

Regular Meeting Agenda

July 18, 2022

Call to Order – 4:00pm

- **Call to Order – Chairman**
- **Pledge of Allegiance**
- **Meeting Minutes**
- **Financial Report**
- **Agenda Approval**
- **Staff Reports**
- **Business Partner Updates**
- **Business Items –**
 - Resolution 2022-03 Strategic Business Plan
 - East Side Development – Passero SA 22-103
 - FY2022-23 Preliminary Staff Budget Presentation
 - FY2022-23 TRIM Action
- **Public Comment – General**
- **Member Comments and Reports**
- **Adjournment**



Staff Reports – Items of Interest & Update of Projects

Terminal Entrance Road –

- Phase I – Complete
- Phase II – Design Continues – Out for Bid Next Week

Project Development Schedule –

- Taxiway “B” (Center Section) – Bids Opened 5/12; FAA Award “Summer”
- Fencing & Gates Replace and Upgrade – Bids Opened 5/12; Awaiting FAA

Strategic/Business Plan –

- Agenda Item – FDOT Grant

T-Hangar Development Update –

- Presentation Expected at August Meeting



BUSINESS PARTNER UPDATES –

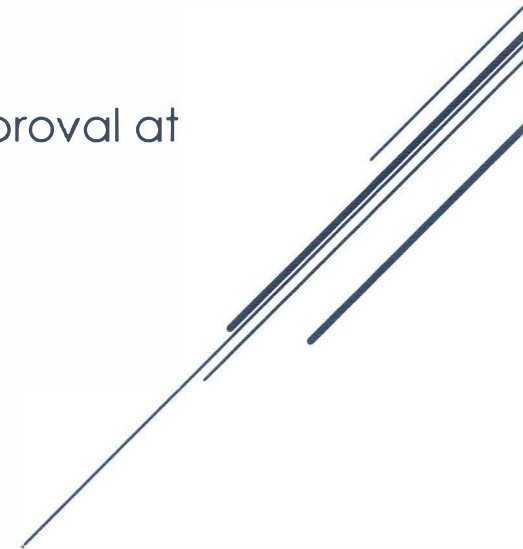
- Mr. Henry Dean, St. Johns County Commissioner
- Mr. Vinny Beyers, Atlantic Aviation
- Mr. Jaime Topp, SAAPA Liaison
- Mr. Nate McKendrick , NGC
- Mr. Courtney Pittman, ATCT
- Mr. Doug Burnett, Airport Attorney



BUSINESS ITEM – RESOLUTION 2022-03 – FDOT PTGA

- Strategic Business Plan
- Facilitated through Passero Supplemental Agreement with Ricondo & Associates
- Supplemental Agreement to be Presented for Approval at August Meeting
- Project Funding – (50% FDOT Match)
 - \$125,000 FDOT
 - \$125,000 Airport Authority
- Project Can Begin Once FDOT PTGA is Executed

DRAFT



BUSINESS ITEM – EASTSIDE DEVELOPMENT PROJECT

- Supplemental Agreement 22-103
- Covers: Specialized Sub-Consultant Efforts:
 - Survey, Testing, Utility Discovery, Wetlands & Road Intersection Evaluation
- Budget Impact (FY2022-23) - \$159,571





BUSINESS ITEMS – FY2022-23 BUDGET DEVELOPMENT

Key Items Affecting Budget Development

- Capital Development Program/Grant Opportunities
- Additional Staff
- Inflation (CPI)
- Full-time ARFF

Assumptions

- No Required Ad Valorem Tax Assessment

Save the Dates

September 12th @ 5:01pm 1st Public Budget Hearing

September 19th @ 5:01pm Final Public Budget Hearing

Board Discussion

Public Comment

Direction to Staff

Agenda – FY 2022/23 – TRIM

TRIM Action

Staff Recommends – 0.00 mils

DRAFT

Board Discussion
Public Comment
Motion and Discussion
Action



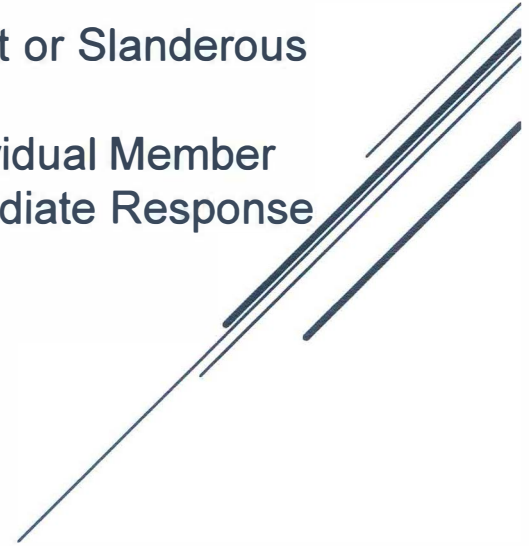
Public Comments

General

- Three (3) Minutes per Speaker
- Address Matters that Reasonably May Need Attention of the Authority

RULES OF DECORUM

- May Not Disrupt the Meeting with Personal, Impertinent or Slanderous Remarks or Boisterous Behavior
- Please Address the Authority as a Whole, Not Any Individual Member
- Please Refrain From Making any Demand for an Immediate Response From the Authority



Authority Members

Comments and Reports

Ms. Reba Ludlow

- Aerospace Academy
- TPO
- Standard Safety Review Committee

Mr. Robert Olson

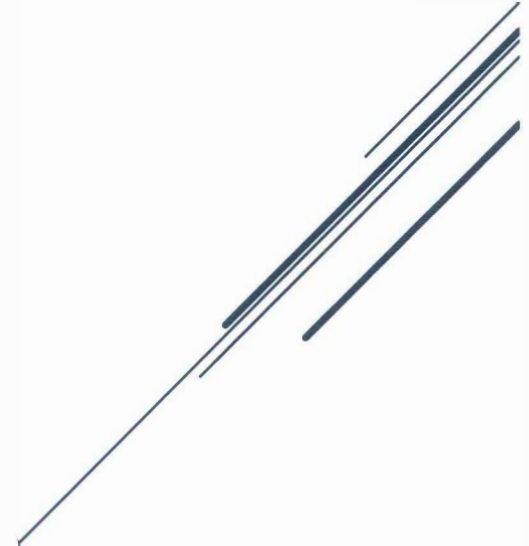
Ms. Suzanne Green

- EDC

Mr. Justin Mirgeaux

Mr. Bruce Maguire

DRAFT



PROPOSED MEETING DATES

Regular Meeting – August 15th

Regular Meeting – September 12th

1st Budget Public Hearing - September 12th @ 5:01pm

Final Budget Public Hearing - September 19th @ 5:01pm

Regular Meeting – October 17th

Regular Meeting – November 14th

Regular Meeting – December 12th

**All Meetings Begin at 4pm Except as Otherwise Noted*

ADJOURNMENT

RESOLUTION 2022-03

WHEREAS, the St. Johns County Airport Authority and the State of Florida Department of Transportation have determined it to be in their mutual interest to facilitate the development of the herein described project at the Northeast Florida Regional Airport, to wit:

***“Strategic Business Plan
At Northeast Florida Regional Airport”***

F.P. # 428840-2-94-23

WHEREAS, the State of Florida Department of Transportation and the St. Johns County Airport Authority have agreed to joint funding for the project and the parties acknowledge that funds are programmed in the FDOT Work Program to a maximum participation of \$125,000.00.

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

1. The St. Johns County Airport Authority confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation;
2. The St. Johns County Airport Authority affirms its understanding of this agreement;
3. State of Florida Department of Transportation funding of the project is committed and equating to a grant total of \$125,000.00;
4. Local Project Funds will be available for the project equating to \$125,000.00 in facilitating the project; and,
5. The Chairman, Bruce Maguire and Secretary/Treasurer, Justin Mirgeaux, are herein authorized to execute this Resolution on behalf of the St. Johns County Airport Authority; and
6. The Executive Director, of the St. Johns County Airport Authority, Edward R. Wuellner, is herein specifically authorized to enter into and sign such documents as may be necessary to effectuate the intent of this Resolution, including the Public Transportation Grant Agreement with the State of Florida Department of Transportation.

WITNESSETH: Adopted the 18th Day of July 2022 in Regular Session by the St. Johns County Airport Authority.

(SEAL)

WITNESS:

Bruce Maguire, Chairman

Justin Mirgeaux, Secretary/Treasurer

St. Johns County Airport Authority



East Side Development (Planning, Environmental & Data Collection)

Planning, Environmental & Data Collection Phase Services
by

Passero Associates, LLC
(PA Project No. 23000081.0095)

Supplemental Agreement 22-103

This Supplemental Agreement No. 22-103 is made this ____ day of _____, 2022, by and between Passero Associates, LLC. dba Passero (“Consultant” or “Passero”) and the St. Johns County Airport Authority (“Authority”) and is hereby incorporated into the Master Consulting Agreement (“Agreement”) between the parties dated October 22, 2018. This Supplemental Agreement supplements the Master Consulting Agreement to the extent the terms and conditions herein differ from those found in the Agreement. All Agreement terms and conditions not modified by this Supplemental Agreement shall be applicable to this Supplemental Agreement.

1 SCOPE OF WORK – Basic Services

Passero Associates will perform planning, environmental, and data collection services to assist the Authority with development of the east side of the airport, and to a lesser extent the south side of the Airport. These services include the initial tasks needed for hangar development on the east side of the Airport.

The project is described below in the Project Description.

A. Project Description

This project includes planning, environmental and data collection tasks to support the development of the east side of the Airport accessed via Gun Club Road and Hawkeye View Lane. The project also includes planning tasks to support development of the South side of the Airport (South General Aviation Area) located between US 1, Estrella Ave., Casa Cola Way, and North Blvd.

See the attached Planning, Environmental, and Data Collection drawing for illustration of the scope of work.

This project includes the following disciplines and tasks:

- Environmental
 - Phase 1 environmental site assessment
 - Wetland delineation
 - Protected species survey
- Land Surveying
 - Topographic survey
 - Wetland delineation survey
- Geotechnical engineering site soils investigation and analysis
- Water supply planning
 - East/North side analysis
 - South side analysis
- Transportation Planning
 - East/North side analysis (Gun Club Rd.)
 - South side analysis

See the attached detailed proposals for further information on the scope of work included for each discipline.

B. Planning, Environmental and Data Collection Phase Services

Passero Associates will provide the following services to assist the Authority with this phase of the work:

1. Act as liaison between the Authority and all subconsultants.
2. Coordinate scheduling of site investigations and assist subconsultants with obtaining access within the secured airfield perimeter.
3. Assist in providing subconsultants with any requested Airport records, data, or graphics needed to complete the work.
4. Review the results of all site investigations and analysis, and seek clarification or correction as needed.

2 SCOPE OF WORK – Special Services

Environmental

Environmental Resource Solutions will complete a phase 1 environmental assessment, wetland delineation, and protected species survey. (Cost: \$17,780)

Land Surveying

Southeastern Surveying and Mapping will complete a topographic survey and wetland delineation survey. (Cost: \$53,000)

Geotechnical Exploration

Jackson Geotechnical Engineering will complete a geotechnical site soils investigation and analysis. (Cost: \$14,391)

Water Supply Planning

Four Waters Engineering will complete an analysis of the projected water demands based on proposed Airport development and provide recommended solutions. (Cost: \$15,000)

Transportation Planning

Lassiter Transportation Group will complete an analysis of the projected traffic demands based on proposed Airport development and report the associated requirements for U.S.-1 access improvements. (Cost: \$36,900)

3 SCHEDULE

After receiving the Notice-To-Proceed (NTP) from the Authority, the Consultant will immediately be available to work on the project, in accordance with the proposed project, as assigned by the Authority.

4 ESTIMATE OF COSTS

Passero will complete the above tasks for a Not-To-Exceed fee of **\$159,571.00 (one hundred fifty-nine thousand five hundred seventy-one dollars and zero cents)**, broken down further as follows:

1. \$22,500 - Coordination of Planning, Environmental, & Data Collection; Meetings (Passero)
2. \$17,780 – Environmental (Environmental Resource Solutions)
3. \$53,000 – Land Surveying (Southeastern Surveying and Mapping)
4. \$14,391 – Geotechnical Exploration (Jackson Geotechnical Engineering)
5. \$15,000 – Water Supply Planning (Four Waters Engineering)
6. \$36,900 – Transportation Planning (Lassiter Transportation Group)
- \$159,571.00 – Total**

5 DELIVERABLES

1. Protected Species/Environmental Resources Report
2. Phase 1 Environmental Assessment Report
3. Wetland Delineation Survey
4. Topographic Survey
5. Geotechnical Site Investigation Report
6. Potable Water Supply Technical Memorandum
7. FDOT Access Management Plan

6 MEETINGS AND PRESENTATIONS

1. Meetings and Presentations: As needed and requested by the Authority.

7 SPECIAL TERMS AND CONDITIONS

The compensation itemized above may be renegotiated to reflect a change in Project Scope at the request of the Authority or Passero. Additional compensation may be due Passero if rework is necessary or if delays occur which result in additional expense to Passero. Such additional compensation will be negotiated between the Authority and Passero.

8 OTHER

1. The Authority is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport archives. Passero is not responsible for data that is not provided in the course of this Agreement.

Remainder of Page left intentionally blank

IN WITNESS WHEREOF, Consultant and the Authority have caused this Supplemental Agreement to be executed by their duly authorized representatives as of the date first written above.

FOR:

Passero Associates, LLC

By: Bradley J. Wente

Signature

Bradley J. Wente, P.E.

Name (Typed or Printed)

Southeast Services Director

Title

6/30/22

Date

FOR:

St. Johns County Airport Authority

By: _____

Signature

Edward R. Wuellner, A.A.E.

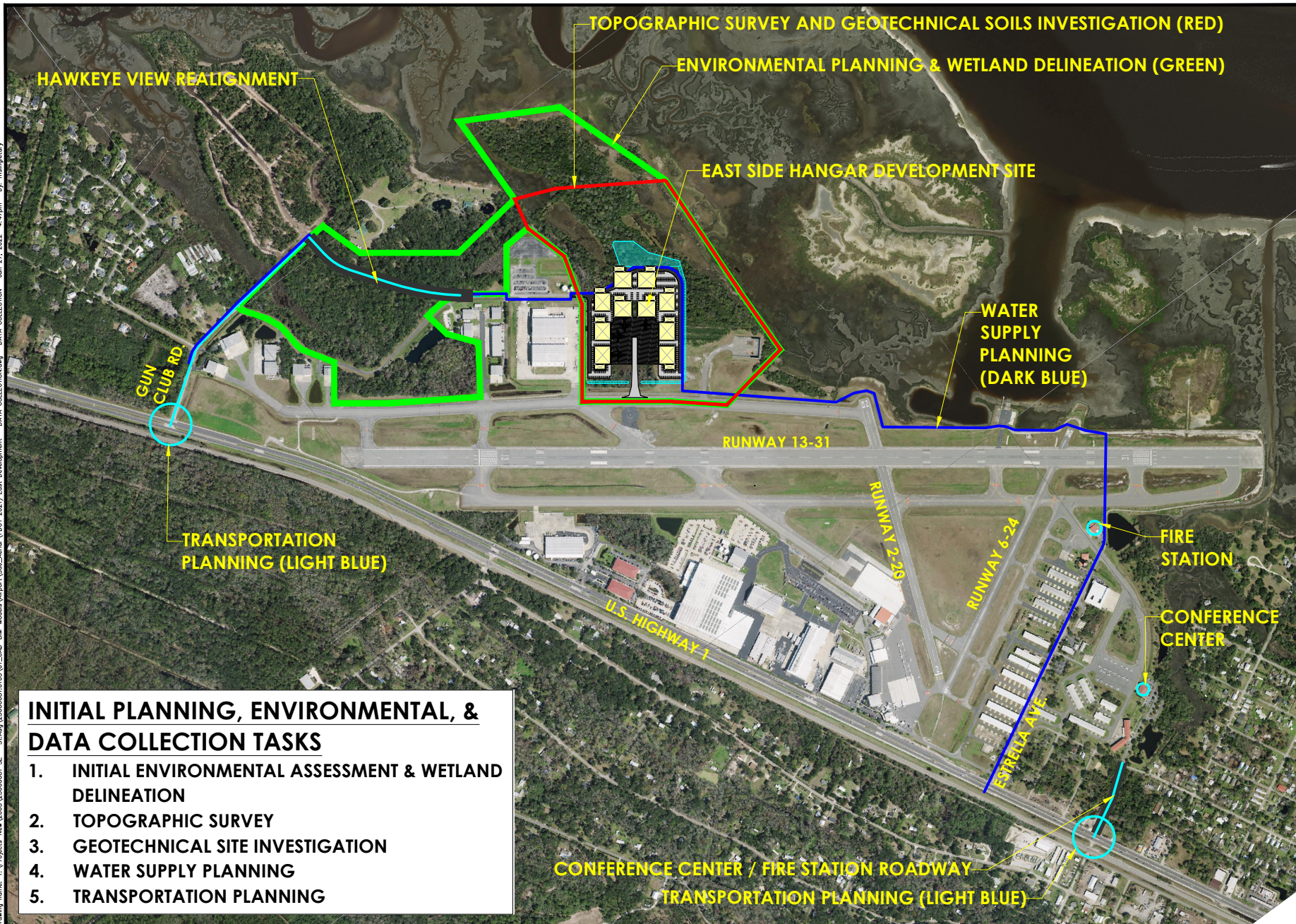
Name (Typed or Printed)

Executive Director

Title

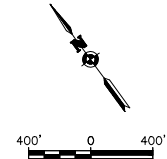
Date

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INITIAL PLANNING, ENVIRONMENTAL, & DATA COLLECTION TASKS

1. INITIAL ENVIRONMENTAL ASSESSMENT & WETLAND DELINEATION
2. TOPOGRAPHIC SURVEY
3. GEOTECHNICAL SITE INVESTIGATION
4. WATER SUPPLY PLANNING
5. TRANSPORTATION PLANNING



PLANNING

Stamp:

Client:
St. Augustine-St. Johns
County Airport Authority
4796 US 1 North
St. Augustine, Florida 32095

NFRA
Northeast Florida Regional Airport
Fly Smart!

Passero Associates
4750 Cassa Cala Way, Suite 205
St. Augustine, FL 32095
Principal-in-Charge: Andrew Holesko

Revisions

No.	Date	By	Description

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS DRAWING OR ANY
DATA FROM THIS DRAWING ARE PROHIBITED AND WILL BE DELETED FROM THE
PROJECT FILE. ALL CHANGES MUST BE APPROVED BY THE PROJECT MANAGER.

**PLANNING,
ENVIRONMENTAL, &
DATA COLLECTION**

**EAST SIDE HANGAR
DEVELOPMENT**

Northeast Florida
Regional Airport
Town/City: St. Augustine
State: Florida

Project No.
2300081.0000

Drawing No.
1

Date
May 2022



Environmental Resource Solutions

A Division of SES Energy Services LLC

12 May 2022

Mr. Matt Singletary, P.E.
Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

**RE: Northeast Florida Regional Airport (NFRA): East Side Development
St. Johns County, Florida
Proposal/Contract for Services
ERS Proposal No. P22253**

Dear Mr. Singletary:

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, is pleased to provide you with this proposal/contract to assist with a Phase 1 Environmental Site Assessment, wetland delineation and protected species survey on the approximate 146-acre parcel located NFRA property. Per your request, we have also broken out our fees in the event the project is broken up into three projects.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS
A Division of SES Energy Services LLC

Kim M. Allerton
Division Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

KMA/P22253_NFRA East Side Development_5-12-22

PROPOSAL/CONTRACT
Prepared for:
Mr. Matt Singletary, P.E.
Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

RE: Northeast Florida Regional Airport (NFRA): East Side Development
St. Johns County, Florida
Proposal/Contract for Services
ERS Proposal No. P22253

Scope of Services

Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will complete the following tasks associated with the East Side development site as NFRA. Services include completing a Phase 1 Environmental Site Assessment (ESA), wetland delineation, and a protected species survey. The fees for each task are broken out as follows: Fee for entire 146-acre parcel and fee for each individual development area, as depicted on the attached graphic provided by Passero Associates.

Task 1 – Protected Species/Environmental Resources Report - Environmental Resource Solutions (ERS), a division of SES Energy Services LLC, will conduct a preliminary site assessment to characterize ecological communities and to determine if protected wildlife species, protected flora, or their habitats are present within the project boundary. Following the assessment, ERS will provide a report that characterizes and assesses the on-site ecological community types, protected wildlife or flora that may occur on the project site or affect site development, and any protected habitats that are identified on the project site. The report will address any implications for development or additional species-specific studies that may be required. The report will be prepared in a format suitable for submittal to reviewing agencies in support of any necessary permit applications.

Task 1 Fees

Entire parcel	\$4,500.00
Parcel 1	\$2,800.00
Parcel 2	\$2,800.00
Parcel 3	\$1,500.00

Task 2 – Wetland Delineation. ERS will delineate the limits of jurisdictional wetlands pursuant to the current regulations and guidance of the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers (USACE). Wetland limits will be delineated in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device. Upon completion of the delineation, ERS will provide a flagging map indicating the approximate limits of the jurisdictional wetlands, the

approximate acreage, and the alpha-numeric designations of the beginning and ending flag of each wetland line established.

Task 2 Fees

Entire parcel.....	\$10,500.00
Parcel 1.....	\$6,500.00
Parcel 2.....	\$5,000.00
Parcel 3.....	\$1,500.00

Task 3 – Phase 1 Environmental Site Assessment (ESA)

Task 3(a): Review Existing Background Information

ERS will review site background information and preliminary data provided by the client and/or other sources prior to conducting site inspection. An environmental regulatory database search report will also be reviewed.

Task 3(b): Site Inspection

An environmental specialist will make a detailed inspection of the property. Prior to the inspection, a series of aerial photographs of the site and surrounding properties will be reviewed. The site inspection will not be limited to the property under consideration, but the adjacent properties will also be inspected based on legal access. Site plans and topographic maps will also be reviewed, where available. The site inspection will include an inventory of former chemical usage and waste generated on the site (if available); information on aboveground and underground storage tanks; available SARA Title III reporting information; information on underground utilities (e.g., sanitary sewer system) serving the property; environmental permitting information and permits from local, state, or federal agencies; engineering reports and surveys relevant to environmental issues; records of claims, litigation, spills, noncompliance, complaints, etc., related to environmental practices; environmental monitoring data, including groundwater and soil testing, local geology and hydrogeology in the vicinity of the site; and data on electrical equipment containing polychlorinated biphenyl (PCB) fluids.

Task 3(c): Review of Property Abstract and Site History

A review of site history will be conducted to help establish what types of activities were previously conducted on the property. Standard historical sources that are reasonably ascertainable, such as fire insurance maps, USGS topographic maps, historical aerial photographs, city directories, and building department records, will be reviewed. Interviews will be conducted with knowledgeable persons regarding site history. This may include, but is not limited to, past owners, neighbors, employees, agency officials, or knowledgeable residents of the area. This proposal does include an environmental lien search. The environmental lien search is required by AAI. This proposal does not include a 50-year chain-of-title search. The 50-year chain-of-title search is not a requirement of AAI, but it is listed as an appropriate historical record source. ERS can provide these services, if requested.

Task 3(d): Database Search

A search of the following databases will be conducted, as appropriate for the property, to help determine if hazardous sites or serious local environmental problems may exist on or immediately adjacent (see radius specifications) to the property:

- * Federal National Priorities List (1 mile radius);
- * Federal Delisted National Priorities List (0.5-mile radius);
- * Federal Superfund Environmental Management System (SEMS) [former Comprehensive Environmental Response, Compensation and Information System (CERCLIS) list] (0.5-mile radius);
- * Federal SEMS – Archive [former CERCLIS NFRAP list] (0.5-mile radius);
- * Federal RCRA CORRACTS list (1 mile radius);
- * Federal RCRA non-CORRACTS TSD list (0.5-mile radius);
- * Federal RCRA Generators list (property and adjoining properties only);
- * Federal institutional control/engineering control registries (property only);
- * Federal ERNS list (property only);
- * State and tribal equivalent NPL (1 mile radius);
- * State and tribal equivalent CERCLIS (0.5-mile radius);
- * State and tribal landfill and/or solid waste disposal site lists (0.5-mile radius);
- * State and tribal equivalent Leaking Underground Storage Tank (LUST) list (0.5-mile radius);
- * State and tribal registered storage tank lists (property and adjoining properties only);
- * State and tribal institutional control/engineering control registries (property only);
- * State and tribal voluntary cleanup sites (0.5-mile radius); and,
- * State or tribal Brownfield sites (0.5-mile radius).

Task 3(e): Report Preparation

A report will be prepared documenting our research, on-site inspection, and other findings. The report will provide an overall assessment of recognized environmental conditions and make recommendations. ERS will provide an electronic copy of the report. Original copies will be provided upon request.

Task 3 Fees

Entire parcel.....	\$2,780.00*
Parcel 1.....	\$2,380.00*
Parcel 2.....	\$2,380.00*
Parcel 3.....	\$2,380.00*

***Includes Environmental Lien Search**

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: _____

Date: _____

By: _____

(Signature)

(Printed/Typed)For: **SES Energy Services LLC (ERS Division)**Date: 13 May 2022By:  _____

(Signature)

Kim Allerton

(Printed/Typed)

KMA/P22253_NFRA East Side Development_5-12-22

Environmental Resource Solutions

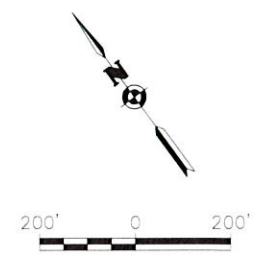
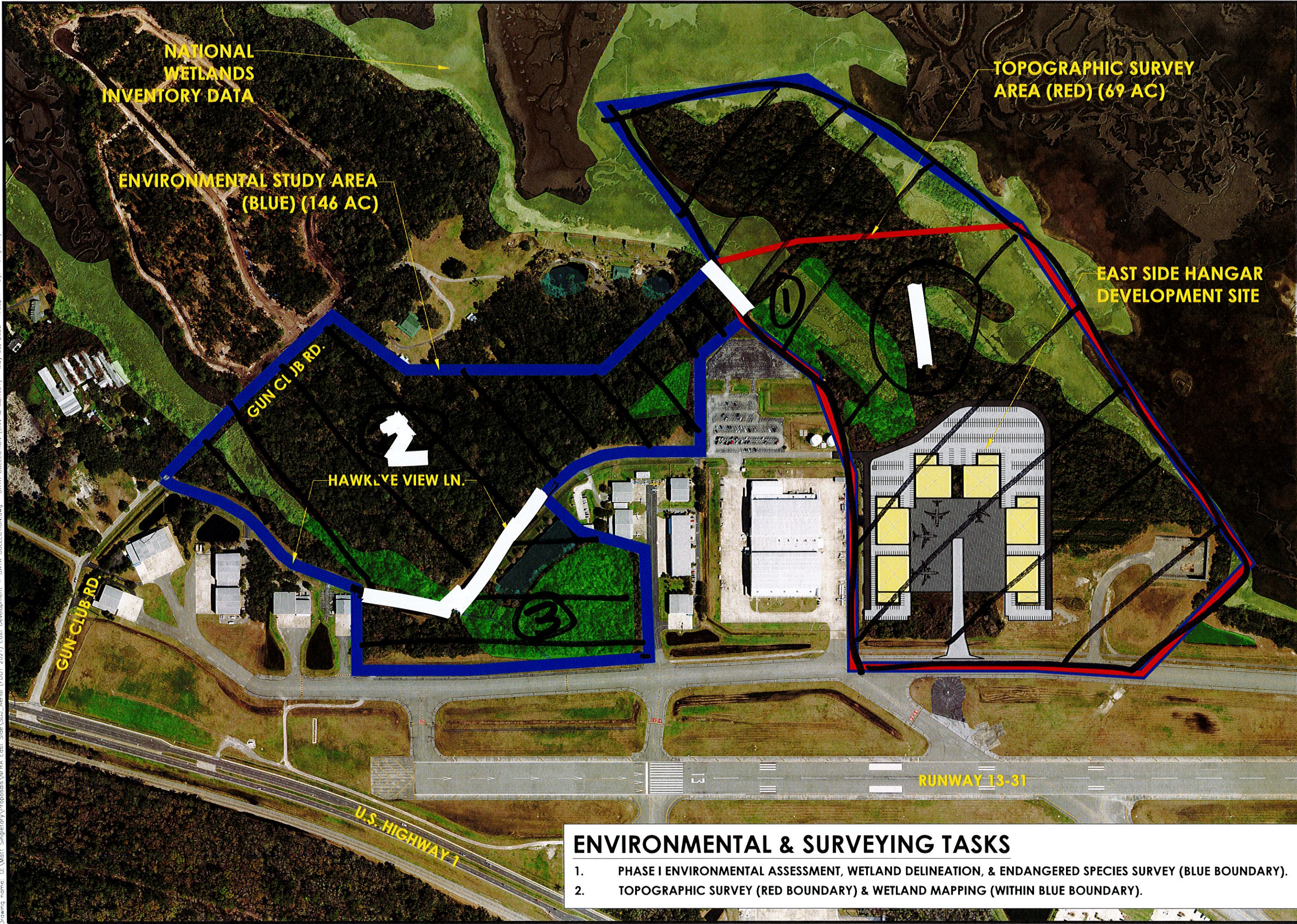
A Division of SES Energy Services LLC

3550 St. Johns Bluff Road South, Jacksonville, Florida 32224

T: (904) 285-1397, F: (904) 285-1929

Email: mail@ersenvironmental.com

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PLANNING

Stamp:

Client:
St. Augustine-St. Johns
County Airport Authority
4796 US 1 North
St. Augustine, Florida 32095



Passero Associates
4730 Cass Cole Way, Suite 200 St. Augustine, FL 32095
(904) 757-6106 Fax: (904) 757-6157
Certificate of Authorization # 3428 Principal-in-Charge Andrew Holesko

Revisions				
No.	Date	By	Description	

PLANNING,
ENVIRONMENTAL, &
DATA COLLECTION

EAST SIDE HANGAR
DEVELOPMENT

Northeast Florida
Regional Airport
Town/City: St. Augustine
County: St. Johns State: Florida

Project No.
2300081.0000

Drawing No.
1

Date
May 2022

ENVIRONMENTAL & SURVEYING TASKS

1. PHASE I ENVIRONMENTAL ASSESSMENT, WETLAND DELINEATION, & ENDANGERED SPECIES SURVEY (BLUE BOUNDARY).
2. TOPOGRAPHIC SURVEY (RED BOUNDARY) & WETLAND MAPPING (WITHIN BLUE BOUNDARY).

**Topographic Survey of 69 Acres
And
Wetland Delineation
For the
East Side Hanger Development
Northeast Florida Regional Airport**



5. Locate all survey monuments or benchmarks that are present within the survey areas.
6. Within indicated areas, locate all natural and manmade features including swales, ditches, change of grades and ponds and provide spot elevations every 50' along top of bank, toe of slope, and centerline of swale/ditch.
7. Locate tree line but not individual trees.
8. Locate edge of water (approximate high water or observed water).
9. Locate and identify pavement markings. Airfield centerlines shall be located on center and edge stripes shall be located along outside edge at increments of 100'.
10. Locate all existing airfield edge lights with all duct and cable markers.
11. Locate horizontally and vertically existing edges of pavement for all pavements inside the survey corridor.
12. Locate and provide legend of all signage (Applies to red and blue areas in the attached Survey Plan).
13. Provide location and elevations of drainage structures. All corner elevations shall be provided for top of grate elevations. Locate all storm pipes and provide pipe sizes, material, and inverts. If pipes extend beyond the survey boundary, then provide pipe & structure data at the point of pipe termination.
14. Locate all miscellaneous structures in paved and grassed areas.
15. Locate all above ground utilities.
16. Provide locations of geotechnical borings (if applicable).
17. Provide finished floor elevations of all buildings located within or at the edge of the survey boundary (if applicable).
18. Locate wetland delineation flags and identify the areas of delineated wetlands with closed polygons.
19. The survey deliverables shall be electronic files fully compatible with AutoCAD Civil 3D.
20. Provide horizontal and vertical control points that will be used for construction survey in the area of the topographic survey.
21. Provide survey in appropriate scale for readability.
22. During the construction phase of this project, the surveyor must be available to meet with the contractor to discuss any survey coordination such as control point and grading verification that may be required.

Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.

ADDITIONAL SERVICES

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

May 25, 2022

**Topographic Survey of 69 Acres
And
Wetland Delineation
For the
East Side Hanger Development
Northeast Florida Regional Airport**



INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. **The Client shall provide all information requested by SSMC during the project, including, but not limited to, the following:**

DELIVERABLE

The final product will be (3) certified prints, and an electronic file for your use.

DELIVERY

All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE

We anticipate the start of the above-described work **within (30) business days** after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Topographic Survey:	\$ 26,000.00
Wetland Delineation Location:	\$27,000.00

Payment Terms: **Clients with Credit**

Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee

SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of \$25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We look forward to the opportunity to work with you on this project.

Sincerely,

Thomas F Ferguson, P.S.M.
Project Manager

May 25, 2022

**Topographic Survey of 69 Acres
And
Wetland Delineation
For the
East Side Hanger Development
Northeast Florida Regional Airport**



If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

**Topographic Survey of 69 Acres
And
Wetland Delineation
For the
East Side Hanger Development
Northeast Florida Regional Airport**



**EXHIBIT "A"
HOURLY RATES**

Professional Surveyor & Mapper	\$162.00/per hour
Project Manager (Survey)	\$162.00/per hour
Project Manager (SUE)	\$162.00/per hour
Senior Technician (Survey)	\$122.00/per hour
Senior Technician (SUE)	\$122.00/per hour
CAD Technician	\$108.00/per hour
2 Person Survey Field Crew	\$163.00/per hour
3 Person Survey Field Crew	\$214.00/per hour
4 Person Survey Field Crew	\$265.00/per hour
2 Person SUE Field Crew	\$198.00/per hour
3 Person SUE Field Crew	\$276.00/per hour

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

Jackson Geotechnical Engineering

164 Plaza Del Rio Drive
St. Augustine, Florida 32084
904-252-2292

June 23, 2022

Mr. Matt Singletary, P.E.
Passero Associates, Inc.
4730 Casa Cola Way
Suite 200
St. Augustine, Florida 32095
VIA EMAIL

RE: Proposal for Geotechnical Exploration and Engineering Services
Eastside Hangars and Hawkeye View Lane Realignment
Northeast Florida Regional Airport
St. Augustine, Florida
JGE Proposal No. 22-427.1

Dear Mr. Singletary,

In response to your request request, Jackson Geotechnical Engineering is pleased to provide this proposal for the requested geotechnical exploration and engineering services. This proposal documents our understanding of the project, provides our scope of services, project budget, and schedule.

PROJECT INFORMATION

Project information was provided during correspondence with you. Site-specific information was gathered during our site visit. Also, we were provided with a copy of the Geotechnical Investigation Areas plan (Drawings 1 through 3). The provided plan sheets show the property boundaries, layout of the proposed construction, site features, and the requested boring locations.

The proposed project consists of two parts: (1) the East Side Hangar Development; and (2) Hawkeye View Lane realignment. Each of these is discussed below.

The East Side Hangar portion consists of constructing several aircraft hangars and adjacent roadway and taxiway areas. It is anticipated the hangars will consist of pre-engineered steel framing with exterior metal panels. Pavement would consist of either rigid concrete or flexible asphaltic pavement. Drainage improvements would include stormwater ponds and/or swales.

The other part of the project consists of realigning Hawkeye View Lane. The realignment will, in general, extend from the intersection of Canopy Hall Drive and Gun Club Road to the eastern-

Comprehensive Geotechnical Engineering

most portion of the existing Hawkeye View Lane alignment. It is anticipated the road construction will include flexible asphaltic concrete underlain by base course and stabilized subgrade. Drainage improvements will include swales.

The subject site is predominately wooded. It is therefore anticipated the field work will require all-terrain-vehicle (ATV) drilling equipment. We understand the Gun Club will allow us to utilize their property in order to access several boring locations.

PROPOSED SCOPE OF SERVICES

Field Exploration

A total of 27 Standard Penetration Test (SPT) borings has been requested within the subject areas. The depths of the SPT borings vary between 10 and 25 feet. Twenty relatively undisturbed soil samples will be collected and transported to our laboratory for permeability testing (one horizontal test and one vertical test at each of 10) locations. Additionally, 3 auger borings were requested in the existing berm areas. The field testing is summarized below for each portion of the project.

EAST SIDE HANGARS

Location	Testing
Roadway and Taxiway	9 SPT Borings @ 10 feet
Ponds and Swales	6 SPT Boring @ 15 feet 1 horizontal and vertical permeability test at each boring (12 total)
Hangars	2 SPT Borings @ 25 feet
Existing Berms	3 auger borings @ 8 feet

HAWKEYE VIEW LANE REALIGNMENT

Location	Testing
Roadway	6 SPT Borings @ 10 feet
Swales/Ponds	4 SPT Boring @ 15 feet 1 horizontal and vertical permeability test at each boring (8 total)

Note: We have included in the budget 6 hours of time for boring location access and limited clearing.

Laboratory Services

Once the proposed field work is completed, an engineer will evaluate the collected field data and soil samples. Laboratory tests on the soil samples obtained in the field will be performed in order to determine the physical properties of the soils.

Geotechnical Engineering Analysis and Report

The information provided by the field exploration and laboratory testing programs will be utilized to formulate appropriate recommendations to facilitate earthwork preparation, preliminary foundation design, pavement and drainage design. A geotechnical engineer, registered in the State of Florida, will oversee the study. The results of our study will be conveyed in a written report.

The written geotechnical report will contain the following information:

1. A brief discussion of the existing site conditions.
2. Pertinent project information.
3. Soil boring logs indicating soil stratification, groundwater levels, and lab testing results.
4. Plan showing the boring locations.
5. An engineering evaluation of the subsurface conditions regarding the proposed construction.
6. Provide site preparation and earthwork recommendations.
7. Provide preliminary recommendations regarding hangar foundation design.
8. Provide recommendations to guide pond and swale design.
9. Provide recommendations to guide pavement design.
10. Provide recommendations for quality control testing services.

Schedule

Field exploration services can typically commence within 4 to 5 weeks after authorization. A report can be issued within approximately three weeks after completion of the field exploration. It is estimated the field work will take approximately 4 to 5 days to complete.

We propose performing the scope of services listed above for a lump-sum fee of **\$14,391.00**. We will notify you immediately if we encounter any unforeseen conditions at the site that may require additional services.

We require written approval of this proposal prior to performing any work. The right of entry to the property from the Client is considered granted by the acceptance of this proposal. Please understand that some damage to the existing site including vegetation (landscaping, grass, weeds, ground rutting, etc.) will occur during the normal process of performing the soil borings. While we will attempt to limit any such damage during the site access and drilling of the site, the

restoration of any damage is not included in the scope of this proposal. Limited clearing will be performed in order to access some boring locations.

We will call in utilities for the area, according to State law. We request that the locations of known utilities be provided to us. A private utility location service may be utilized by others in order to increase the likelihood of detecting potential utilities. Locating utilities with a private locator is not addressed in this proposal.

PAYMENT COMPLIANCE

The parties (client and Jackson Geotechnical Engineering) agree the fee mentioned above (\$14,391.00) will be paid to Jackson Geotechnical Engineering prior to release of the engineering report. The payment for our services is not dependent on bank loans, closings, or any other outside funding sources. A late fee of 1.5% per month will be assessed on any past-due invoices.

CLOSURE

Thank you for requesting this proposal from Jackson Geotechnical Engineering. Please call us at 904-252-2292 if you have any questions.

Respectfully submitted,

JACKSON GEOTECHNICAL ENGINEERING

Jeff S. Jackson, P.E.
President

Eastside Hangars and Hawkeye View Lane Realignment
St. Augustine, Florida
JGE Proposal #22-427.1

AUTHORIZATION/PROPOSAL ACCEPTANCE

By signing this proposal, you state that you have read, understand and accept, the terms and conditions contained within this proposal, and have familiarized yourself and your organization with the Payment Compliance portion of this proposal. All information must be complete prior to commencement of services (including field work scheduling).

Name (Printed)	Signature	Date
Client		

Email Address	Phone	Fax

Address

City, State	Zip



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

June 24, 2022
Sent Electronically

Mr. Matt Singletary, PE
Project Manager
Passero Associates LLC
msingletary@passero.com

Re: North Florida Regional Airport Development Area
Water Supply Planning Update

Dear Mr. Singletary:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to Passero Associates LLC for engineering assistance with evaluation of the water supply planning for a proposed hangar development on the North side of the St. Johns County Airport in addition to reviewing water supply needs for the South side of the St. Johns County Airport (Estrella Avenue). In 2018, 4Waters completed a Water and Wastewater Evaluation for the Airport, which was an appendix to the Master Plan Update. This proposed effort will update the 2018 Water and Wastewater Evaluation to determine water supply planning needs for the following proposed developments:

North Side - Eight (8) sperate hangar units each with 25,000 SF hangar space and 5,000 SF office space, potential 19-acre future aviation development and potential Northrop Grumman expansion.

South Side – Area south of the runway, bounded by Estrella Avenue, Araquay Avenue and Indian Bend Road (terminals, hangars, multi-purpose buildings, aviation development, maintenance, etc.).

It is our understanding that a potential new water main loop crossing the airfield has been proposed, however it has not been determined if this is the best alternative to provide sufficient water supply, pressure and fire flow for the proposed developments. It is intended that 4Waters will assist in this determination.

4Waters proposes the following scope of work to provide recommendations for potential solutions to handling the water needs of the NFRA proposed development areas. These efforts will be completed separately for both the North Side (Task 1) and the South Side (Task 2).

Scope of Work:

- Water Demands –
 - Projected build-out water demands utilizing information provided by Passero
 - Average daily flow
 - Peak hour
 - Typical fire flow
- St. Augustine Public Works Department Coordination –
 - Coordinate with City Public Works staff to determine if the City has sufficient capacity at the existing water treatment plant/facilities to provide service for the estimated build-out

- Coordinate with City Public Works staff to obtain recent fire flow hydrant testing
- On-Site Water Facilities –
 - Based on the outcome of the previous efforts, the need for on-site water facilities will be addressed. Such facilities may include:
 - Water Treatment Plant
 - Water Wells
 - Water Storage and Booster Pumping
 - Water main extension and looping
 - Should land be needed for these facilities, 4Waters will coordinate with Passero regarding the amount of land needed, feasible and suggested location, and necessary site/equipment elevations to meet regulatory requirements.

4Waters will develop a technical memorandum summarizing the results of Tasks 1 and Task 2 and will meet with Passero and the NRFA team to review and discuss. It is anticipated that this will be an appendix to the original 2018 Water and Wastewater Evaluation.

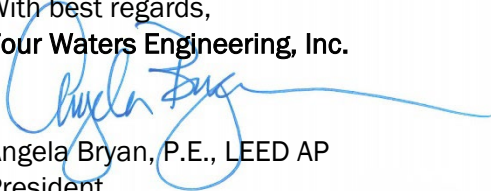
Schedule and Professional Service Fees

We are available to begin work immediately upon execution of an agreement. We understand time is of the essence and will work to complete the noted tasks within 75 days. Our proposed not-to-exceed fee for the effort is \$10,000 for Task 1 and \$5,000 for Task 2. Our hourly rate structure is provided below:

Position	Hourly Rate
Principal Engineer	\$165.00
Senior Engineer	\$150.00
Staff Engineer	\$125.00
Engineering Associate	\$115.00
CAD/GIS	\$95.00
Engineer Intern	\$85.00
Administrative	\$65.00

We appreciate this opportunity to work with Passero and the NFRA. If you have any questions, please contact me at abryan@4weng.com or (904) 414-2400 Ext. 51.

With best regards,
Four Waters Engineering, Inc.


Angela Bryan, P.E., LEED AP
President



Via Email: (msingletary@passero.com)

Ref: 5675.00

June 1, 2022

St. Augustine - St. Johns County Airport Authority
C/O Matt Singletary, PE
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Re: Airport Entrances Traffic Signal Warrant Study & Access Management Plan Proposal
St. Johns County, Florida

Dear Mr. Singletary:

LTG, Inc. (LTG) is pleased to provide the following proposal to conduct traffic engineering and transportation planning services on behalf of the proposed Traffic Signal Warrant Study and Access Analysis (the PROJECT), at the US 1 intersection with Gun Club Road and a planned new access to the existing T-intersection of US 1 at 5th Street in St. Johns County (the COUNTY), Florida. For the purpose of this proposal/agreement, Passero Associates, LLC, will be referred to as the CLIENT. The following Scope of Services (the SCOPE) describing LTG's work to be conducted under this Agreement is described below.

SCOPE OF SERVICES

LTG shall prepare the traffic studies required for the PROJECT in accordance with procedures as noted in the Florida Department of Transportation (FDOT) guidelines.

Task 1 – TSWS (US 1 and Gun Club Rd)

LTG shall conduct a TSWS according to the FDOT standards as defined in the Manual on Uniform Traffic Studies and the Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD) with the planned development to determine the need for a traffic signal at the intersection of US 1 and Gun Club Road. LTG shall collect existing peak period turning movement counts and 24-hour tube counts for each approach to the intersection during a typical Tuesday-Wednesday-Thursday for the background traffic. The background traffic volumes will be applied with growth rates based on historical data, in following with FDOT standards, to the projected build years of the planned developments. Crash data will be collected from FDOT sources.

LTG shall develop a trip generation table of land uses by phases to determine a time frame for the conditions that are applicable for traffic signal control. LTG will run the Northeast Florida Regional Planning Model (NERPM) to determine the distribution of the projected trips generated by the planned developments. PROJECT trip generation will be obtained from documented sources such as the Institute of Transportation Engineers' (ITE) Trip Generation Report, 10th Edition.

Task 2 – TSWS (US 1 and 5th St)

LTG shall conduct a TSWS according to the FDOT standards as defined in the Manual on Uniform Traffic Studies and the Federal Highway Administration Manual of Uniform Traffic Control Devices (MUTCD) with the planned development to determine the need for a traffic signal at the US 1 and 5th Street intersection. LTG shall collect existing peak period turning movement counts and 24-hour tube counts for each approach to the intersection during a typical Tuesday-Wednesday-Thursday for the background traffic. The background traffic

volumes will be applied with growth rates based on historical data, in following with FDOT standards, to the projected build years of the planned developments. Crash data will be collected from FDOT sources.

LTG shall develop a trip generation table of land uses by phases to determine a time frame for the conditions that are applicable for traffic signal control. LTG will run the NERPM to determine the distribution of the projected trips generated by the planned developments. PROJECT trip generation will be obtained from documented sources such as the ITE Trip Generation Report, 10th Edition.

Task 3 – FDOT Access Management Plan

LTG shall prepare an Access Management Plan for the PROJECT according to procedures required by FDOT for driveway permit application on a build condition that satisfy a warrant for traffic signal control. LTG will run the NERPM to determine the PROJECT distribution. PROJECT trips will be assigned to the PROJECT driveways based on the results of NERPM. Traffic data will be collected at the US 1 and Indian Bend Road intersection for the a.m. and p.m. peak hours along with the count scheduled at the US 1 and 5th Street intersection. The intersection and connecting roadway segments will be analyzed using the current version of the Highway Capacity Software (HCS), which is based on the Highway Capacity Manual. The US 1 segment at the intersections with Gun Club Road, 5th Street, and Indian Bend Road is an Access Class 03 with a minimum connection spacing of 660 feet, directional median spacing of 1,320 feet, full access median opening of 2,640, feet and minimum signal spacing of 2,460 feet. The Access Management Plan will include an evaluation of the Indian Bend Road and median closure, right of way requirements, if any, and re-distribution of traffic to the area roadway network.

LTG shall analyze the impacts of the PROJECT trips within the study area intersections based on the trip generation, the trip distribution, the existing traffic counts and the projected background growth through the build-out year of the planned development phases. LTG's analysis shall include a recommendation for queue length, deceleration length and taper for any turn lanes required at the PROJECT entrances.

LTG shall prepare a draft Access Management Plan for the CLIENT's review documenting the study procedures and findings and including data summaries in tabular and graphic formats. Raw data and detailed analysis reports shall be included as appendices along with the site plan. The draft report shall be provided to the CLIENT for review and comment. LTG shall address the CLIENT's comments, finalize the report for master planning purposes.

Task 4 – Response to Comments

LTG shall provide written responses to CLIENT review comments in a timely manner. LTG shall address any comments raised by the CLIENT and make the appropriate revisions to the response prior to finalizing the reports.

Task 5 – Meetings and Conference Calls

LTG shall prepare for and attend meetings, including conference calls, on an as-needed basis at the direction of the CLIENT regarding Tasks 1 through 3.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, any specified retainer and site plan (collectively known as the AUTHORIZATION). LTG shall initiate **Task 1 (US 1 at Gun Club Road TSWs)**, **Task 2 (US 1 at 5th Street TSWs)**, and **Task 3 (Access Management Plan)** concurrently upon AUTHORIZATION. LTG shall submit a preliminary TSWs report to the CLIENT for review within six (6) weeks following the collection of the traffic volume data. Traffic data collection are performed during periods when the area public schools are in session. The St. Johns County School District is scheduled to open the 2022-2023 school year on August 10, 2022. LTG shall respond to CLIENT comments, revising the report as appropriate, and submit final, signed and sealed copies of the TSWs and Access Management Plan within two (2) weeks of the receipt of the CLIENT's comments. **Task 4 (Response to Comments)** and **Task 5 (Meetings & Conference Calls)** will be conducted on an as-needed basis up to the budgeted task amount.

COMPENSATION

Task	Type	Fee/ Budget
Task 1 – TSWs (US1 and Gun Club Rd)	Fixed	\$10,500.00
– Traffic Data Collection (up to 1 Intersection TMC, 72-hour Tube Count at 1 Intersection) Sub-consultant	Fixed	\$1,500.00
Task 2 – TSWs (US1 and 5 th St)	Fixed	\$10,500.00
– Traffic Data Collection (up to 2 intersection, 72-hour Tube Counts at 1 Intersection) Sub-consultant	Fixed	\$2,000.00
Task 3 – FDOT Access Management Plan	Fixed	\$8,400.00
Task 4 – Response to Comments	T&E	Time & Expenses
Task 5 – Meetings & Conference Calls	T&E	Time & Expenses

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:

- Provision to LTG of a properly executed contract PRIOR to LTG performing services identified;
- Development program to be evaluated, build year by phases and site plans
- Advance notice of meetings requiring LTG staff attendance; and
- Payment of LTG invoices as defined in Attachment B.

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:

- TSWs and Access Management Plan submission to FDOT (to be covered under a separate agreement, as needed)

- ICE Analysis (to be covered under a separate agreement, as needed)
- Traffic signal and roadway design (to be covered under separate agreement as needed);
- Traffic signal system timings (to be covered under separate agreement);
- Signing and paving markings other than those required for traffic signal control, (i.e., STOP lines, turn arrows and pedestrian crossings). Unless Authorized per optional scope included;
- As-built drawing preparation;
- Modifications to the CLIENT provided base plans and development program occurring subsequent to LTG receiving authorization to proceed;
- Surveying and mapping services;
- Pavement Design;
- Design services outside of the project limits; and
- Utility coordination and Utility adjustment design

ACCEPTANCE OF TERMS

If the preceding SCOPE and terms are satisfactory, please sign below indicating your acceptance of the content and return the executed document in its entirety to me at ncaparas@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.

Nelson Caparas, PE
Senior Project Manager

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 C 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.

PASSERO ASSOCIATES, LLC.

By: _____

By: _____

Name: Gil Ramirez, PE

Name: _____
(Please type or print)

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____



ATTACHMENT A
Standard Hourly Billing Rates
Effective July 1, 2021

BILLING CODE	LABOR CATEGORY	HOURLY RATES
1	Chief Engineer	\$ 255
2	Sr. Project Manager	\$ 215
3	Project Manager	\$ 185
4	Sr. Project Engineer/Sr. Project Planner	\$ 150
5	Project Engineer/Project Planner/Project Coordinator	\$ 140
6	Sr. Engineer Intern	\$ 120
7	Engineer Intern/Planning Intern/Sr. Transportation Analyst	\$ 110
8	Sr. Designer	\$ 130
9	Designer	\$ 100
10	Sr. Technician/Technical Writer/Transportation Analyst	\$ 95
11	Technician	\$ 80
12	Administrative Assistant	\$ 80
13	Secretary	\$ 70
14	Comptroller	\$ 190
15	Executive Admin	\$ 135
16	Student Intern	\$ 70
17	Business Development	\$ 130
COURT TESTIMONY		
40	Actual Testimony	\$ 400
40	Preparation Time	\$ 400

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
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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 warrants 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.

Revenue:

Operating Revenue @ 95%

Fuel	\$416,556
Leases	\$3,673,009
Operating Agreements	\$242,537
Adjusted Total Operating Revenue	\$4,332,102

Non-Operating Revenue

Reserves Forward	\$4,500,000
Loans	\$0
Grants	\$3,021,907
Total Non-Operating Revenue	\$7,521,907

Total Revenue

\$11,854,010

Expense:

Personnel Expense

All Items	\$1,403,889
Total Personnel Expense	\$1,403,889

Operating Expense

All Items	\$1,735,780
Total Operating Expense	\$1,735,780

Total Operating & Personnel Expenses **\$3,139,669**

Non-Operating Expense

Debt Service	\$0
Reserves	\$4,307,175
Capital	\$4,407,165
Total Non-Operating Expense	\$8,714,340

Total Expense

\$11,854,010

Operating Revenues and Expenses

	Adopted FY 21-22	Proposed FY 22-23	FY 21/22 vs. 22/23	
			Difference	% Change
Revenues -				
Fuel Service -				
Net Self Service	\$125,891	\$138,480	\$12,589	9.1%
FBO	\$247,500	\$300,000	\$52,500	17.5%
Subtotal -	\$373,391	\$438,480	\$65,089	14.8%
Leases -				
Commercial	\$586,073	\$508,421	-\$77,652	-15.3%
Corporate	\$187,951	\$202,987	\$15,036	7.4%
Major	\$1,979,163	\$2,011,808	\$32,645	1.6%
Other	\$171,439	\$185,154	\$13,715	7.4%
Rental	\$887,040	\$957,955	\$70,915	7.4%
Subtotal -	\$3,811,666	\$3,866,326	\$54,660	1.4%
Agreements -				
Airline Operations	\$163,674	\$127,302	-\$36,372	-28.6%
Operating	\$4,821	\$8,000	\$3,179	39.7%
Use Fees	\$80,001	\$120,000	\$39,999	33.3%
Subtotal -	\$248,496	\$255,302	\$6,806	2.7%
Total Revenue @ 100% -	\$4,433,553	\$4,560,108	\$126,555	2.8%
* Total Revenue @ 95% -	\$4,211,875	\$4,332,102		

Expenses -				
Personnel & Benefits	\$1,331,898	\$1,403,889	\$71,991	5.1%
Airline Operations	\$36,400	\$36,400	\$0	0.0%
Professional Services	\$146,000	\$157,680	\$11,680	7.4%
Travel & Per Diem	\$12,000	\$12,960	\$960	7.4%
Technology	\$60,000	\$64,800	\$4,800	7.4%
Utility Services	\$160,000	\$172,800	\$12,800	7.4%
Leases	\$500	\$540	\$40	7.4%
Insurance-Liability & Property	\$382,000	\$412,560	\$30,560	7.4%
Repairs & Maintenance	\$280,000	\$302,400	\$22,400	7.4%
Outside Communications	\$230,000	\$248,400	\$18,400	7.4%
Government Obligations	\$135,000	\$145,800	\$10,800	7.4%
Office Expense	\$15,000	\$16,200	\$1,200	7.4%
Operating Expenses	\$130,000	\$140,400	\$10,400	7.4%
Publications & Memberships	\$15,000	\$16,200	\$1,200	7.4%
Professional Development	\$8,000	\$8,640	\$640	7.4%
Subtotal -	\$1,609,900	\$1,735,780	\$125,880	
Total Expenses -	\$2,941,798	\$3,139,669	\$197,871	6.3%

Net from Operations -	
Total Revenue -	\$4,332,102
Total Expenses -	\$3,139,669
Net Operating Income (Loss) -	\$1,192,433

Non-Operating

		Adopted FY 21-22	Proposed FY 22-23	FY 21/22 vs. 22/23	
				Difference	% Change
Debt Service					
	Revenue - Proceeds from Borrowing	\$0	\$0	\$0	0%
	Expense - Principal	\$0	\$0	\$0	0%
	Interest	\$0	\$0	\$0	0%
	Sub-Total	\$0	\$0	\$0	
Other - Non-Operating					
	Revenue - Investment Interest	\$0	\$0	\$0	0%
	Ad Valorem Taxes	\$0	\$0	\$0	0%
	Sub-Total		\$0		
	Expense - Other	\$0	\$0	\$0	0%
	Other	\$0	\$0	\$0	0%
	Sub-Total	\$0	\$0	\$0	
Adjusted Net from Operations -					
	Net Operating Income Forward -	\$1,282,083	\$1,192,433		
	Impact of Debt Service -	\$0	\$0		
	Net Operating Income After Debt Service -	\$1,282,083	\$1,192,433		
Capital					
	Grant Proceeds - FAA - PFC	\$0	\$0	\$0	0%
	FAA	\$300,000	\$1,978,649	-\$1,678,649	85%
	FDOT	\$1,085,000	\$1,043,258	\$41,742	-4%
	Airport Authority Match	\$1,120,000	\$1,168,258	-\$48,258	4%
	Sub-Total	\$2,505,000	\$4,190,165	-\$1,685,165	40%
	Expenditure - Construction & Planning	\$2,505,000	\$4,315,165	-\$1,810,165	42%
	Equipment & Non-Grant Capital	\$142,000	\$92,000	\$50,000	-54%
	FAA - PFC Capital	\$0	\$0	\$0	0%
	Sub-Total	\$2,647,000	\$4,407,165	-\$1,760,165	
Adjusted Net from Operations -					
	Net Operating Income After Debt Service -	\$1,282,083	\$1,192,433		
	Capital Grants (All Sources) -	\$1,625,000	\$3,021,907		
	Less Proposed Capital Expenditures -	\$2,887,000	\$4,407,165		
	Sub-Total	-\$1,262,000	-\$1,385,258		
	Operating Income Contribution to Capital -	\$1,262,000	\$1,385,258		
	Sub-Total	\$0	\$0		
	Net Operating Income After Contribution to Capital -	\$20,083	-\$192,825		
Reserves					
	Prior Year Reserves Forward	\$3,500,000	\$4,500,000	\$1,000,000	22%
	Net Operating Income to Reserve	\$20,083	-\$192,825	-\$212,908	110%
	Reserves Contribution to Budget	\$0	\$0	\$0	0%
	Sub-Total	\$3,520,083	\$4,307,175	\$787,092	

Capital

Preliminary Budget

Non-Grant Construction & Equipment

IT/Security EOL Replacements	\$50,000
	\$0
	\$0
Full-Size P/U Truck	\$22,000
Copier	\$20,000
Sub-Total	\$92,000

Construction & Planning

	<u>TOTAL COST</u>	<u>FAA 90%</u>	<u>FDOT 50%</u>	<u>FDOT 5%</u>	<u>Authority</u>
Taxiway "B" - Construction (new FAA AIP)	\$1,865,165	\$1,678,649		\$93,258	\$93,258
Terminal Access Road Improvements (holdover)	\$1,900,000	\$0	\$950,000	\$0	\$950,000
ATC Tower Equipment Replacements (BIL Grant @ 100%)	\$300,000	\$300,000			
Strategic Planning (new FDOT)	\$250,000		\$125,000		\$125,000
Sub-Total	\$4,315,165	\$1,978,649	\$1,075,000	\$93,258	\$1,168,258

Construction & Planning Project Funding By Source

		<u>Percent of Total</u>
Federal Funds (FAA)	\$1,978,649	45.85%
State Funds (FDOT)	\$1,043,258	24.18%
Authority Contribution to Capital Requirement	\$1,168,258	27.07%
Sub-Total	\$4,190,165	97.10%

TOTAL - Capital Equipment & Construction/Planning	\$4,407,165
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Personnel Expenditures

Preliminary Budget	Adopted	Proposed	FY 21/22 vs. 22/23	
	FY 21-22	FY 22-23	Difference	% Change
Total # of Employees	13FT/3PT	13FT/2PT		
Salaries				
Existing Positions	\$893,925	\$918,636		
Reserve for Adjustments	\$26,970	\$24,712		
Travel, Overtime & Auto	\$27,716	\$27,716		
Sub-Total	\$948,611	\$971,064	\$22,453	2.3%
Taxes				
FICA, SUTA, Workers Com	\$86,959	\$97,728	\$10,769	11.0%
Sub-Total	\$86,959	\$97,728	\$10,769	11.0%
Benefits				
Retirement	\$131,412	\$168,744	\$37,332	22.1%
Insurances	\$154,504	\$166,353	\$11,849	7.1%
Sub-Total	\$285,916	\$335,097	\$49,181	14.7%
TOTAL	\$1,321,486	\$1,403,889	\$82,403	5.9%