Docusign Envelope ID: 0625B638-A979-4F33-9CF7-A64102CDFC78

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Engineering Design Services for Cecil Mega Site Rail Spur

Requested Action and Justification:

Recommend approval to amend the award with STV, Inc. to implement amendment #2 in the amount of $226,770.67 which incorporates the attached Scope of Services and Fee Summary, Exhibits E and F. The new NTE amount will be $1,147,708.70.

To be executed via formal contract amendment through the Office of General Counsel.

Supplier:	STV Incorporated	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	10/03/2024

POA #:	71791-25	**PO #:**	694857-25	**Change Order #:**	N/A
Solicitation #:	PDS 16001 24	**Contract #:**	71791-25	**Contract ADM #:**	2
Term:	Project Completion (Term NTE 5 Years)	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	32124	**Center:**	105325	**Acct:**	565050	**Proj:**	010668	**Activity:**	0000000000	$ 226,770.67
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,147,708.70	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT		
Concurrence:	Signed by: Scott Carter, PE 7D991F8ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 8/4/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 8/5/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: Robert Waremburg, for Justin Freeman 8/11/2026
Name:	Kemp, Benjamin	**Name:**	Justin L. Freeman 4812CA1D431247A...

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

SCOPE OF SERVICES

JULY 8, 2026

CECIL MEGA SITE RAIL SPUR

AMENDMENT #2

AT-GRADE CROSSING SIGNAL DESIGN

1.0 SCOPE OF PROJECT:

The purpose of this supplemental amendment is to provide at-grade rail crossing signal and protection design services to support the City of Jacksonville's (COJ) Cecil Mega Site Rail Spur (Rail Spur) project. This design will include the addition of an at-grade crossing to the Rail Spur currently under construction that complies with all applicable standards. This effort will include coordination with regulatory agencies, rail operator coordination (CSX), acquiring necessary permits, and generating engineering estimates of probable construction cost and the project bid specifications.

The location of the proposed rail crossing is at the intersection of the existing Pope Duval Park access road and the proposed rail spur, just north of the existing I-10 bridge. This crossing will expand the Rail Spur, currently under construction, to allow the general public continued safe access to the Pope Duval Park.

STV Incorporated (CONSULTANT) is expected to provide the drawings, sketches, and other documents required for final design and permitting.

CONSULTANT'S services on the project include two phases:

1. Final Signal Design
2. Post Design Services during Bidding & Construction.

This agreement includes only the first phase (Final Design).

2.0 TECHNICAL REQUIREMENTS:

A. Design, Plans Preparation and Coordination:

1. Rail Signal Design

The CONSULTANT will provide sufficient design to include all necessary plans and specifications to construct an at-grade crossing on Pope Duval Park's existing unpaved access road.

3.0 SERVICES:

The CONSULTANT shall provide the following services as part of this supplemental amendment:

- Specifications Package Preparation

- Estimated Quantities Report
- Contract Maintenance and Project Documentation
- Coordination will all necessary stakeholders
- 30%, 90% and Final Design Submittals Including:
    - Existing conditions field diagnostic review & analysis.
    - Specifications outline.
    - At-grade crossing signal and protection plans.
    - Crossing warning calculations.
    - Construction cost estimate.
    - Implementing review comments.
- Geotechnical Engineering Coordination
    - Coordinate geotechnical investigation for two signal gates.

4.0 CITY RESPONSIBILITIES:

The Project Manager will provide timely reviews of the CONSULTANT's work in accordance with the schedule agreed upon between the Project Manager and the CONSULTANT. Each review period by COJ shall be approximately two weeks, at which time all comments will forwarded to the CONSULTANT in writing.

5.0 NOTICE TO PROCEED:

No work on this project shall be performed until a contract has been executed and Notice to Proceed is issued which specifically authorizes such work.

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Exhibit F

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
Cecil Mega Site Rail Spur - At-Grade Crossing Design	16001-24
3. Name of Consultant STV Incorporated	4. Date of Proposal 7/8/2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$126.25	56	$7,095.25	
Project Manager	$78.57	281	$22,062.46	
Asst. Project Manager	$60.40	112	$6,782.92	
Chief Engineer	$99.76	56	$5,606.51	
Senior Engineer	$94.95	225	$21,325.77	
Project Engineer	$68.85	112	$7,731.86	
Engineering Intern	$38.72	112	$4,348.26	
Design Intern	$25.00	112	$2,807.50	
Clerical	$24.38	56	$1,370.16	
TOTAL DIRECT LABOR		1,123	Hours	$79,130.68
6. Overhead (Combined Fringe Benefit & Administrative)			150.00%	$ 118,696.01
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 197,826.69
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 19,782.67

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. SUBCONTRACTS (Limiting Amount)	$9,161.31
Meskel (Geotech)	
SUB-CONTRACT SUB-TOTAL	$9,161.31
Less Reimbursable Costs (Limiting Amount)	
TOTAL LIMITING AMOUNT (Items 5, 6, 8, 9 and 10)	$226,770.67
11. REIMBURSABLE COSTS (Limiting Amount)	
SUB-TOTAL REIMBURSABLES	$0.00

PART IV - SUMMARY

TOTAL AMOUNT (Limiting Amount Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 226,770.67**
12. CONTRACT AMOUNT	$ 226,770.67

APPROVED
B. SCOTT
7-23-26

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Exhibit F

CDN 6256.486 Cecil Mega Site Rail Spur
Pope Duval Park At-Grade Crossing Design

July 8, 2026
By: DMR

Item Description	Item Quantity	Hours Each	Hours Total	Remarks
1 Project General Tasks				
Specification Package Preparation	1	30	30	30 hrs. for assembling the Specifications Package. Includes incorporating multiple TSPs for Rail Signalization.
Project Manager Meetings	16	2	32	Meetings: Design Analysis (5), Progress Meetings (5), Phase Reviews (3), Utilities (3)
Contract Maintenance and Project Documentation	1	32	32	4 hours per month for contract maintenance at 6 month schedule. Final project documents = 8 hours.
Other Project General Tasks	1	14	14	Digital Delivery 8 hours for one EOR + 2 additional EORs at 3 hours each.
Tasks 1 Subtotal =			**108**	
2 Coordination				
Design Kickoff Meeting	1	4	4	Design kickoff meeting
Technical Design Meetings	12	2	24	Bi-Weekly design team meeting
Rail Coordination	5	2	10	Coordinating CSX regarding proposed at-grade crossing / signal design.
FDOT Coordination	3	2	6	Coordinating with FDOT regarding proposed at-grade crossing / signal design.
Utility Coordination	4	2	8	Coordinating with JEA regarding power to at-grade crossing
Tasks 2 Subtotal =			**52**	
3 Field Review	2	4	8	2 Field reviews
Tasks 1 thru 3 Subtotal =			**168**	

Exhibit F

CDN 6256.486 Cecil Mega Site Rail Spur
Pope Duval Park At-Grade Crossing Design

July 8, 2026
By: DMR

Item Description	Item Quantity	Hours Each	Hours Total	Remarks
4 30% Design Submittal				
Field Diagnostics Review/Analysis	1	70	70	
Specifications Outline	1	20	20	
Plan Set	1	210	210	
Crossing Warning Calculations	1	105	105	
Construction Cost Estimate	1	25	25	
Tasks 4 Subtotal =			**430**	
5 90% Design Submittal				
Field Diagnostics Review/Analysis	1	50	50	
Specifications Outline	1	40	40	
Plan Set	1	170	170	
Crossing Warning Calculations	1	85	85	
Construction Cost Estimate	1	15	15	
Tasks 5 Subtotal =			**360**	
6 Final Design Submittal				
Field Diagnostics Review/Analysis	1	20	20	
Specifications Outline	1	20	20	
Plan Set	1	80	80	
Crossing Warning Calculations	1	40	40	
Construction Cost Estimate	1	5	5	
Tasks 6 Subtotal =			**165**	
Tasks 4 thru 6 Subtotal =			**955**	

STV Total Estimated Staff hours **1123** hrs.

Docusign Envelope ID: 0625B638-A979-4F33-9CF7-A64102CDFC78

Exhibit F

Meskel & Associates Engineering
Geotechnical Engineering • Materials Testing
CEI Services • Environmental Consulting

April 28, 2026

Mr. Derek Reda, P.E.
STV
4345 Southpoint Boulevard, Suite 200
Jacksonville, Florida 32216

Subject: Proposal for Geotechnical Exploration and Engineering Services
Cecil Rail Spur - Signal Gates
Otis Road W/O I-10, Jacksonville, Florida
MAE Proposal No. 260150

Dear Mr. Reda:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. This proposal was requested by you via electronic correspondence on April 21, 2026. Your correspondence detailed the number and locations of the proposed new at-grade crossing signal locations requiring foundation design information.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions for the proposed construction. Based on the provided information, the following table summarizes the requested scope and our proposed services.

Test Location	Test No. & Type	Test Depth ft below existing ground
Signal Gates	2 SPT Borings[1]	30
	2 Bulk Samples (Corrosion Series Testing)	Upper 5 feet

1. Standard Penetration Test boring. SPT drives and sampling to occur continuously in the upper 10 feet and every 2.5 feet below 10 feet.

The site appears to be accessible with our ATV-mounted drilling equipment. We will locate the borings using our hand-held GPS equipment to within 3 meters (+/- 10 feet). In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the Owner. SPT boring will be performed in general accordance with ASTM D1586 procedures.

Once the SPT borings are completed, they will be backfilled with grout per St. Johns River Water Management District guidelines. We will take all reasonable precautions to prevent damage to the existing site beyond that which is required to access and drill the borings. The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory, where the logs will be reviewed, and the samples will be classified by a geotechnical engineer in general accordance with ASTM D2488.

If unusual or unanticipated soil conditions are encountered during drilling prior to or at the anticipated termination depths, we will contact you to immediately to discuss the matter. We will not explore depths beyond our scope of services without your consent.

Laboratory classification, soil index tests, and corrosion series testing will be performed in general accordance with ASTM and/or Florida Method (FM) procedures for each applicable test as necessary on selected soil samples to confirm the soil and/or environmental classification and provide engineering characteristics to estimate compressibility and foundation support characteristics.

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

- Our understanding of the planned construction and general description of the project;
- A boring location plan detailing the location of the borings and type of equipment used;
- Field exploration procedures and soil sampling methods used;
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer, any fluid loss(es) during drilling, and SPT-N values at each sample interval;
- The laboratory test procedures performed, and the results obtained;
- Recommendations for engineering design parameters for foundation/drilled shaft design; and
- Signed and sealed core boring sheets for the project plans, if requested.

Based on the scope of the services outlined above, we propose completing our work for a lump sum fee of $**9,161.31**. The fee above includes submittal of an electronic signed and sealed report. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to greater depths, and/or if additional analysis/evaluation outside the scope of this proposal is necessary.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within approximately 2 weeks of authorization, once the utilities have been marked and located. We anticipate the fieldwork will take 2 to 3 days to complete. Verbal results can be provided within 3 to 4 days after completion of the field work if requested.

Laboratory testing will take up to 1 week to complete depending on the amount of lab testing assigned. We plan to submit our engineering report within 2 to 3 weeks following completion of the field exploration.

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

Sincerely,

Meskel & Associates Engineering, PLLC

Marlon C. Verceles, E.I.
Staff Engineer

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Derek Reda, P.E. – STV One (1) e-mail copy

Attachments: COJ Fee Estimate

Exhibit F

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Cecil Mega Site Rail Spur - Signals	**2. Proposal No. / Contract No.** 16001-24
3. Name of Consultant Meskel & Associates Engineering, PLLC	**4. Date of Proposal** December 6, 2024

PART II - LABOR RELATED COSTS

5. Reimbursable Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 77.03	0	$ 0.00	
Senior Project Engineer	$ 77.00	2	$ 154.00	
Project Manager	$ 60.10	4	$ 240.40	
Engineering Intern	$ 34.13	6	$ 204.78	
Engineering Technician	$ 27.75	4	$ 111.00	
Draftsperson/CAD Operator	$ 34.13	4	$ 136.52	
Senior Field Technician	$ 35.00	4	$ 140.00	
Clerical	$ 28.00	3	$ 84.00	
TOTAL REIMBURSABLE LABOR	$39.66	27		$ 1,070.70
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	200 % x Total Direct Labor			$ 2,141.40
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 3,212.10
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 321.21

PART III - OTHER COSTS

9. Miscellaneous Reimbursable Costs				
Field Exploration				
209-Asphalt Pavement Coring - 4in dia with Base Depth Check	0	$180.00	$ 0.00	
401-Geo Auger Borings-H& & Truck/Mud Bug	0	$12.00	$ 0.00	
418-Geo Drill Crew Support Vehicle	2	$260.00	$ 520.00	
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	8	$48.00	$ 384.00	
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	0	$56.00	$ 0.00	
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	0	$68.00	$ 0.00	
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	60	$7.50	$ 450.00	
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	0	$8.50	$ 0.00	
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	0	$9.50	$ 0.00	
478-Geo SPT Truck/Mud Bug 0-50 Ft	60	$16.00	$ 960.00	
479-Geo SPT Truck/Mud Bug 50-100 Ft	0	$19.00	$ 0.00	
480-Geo SPT Truck/Mud Bug 100-150 Ft	0	$30.00	$ 0.00	
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	60	$12.00	$ 720.00	
499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	0	$14.00	$ 0.00	
500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	0	$16.00	$ 0.00	
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	2	$240.00	$ 480.00	
538-Geo Clearing Equipment	0	$2,000.00	$ 0.00	
539-Geo Wash Boring, 0-50 Ft	0	$12.50	$ 0.00	
610-Mobilization Drill Rig Track Mount	0	$2,500.00	$ 0.00	
614-Mobilization Mudbug/All Terrain Vehicle	1	$750.00	$ 750.00	
620-Mobilization of Clearing Equipment	0	$650.00	$ 0.00	
GPR Services – Utility Locates, Day	0	$1,300.00	$ 0.00	
MOT Services – Flagging Operation, Day	0	$2,500.00	$ 0.00	
Laboratory Testing				
817-Soils Moisture Content Laboratory AASHTO T265	8	$21.00	$ 168.00	
812-Soils Materials Finer than 200 Sieve FM 1-T011	8	$50.00	$ 400.00	
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	0	$75.00	$ 0.00	
819-Soils Organic Content Ignition FM 1 T-267	2	$50.00	$ 100.00	
811-Soils Liquid Limit AASHTO T89	2	$60.00	$ 120.00	
826-Soils Plastic Limit & Plasticity Index AASHTO T90	2	$58.00	$ 116.00	
805-Soils Corrosion Series FM 5-550 through 5-553	2	$230.00	$ 460.00	
803-Soils Consolidation - Constant Strain ASTM D4186	0	$525.00	$ 0.00	
MISCELLANEOUS REIMBURSABLE COSTS SUB-TOTAL				$ 5,628.00
10. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$ 9,161.31
11. REIMBURSABLE COSTS (Limiting Amount)				
			0.00	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Reimbursable) (Items 5, 6, 8, 9, 10 and 11)	**$ 9,161.31**

PROPOSAL AUTHORIZATION
For Geotechnical Services
Cecil Rail Spur - Signal Gates
Otis Road W/O I-10, Jacksonville, Florida
MAE Proposal No. 260150

Billing Information:

Company Name: _____

Attention: _____
Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Parties To Receive Reports.

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged $100 for each additional copy.

MAE invoices should be received by you by the _____ of each month (date required for your processing).

The Client representative named below has read the General Conditions that are attached and made a part of this proposal and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

Meskel & Associates Engineering, PLLC (MAE) (MAE) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). MAE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by MAE. Client will be invoiced for additional services at MAE's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by MAE with respect to the Project, MAE shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by MAE (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in MAE's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by MAE (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. MAE's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. MAE's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications, and other documents applicable to the contractor's obligations, MAE shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by MAE.

Neither site visits for any purpose nor the observation by MAE of any contractor's work are included in MAE's scope of services unless specifically set forth in this Agreement. If MAE is engaged to visit the site and conduct observations of a contractor's work, MAE shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as MAE deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. MAE shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, MAE shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor, or material supplier, against either the Client or MAE.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of MAE personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

MAE will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. MAE shall furnish insurance certificates, lien waivers, affidavits, or other reasonably available documents as and when requested by Client provided all amounts due to MAE have been paid.

Payment is due within thirty (30) days after the receipt of the invoice. MAE shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay MAE for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify MAE within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and MAE shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If MAE is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre- trial hearing or conference, as to any work performed by anyone in connection with the Project, MAE shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

MAE is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of MAE, nor the presence of MAE's employees and subcontractors shall be construed to imply MAE has any responsibility for job safety or any activities on site performed by personnel other than MAE's employees or subcontractor.

5. STANDARD OF CARE

Service performed by MAE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, MAE shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, MAE. Client acknowledges that MAE's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client.

6. INSURANCE

MAE represents that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that MAE has insurance coverage under public liability and property damage insurance policies. MAE shall, at its own cost and not as a reimbursable expense, secure and maintain insurance policies as required. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by MAE, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to

maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non- binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and MAE shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, shall be decided by litigation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of MAE's Services, whichever date shall occur earlier. All mediation or litigation shall take place in Duval County, Florida, unless the parties agree otherwise. The fees of the mediator and the costs of transcription and other costs incurred by the mediator shall be apportioned equally between the parties. Thereafter, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs, and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event will MAE be responsible for delays in the work which are beyond our reasonable control or caused by Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors, or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, MAE shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, MAE shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to MAE's completion of all reports contemplated by this Agreement, MAE may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of MAE in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from MAE, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that MAE may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MAE, as instruments of service, shall remain the property of MAE and shall retain all common law, statutory and other reserved rights, including copyrights ("MAE Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, MAE grants Client a non-exclusive license to use the final and complete versions of the MAE Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by MAE, unless expressly set forth herein. If MAE Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of MAE Documents solely and exclusively for use in performing their services or construction for the Project. MAE Documents shall only be used for their intended purpose. MAE Documents are not to be used on other projects, for alternations, extensions, or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to MAE. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the MAE License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand, and will not be used by the Client for any purpose whatsoever. MAE will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by MAE, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without MAE's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

12. FAILURE TO FOLLOW RECOMMENDATIONS

MAE will not be held liable for problems that may occur if MAE's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of MAE in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by MAE under this Agreement or $50,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither MAE nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party. If MAE is considered to be liable jointly with any third parties, the portion of damages payable by MAE shall be limited to the portion of liability which is attributable to MAE's breach of the Standard of Care on a comparative fault basis.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless MAE, and its officers, directors, agents and employees and any of them (collectively, the "MAE Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of MAE's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the MAE Parties), up to an amount not to exceed the greater of $50,000 or the amount of the fees charged for the services provided by MAE in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by MAE and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the MAE Parties shall not be entitled to indemnification hereunder for any Losses resulting from the MAE Parties' gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub- subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the MAE Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any MAE Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of MAE's employees or agents to any hazardous materials at the jobsite.

Upon notice by the MAE Parties, Client shall defend the MAE Parties with counsel chosen by MAE Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the MAE Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the MAE Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that MAE's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event MAE or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of MAE's services, MAE may, without liability for

consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify MAE Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. NON-HAZARDOUS SAMPLE DISPOSAL

Unless other arrangements are made, MAE will dispose of all soil and rock samples remaining at the time of report completion. MAE will store test samples and specimens, or the residue thereof, for up to 90 days free of charge at Client's prior written request. Additional storage time may be obtained at a mutually agreeable cost. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such an event, MAE shall properly contain, label, and store such materials on- site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for MAE to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although MAE will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless MAE in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate MAE for any time spent and expenses incurred in defense of any such claim.

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

It shall be the responsibility of the Client, property Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

19. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of MAE to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: MAE's opinion is based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by MAE. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit MAE to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

20. NO PERSONAL LIABILITY

It is intended by the parties to this Agreement that MAE's services under this Agreement shall not subject MAE's individual employees, officers, shareholders, managers, members, or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against MAE, a Florida limited liability company, and not against any of MAE's employees, officers, managers, members, or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, MANAGER, DIRECTOR, OR AGENT OF MAE SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

21. FORCE MAJEURE/COVID.

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties, state or national emergencies, including the occurrence of any epidemic or pandemic, including coronavirus and the like or any other causes beyond Architect's or Owner's reasonable control. Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, suspension, or termination and work together to mutually determine going forward strategies including schedule concerns.

22. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified, or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then MAE (and all MAE Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with MAE and take all necessary and appropriate actions to qualify MAE (and the MAE Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

MAE Employees: Client agrees not to recruit or hire any MAE employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, MAE shall have the right of injunctive relief, and Client shall pay MAE $25,000 or 25% (percent) of the employee's current annual base salary, whichever is greater, with payment being made within 15 days of MAE's written notice to Client of said violation.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Engineering Design Services for Cecil Mega Site Rail Spur

Requested Action and Justification:

Recommend approval to amend the award with STV Incorporated for Engineering Design Services for Cecil Mega Site Rail Spur. Amendment 1 will be to incorporate the attached Scope of Services, Exhibit A, and Fee Schedule, Exhibit B, for the Post-Design Services required for the project. The Increase is in the amount of $51,856.06, thereby increasing the maximum indebtedness to the city to a total not to exceed amount of $920,938.03.

To be executed via formal contract amendment through the Office of General Counsel

Supplier:	STV Incorporated	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	10/03/2024

POA #:	71791-25	**PO #:**	694857-25	**Change Order #:**	N/a
Solicitation #:	PDS 16001 24	**Contract #:**	71791-25	**Contract ADM #:**	1
Term:	Project Completion	**Options:**	N/a	**Options Used:**	N/a

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	Yes	**Bonds Waived Pursuant To:**	N/A

Fund:	33101	**Center:**	105325	**Acct:**	565050	**Proj:**	010668	**Activity:**	0000000000	$ 51,856.06
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 920,938.03	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT			
Concurrence:	Signed by: Scott Carter, P.E. 20991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	10/29/2025
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	11/5/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4CB96DFACE249C...	**Chief of Procurement:**	Signed by: 11/10/2025 B19F1D517362458...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	11/14/2025	**Date:**	11/14/2025

Signed by:

Docusign Envelope ID: 0625B638-A979-4F33-9CF7-A64102CDFC78

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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SCOPE OF SERVICES

OCTOBER 14, 2025

CECIL MEGA SITE RAIL SPUR

AMENDMENT #1

POST-DESIGN SERVICES

1.0 PURPOSE:

The purpose of this supplemental amendment is to provide post design services to support the City of Jacksonville during the construction phase of the CECIL MEGA SITE RAIL SPUR.

2.0 OBJECTIVE:

The CONSULTANT shall support the City during the construction phase of the project by providing timely assistance.

3.0 SERVICES:

The CONSULTANT shall provide the following services as part of this supplemental amendment:

- Attend select field review meetings
- Attend select Construction Progress Meetings
- Review and comment on requests for information (RFIs)
- Provide design and plan changes as requested by the City.
- Review design and plan changes as requested by the City.
- Review Shop Drawings
- As-Built Plans Review

4.0 CITY RESPONSIBILITIES:

The City will provide CEI and contract administration and the technical reviews of any submittals prepared by the CONSULTANT.

5.0 NOTICE TO PROCEED:

No work on this project shall be performed until a contract has been executed and Notice to Proceed is issued which specifically authorizes such work.

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6.0 EXCLUSIONS:

- Contractor Requests for Change (RFC) or Request for Modifications (RFM) requiring EOR Design involvement are not included as part of base Post-design services and will be additional services.

- Request for Information (RFI) and Plans Revisions requiring greater effort than the quantity assumed above will require additional service effort.

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CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
Cecil Mega Site Rail Spur - Post Design Services	16001-24
3. Name of Consultant	**4. Date of Proposal**
STV Incorporated	10/22/2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$126.25	13	$1,641.25	
Project Manager	$78.57	67	$5,264.19	
Asst. Project Manager	$60.40	27	$1,630.80	
Chief Engineer	$99.76	13	$1,296.88	
Senior Engineer	$94.95	54	$5,127.30	
Project Engineer	$68.85	27	$1,858.95	
Engineering Intern	$38.72	27	$1,045.44	
Design Intern	$25.00	27	$675.00	
Clerical	$24.38	13	$316.94	
TOTAL DIRECT LABOR		268	Hours	$18,856.75
6. Overhead (Combined Fringe Benefit & Administrative)			150.00%	$ 28,285.13
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 47,141.88
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 4,714.19

PART III - OTHER COSTS

9. Miscellaneous Direct Costs	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. SUBCONTRACTS (Limiting Amount) Terracon (Geotech) SES (Permitting)	
SUB-CONTRACT SUB-TOTAL	$ -
Less Reimbursable Costs (Limiting Amount)	
TOTAL LIMITING AMOUNT (Items 5, 6, 8, 9 and 10)	$51,856.06
11. REIMBURSABLE COSTS (Limiting Amount)	
SUB-TOTAL REIMBURSABLES	$ -

PART IV - SUMMARY

TOTAL AMOUNT (Limiting Amount Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 51,856.06**
12. CONTRACT AMOUNT	$ 51,856.06

Approved - B. Scott
10-23-25

Docusign Envelope ID: 0625B638-A979-4F33-9CF7-A64102CDFC78

CDN 6256.486 Cecil Mega Site Rail Spur
Post-Design Services

October 22, 2025
By: DMR

Construction duration:	Days
	270

Item Descirption	Item Quantity	Hours Each	Hours Total	Remarks
1 Support during Procurement	3	20	60	Procurement period assumed 3 months including Pre-bid, Bid-review and contractor selection and before contractor NTP
2 RFI's	10	4	40	Rail, Drainage, Geotech, Utilities, Permitting @ 2 each average = 10
3 Plan Revisions	2	40	80	Assumed three (2) EOR issued sign and sealed Revisions
4 Meetings	10	2	20	Teleconference/Teams. Progress meeting participation (monthly)
	4	4	16	In-person : One (1) Pre-construction plus three (3) other during construction as requested by CEI/Contractor
Tasks 1 thru 4 Subtotal =			**216**	
5 Shop Drawing reviews				
Drainage Structres	23	0.5	11	Review of all drainage structures
Grade Crossing	2	4	8	Review manufacturer's product data and/or shop drawings for the concrete crossing panels.
Bumping Post	1	1	1	Initial =24 hrs plus 2 resubmittals @ 10 and 6 hrs respectively
Other	0	12	0	Contractor submittal for Beam camber, measured deck thicknesses
Task 5 Subtotal=			**20**	
6 Field/Site Visits	4	4	16	Includes 2 Completion/punch list Walk throughs and 2 during construction site visits
7 As-Built Plans Review	1	16	16	Review of Contractor certified As-Built plans
Tasks 6 thru 8 Subtotal =			**32**	

STV Total Estimated Staffhours **268** hrs

Note: Contractor Requests for Change (RFC) or Request for Modifications (RFM) requiring EOR Design involvement are not included in the basic Post-design services and will be additional services. Request for Information (RFI) and Plans Revisions requring greater effort than the number assumed above will require additional service effort.