FIVE HUNDRED FORTY SEVEN DOLLARS AND FIFTEEN CENTS (\$37,547.15)**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONSULTANT will bill the County monthly.
- B. The invoices received from the CONSULTANT pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number if any) and specify the work performed.
- C. In order for both parties herein to close their books and records, the CONSULTANT will clearly state “final invoice” on the CONSULTANT’S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and all other further charges if not properly included on this final invoice shall be waived by the CONSULTANT.
- D. CONSULTANT acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this addendum on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand as of the day and year set out below.

ATTEST:
MATT REYNOLDS, CLERK



BY: *Matt Reynolds*
CLERK

PUTNAM COUNTY BOARD OF COUNTY:
COMMISSIONERS

BY: *Robert W. Pickens, Jr.*
ROBERT W. PICKENS, JR.
CHAIRMAN

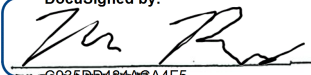
Putnam County Board of County Commisloners

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WITNESS:

CONSULTANT:

DocuSigned by:

SIGNATURE


Five Points Design Group, Inc.
COMPANY NAME

Michael Rodriguez
PRINTED NAME

Nancy Debs
REPRESENTATIVE PRINTED NAME

9/9/2022
DATE

President
REPRESENTATIVE TITLE

DocuSigned by:

SIGNATURE

Approved As To Form
And Legal Sufficiency

9/9/2022
DATE

BY: 
County Attorney

DATE: _____

FIVE POINTS DESIGN GROUP, INC.
ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS ADDITIONAL SERVICES FOR GOPHER TORTOISES AND
ENVIRONMENTAL PERMITS - FEE ESTIMATE
AUGUST 17, 2022

**Additional Environmental Services (Updated 100% Coverage Gopher Tortoise Survey,
FWC Gopher Tortoise Permit Resubmittal, Gopher Tortoise Transfer, USACOE Permit Resubmittal**

Five Points Design Group Coordination for Above Service \$10,628.15

Five Points Design Group Subtotal \$10,628.15

Road Design Support (Hanson)	
Surveying (Geomatics)	\$0.00
Geotechnical (Meskel)	\$0.00
Environmental (JMT)	\$26,919.00
Structural (CSI)	\$0.00

GOPHER TORTOISE RELOCATION TOTAL \$37,547.15

***GRAND TOTAL* \$37,547.15**

FIVE POINTS DESIGN GROUP, INC.
 ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS ADDITIONAL SERVICES FOR GOPHER TORTOISES AND ENVIRONMENTAL PERMITS - FEE ESTIMATE
 AUGUST 17, 2022

Task Description	Shts	Staff Manhours				Total	Remarks
		Proj Mgr	Proj Eng	CADD Dsgnr	Admin		
Permitting							
1 SJRWMD Meeting (Mtg Arrangements, Preparation, Attendance/Participation, Meeting Mins., Follow-Up)							
2 SJRWMD Permit Modification							
3 FDEP or ACOE Nationwide Permit / Modification (or Notice of Construction)		4	4	2		10	Resubmittal for expired ACOE permit
4 NPDES Permit Support							
5 Gopher Tortoise Redo - 100% Survey & Resubmittal of FWC Permit		6	10	6	2		Redo 100% coverage survey, resubmittal for FWC permit
6 Gopher Tortoise Relocation Coordination with Specialist		12	16		6	34	Tortoise relocation to recipient site
Total No. of Sheets	0						
Manhours		22	30	8	8	44	68
Hourly Rate		\$ 195	\$ 150	\$ 120	\$ 75		
Subtotal Labor		\$ 4,290	\$ 4,500	\$ 960	\$ 600	\$ 10,350	\$ 10,350
Direct Costs						\$ 278.15	
TOTAL						\$ 10,628.15	
Direct Costs							
Copies							
100 copies	x	\$ 0.50 =				\$ 50.00	Includes 11"x17" copies
Field Reviews							
130 miles	x	2 no. of site visits \$ 0.59 = per mile				\$ 152.10	
Meetings							
130 miles	x	1 mtgs \$ 0.59 = per mile				\$ 76.05	
						<u>\$ 278.15</u>	

FIVE POINTS DESIGN GROUP, INC.
ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS ADDITIONAL SERVICES FOR GOPHER TORTOISES AND
ENVIRONMENTAL PERMITS - FEE ESTIMATE
AUGUST 17, 2022

General Notes & Assumptions

General:

- 1 Any service not specifically denoted in this fee spreadsheet is excluded from the anticipated scope.
- 2 The final products to be delivered from this fee proposal are: re-do of a gopher tortoise 100% coverage survey, resubmittal of FWC permit application for gopher tortoise removal, gopher tortoise relocation services, and resubmittal of the USACE permit.
- 3 Virtual meetings may replace in-person or on-site meetings when applicable. Virtual site reviews may replace field reviews when applicable.

Plans:

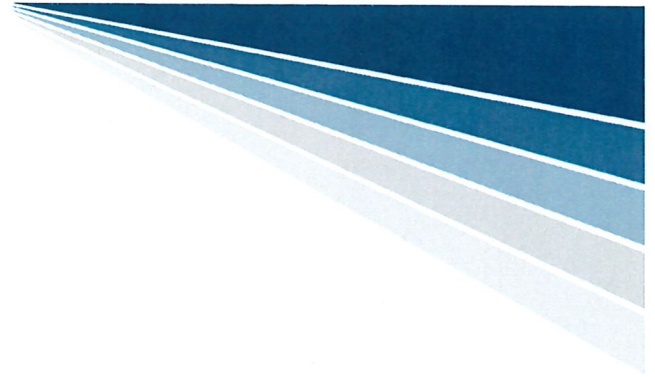
- 1 Plans will be prepared on 11"x17" plan sheets (as applicable).

Technical Tasks:

- 1 Proposal does not include any subsurface utility exploration (SUE) for horizontal / vertical utility location verification.

Permitting:

- 1 Mitigation design is not included in this proposal.
- 2 All permit fees will be paid by Putnam County directly to the regulatory agency.
- 3 Any fees associated with a gopher recipient site will be paid by Putnam County directly to the site.
- 4 Five Points does not guarantee permit issuance for circumstances beyond their reasonable control.



August 11, 2022

Nancy L. Debs, P.E.
Five Points Design Group, Inc.
10135 Gate Parkway North #807
Jacksonville, Florida 32246
Phone (904) 705-7354
ndebs@fivepointsdsgn.com

**Subject: Engineering Design of St. Johns Avenue Drainage Improvements
 from CR 309C to SR 19, Putnam County, Florida
 Financial Project ID: DEO Agreement No. HM007
 Supplement to Environmental Services for Segments 1, 2, and 3
 JMT Project Number 19-03937-003**

Dear Ms. Debs:

Thank you for providing JMT the opportunity to team with Five Points Design Group, Inc. (FPDG; "Client") on the above-referenced project in support of Putnam County ("Owner"). JMT proposes to provide additional services associated with permitting potential impacts to jurisdictional wetlands and surface waters as well as gopher tortoise assessments, permitting, and management.

Project Understanding

St. Johns Avenue is a high-trafficked, east-west, minor, arterial-spine road serving the City of Palatka and Central Putnam County. Many portions of St. Johns Avenue, its side roads, and fronting properties experienced high flooding during Hurricane Irma in September 2017. The installation of improved storm water conveyance and other features will alleviate flooding in the area and increase safety of existing evacuation shelters, health facilities, educational facilities, businesses, and residences. The proposed improvement covered under *Financial Project ID: DEO Agreement No. HM007* is a new storm water management facility with a closed conduit collection system to replace the existing sporadic ditch collection system.

The county previously released FPDG to begin work on only Segments 1, 2, and 3 of the project, including an adjacent site, which will be used to construct a stormwater management facility (pond). Due to the changing timeline for construction as well as regulatory changes and the expiration of one of the permits for Segments 1 and 2, additional labor will be required to bring the project back into alignment with the new schedule. To that end, JMT proposes to execute the following tasks in consideration of the sums indicated:

Task 13: 100%-Coverage Gopher Tortoise Survey (Pond Site and Segments 1, 2, and 3)

FWC requires that to plan for potential future permitting for relocation of tortoises from impact areas, a 100%-coverage survey comprising all of the potentially occupied habitats that could be adversely affected by a project must be conducted by a Florida-authorized Gopher Tortoise Agent (GTAA) not more than 90 days prior to any land disturbing activities. Furthermore, relocation activities must occur not more than 90 days after a 100%-coverage survey. JMT's GTAA will survey suitable habitats within the 6-acre pond site as well as the right-of-way corridor for Segments 1, 2, and 3 and produce a map of the potentially occupied burrows.

If any "new" burrows are found, other than those indicated in the permit application, the application will be updated.

Lump Sum Fee: \$5,529

Task 14: Gopher Tortoise Removal Permitting (Pond Site and Segments 1, 2, and 3)

FWC requires approval of a gopher tortoise removal permit and transfer of tortoises to a recipient site prior to construction. In conjunction with its tortoise relocation contractor, JMT will prepare and submit an application for a Gopher Tortoise Conservation Permit to FWC. Once the tortoise relocation permit has been issued, and with a valid survey (no older than 90 days), JMT will submit a notice of commencement for relocation activities (see below). Following the relocation, JMT will utilize the tortoise data to complete the After-Action report required by FWC. This scope does not include the application fee payable to FWC or gopher tortoise recipient site fees payable to the recipient site (mitigation bank) accepting relocated tortoises, both of which will be the responsibility of the Owner. JMT will seek to procure a reservation letter from an appropriate recipient site, which is required as part of the permit application process, while the Owner will provide written local governmental project approval (required prior to the relocation of tortoises), which can be in the form of a development order, clearing permit, or environmental resource permit. If requested, agency field reviews of the "donor site" will be executed by JMT. The removal permit application fee is the responsibility of the Owner or their representative.

Lump Sum Fee: \$3,145

Task 15: Gopher Tortoise Removal (Pond Site and Segments 1, 2, and 3)

JMT will coordinate the excavation and relocation of gopher tortoises. A qualified operator of a special backhoe excavator (with welded plate on the bucket; no teeth) will assist JMT in the capture of tortoises. The tortoises will be transported to the approved recipient site or recipient site agent, if requested. If the recipient site does not provide the required tortoise data, JMT will weigh, measure and mark tortoises per FWC guidelines. The scope and fee indicated here are based on a total of twelve burrows requiring relocation. Should the number of burrows exceed this, a scope amendment will be required.

Lump Sum Fee: \$14,384

Task 16: Regulatory Permit: CWA Section 404 (Segment 1/2, including Stormwater Pond Site)

With assistance from FPDG for engineering data and plans, JMT will submit a request to re-certify the formerly acquired Nationwide Permit issued by USACE. This entails submittal of project history data since issuance of the permit and federal Form ENG 4345. The submittal will be supported by exhibits (location, land use, soils, wetlands, and T&E), and wetland impact drawings. This task includes correspondence with USACE. This task does not include application for a new permit from either USACE or FDEP.

Lump Sum Fee: \$3,861

Therefore, based on the above, the sum of all proposed fees is **\$26,919**.

ASSUMPTIONS

It is understood that JMT will perform services under the sole direction of the Client. In the performance of these services, JMT will communicate its efforts with those of other project team members as required.

JMT #19-03937-003

August 11, 2022

Supplement for Environmental Work, Segments 1, 2, and 3 of St. Johns Ave Drainage Improvements

The following assumptions are made:

- The site is accessible and JMT is provided with full access to the property.
- There is no other jurisdictional agency involvement.
- A gopher tortoise recipient site is available and will furnish a reservation letter.
- Long-term protected tortoise recipient sites are available.
- Owner will pay permit application and mitigation bank fees.

SERVICES NOT INCLUDED

The following services have not been included in this Amendment at this time:

- Formal ESA Section 7 Consultation
- Payment of application fees for permits

CLIENT-FURNISHED INFORMATION

JMT will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this proposal. Client shall provide JMT with project-related technical data including, but not limited to, the following:

- Boundary Survey of relevant parcels
- Engineering plans and data as indicated above
- Land survey data as indicated above
- Local government approval of the project, which will be required for securing a gopher tortoise relocation permit

SCHEDULE

JMT will begin work on this project within forth (40) business days of issuance of Notice to Proceed. The schedule is also subject to timely delivery of information promised by the Client/Owner and is exclusive of Client and local review of interim products.

We sincerely appreciate this opportunity to provide professional services for this project. Please sign where indicated and return hard copy, scan/email one (1) copy to our office to constitute our NTP. If you have any questions regarding this proposal, please contact Jason Evert at (904) 476-9571 or jevvert@jmt.com.

Sincerely,

Johnson, Mirmiran & Thompson, Inc.

SERGIO QUEVEDO, P.E.

Vice President

Attached: Standard Terms and Conditions

STANDARD TERMS & CONDITIONS

A. General Provisions

JMT agrees that this proposal shall remain open for 120 days from the date of this proposal. Acceptance of the proposal after the end of the 120 day period is valid if JMT elects, in writing, to reaffirm the proposal and waive its right to re-evaluate and resubmit the proposal.

JMT reserves the right to renegotiate the contract which this proposal, if accepted, will comprise, on or after six (6) months from the date of this proposal, provided the Client is given 30 days of notice in writing, if salaries or operational costs increase in a sufficient amount. Our present quotation is based upon current salaries and operational costs.

It is understood and agreed that once work is started on this project by JMT, only the Client or its duly authorized representative has the authority to order the work stopped on his behalf and only upon giving JMT, 10 days of notice in writing, as to when the work shall stop. The Client further agrees to be liable and pay to JMT, for all labor done, work performed, materials furnished, and expenses incurred up to and including the day work is stopped in accordance with the notice.

JMT will provide the Client with data on electronic files; however, the Client acknowledges that data stored on electronic media can deteriorate undetected or be modified without the JMT's knowledge. Therefore, electronic files are provided without warranty or obligation on the part of JMT as to accuracy of information contained on the electronic files. All information on the electronic files must be independently verified by the Client and the Client agrees to indemnify and hold JMT harmless from any and all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of the use of the electronic files.

Client acknowledges and agrees that JMT may include or otherwise reference the Project in its general project portfolio, and shall be entitled to identify the Project and the services performed by JMT for the Client in its general marketing materials, and for purposes of demonstrating relevant qualifications and experience. JMT shall also have the right to access the Project site to document, photograph, video, and/or record by any media or means, the Project at each phase, during construction and upon completion, for its own use and for other legitimate business purposes, including but not limited to exhibitions, or award competitions, or publication in journals. Any publication of the Project by Client or any representative of the Client, shall include reference to JMT and proper attribution and credit for its role in the Project.

B. Time of Payments and Litigation Expenses

JMT will submit monthly certified invoices for services rendered during the preceding month. Payments are due and payable within 30 days from the date of invoice. If Client fails to pay the full amount due for services and expenses within 30 days after date of invoice, the amount due will include a charge at the rate of 1-1/2% per month of the outstanding balance from said 30th day. In

addition, in the event any invoice has not been paid in full by its due date, JMT may, after giving three (3) days written notice to Client, suspend services under this Agreement until Client has paid in full amounts due JMT for services, expenses and interest.

In the event JMT deems it necessary to refer any unpaid invoices to its attorneys for the purposes of instituting collection or mechanic's liens proceedings, Client agrees to pay JMT's attorney's fees, court costs, and litigation expenses, including fees for expert witnesses, trial and deposition transcripts, cost of printing briefs, and travel expenses for witnesses, attorneys and employees.

In the event Client asserts a claim against JMT and/or JMT's subconsultants for any act arising out of performance of the services provided herein, whether by an original action, or by counterclaim set-off or other defense to any mechanic's lien or other claim asserted by JMT as a result of Client non-payment of fees and expenses for services rendered, and if Client fails to prevail in such action, counterclaim, set-off, or defense, Client agrees to pay all attorney's fees, costs and litigation expenses (including fees for expert witnesses, trial transcripts and deposition transcripts) incurred by JMT and/or JMT's subconsultants in opposing any such action, counterclaim, set-off or defense.

JMT may withhold the delivery, signature or sealing plans and specifications, and may repossess all plans and specifications previously delivered to or otherwise made available to Client, their agents or assigns, without incurring any liability for direct and/or consequential damages to Client or anyone claiming through them or on their behalf whenever JMT deems it necessary to ensure payment for services rendered. Should any claim for such damages be made, Client agrees to hold JMT harmless from all litigation expenses incurred by JMT as defined herein.

C. Additional Services

In the event additional services beyond those identified in the Scope of Work are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services will be charged at the following hourly rates which are inclusive of labor, overhead, payroll burden and profit.

<u>Classification</u>	<u>Hourly Rate</u>
n/a	n/a

Any changes to the previously approved submittals will be considered a change in scope of services and JMT will be entitled to additional compensation at the rates herein specified.

D. Insurance

JMT maintains Professional Liability, General Liability and Workmen's Compensation Insurance. On request, JMT will furnish Client certification of insurance.

E. Termination

In the event of termination of this Agreement by Client, Client shall pay JMT for services (including additional services) rendered, performed, or procured through such phase, including Expenses, at

the rates stated in the Agreement, plus all termination expenses. Termination expenses mean additional Reimbursable Expenses directly attributable to termination.

F. Indemnification and Limitation of Liability

Except as otherwise agreed, JMT shall hold harmless and indemnify the Client against injury, loss or damage arising out of the negligent acts, errors or omissions of JMT. The Client agrees to limit JMT's liability hereunder to Client and to all Construction Contractors and Subcontractors on the project, due to such negligent acts, errors or omissions, such the total aggregate liability of JMT to all those named shall not exceed JMT's total fee for services rendered on this project.

G. Standard of Care

JMT shall perform the services in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing under the same conditions.

H. Severability

If any provision of this Agreement, or application thereof, shall be held invalid, the invalidity shall not affect the other provisions of the Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Agreement are declared to be severable.

WE HEREBY AUTHORIZE JOHNSON, MIRMIRAN & THOMPSON, INC. TO PROCEED IN ACCORDANCE WITH THE ABOVE PROPOSAL. IF ANY PROFESSIONAL SERVICES ARE ORDERED BY A REPRESENTATIVE OF THE CLIENT, FOR ITEMS LISTED ABOVE WITH A RETURNED ACCEPTANCE, THE PRICES AND TERMS OF THIS PROPOSAL SHALL BE IN EFFECT.

ORGANIZATION: _____ DATE: _____

BY: _____ TITLE _____