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# 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: DB Services Downtown Complete Streets and Urban Trails Projects - Adams and Forsyth

**Requested Action and Justification:**

Recommend approval to amend the award with Baker Consulting and Engineering, LLC d/b/a Baker Design Build to incorporate Amendment #2C, which will retain the services of SCAPE to provide an updated conceptual plan from Laura Street to Main Street, include an Urban Strategies Toolkit as detailed Exhibit C-3. Total expenditure in the amount of $121,475.00, for a new GMP of $1,967,422.63.

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

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Baker Design Build | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 05/24/2023 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 70949-24 | **PO #:** | 677101-24 | **Change Order #:** | N/A |
| **Solicitation #:** | DB CDB-0058 23 | **Contract #:** | 70949-24 | **Contract ADM #:** | 2C |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

| | | | |
|---|---|---|---|
| **Federally Funded:** | No | **JSEB Rec:** | Participation |
| **Licenses Verified:** | Yes | **JSEB %:** | 20 |
| **Bonds Required:** | No | **Bonds Waived Pursuant To:** | N/A |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 10801 | **Center:** | 135801 | **Acct:** | 565050 | **Proj:** | 010085 | **Activity:** | 0000000000 | $ 121,475.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 1,967,422.63 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | |
| **Concurrence:** | Signed by: Scott Carter 70991F8ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/11/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 2/11/2026 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860FACE2449C... | **Chief of Procurement:** | Signed by: 2/24/2026 B10F1D517352456... |
| **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:** | | **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.*

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EXHIBIT C-3

BAKER Design Build

Approved 1/14
Ben Koeppen

January 13, 2026

Mr. Scott Carter
City Engineer, City of Jacksonville
Scarter1@coj.net

RE: **Change Order Proposal #04R2 for Amendment 2A, Contract No. 70949-24, Design Build Services for Downtown Complete Streets and Urban Trails Projects – Forsyth & Adams Right of Way Enhancements**

Dear Mr. Carter,

Baker Design Build (BDB) and our Design Consultants have prepared the following change order request for your review and approval of compensation for added services directed by the City of Jacksonville (COJ)

Additional Services
The City of Jacksonville (COJ) Public Works Department requested pricing to produce another design concept for the north and south public sidewalks within the four blocks of Forsyth St & Adams St from Pearl St to Main St (Section 1) and development of a prototypical downtown conceptual "toolkit" that may be applicable in other areas of the downtown core. The following documents outlines the fee and deliverables for an initial concept design phase.

Phase 1: Concept Design – 9 weeks.
Phase 2: Urban Strategies Toolkit – 4 weeks.
Phase 3: DDRB Workshop - Concurrent.

Add Service Breakdown

| Consultant | Direct Labor | Overhead Rate/Amount | Fee Rate/Amount | Total |
|---|---|---|---|---|
| SCAPE – Fixed Fee | $105,000 | Included | Included | $105,000.00 |
| SCAPE – Reimbursable | $8,000 | $0 | $0 | $ 8,000.00 |
| EXP | $0 | $0 | $0 | $ 0 |
| Baker Design Build | $0 | 175%/$0 | 7.5%/$8,475 | $ 8,475.00 |
| | | | **Total** | **$121,475.00** |

Attached is Exhibit B – Contract Fee Summary Format for Engineering Division with breakdown costs for BDB and Subcontracts costs. Subcontractor Exhibit B and description of added scope of work and exclusions is included within.

This additional service is necessary to support the quality and integrity of the project and ensure alignment with your expectations. Please confirm your approval of this change order request for added design services by processing a formal change order to the contract. If you have any questions or would like to discuss this further, please feel free to contact our team at 904-356-8520.

Thank you for your attention and continued partnership.

Sincerely,

Kyle F. Davis, PE
President of Engineering
Baker Design Build

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EXHIBIT C-3

# Exhibit B
## CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
## CITY OF JACKSONVILLE, FLORIDA

### PART I - GENERAL

| 1. Project | 2. Proposal No. / Contract No. |
|---|---|
| D-B Services for Downtown Complete Streets and Urban Trails Projects - Adams St & Forsyth St<br>**COR 04 - Concept Design, Urban Strategies Development & DDRB Workshop** | CDB-0058-23 / 70949-24 |
| **3. Name of Consultant** | **4. Date of Proposal** |
| Baker Consulting & Engineering LLC dba Baker Design Build | November 18, 2025 |

### PART II - LABOR RELATED COSTS

| 5. Direct Labor (Limiting Amount) | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 84.00 | 0 | $ 0.00 | |
| Project Manager/Engineer of Record | $ 75.60 | 0 | $ 0.00 | |
| Surveyor | $ 71.40 | 0 | $ 0.00 | |
| Senior Staff Engineer | $ 66.15 | 0 | $ 0.00 | |
| QC/Field Engineer | $ 60.90 | 0 | $ 0.00 | |
| Cost Estimator | $ 55.65 | 0 | $ 0.00 | |
| Designer/Staff Engineer | $ 52.50 | 0 | $ 0.00 | |
| GIS Specialist | $ 42.00 | 0 | $ 0.00 | |
| Surveyor Field Supervisor | $ 47.25 | 0 | $ 0.00 | |
| Cad Technician | $ 39.90 | 0 | $ 0.00 | |
| Utility Coordinator | $ 36.75 | 0 | $ 0.00 | |
| Clerical | $ 30.45 | 0 | $ 0.00 | |
| Surveyor Operator | $ 26.25 | 0 | $ 0.00 | |
| Surveyor Rodman | $ 23.10 | 0 | $ 0.00 | |
| Community Relations | $ 115.64 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | #DIV/0! | 0 | | $ - |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 175 % x Total Direct Labor | | $ - |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ -** |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **8. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **9. SUBCONTRACTS** | | |
| SCAPE Landscape Architecture | $ 105,000.00 | $ 105,000.00 |
| EXP | $ 0.00 | $ - |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 105,000.00 |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | | |
| SCAPE Landscape Architecture | $ 8,000.00 | |
| SUB-TOTAL REIMBURSABLES | | $ 8,000.00 |

### PART IV - SUMMARY

| | | |
|---|---|---|
| SUBTOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) | | **$ 113,000.00** |
| **11. DESIGN BUILDER FEE** | x 7.5% | $ 8,475.00 |
| **12. GRAND TOTAL (1-11)** | | **$ 121,475.00** |

Approved 1/14
Ben Koeppen

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SCAPE LANDSCAPE ARCHITECTURE DPC

277 BROADWAY NINTH FLOOR NEW YORK NY 10007

T 212 462 2628 SCAPESTUDIO.COM

EXHIBIT C-3

**PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES**

**Emerald Trail Design Guidelines**
**Adams Street and Forsyth Street Concept Design**

November 17, 2025

Joe Kralis
Baker Design Build

## PROJECT UNDERSTANDING

It is our understanding that the City of Jacksonville is interested in retaining SCAPE for Concept Design for blocks of Adams Street and West Forsyth Street. This scope is inclusive of the areas outlined below:

- Concept design for the north and south public sidewalks within the right-of-way for the four blocks of Adams Street and the four blocks of West Forsyth Street between Main Street and Pearl Street in downtown Jacksonville.
- Development of a prototypical downtown conceptual "Tool-kit" that may be applicable in other areas of the downtown core.

This scope of work does not include design for landscape areas within private parcel boundaries, however SCAPE will consider connections and adjacencies from private businesses to the public right-of-way in our Concept design.

The following document outlines our fee and deliverables for an initial Concept design phase and our estimated project expenses. SCAPE assumes a thirteen-week continuous Concept design schedule from written Notice-to-Proceed for the project based on this proposed schedule:

- Phase 1 – Concept Design – 9 weeks
- Phase 2 – Urban Strategies Tool-Kit – 4 weeks
- Phase 3 – DDRB Workshop - concurrent

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We assume our services will extend through the next phases of design and construction observation should the project advance beyond the current scope.

**Consultants to Client team**: SCAPE assumes that Civil, Traffic, and MEP engineering advisory services will be provided by the Client or their consultants to support our efforts.

**Subconsultants to SCAPE:** SCAPE will not require subconsultants to support our work on the project for Phase 1 or 2.

**Cost Estimating:** Cost estimating is not included in SCAPE's scope of services. However, SCAPE recommends that the Client retain costing services. We will participate in cost alignment discussions as outlined below and assume any modifications identified as a result of the costing efforts will be addressed within future phases. Resubmissions and/or additional submissions related to costing efforts are not included in this scope.

## REQUIRED INFORMATION

SCAPE understands that the Client will provide the following information with reasonable promptness for us to complete our work:

- Existing/previous planning and design studies for our reference.
- Summary documents from any public outreach or engagement previously completed for the project site.
- Site basemaps, GIS shapefiles, and relevant CAD files for illustrative design purposes.
- Current and comprehensive site survey, stamped by a licensed surveyor, for technical documentation purposes in PDF and CAD formats.
- Recent tree assessment/inventory.
- Any additional relevant and available technical reports for our reference.
- Landscape budget target.

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## SCOPE OF SERVICES

### *PHASE 1 – CONCEPT DESIGN – (9 WEEKS)*

**Existing Conditions and Site Analysis**: SCAPE will begin Phase 1 with an initial site visit and Kick-off meeting with City Stakeholders. During our initial trip, we will discuss opportunities and constraints and establish overall project goals with the Client. Prior to the trip, we will review existing/previous planning and design studies provided by the Client. We will also ask for any surveys, CAD files, or technical reports that can be shared to inform the analysis phase. We will look at the unique land conditions and neighborhood context to inform our design proposal – specifically focusing our efforts on studying adjacent property types and uses; utilities; circulation; existing materials; drainage patterns; and urban context to understand the opportunities and constraints of the site. We will prepare a series of summary graphics that may include maps, sections, and diagrams outlining our findings to inform the concept design efforts. We will collect any relevant landscape standards or guidelines readily available on AHJ websites. Finally, once opportunities and constraints are better understood, we will collect Urban Streetscape Precedents considering the constraints of the project area.

**Draft Concept Design:** Following the Existing Conditions and Site Analysis, SCAPE will work iteratively to produce a draft concept design using hand sketches, diagrams, precedent imagery, and 3D modeling tools to convey our big ideas for the site. The draft concept will be grounded in both our site analysis and established project goals. SCAPE will share the draft concept design for review and feedback from the Client and stakeholders in a presentation that will be the interim deliverable for the Concept Design task. The City or its designated consultants will be responsible for providing a feasibility review of the draft concept, addressing potential utility conflicts as well as traffic and safety considerations.

**Final Concept Design:** The draft concept design, along with any feedback, will be consolidated into one Final Concept design. We will use a range of tools, such as large-scale measured drawings, sections, elevations, sketch perspectives, and 3D digital modeling as necessary to convey the Final Concept design intent. Our work will be coordinated and responsive to crosswalks, spill-out programming, and aligned to building entrances. At the end of this phase, there will be a Concept level landscape design that communicates design

intent and establishes critical parameters for an initial rough order-of-magnitude cost estimate, to be developed by Others.

**Design Deliverables:**

- Existing Conditions Analysis:
  - Up to two (2) summary graphics to describe existing conditions
  - Site Photos with Annotation
  - Urban Streetscape Precedents
- Draft Concept Design:
  - Sketch Concept Plan
  - Supporting Precedent imagery
  - Illustrative sections, plan diagrams, or elevations as needed to communicate design intent
  - Up to two (2) sketch perspectives
  - Presentation slides for Draft Concept Client meeting, Virtual
- Final Concept Design:
  - One (1) updated Illustrative plan for extent of Adams St. and Forsyth St.
  - Up to four (4) Illustrative Sections
  - Two (2) updated sketch perspectives
  - Presentation slides for Final Concept Client meeting, Virtual

**Meetings:**

- One (1) Site Visit and Kick-Off with Client & Stakeholders, in person
- Draft Concept Presentation, virtual
- Final Concept Presentation, virtual
- Bi-Weekly coordination calls, up to four (4)

**Travel Summary:**

- Up to one (1) trip for three (3) people; Principal, PM, Designer staff

***PHASE 2 – URBAN STRATEGIES TOOL-KIT – (4 WEEKS)***

SCAPE will begin Phase 2 by compiling a suite of standalone prototypical urban strategy alternatives based on the concept developed during Phase 1. We anticipate that concepts tested along Adams Street and Forsyth Street will serve as adaptable prototypes applicable to other areas within the downtown core.

**Urban Strategy Alternatives:** SCAPE will develop strategy alternatives through standalone vignettes such as axonometric, plans, and section sketches. The strategies will be feasible but not place based. They will remain conceptual at this stage, emphasizing identity, form, texture, and material expression. We will not focus on detailed technical resolution at this stage and assume that these strategies may be further developed as part of a future task order in the form of standard guidelines to be adopted by the City.

**Urban Strategies Tool-kit:** SCAPE will create a final suite of Urban strategies that incorporates feedback and comments received from the City and the DDRB workshop (*see Phase 3*).

**Design Deliverables:**

- Urban Strategy Alternatives:
  - Sketch Urban Strategies, assume up to eight (8) strategies exploring prototypical right of way conditions, ranging from paving, movable planters, furnishing, railings, and planting.
- Urban Strategies Toolkit (11x17 PDF Format):
  - Assumed up to fifteen (15) pages, including executive summary, Downtown Core map, DDRB meeting summary, and up to one (1) 8.5x11 contact sheet for each strategy including a brief narrative and axonometric. Assumed up to six (6) distinct urban right of way strategies

**Meetings:**

- Urban Strategies Presentation (DRAFT), virtual
- Urban Strategies Presentation (FINAL), virtual
- Bi-Weekly coordination calls, up to three (3)

***PHASE 3 – DDRB WORKSHOP – (CONCURRENT)***

**DDRB Workshop:** SCAPE will attend one (1) DDRB workshop to review the conceptual design of Adams and Forsyth, as well as the suite of Urban Strategies. Comments received during that meeting will be consolidated and incorporated into the final deliverables.

Meetings:

- DDRB Workshop

**Travel Summary:**

- Up to one (1) trip for three (3) people; Principal, PM, Designer staff

**SCOPE ASSUMPTIONS:**

1. We expect that SCAPE will be given full and proper credit for landscape architecture and site design.
2. All files will be developed in AutoDesk AutoCAD, the Microsoft Suite, Rhino, and Adobe Suite, as appropriate. Deliverables will be submitted to the Client in PDF format. If editable or working files are requested, SCAPE can provide them upon execution of an Electronic Document Transfer Agreement.
3. Renderings by an outside or professional rendering company are not included in this scope. In-house renderings will be charged as $5,500 per marketing-quality rendering.
4. Administration of LEED (or other sustainability program) is not included in this scope. We will provide landscape exhibits or area take-offs to others for computation relative to sustainability metrics.
5. Development or Advisement of phasing plans and/or phasing approach is not included in this scope of work.
6. Landscape budget targets are a critical consideration when programming, designing, and detailing a site. SCAPE can work toward budget targets if they are provided to us, however SCAPE has no control over (a) the cost of labor, material, or equipment; (b) the means, methods and procedures of the contractor's work; or (c) competitive bidding.
7. SCAPE has identified "active" design weeks during which project staff will bill time. We assume all Client, stakeholder, and advisory engineering

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feedback will be provided in a timely and consolidated manner to maintain the schedule. SCAPE will be inactive during formal review periods. Active and review periods will be confirmed with the Client at project Kick-off.

8. Any extension of active weeks, or any additional meetings, travel, or submission requirements beyond those outlined, may be treated as additional services and presented to the Client for authorization.
9. Land use attorney services are not part of SCAPE's services.
10. SCAPE assumes that no stormwater calculations are included in the landscape architecture scope of work.
11. The planning efforts covered by this proposal are focused on the development of a vision and an overall Framework Plan. The outcomes will not be informed by technical input including but not limited to civil, structural, environmental, and geotechnical. SCAPE assumes the Client acknowledges the Framework Plan may have to adjust based on input from engineering partners and technical realities in the future.
12. The following items are not included in this scope of services and may be presented to the Client for consideration as an additional service if required by the project:
    a. Physical Presentation models.
    b. Cost estimating
    c. Engagement models
    d. Agency review, coordination, permitting
    e. Zoning and entitlements.
    f. Technical Documentation and Specifications
    g. Construction Phase Services

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**FEES FOR PROFESSIONAL SERVICES**

| Project Phase | Duration | SCAPE Fee | Payment Term |
|---|---|---|---|
| Phase 1 –Concept Design | 9 weeks | $65,000 | Fixed Fee |
| Phase 2 – Urban Strategies Development | 4 weeks | $30,000 | Fixed Fee |
| Phase 3 – DDRB Workshop | concurrent | $10,000 | Fixed Fee |
| **SCAPE DESIGN SERVICES SUBTOTAL** | **13 weeks** | **$105,000** | **Fixed Fee** |

| Project Phase | Duration | SCAPE Fee | Payment Term |
|---|---|---|---|
| Estimate of Reimbursable Expenses | | $8,000 | T/M + NTE |

***PAYMENT TERMS:***

**Fixed Fee:** Fixed fee phases shall be invoiced monthly based on the percentage of work completed within the billing period.

**Time and Materials (T/M) with Not to Exceed (NTE):** Time and Materials (T/M) phases shall be invoiced monthly according to SCAPE scheduled rates. Please see hourly rates table below. Estimated Not to Exceed (NTE) amounts will not be increased without Client's prior approval.

**Reimbursable Expenses (estimate):** Project expenses may include in-house printing costs for presentation materials or travel expenses including flights, hotels, mileage, car rental, meals, and incidentals for site visits and in-person meetings. SCAPE shall not be responsible for multiple printing & distribution of multiple sets of presentation materials and reports. All large-scale printing such as drawing sets or presentation boards shall be done by others. SCAPE will add a 10% mark-up on all reimbursable project expenses. SCAPE assumes any unused expenses will be billed as fee with the final invoice.

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**Remobilization Fee:** This Scope of Services assumes a continuous project schedule. If the project goes on hold for an extended period (greater than 2-months), SCAPE reserves the right to submit a revised fee to reflect costs associated with the remobilization of project team.

***SCAPE HOURLY BILLING RATES***

Services outlined under the Scope of Services are calculated using our hourly billing rates. Current rates are as follows:

| | |
|---|---|
| Founding Principal | $350/Hour |
| Senior Principal | $300/Hour |
| Principal | $275/Hour |
| Senior Director | $250/Hour |
| Director | $240/Hour |
| Senior Associate | $220/Hour |
| Associate | $200/Hour |
| Senior Designer | $160/Hour |
| Designer | $120/Hour |
| Admin | $120/Hour |
| Intern | $100/Hour |

Rates are valid for the current calendar year and may be increased subsequently without written notice. Additional Services shall be computed with the hourly billing rate at the time of the additional service.

This Proposal is Valid for 30 days from date of issue by SCAPE / Landscape Architecture DPC.

Services outlined under the Scope of Services shall be provided per the Terms and Conditions in the Agreement for Professional Services.

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**SIGNATURE PAGE**

SCAPE requires a signed proposal, a Notice-to-Proceed to start work. Upon acceptance of this proposal, SCAPE will prepare a standard agreement for acceptance, which the parties shall review and may revise.

| *Landscape Architect* | Client |
|---|---|
| SCAPE LANDSCAPE ARCHITECTURE DPC | Baker Design Build |
| A Landes | |
| | By: _____ |
| By: Alexis Landes | Title _____ |
| Title: Managing Principal, Partner | Date: _____ |
| Date: 11/17/2025 | |

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SCAPE LANDSCAPE ARCHITECTURE DPC
277 BROADWAY NINTH FLOOR NEW YORK NY 10007
T 212 462 2628 SCAPESTUDIO.COM

EXHIBIT C-3

**ELECTRONIC DOCUMENT TRANSFER AGREEMENT**
PROJECT: *insert project name* (the "Project")

---

1. The undersigned ("Recipient") requests that the electronic copies of certain documents for the above-referenced Project ("Electronic Media") be transmitted for use of the Recipient. The requested Project Documents may include but not be limited to drawing(s), specifications and/or file(s) have been prepared by **SCAPE Landscape Architecture D.P.C.** ("SCAPE") and are being provided solely as a convenience to the Recipient.

2. SCAPE makes no representation regarding the suitability of the Electronic Media for the intended use of the Recipient. SCAPE makes no representation regarding fitness for any particular purpose, or compatibility for use with any software or hardware. It is the Recipient's obligation to understand the design intent and to use this digital data appropriately and in accordance with the terms hereof and any other applicable agreement relating to the Project between the Recipient and SCAPE.

3. In accepting and utilizing the Electronic Media on any form of electronic media generated and provided by SCAPE, the Recipient covenants and agrees that all such Electronic Media are instruments of service of SCAPE who shall be deemed the author of the drawings and data and SCAPE shall retain all common law, statutory law, and other rights in and to the Electronic Media, including copyrights. The Electronic Media provided by SCAPE shall not be used by the Recipient for any purpose other than as a convenience in the preparation of documents related to the Project. The Recipient agrees not to use the Electronic Media, in whole or in part, for any purpose or project other than the Project which is the subject of this agreement.

4. Due to the alterable nature of electronic documents, SCAPE does not make any expressed or implied warranty for the accuracy or completeness of this information. There are numerous factors that may result in errors and/or discrepancies in digital data, including but not limited to translation errors resulting from differences in or misuse of computer software, hardware, and/or related equipment; disc malfunctions; and/or user error. Any electronic copies of Project Documents delivered in any electronic format are provided "as is" and solely for convenience; are not construction documents and shall not be used for bidding or construction of the Project; and shall not be relied upon by the Recipient in any way. Accordingly, SCAPE has no responsibility for and shall have no liability on account of any such error or discrepancy once such Electronic Media in any electronic format are located on or transmitted to equipment outside the offices of SCAPE. It is further agreed that SCAPE shall have no liability for Electronic Media which may be released to Recipient prior to completion. To the fullest extent permitted by law, Recipient hereby releases SCAPE and its sub-consultants from any liability resulting from any use of such electronic copies of the Electronic Media. In the event of any conflict or inconsistency between any hardcopy Project Documents and any electronic copies, the hardcopy shall control.

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5. The information, design, and ideas contained in the Electronic Media are proprietary and shall not be copied or used for any purpose that is not authorized, in writing, by SCAPE. The Recipient recognizes that changes or modifications to SCAPE's and its sub-consultants' Electronic Media introduced by anyone other than SCAPE and its sub-consultants may result in adverse consequences which SCAPE and its sub-consultants can neither predict nor control.

6. Recipient shall not transfer or provide access to any Electronic Media to any third party without the prior written consent of SCAPE in its sole discretion and, then, unless and until SCAPE has received an original electronic document transfer agreement in a form acceptable to SCAPE, duly executed by the proposed Recipient.

7. This Agreement shall govern any and all future transfers to Recipient of any of the Project's Electronic Media.

8. SCAPE and its sub-consultants retain all proprietary rights, including copyrights, in the Electronic Media.

9. To the fullest extent permitted by law, Recipient hereby agrees to indemnify, defend, and hold SCAPE and its sub-consultants harmless from and against any and all claims, actions, disputes, liabilities, suits, demands, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal thereof) caused by or resulting in any way from any use of any electronic copies of Electronic Media in violation of this Agreement or any other breach of this Agreement by Recipient, anyone for whom Recipient is legally responsible for in connection with the Project, or anyone who receives any such electronic copies from or through Recipient, whether directly or indirectly, including without limitation any damages or losses to property or persons, personal injuries, death, or economic losses.

10. Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of Recipient against SCAPE or its sub-consultants.

11. This Agreement shall be governed by the laws of the State of Florida without regard to its choice or conflict of law doctrines.

Agreed and accepted by Recipient

_____
Firm Name

_____
Signature

_____
Print Name and Title

_____
Date

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

EXHIBIT C-3

# Exhibit B
## CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
## CITY OF JACKSONVILLE, FLORIDA

### PART I - GENERAL

| 1. Project | 2. Proposal No. / Contract No. |
|---|---|
| D-B Services for Downtown Complete Streets and Urban Trails Projects - Adams St & Forsyth St<br>**COR 04 - Concept Design, Urban Strategies Development & DDRB Workshop** | CDB-0058-23 / 70949-24 |
| **3. Name of Consultant** | **4. Date of Proposal** |
| SCAPE Landscape Architecture DPC | |

### PART II - LABOR RELATED COSTS

| 5. Direct Labor (Limiting Amount) | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Founding Principal | $ 127.40 | 0 | $ 0.00 | |
| Senior Principal | $ 127.40 | 0 | $ 0.00 | |
| Principal | $ 75.00 | 84 | $ 6,300.00 | |
| Director | $ 67.31 | 0 | $ 0.00 | |
| Senior Associate | $ 64.42 | 0 | $ 0.00 | |
| Associate | $ 58.17 | 206 | $ 11,983.02 | |
| Senior Designer | $ 46.64 | 0 | $ 0.00 | |
| Designer | $ 40.87 | 472 | $ 19,297.51 | |
| Admin | $ 57.21 | 0 | $ 0.00 | |
| Intern | $ 33.50 | 0 | $ 0.00 | |
| | | 0 | $ 0.00 | |
| | | 0 | $ 0.00 | |
| | | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 49.31 | 762 | | $ 37,580.53 |

| | | |
|---|---|---|
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | |
| Overhead Rate | **154** % x Total Direct Labor | $ 57,874.02 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | **$ 95,454.55** |
| **8. PROFIT: Labor Related Cost (Item 7)** | x 10.0% | $ 9,545.46 |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS** | | |
| | $ 0.00 | $ - |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ 8,000.00 | |
| SUB-TOTAL REIMBURSABLES | | $ 8,000.00 |

### PART IV - SUMMARY

| | |
|---|---|
| SUBTOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) | **$ 113,000.01** |
| **12. GRAND TOTAL (1-11)** | **$ 113,000.01** |

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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: Downtown Complete Streets & Urban Trails Project (Adams & Forsyth Phase 2 Design)

**Requested Action and Justification:**

Recommend approval to amend the award with Baker Consulting and Engineering, LLC d/b/a Baker Design Build to incorporate Amendment #2B, which will expand the conceptual plan to include Laura Street to Main Street and increase the project by $376,644.26, per attached Scope of Services and Fee Schedule, Exhibit C-2. Total revised expenditure not to exceed $ 1,845,947.63.

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Baker Design Build | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 05/24/2023 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 70949-24 | **PO #:** | 677101-24 | **Change Order #:** | N/A |
| **Solicitation #:** | DB CDB-0058 23 | **Contract #:** | 70949-24 | **Contract Amd #:** | 2B |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

| | | | | | |
|---|---|---|---|---|---|
| **Federally Funded:** | N/A | **JSEB Rec:** | Participation | **Bonds Waived Pursuant To:** | N/A |
| **Licenses Verified:** | Yes | **JSEB %:** | 20 | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 10801 | **Center:** | 135801 | **Acct:** | 565050 | **Proj:** | 010085 | **Activity:** | 00000000 | $ | 376,644.26 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ | |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ | |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 1,845,947.63 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | | |
|---|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT | | | |
| **Concurrence:** | Signed by: Scott Carter, PE 8D991F9ADFC847E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT | 6/24/2025 |
| **Concurrence:** | Signed by: Parsley Guy 89989D1C00364C4... | **Title:** | DIA DIRECTOR OF OPERATIONS | 6/24/2025 |
| **Concurrence:** | Signed by: Nina Hickle 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS | 6/25/2025 |
| **Concurrence:** | | **Title:** | | |

Initial DT Initial NW Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 12483D5BB0EA4... | **Chief of Procurement:** | Signed by: Robert Waremburg, for Dustin Freeman 4912CA1D43124ZA... 7/1/2025 |
| **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:** | DocuSigned by: Karen Bowling 1C34E1215562481... |
| **Date:** | 7/3/2025 | **Date:** | 7/4/2025 |

DS
Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

# 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.*

BAKER Design Build

May 12, 2025 (Revision 2)

Jonathan Page, P.E.
Project Manager, City of Jacksonville
jonathanp@coj.net

RE: **Amendment 2B, Change Order Proposal #01 for Contract No. 70949-24 for Design Build Services for Downtown Complete Streets and Urban Trails Projects – Forsyth and Adams Right of Way Enhancements**

Dear Mr. Page,

Baker Design Build (BDB) and our Design Consultants have prepared the following change order request for your review and approval of compensation for added services directed by the City of Jacksonville.

Contracted Scope of Work
BDB is contracted to provide engineering drawings necessary to construct improvements using the City of Jacksonville supplied Design Criteria Package dated January 24, 2024, which included Concept Plans prepared by Prosser dated 10/22/2022 and 01/16/2023. The BDB contracted scope of work as described in Exhibit C-1 specifies development of engineering drawings for permits and construction which included issuance of the following deliverables. BDB did not include development of Conceptual plans or renderings:

1. Submittal of 30% Design Plans
2. Submittal of 60% Design Plans
3. Submittal of 90% Design Plans.
4. Submittal of Final 100% Design Plans
5. Guaranteed Maximum Price (GMP) for construction of Forsyth Street from Liberty Street to Jefferson Street, and Adams Street from Liberty Street to Jefferson Street which included 11 blocks.

Additional Services
BDB and our Design Consultants began production of design plans and made considerable progress by accordance with the contract. On December 5, 2024, BDB and Design Consultants received directions from the City of Jacksonville during bi-weekly progress meeting to halt production of the design plans as described above and develop a new Conceptual planning-level plan view, Cross sections and Perspective view renderings to visualize the proposed cadence on Adams and Forsyth from Hogan Street to Laura Street. On January 16, 2025, COJ made an added request to expand the Conceptual plan to include Laura Street to Main Street.
The following new concept add service deliverables were approved of on January 30th:

1. A. Develop 3D Model: Develop custom site area architectural building replica components in 3D.
   B. 3D Model: Develop custom site area streetscape and ROW improvements in 3D (3 Alternatives)
2. Plan View Concept Alternative Renderings (4 Revisions)
3. Typical Section Alternatives
4. Finalization (CAD Based) Concepts (2 Revisions)

30% Design Plans for Section 1 (Adams Street and Forsyth Street from Pearl Street to Main Street) were prepared and issued on March 13, 2025, based upon the new and approved concept design. These plans included a significant increased the amount of trees cadence and thus changed the quantity for Surveying and size of SUE

Utility locating VVH test holes and X Trenching from (50) 12 inch square test holes to (30) 4'x4' X-Trench for the Oak Trees and (80) 2'x2' X Trench for the Holly Trees within Section 1.

Add Service Breakdown

| Consultant | Direct Labor | Overhead Rate/Amount | Fee Rate/Amount | Total |
|---|---|---|---|---|
| EXP | $50,740.06 | 150%/$76,110.09` | 8%/$10,148.01 | $136,998.16 |
| Smith Surveying | $$2,425.69 | 150%/$3,38.53 | 10%/$606.42 | $6,670.64 |
| Baker Design Build | $75,162.89 | 175%/$131,535.06 | 7.5%/$26,277.51 | $232,975.46 |
| | | | Total | $376,644.26 |

Attached is Exhibit C-2 – Contract Fee Summary Format for Engineering Division with breakdown labor costs and Subcontractor costs. Subcontractor Exhibit C-2 and description of added scope of work is included within.

We believe this change is necessary to support the quality and integrity of the project and ensure alignment with your expectations. Please confirm your approval of this change order request for added design services by processing a formal change order to the contract. If you have any questions or would like to discuss this further, please feel free to contact our team at 904-356-8520.

Thank you for your attention and continued partnership.

Sincerely,

Kyle F. Davis, PE
President of Engineering
Baker Design Build

# Exhibit C-2
## CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
## CITY OF JACKSONVILLE, FLORIDA

### PART I - GENERAL

| 1. Project | 2. Proposal No. / Contract No. |
|---|---|
| D-B Services for Downtown Complete Streets and Urban Trails Projects - Adams St & Forsyth St | CDB-0058-23 / 70949-24 |
| **3. Name of Consultant** | **4. Date of Proposal** |
| Baker Consulting & Engineering LLC dba Baker Design Build | 5/5/2025 Revsion 1 |

### PART II - LABOR RELATED COSTS

| 5. Direct Labor (Limiting Amount) | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 84.00 | 105 | $ 8,853.60 | |
| Project Manager/Engineer of Record | $ 75.60 | 559 | $ 42,286.86 | |
| Surveyor | $ 71.40 | 0 | $ 0.00 | |
| Senior Staff Engineer | $ 66.15 | 211 | $ 13,944.42 | |
| QC/Field Engineer | $ 60.90 | 0 | $ 0.00 | |
| Cost Estimator | $ 55.65 | 0 | $ 0.00 | |
| Designer/Staff Engineer | $ 52.50 | 0 | $ 0.00 | |
| GIS Specialist | $ 42.00 | 0 | $ 0.00 | |
| Surveyor Field Supervisor | $ 47.25 | 0 | $ 0.00 | |
| Cad Technician | $ 39.90 | 0 | $ 0.00 | |
| Utility Coordinator | $ 36.75 | 0 | $ 0.00 | |
| Clerical | $ 30.45 | 331 | $ 10,078.01 | |
| Surveyor Operator | $ 26.25 | 0 | $ 0.00 | |
| Surveyor Rodman | $ 23.10 | 0 | $ 0.00 | |
| Community Relations | $ 115.64 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 62.30 | 1,207 | | $ 75,162.89 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 175 % x Total Direct Labor | | | $ 131,535.06 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 206,697.95** |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **8. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **9. SUBCONTRACTS** | | |
| Halff | $ 0.00 | $ - |
| EXP | $ 136,998.16 | $ 136,998.16 |
| Smith Surveying Group | $ 6,670.64 | $ 6,670.64 |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 143,668.80 |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | | |
| Geotechnical (Meskel) | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

### PART IV - SUMMARY

| | | |
|---|---|---|
| SUBTOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) | | **$ 350,366.75** |
| **11. DESIGN BUILDER FEE** | x 7.5% | $ 26,277.51 |
| **12. GRAND TOTAL (1-11)** | | **$ 376,644.26** |

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March 26, 2025

Mr. Kyle Davis
Project Manager
Baker Design Build
219 N. Newnan St. – 2nd Floor
Jacksonville, FL 32202

Re: Conceptual Design and Architectural Services on Adams Street and Forsyth Street from Hogan Street to Main Street

Dear Mr. Davis:

**EXP U.S. Services, Inc.** ("EXP") is pleased to support **Baker Design Build** ("Client") for professional services for the above referenced project. As noted in Contract CS-70949-24-2E_EXP, EXP was retained to deliver the following items:

1. 30% Design Plans
2. 60% Design Plans
3. 90% Design Plans
4. 100% Design Plans
5. Lighting Design Analysis Report
6. Voltage Drop Calculations
7. St. John River Water Management District ERP (if applicable)
8. Drainage Report (if applicable)
9. FDEP Water Application Approval (if applicable)
10. FDEP Wastewater Application Approval (if applicable)
11. JEA Water Design and Construction Permit (if applicable)
12. JEA Wastewater Design and Construction Permit (if applicable)
13. JEA Electric Underground Commercial Permit (if applicable)

On December 5, 2024, EXP received Client direction to halt production on construction plans and pivot to produce Planning-level Plan View, Cross Section, and Perspective View renderings to visualize the proposed cadence on Adams and Forsyth from Hogan Street to Laura Street. This was expanded to include Laura Street to Main Street on January 16, 2025. This effort lasted through February, until 30% Design Plans were able to be resumed in March for a deliverable date of March 14, 2025. Although outside the contract scope, in good faith, EXP produced the following deliverables:

1. A. Develop 3D Model: Develop custom site area architecture building replica components in 3D
   B. 3D Model: Develop custom site area streetscape and ROW improvements in 3D (3 Alternatives)
2. Plan View Concept Alternative Renderings (4 Revisions)
3. Typical Section Alternatives
4. Finalization (CAD Based) Concepts (2 Revisions)

Considering the nature of the work, as compared to the construction plan documents anticipated for the budget associated with the original contract, we kindly request an increase to the project budget, in the amount of $136,998.16. This is the amount associated with the architectural, landscape architectural, lighting, and roadway team coordination and planning-level efforts from December 2024 through February 2025.

We greatly appreciate your understanding. Please do not hesitate to contact me with any questions you may have at (904) 891-0909.

Very respectfully submitted,

Tyler Blair, P.E.
(904) 891-0909
Tyler.blair@exp.com

# Exhibit C-2
## CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
## CITY OF JACKSONVILLE, FLORIDA

### PART I - GENERAL

| 1. Project | 2. Proposal No. / Contract No. |
|---|---|
| D-B Services for Downtown Complete Steets and Urban Trails Projects<br>Amendment 1: Project Data Organization and Planning | CDB-0058-23 / TBD |
| **3. Name of Consultant** | **4. Date of Proposal** |
| EXP U.S. Services, Inc. | March 21, 2025 |

### PART II - LABOR RELATED COSTS

| 5. Direct Labor (Limiting Amount) | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager / Engineer of Record | $ 86.54 | 44 | $ 3,807.76 | |
| Sr. Landscape Architect | $ 70.25 | 366 | $ 25,729.06 | |
| Landscape Architect | $ 46.27 | 0 | $ 0.00 | |
| Senior Staff Engineer | $ 80.00 | 48 | $ 3,860.00 | |
| Designer/Staff Engineer | $ 65.45 | 123 | $ 8,050.35 | |
| Cad Technician | $ 50.92 | 182 | $ 9,241.98 | |
| GIS Specialist | $ 50.91 | 1 | $ 50.91 | |
| **TOTAL DIRECT LABOR** | $ 66.41 | 764 | | $ 50,740.06 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 76,110.09 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 126,850.15** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 8% | $ 10,148.01 |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| Geotechnical | $ | |
| Environmental | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

### PART IV - SUMMARY

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 136,998.16** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

**Consultant Work Order Proposal**

March 26, 2025

Mr. Kyle Davis
Project Manager
Baker Design Build
219 N. Newnan St. – 2nd Floor
Jacksonville, FL 32202

Re: Conceptual Design and Architectural Services on Adams Street and Forsyth Street from Hogan Street to Main Street

Dear Mr. Davis:

**EXP U.S. Services, Inc.** ("EXP") is pleased to submit this letter of agreement ("Agreement") to **Baker Design Build** ("Client") for professional services for the above referenced project. The proposed professional services will be provided in accordance with the terms and conditions set forth herein and attached.

## I. General

EXP understands the Client has requested a proposal to provide professional services for the development of architectural renderings on the segments of Adams and Forsyth Streets from Hogan Street to Main Street. The design team will develop concept renderings for Adams and Forsyth Streets between Hogan Street and Main Street. Additionally, EXP will provide iterative concept renderings to show proposed landscape and hardscape, integrating patterns consistent with the Downtown Investment Authority (DIA) Design Guidebook. The renderings will be prepared by a architects and landscape architects, and will also include dimensions to help specify buffer space, walking space, amenity space, and parking. We have structured our proposal to be consistent with the processes required by Local, State, and Federal requirements. Our proposed scope of services, schedule, and fee are as follows:

## II. Scope of Work

For the Project described above, EXP shall provide the following professional services:

**Task 1 – Develop 3D Model**

EXP shall develop a 3D model of the buildings for visualization purposes.

**Task 2 – Architectural Rendering**

EXP shall produce and refine a perspective view colored rendering from the 3D model. The rendering will show building façade, proposed landscape, tree grates, furniture, planters, lighting, parking, and pedestrians.

**Task 3 – Conceptual Planning and Design**

EXP shall iteratively coordinate between roadway design and landscape architecture teams in collaboration with the City of Jacksonville to refine the bulbout placement, landscape, lighting, and hardscape pattern to the Client's preferred cadence. EXP will produce multiple colored concept renderings for review. This will include plan view and typical sections.

**Deliverables**
The following deliverables will be produced:

1. A. Develop 3D Model: Develop custom site area architecture building replica components in 3D
   B. 3D Model: Develop custom site area streetscape and ROW improvements in 3D (3 Alternatives)
2. Plan View Concept Alternative Renderings (4 Revisions)
3. Typical Section Alternatives
4. Finalization (CAD Based) Concepts (2 Revisions)

**III. <u>Reporting</u>**

EXP shall meet with the Project Manager, as requested, to provide updates on each stage of the applications, as well as coordinate and participate in discussions with public officials if needed.

EXP shall submit timely monthly invoices electronically with corresponding progress reports to document and support the work completed for approval by the Client Project Manager.

**IV. <u>Client Responsibilities</u>**

It is understood that EXP will perform services under the sole direction of the Client or their designated representative. In the performance of these services, EXP will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide EXP with all project-related information available including any existing plans, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, environmental reports, permit application fees, etc. EXP will rely upon the accuracy and completeness of all Client-furnished information in connection with the performance of services under this agreement.

**V. <u>Length Of Service</u>**

The project shall be completed in a timely fashion in coordination with the Client, the City of Jacksonville, and with consideration to agency review periods.

**VI. <u>Fee Estimate/Method of Compensation</u>**

This Work Order will be complete for an hourly not-to-exceed amount of **$136,998.16**. The method of compensation will be in accordance with Section VII of the professional services Agreement.

**VII. <u>Compensation</u>**

EXP will perform the above-mentioned services on a time and expense basis for a fee of **$136,998.16**. Invoicing will be based on current contract hourly rates in effect at the time of work effort. If additional funds become necessary, EXP will notify Client of such, prior to exceeding the initial budget or subsequent amended budget. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order.

**VIII. Additional Services / Exclusions**

The Client may establish an allowance for additional services requested by the Client and for unforeseen circumstances, which shall be utilized at the sole discretion of the Client.

If an unforeseen issue should arise in any of the following tasks, the Consultant remains available to provide additional services as requested by the Client based on our hourly rates. Any scope not anticipated, EXP can provide an additional scope of work. Services not included under this agreement include:

- Construction Plans
- Specifications
- Bid Package
- Impact Analysis
- Benefit Cost Analysis (BCA)
- Public Involvement
- Turning Movement Count Data Collection
- Preparation of paving and drainage plans
- Agency permitting
- Wetland mitigation is not included
- Floodplain mitigation is not included
- Traffic, environmental, geotechnical, MEP, and survey services are not included

Respectfully Submitted by:
**EXP U.S. Services, Inc.**

Signature

Tyler Blair / Transportation Manager
Name/Title

03/26/2025
Date

Alex Bohr 954-967-4357
**Baker Design Build**
Approval:

Signature

Kyle Davis / President
Name/Title

Date

THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

# TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 26, 2025 (the "Agreement") for the project "*Conceptual Design and Architectural Services on Adams Street and Forsyth Street from Hogan Street to Main Street*" (the "Project").*

1. **GENERAL**. The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client'), the professional design services identified in said cover letter as Scope of Services ("Services') for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre- printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.

2. **EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.

3. **CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.

4. **CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Clients independent consultants.

5. **OPINIONS OF PROBABLE COST.** EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.

6. **CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:

6.1. <u>On-Site Observations.</u> EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;

6.2. <u>Full-Time On-Site Representative (Project Representative).</u> The duties, responsibilities and limitations of authority of EXP's full-time on-site Project

# TERMS AND CONDITIONS

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Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;

6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP'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 Contract Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;

6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.

**7. ADDITIONAL SERVICES.** Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re- mobilization fee compensated as Additional Services.

**8. COMPENSATION AND PAYMENT.** Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

**9. OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication,

# TERMS AND CONDITIONS

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etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the terms and restriction of usage. Client shall have the non- exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

10. **INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all loses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project- Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project- Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.

11. **DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

12. **ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.**
Client is hereby notified that asbestos is prevalent in buildings constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services, Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

13. **"ADA" COMPLIANCE.** For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ('ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

14. **COMPLIANCE WITH CODES.** EXP's design shall

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conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

15. **LIMITATION OF LIABILITY.** Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims") arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof which are determined by a court to arise from the negligence of EXP. IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attomey's fees. No Claims shall be made more than two years after substantial completion of the Project.

16. **SOFTWARE WARRANTY.** EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

17. **APPLICABLE LAW.** The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Florida

18. **TERMINATION OR CANCELLATION.** This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.

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EXHIBIT C-2

SMITH SURVEYING GROUP

March 20, 2025

**Kyle F. Davis Principal, President of Engineering**
**Baker Design Build**
219 Newman Street, 2nd floor
Jacksonville, Fl 32202

Re: COJ Adams Street and Forsyth Street Tree Stakeout

Dear Kyle:

Pursuant to your request and on behalf of the firm, we are pleased to submit our proposal for our services on the above referenced project. We are confident that our survey product will be an asset to your design activities. Based on emails, and a review of our records, we are pleased to offer the following scope of work and fee proposal for your review and approval:

**SCOPE OF WORK:**

**PHASE 1:** Stake trees along Adams Street and Forsyth Street, from N Pearl Street to N Main Street. Coordinates for tree locations have been provided. (Phase 1 consists of 8 blocks total, 4 on each street) **(Remaining $2000.00, allotted for MOT will be used)**

Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Bench Mark.

We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

This scope of work is for a "one time" performance of the services as outlined herein; any survey points that are destroyed or lost due to construction activities, vandalism, acts of God, etc. that require replacement shall be replaced at CLIENT's expense and upon your authorization. Should the scope of work be changed by CLIENT either in writing or verbally, CLIENT agrees to pay Smith Surveying Group, LLC for any additional work involved in said changes at our Standard Billing Rates, unless a supplemental contract is agreed to and executed by both parties prior to the commencement of the changes. In the event all or a portion of the work prepared or partially prepared by our firm be suspended, abandoned, or terminated by CLIENT or others, CLIENT shall pay Smith Surveying Group, LLC for all fees, charges and services provided for the project, not exceeding any contractual limits specified herein.

Smith Surveying Group, LLC will not be liable for damages resulting from the actions or inactions of any regulatory or governmental agencies, and shall only act as an advisor on behalf of CLIENT in all governmental relations. All original papers, documents and all work product and copies thereof, produced

as a result of or incidental to this contract shall remain the property of Smith Surveying Group, LLC CLIENT agrees to grant us the right to assign without notice this agreement or any part thereof as we shall deem necessary for the completion of this project. We agree not to unreasonably damage the subject property, but CLIENT agrees to grant Smith Surveying Group, LLC the right to cut bushes and trees and to remove other objects interfering with our work as necessary in the performance of our work.

CLIENT further agrees that the standard of care for Smith Surveying Group, LLC's performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group, LLC shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group, LLC and the addressee only, and payment to Smith Surveying Group, LLC shall not be contingent on payment(s) from a third party.

This agreement supersedes any prior agreement, either expressed or implied, between the parties and that the terms and conditions stated herein constitute the full and complete agreement between the parties and no change or amendment thereof shall be effective except as agreed to in writing by both parties. If the above conditions are acceptable to CLIENT, please indicate your acknowledgment and agreement by executing this proposal in the space provided below.

Once again, we appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. If you have any questions, please do not hesitate to call me personally.

**Smith Surveying Group, LLC**

Tom Smith, PSM
President

Accepted By:_____
Printed Name:_____
Date:_____

## SURVEY FEE

**Phase 1**

| | | | |
|---|---|---|---|
| Field Crew: | 32 hours @ $180.02hr. | $ | 5,760.64 |
| CADD Technician: | 7 hours @ $130.00hr. | $ | 910.00 |
| **Total Fee** | | **$** | **6,670.64** |

**(-$ 2000.00 MOT CREDIT)**

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EXHIBIT C-2

# CONTRACT FEE SUMMARY FORMAT FOR

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>COJ Adams Street and Forsyth Street | **2. Task**<br>Tree Stakeout Phase 1 |
| **3. Name of Consultant**<br>Smith Surveying Group, LLC | **4. Date of Proposal**<br>3/24/2025 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal | $ - | 0 | $ 0.00 | |
| Project Manager | $ - | 0 | $ 0.00 | |
| Project Surveyor | $ - | 0 | $ 0.00 | |
| CADD | $ 47.27 | 7 | $ 330.90 | |
| Survey Crew | $ 65.46 | 32 | $ 2,094.78 | |
| Admin | $ - | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | | 39 | | $ 2,425.69 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 150 % x Total Direct Labor | | | $ 3,638.53 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 6,064.22 |
| **8. PROFIT: Labor Related Costs (Item** | x | | 10% | $ 606.42 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Legal Descriptions, acquisitions | $ 0.00 | |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| MOT | | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 6,670.64 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 6,670.64** |

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**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 75 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval to amend the award with Baker Consulting & Engineering, LLC d/b/a Baker Design Build (contract number 70949-24), to incorporate the attached scope and fee summary, Exhibit C-1, for Design Build Services for Downtown Complete Streets and Urban Trails, Adams and Forsyth improvements. Amendment 2A GMP is $1,469,303.37, allowing for completion of work 280 days from notice to proceed.

Funding Source: 10801.135801.565050.010085.00000000.00000.0000000 – to be executed by formal contract amendment through Office of General Counsel.

Attachments: Recommendation memo, Exhibit C-1, and Previous Award (s).

ANALYST _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Nina Sickler, P.E, Director of Public Works

---

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 5/16/2024

OTHER _____

---

ACTION OF AWARDING AUTHORITY DATE 5/17/2024

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1
DocuSign Envelope ID: 8E5DC70C-258E-4977-9B5E-3825AE1E3632

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
Jacksonville.gov

A NEW DAY

April 30, 2024

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E. DocuSigned by Nina Sickler
Director of Public Works

FROM: Sheldon Gibbs, P.E. DocuSigned by Sheldon Gibbs
Acting Chief, Engineering and Construction Management

SUBJECT: Amendment #2A Contract #70949-24 CDB-0058-23
Baker Consulting & Engineering, LLC d/b/a Baker Design Build
D/B Services for Downtown Complete Streets and Urban Trails - Adams and Forsyth Improvements

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Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0058-23, Contract #70949-24, has completed negotiations with Baker Consulting & Engineering, LLC d/b/a Baker Design Build to provide100% design for Adams and Forsyth Right-of-Way Enhancement as detailed in the attached Scope and Fee Summary, Exhibit C-1, in the amount of $1,469,303.37 and allowing 280 days from the Notice to Proceed for these services. Baker Consulting & Engineering, LLC d/b/a Baker Design Build is committed to meeting the 20% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Contract #70949-24, pending execution, for CDB-0058-23 between the City and Baker Consulting & Engineering, LLC d/b/a Baker Design Build., for Design Build Services for Downtown Complete Streets and Urban Trails be amended to incorporate the attached Scope and Fee Summary, Exhibit C-1 for Adams and Forsyth Improvements for the GMP amount of $1,469,303.37, known as Amendment #2A.

To be encumbered as follows:

| Accounts | TOTAL |
|---|---|
| 10801.135801.565050.010085.00000000.000000.0000000 | $1,469,303.37 |
| | $1,469,303.37 |

SG/lw

Attachment: Exhibit C-1

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

DocuSign Envelope ID: 8E5DC70C-258E-4977-9B5E-3825AE1E3632

EXHIBIT C-1

BAKER
Design Build

April 30, 2024

Jonathan Page, P.E.
Project Manager, City of Jacksonville
jonathanp@coj.net

RE: Amendment 2, Proposal for **CDB-0058-23 Design Build Services for Downtown Complete Streets and Urban Trails Projects** – Forsyth and Adams Right of Way Enhancements

Dear Mr. Page,

Please find our proposal for Amendment 2 attached. Amendment 2 includes the following tasks:

1. Forsyth & Adams Right of Way Enhancement Project:
   The objective of this task is to produce the design plans necessary to construct improvements associated with the Forsyth & Adams Right of Way Enhancement Project. This project includes the modification of the existing Forsyth and Adams corridors from Liberty Street to Jefferson Street in accordance with the concept plans dated 10/22/2022 and 01/16/2023, produced by Prosser.

   - Submittal of 30% Design Plans – **July 2024**
   - Submittal of 60% Design Plans – **October 2024**
     - **60% Design Plans will be submitted for 10 set review**
   - Submittal of 90% Design Plans – **January 2025**
     - **90% plan will be submitted for final 10 set review and approval.**
   - Submittal of Final 100% Design Plans – **January 2025**
   - Guaranteed Maximum Price (GMP) for the construction of Forsyth & Adams for the following segments will be provided based on level of priority and coordination with other projects:
     - Market to Newnan (potential - north side)
     - Newnan to Ocean (south side, potential – north side)
     - Ocean to Main (north side partial)
     - Main to Laura (south side partial, north side)
     - Laura to Hogan (south side, north side)
     - Hogan to Julia (south, north side)
     - Julia to Pearl (south side partial)
     - Pearl to Clay (south side)
     - Broad to Jefferson (potential – south side, potential – north side)

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Should you need additional information or have questions, please feel free to contact our team at 904-356-8520.

Sincerely,

Tamara G. Baker PE, SI, CGC, PhD
CEO

Attachments: Fee Schedule – Amendment 2

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

DocuSign Envelope ID: 8E5DC70C-258E-4977-9B5E-3825AE1E3632

EXHIBIT C-1

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>D-B Services for Downtown Complete Streets and Urban Trails Projects - Adams St & Forsyth St<br>Hogan Street | **2. Proposal No. / Contract No.**<br>CDB-0058-23 / TBD |
| **3. Name of Consultant**<br>Baker Consulting & Engineering LLC dba Baker Design Build | **4. Date of Proposal**<br>March 21, 2024 |

**PART II – LABOR RELATED COSTS**

| **5. Direct Labor (Limiting Amount)** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 84.00 | 192 | $ 16,128.00 | |
| Project Manager/Engineer of Record | $ 75.60 | 640 | $ 48,384.00 | |
| Surveyor | $ 71.40 | 0 | $ 0.00 | |
| Senior Staff Engineer | $ 66.15 | 232 | $ 15,346.80 | |
| QC/Field Engineer | $ 60.90 | 320 | $ 19,488.00 | |
| Cost Estimator | $ 55.65 | 248 | $ 13,801.20 | |
| Designer/Staff Engineer | $ 52.50 | 192 | $ 10,080.00 | |
| GIS Specialist | $ 42.00 | 0 | $ 0.00 | |
| Surveyor Field Supervisor | $ 47.25 | 0 | $ 0.00 | |
| Cad Technician | $ 39.90 | 368 | $ 14,683.20 | |
| Utility Coordinator | $ 36.75 | 116 | $ 4,263.00 | |
| Clerical | $ 30.45 | 232 | $ 7,064.40 | |
| Surveyor Operator | $ 26.25 | 0 | $ 0.00 | |
| Surveyor Rodman | $ 23.10 | 0 | $ 0.00 | |
| Community Relations | $ 115.64 | 80 | $ 9,251.20 | |
| **TOTAL DIRECT LABOR** | $ 60.49 | 2,620 | | $ 158,489.80 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 175 % x Total Direct Labor | | $ 277,357.15 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 435,846.95** |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **8. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **9. SUBCONTRACTS** | | |
| Halff | $ 304,514.18 | |
| EXP | $ 345,159.20 | |
| Smith Surveying Group | $ 217,310.01 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 866,983.39 |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | | |
| Geotechnical (Meskel) | $ 32,900.00 | |
| SUB-TOTAL REIMBURSABLES | | $ 32,900.00 |

**PART IV - SUMMARY**

| | | |
|---|---|---|
| SUBTOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) | | **$ 1,335,730.34** |
| **11. DESIGN BUILDER FEE** | x 10% | $ 133,573.03 |
| **12. GRAND TOTAL (1-11)** | | **$ 1,469,303.37** |

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EXHIBIT C-1

PROACTIVE STRATEGIES

9471 Baymeadows Road, Suite 307 | Jacksonville, FL 32256
shane@Pro-ActiveStrategies.com • www.Pro-ActiveStrategies.com
904.705.7996

October 20, 2023

The City of Jacksonville
Public Works
Attention: Ms. Nikita Reed, PE
Attention: Mr. David Hahn, PE
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

Baker Consulting & Engineering, LLC
219 N. Newnan Street
2nd Floor
Jacksonville, FL 32202

RE: Overhead Rate Calculation

Dear City of Jacksonville and Members of Baker Consulting & Engineering, LLC,

I have been asked by the members of Baker Consulting & Engineering (the "Company") to review and calculate the Company's Overhead Rate for the year ended December 31, 2022, based on criteria and information provided by the Company, to determine if the rate is greater than 175% of Direct Labor Costs as defined by the Company. I have performed no additional procedures regarding the financial information provided by the Company other than this request and also offer no opinion or assurance on the information.

The members of the Company have agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose and they are responsible for all the information provided. This report is not suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report. Each user, then, is responsible for determining whether the procedures are suitable for their purpose.

Based on my calculation, I have determined that the Company's Overhead Rate, as a percentage of Direct labor costs, is greater than 175% for the year ended December 31, 2022.

This information is intended solely for the use of the City of Jacksonville and members of the Company and should not be used by anyone other than these parties.

Sincerely,

Shane Cormier, CPA MAcc

AICPA Forensic and Valuation Services Section

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EXHIBIT C-1

halff

**SCOPE OF SERVICES (W. Forsythe St.)**
**3.20.24**

**Project Limits**

- **W Forsythe from N Jefferson St. to N Liberty St. from back of curb to back of ROW.**

**Utility Designating**

- Halff will designate subsurface utilities and perform passive scanning using geophysical prospecting equipment and mark with paint and/or pin flags.
- We anticipate designating buried communication, electric, natural gas, water, force mains, traffic signals and chilled water/heated water.
- Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

**Utility Locating (VVH)**

- VVH test holes will be performed on various subsurface utilities at locations specified by the Client. Halff will cut up to a 12-in. square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline of the utility.
    - W Forsyth – Up to 12 days (assume 50 VVH Test Holes).
- Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

**Permitting**

- Halff will obtain permits from the City of Jacksonville for MOT/TTC required to perform Utility Designating and Utility Locating.

**Deliverables**

- Deliverables for the Utility Designating will be a sketch provided in PDF format.
- Deliverables for the VVH Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Field Form in PDF format.

**Exclusions**

- Survey of paint marks and above ground utility appurtenances
- Survey by Others
- CADD
- Brick paver site restoration

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EXHIBIT C-1

**ATTACHMENT A**

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Exhibit B

EXHIBIT C-1

# CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
# CITY OF JACKSONVILLE, FLORIDA

## PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>W. Forsythe St. | **2. Proposal No. / Contract No.**<br>CDB-0058-23 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Halff | **4. Date of Proposal**<br>3.20.24 |

## PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| SUE Manager | $ 53.00 | 120 | $ 6,360.00 | |
| Sue Field Manager | $ 38.50 | 260 | $ 10,010.00 | |
| QC Manager | $ 57.50 | 60 | $ 3,450.00 | |
| Inspector 1 | $ 32.50 | 260 | $ 8,450.00 | |
| Inspector 2 | $ 26.50 | 260 | $ 6,890.00 | |
| **TOTAL DIRECT LABOR** | $ 36.63 | 960 | | $ 35,160.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate 190.25 % x Total Direct Labor | | | | $ 66,891.90 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 102,051.90** |
| **8. PROFIT: Labor Related Costs (Item 7)** x **10%** | | | | $ 10,205.19 |

## PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ | |
| Transportation & Shipping | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| AWP - Certified Traffic Control | $ $0 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| AWP - Certified Traffic Control - Contingency | $ 40000 | |
| SUB-TOTAL REIMBURSABLES | | $ 40,000.00 |

## PART IV - SUMMARY

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 152,257.09** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT C-1

halff

**SCOPE OF SERVICES (W. Adams St.)**
**3.20.24**

**Project Limits**

- W Adams St. from N Jefferson St. to N Liberty St. from back of curb to back of ROW.

**Utility Designating**

- Halff will designate subsurface utilities and perform passive scanning using geophysical prospecting equipment and mark with paint and/or pin flags.
- We anticipate designating buried communication, electric, natural gas, water, force mains, traffic signals and chilled water/heated water.
- Because of limited record information, Halff cannot guarantee that all utilities will be found and marked on the project.

**Utility Locating (VVH)**

- VVH test holes will be performed on various subsurface utilities at locations specified by the Client. Halff will cut up to a 12-in. square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline of the utility.
    - W Adam St – Up to 12 days (assume 50 VVH Test Holes).
- Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

**Permitting**

- Halff will obtain permits from the City of Jacksonville for MOT/TTC required to perform Utility Designating and Utility Locating.

**Deliverables**

- Deliverables for the Utility Designating will be a sketch provided in PDF format.
- Deliverables for the VVH Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Field Form in PDF format.

**Exclusions**

- Survey of paint marks and above ground utility appurtenances
- Survey by Others
- CADD
- Brick paver site restoration

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EXHIBIT C-1

**ATTACHMENT A**

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EXHIBIT C-1

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**
**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>W. Adams St. | **2. Proposal No. / Contract No.**<br>CDB-0058-23 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Halff | **4. Date of Proposal**<br>3.20.24 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| SUE Manager | $ 53.00 | 120 | $ 6,360.00 | |
| Sue Field Manager | $ 38.50 | 260 | $ 10,010.00 | |
| QC Manager | $ 57.50 | 60 | $ 3,450.00 | |
| Inspector 1 | $ 32.50 | 260 | $ 8,450.00 | |
| Inspector 2 | $ 26.50 | 260 | $ 6,890.00 | |
| **TOTAL DIRECT LABOR** | $ 36.63 | 960 | | $ 35,160.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate 190.25 % x Total Direct Labor | | | | $ 66,891.90 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 102,051.90** |
| **8. PROFIT: Labor Related Costs (Item 7)** x **10%** | | | | $ 10,205.19 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ | |
| Transportation & Shipping | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| AWP - Certified Traffic Control | $ $0 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| AWP - Certified Traffic Control - Contingency | $ 40000 | |
| SUB-TOTAL REIMBURSABLES | | $ 40,000.00 |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 152,257.09** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT C-1

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 18, 2023

Melissa Fleming, Strategic Pursuits Manager
HALFF ASSOCIATES, INC.
1201 North Bowser Road
Richardson, Texas 75081

Dear Ms. Fleming:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.3 - Photogrammetric Mapping
- 8.4 - Right of Way Mapping

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Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.4 - Systems Planning
13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering

Group 14 - Architect

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|---|
| 190.25% | 146.02% | 0.719% | Reimbursed | No | 4.60% | 13.55%* |

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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EXHIBIT C-1

# PRICE LIST

Pricing effective until further notice

Corporate Office
4244 Mt Pleasant St NW
North Canton, OH 44720

Local Office
425-2 Fentress Blvd
Daytona Beach, Florida 32114

**Bill To**
Halff Associates, Inc. - FL
1201 North Bowser Road
Richardson, Texas 75081

**WHO TO CONTACT FOR JOB ESTIMATES**
Laura Salmon | laura.salmon@awpsafety.com | (330) 604-4522

**EFFECTIVE DATE**
10-30-2023

Pricing effective until further notice

**WHO TO CONTACT FOR SCHEDULING**
Customer Call Center | info@awpsafety.com | (800) 343-2650
Schedule Online awpsafety.com/schedule-now

## Basic Traffic Control Offerings and Typical Additions

### Standard Flagging

| PRODUCT | PRODUCT CODE | QUANTITY | RATE PER |
|---|---|---|---|
| Traffic Control Employee - Daily - 8 Hour Day | 1M8D | 2.0 | Day |
| Standard Traffic Control Sign | STDSIGN | 8.0 | Day |
| Sign Stand | SSO | 8.0 | Day |
| Standard Traffic Cone | STC | 30.0 | Day |
| Vehicle Charge | VEH | 1.0 | Day |
| Port To Port | PORT | 1.0 | Each |
| **See Service Terms and Conditions below - regarding cancellations, partial days, emergency callout, overtime, nights/weekends/Holidays, etc.** | | Standard Example Total: | $1,152.59 |
| *Enhanced Flagging Package - Safety and Cost Optimization* | | | |
| AFAD - Automated Flagger Assistance Device (8 Hour Day) | AFAD8 | 2.0 | Day |
| **AFAD's will be deployed as site specific conditions permit and in accordance with MUTCD Standards.** | | AFAD Package Total: | $400.00 |
| *Single Lane Closure* | | | |
| Arrow Board | ARWBRD | 1.0 | Day |
| **Single Lane Closure will include the products of the standard flagging package with an additional arrow board to comply with MUTCD Standards.** | | Arrow Board Total: | $75.99 |
| *Sidewalk Closure* | | | |
| Sign Stand | SSO | 2.0 | Day |
| Standard Traffic Control Sign | STDSIGN | 2.0 | Day |
| ADA Wall | ADAWALL | 4.0 | Day |
| | | Sidewalk Closure Total: | $48.64 |

***DISCLAIMER: Basic Traffic Control Offerings above are indicative, and may not reflect what is required for a job to comply with MUTCD requirements. In this case, AWP Safety has the right to charge for additional equipment or labor used to comply with regulations. For complex traffic control estimates/quotes/bids, (i.e. Line Crossings, Interstate Work, Detours, Rentals, Special Events) - please contact the AWP estimator listed above.***

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# AWP Comprehensive Price List

| PRODUCT | PRODUCT CODE | REG PRICE | RATE PER |
|---|---|---|---|
| ***Barricades*** | | | |
| Type III Barricade w/ 2 A Flashers | T32A | $16.21 | Day |
| Type I Barricade w/ A Flasher | T1A | $8.11 | Day |
| ADA Wall | ADAWALL | $7.09 | Day |
| Type II Barricade Only | T2O | $5.07 | Day |
| Pedestrian Fence | PEDFENCE | $7.09 | Day |
| Type II Barricade w/ A Flasher | T2A | $8.11 | Day |
| Type I Barricade Only | T1O | $5.07 | Day |
| Attenuator - TL2 | ATTL2 | $354.62 | Day |
| 6' Water Filled Barrier | WFB6 | $10.13 | Day |
| Airport Water Barrier/Barricade | APWBAR | Varies | Day |
| Attenuator - TL3 | ATTL3 | $354.62 | Day |
| Type III Barricade Only | T3O | $10.13 | Day |
| Airport Barricade Light | APBL | Varies | Day |
| ***Channelizing*** | | | |
| Vertical Panel w/ Base | VPO | $2.03 | Day |
| Vertical Panel w/ A Flasher | VPA | $5.07 | Day |
| Traffic Drum w/ A Flasher | TDA | $5.07 | Day |
| 36" Reflectorized Cone | TC36R | $0.76 | Day |
| Grabber/Delineator w/ Base | GC42R | $1.27 | Day |
| Traffic Drum w/ Base | TDO | $2.03 | Day |
| 28" Reflectorized Cone | TC28R | $0.76 | Day |
| Standard Traffic Cone | STC | $0.76 | Day |
| ***Fleet*** | | | |
| Vehicle Charge | VEH | $75.99 | Day |
| TMA Truck Only - Daily | TMADLY | $658.58 | Day |
| ***Fuel*** | | | |
| Mileage | MILE | Varies | Mile |
| Fuel Surcharge - Light Vehicle | FUELLGT | Varies | Day |
| Fuel Surcharge - Heavy Vehicle | FUELHVY | Varies | Day |
| ***LEO*** | | | |
| Law Enforcement Officer (LEO) | LEO | Varies | Hour |
| Law Enforcement Officer Procurement and Processing | LEOP | $75.00 | Each |
| ***Labor*** | | | |
| TMA Truck Driver Labor - Hourly | TMAHRLY | $70.92 | Hour |
| Traffic Control Employee - Hourly | 1M | $60.79 | Hour |
| Traffic Control Employee - Daily - 10 Hour Day | 1M10D | $607.92 | Day |
| Traffic Control Supervisor - Hourly | 1TCS | $75.99 | Hour |
| Traffic Control Supervisor - Overtime/Night | 1TCSOT | $113.98 | Hour |
| TMA Truck Driver Labor - Daily - 8 Hour Day | TMAL8 | $567.39 | Day |
| Traffic Control Employee - Overtime/Night | 1MOT | $91.19 | Hour |
| Traffic Control Employee - Daily - 8 Hour Day | 1M8D | $486.34 | Day |
| Traffic Control Supervisor - Daily - 8 Hour Day | 1TCS8D | $486.34 | Day |
| TMA Truck Driver Labor - Daily - 10 Hour Day | TMAL10 | $709.24 | Day |
| Traffic Control Employee - Prevailing Wage Fringe | 1MPVF | Varies | Hour |
| Traffic Control Supervisor - Daily - 10 Hour Day | 1TCS10D | $607.92 | Day |
| Traffic Control Employee - Prevailing Wage | 1MPV | Varies | Hour |
| ***Misc.*** | | | |
| Sandbag | SNDBG | $1.50 | Day |
| Cold Patch | COLDP | $5.00 | Day |
| Steel Plate | STEEL | $15.00 | Day |
| Rumble Strips (6-pack) | RS | $303.96 | Day |
| Safety Flares (36-pack) | FLARE-S | $135.00 | Each |

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EXHIBIT C-1

| | | | |
|---|---|---|---|
| ***Mobilization*** | | | |
| Deliver Traffic Control | DEL | Varies | Hour |
| Deliver Traffic Control - After Hours | DELAH | Varies | Hour |
| Tear Down Traffic Control | TEARDW | Varies | Hour |
| Pick up Traffic Control | PICKUP | Varies | Hour |
| Tear Down Traffic Control - After Hours | TEARDWAH | Varies | Hour |
| Port To Port | PORT | Varies | Each |
| Set up Traffic Control - After Hours | SETUPAH | Varies | Hour |
| Set up Traffic Control | SETUPTRFC | Varies | Hour |
| Pick up Traffic Control - After Hours | PICKUPAH | Varies | Hour |
| ***Per Diem*** | | | |
| Per Diem - Per Person | PD | Varies | Day |
| Lodging - Per Person | LODGE | Varies | Day |
| ***Permit*** | | | |
| Permit | PT | Varies | Each |
| ***Signs*** | | | |
| Custom Sign Medium (10 to 16 Sq. Ft.) | CS16 | $5.07 | Day |
| Custom Sign Large (>16 Sq. Ft.) | CS17 | $5.07 | Day |
| Flag w/ Dowel | FLAGDWL | $0.51 | Day |
| Flagger Paddle | PADRENT | $2.03 | Day |
| Temporary No Parking Sign | TNP | $5.07 | Day |
| Custom Sign Small (<10 Sq. Ft.) | CS10 | $5.07 | Day |
| Standard Traffic Control Sign | STDSIGN | $5.07 | Day |
| ***Stands*** | | | |
| Embedded Sign Post | UCH | $5.07 | Day |
| Buster/Spring Sign Stand w/A Flasher | SPGA | $8.11 | Day |
| Sign Stand | SSO | $5.07 | Day |
| Large Sign Stand | LSSO | $5.07 | Day |
| Buster/Spring Sign Stand Only | SPG | $5.07 | Day |
| Buster/Spring Sign Stand w/B Flasher | SPGB | $11.15 | Day |
| ***TCP*** | | | |
| Traffic Control Plan (TCP) | TCP | Varies | Page |
| Traffic Control Plan (TCP) - Engineer Stamped | TCPSTMP | Varies | Page |
| ***Trailered Assets*** | | | |
| Arrow Board | ARWBRD | $75.99 | Day |
| Message Board | MSGBRD | $177.31 | Day |
| Light Tower | LT | $253.30 | Day |
| Flagger Station Light | FSL | $253.30 | Day |
| Radar Speed Trailer | RADAR | $75.99 | Day |
| Portable Traffic Signal (PTS) | PTS | $126.65 | Day |
| Variable Speed Trailer | VST | $75.99 | Day |
| AFAD - Automated Flagger Assistance Device (8 Hour Day) | AFAD8 | $200.00 | Day |
| AFAD - Automated Flagger Assistance Device (10 Hour Day) | AFAD10 | $250.00 | Day |
| ***Warning Lights*** | | | |
| Type A Flasher | AFL | $3.04 | Day |
| Type B Hi-Intensity Flasher | BFL | $5.07 | Day |

## AWP Safety Service Terms and Conditions

1. Price list is valid until further notice; project estimates are valid for 30 days after transmission from AWP.
2. Standard billing rates apply to any planned work scheduled at least one week in advance.
3. Estimates may be based on an 8-hour day rate or 10-hour day rate according to customer requirements. The default day rate will be an 8-hour day if not specifically requested by the customer. Overtime (or night) work performed is billed at 1.5 times the per hour rate.
4. Any work scheduled on a weekend – Saturday or Sunday – or a holiday – defined as one of the 11 U.S. Federal holidays – will be charged at 2.0 times the standard billing rate. Emergency work – any work or action necessary at the site of an emergency to restore or deliver essential services, including, but not limited to, repairing water, gas, electricity, telephone, sewer facilities, or public transportation facilities, removing fallen trees on public rights-of-way, dredging navigational waterways, or abating life-threatening conditions or a state of emergency declared by a governing agency – will be charged at 2.0 times the standard billing rate. In situations where multiple premium rates may apply, the highest applicable rate will be billed with a maximum of 2.0 times the standard billing rate.

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5. The minimum daily rate is 5 hours for an 8-hour day rate and 7 hours for a 10-hour day rate. Any work performed over the minimum daily rate, but below the hours for a totaly daily rate, will be charged at the full day rate at AWP's sole discretion
6. Same week scheduled work is subject to have 1.2 times mark up at AWP's sole discretion.
7. Law Enforcement Officers (LEO) are billed with a 1.35 times markup plus a $75 processing fee. LEO terms will be back-to-back to LEO contractor agreement.
8. Prevailing wage requirements and Permit Fees are billed with a 1.35 times mark-up.
9. Permit and Traffic Plans are individually priced based on scope and costs.
10. Per Diem and Port-to-Port will be billed at the applicable rates.
11. Escalation charges for fuel and labor will be applied as necessary based on indexes at AWP's sole discretion and reviewed on a monthly basis.
12. Payment Terms
    1. Net 30 days for credit approved customers and pre-pay for customers not credit approved;
    2. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum;
    3. Credit card payment credit processing fees will be charged at a rate allowable by applicable law;
    4. We must be notified in advance of situations calling for the payment of prevailing wages and fringes. In such cases, please consult the applicable U.S. Department of Labor Wage;
    5. Special Events require an upfront deposit of 50% at least 14 days in advance of work being done.
13. Penalties
    1. A $50 surcharge is applied to all invoices rejected due to a lack of a job number, PO number, or customer signature.
    2. A billable cancel fee of 75% will be applied on all scheduled jobs canceled with less than 24 hours' notice. The minimum cancellation fee for all canceled jobs will be $675 based on the assumption of a 2-man standard flagging operation. Billable cancel fees will not apply for inclement weather-related cancellations.
14. The above rates include all personnel and equipment charges relating to a DOT- defined standard flagging operation. Exceptions include crash trucks, arrow boards, message boards and work zone design services, which are priced based on specific job requirements.
15. Sales tax shall be charged at the applicable rate on all taxable transactions.

## AWP Safety Equipment Rental Terms and Conditions

1. The rental of all equipment by you (the "Lessee") from AWP, Inc. DBA AWP Safety (the "Lessor") is subject to the terms and conditions of this Lease Agreement (this "Agreement" or this "Lease Agreement").
2. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon any equipment and shall ensure that no equipment is subjected to careless or needlessly rough usage, and shall, at the Lessee's own expense, maintain and ultimately return to the Lessor the equipment and its appurtenances, together with any tools and accessories pertaining thereto, the whole in good repair and running order. The Lessee is responsible for all routine maintenance and repair. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this Lease, pay the cost of; (a) all lubricants required to operate the equipment; (b) all repairs required to be made to the equipment to maintain the equipment in good and proper operating condition in accordance with the operator's manual; and (c) replacing broken or worn-out parts.
3. The Lessee shall indemnify and hold harmless the Lessor against all loss and damage to the equipment during the term of this Lease. Without limiting the foregoing, the Lessee shall indemnify and hold harmless the Lessor against all loss, expenses, penalties, damages, condemnations and legal costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damages suffered by any person because of the equipment or the operation, handling, transportation or use of the equipment by or while in the hands of the Lessee or the Lessee's employees, agents, representatives or carriers. The Lessee shall remain responsible for the equipment until it has been returned to the Lessor (or in the case of loss or theft of the equipment until the total replacement value of the equipment has been provided to the Lessor, as calculated in accordance with the other provisions of these terms and conditions). The Lessee shall maintain at the Lessee's own expense, public liability and all risk property insurance in adequate amounts to fully cover this indemnity. The Lessee hereby renounces all claims against the Lessor for any loss or damage it may suffer, either directly or indirectly, by reason of the condition of the equipment or its suitability for the work Lessee performs.
4. The Lessee agrees to pay, upon delivery, all monies as provided for in this Agreement and that in the event of non-payment by Lessee, Lessee agrees to pay all collection fees, including reasonable attorneys fees and costs incurred in the collection of unpaid monies.
5. Without limiting the other provisions of this Agreement, the Lessee shall insure the equipment against all losses or damage of any kind whatsoever in: (a) an amount to be calculated in this Agreement; or (b) the amount of the equipment's full replacement cost, and hereby assigns to the Lessor all such policies of insurance and the proceeds therefrom. Replacement cost shall, for the purposes of this Agreement, be deemed to include disassembly, replacement and inspection of the equipment and/or loss of rental income and all other associated costs, excluding a deduction for depreciation.
6. The Lessee agrees that in the event of damages, loss or theft of the equipment, and whether or not through the negligence of the Lessee and/or its servants, agents, employees, or other users and whether or not acting within the scope of their employment, the Lessee will pay the Lessor the fair market value cost of the equipment and rental charges shall continue until the equipment is returned to the Lessor, except in the case of loss or theft of the equipment, rental charges shall only continue until the Lessor receives the fair market value cost.
7. Our payment terms are net 30 days. Interest on balances not paid within net 30 days will be charged at the rate of 18% per annum.
8. The Lessor shall calculate the total number of calendar days of the equipment is in the Lessee's possession. The term shall be deemed to commence at the time the equipment departs from the Lessor's premises and shall be deemed to have terminated at the time the subject equipment arrives at the Lessor's premises. It is agreed by the parties that the rental period shall include the duration of time when the equipment is being transported to and from the Lessor's premises. There shall be a minimum one (1) day rental charge regardless of the actual period of rental if less than one (1) day.

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EXHIBIT C-1

## Governing Law; Jurisdiction; Miscellaneous

1. The provisions of this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of the Stark County Court of Common Pleas for any actions, suits or proceedings arising out of or relating to this quote or the transactions contemplated by this Agreement. The parties agree that any action arising from or related to this quote shall not be subject to removal to federal court for any reason and each party irrevocably waives any such right. If Customer/Lessee removes or attempts to remove any action to federal court, notwithstanding the above prohibitions, Customer/Lessee shall pay AWP's reasonable attorneys' fees and costs incurred in obtaining a remand of the action. AWP is entitled to recover its attorney's fees and costs in enforcing this Agreement.
2. From the date of commencement of services until one year following the completion of services, Customer/Lessee and AWP both agree that they shall not solicit or offer to employ any employee of the other who is performing services under this Agreement, without the express written permission of an authorized representative. Both parties agree that any such solicitation, offer or employment of any employee who performed services under this Agreement would cause great or irreparable harm to each party and that each party would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the employee solicited (or former employee as the case may be) representing the cost of training a new employee. Accordingly, each party agrees to pay the other, as liquidated damages, an amount equal to double the solicited employee's (or former employee's) annual compensation.

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**Consultant Work Order Proposal No. 1**

March 14, 2024

Ms. Olivia Bray
Project Manager
Baker Design Build
219 N. Newnan St. – 2nd Floor
Jacksonville, FL 32202

Re: Design Services on Forsyth Street (from Jefferson Street to Liberty Street)

Dear Ms. Bray:

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter of agreement ("Agreement") to Baker Design Build ("Client") for professional services for the above referenced project. The proposed professional services will be provided in accordance with the terms and conditions set forth herein and attached.

## I. General

EXP understands the Client has requested a proposal to provide professional services for the development of full design plans and permitting support for the necessary construction efforts associated with the reconstruction of Forsyth Street from Jefferson Street to Liberty Street. We have structured our proposal to be consistent with the processes required by Local, State, and Federal requirements. Our proposed scope of services, schedule, and fee are as follows:

## II. Scope of Work

For the Project described above, EXP shall provide the following professional services:

**Task 1 – Project Coordination / Meetings / Clerical**

EXP shall provide progress reports, engage in bi-weekly project meetings, and provide timely invoices with a summary of tasks completed during the invoicing period.

**Task 2 – Data Inventory and Collection**

EXP shall conduct a field review to better understand existing conditions and collect all available stormwater and utility information to identify potential conflict locations.

**Task 3 – Plans Development**

EXP shall prepare plans consistent with the City of Jacksonville Land Development Procedures Manual design

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standards. The plans will include detailed drawings for the following submittal requirements:

1. **Coversheet**
2. **Signature Sheet**
3. **Key Sheet**
4. **Project Layout**
5. **General Notes**
6. **Typical Sections**
7. **Site Geometry**
8. **Paving and Grading Plan**
9. **Utility Plan**
10. **Landscape Plan**
11. **Irrigation Plan**
12. **Hardscape Plan**
13. **Site Amenities / Site Furniture Plan**
14. **Lighting Plan**
15. **Photometric Plan**
16. **Sediment and Erosion Control Plan**
17. **Stormwater Pollution Prevention Plan (SWPPP)**
18. **Temporary Traffic Control Plan**
19. **Detail Sheets**
20. **Tabulation of Quantities**

**Task 4 – Lighting Analysis**
As part of the lighting plan, EXP shall provide a Lighting Design Analysis Report (LDAR) and voltage drop calculations for lighting documentation.

**Task 5 – Agency Permitting**
EXP shall provide full permitting support for the following agencies, including application packages, plans, and comment responses:

1. St. Johns River Water Management District (ERP)
2. City of Jacksonville (30%, 60%, 90%, and 100% Plans)
3. Florida Department of Environmental Protection Water Application
4. Florida Department of Environmental Protection Wastewater Application
5. Jacksonville Electric Authority (Electrical, Water, Sewer, and Irrigation)

**Deliverables**
The following deliverables will be produced:

- 30% Design Plans
- 60% Design Plans
- 90% Design Plans
- 100% Design Plans
- Lighting Design Analysis Report

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- Voltage Drop Calculations
- St. Johns River Water Management District ERP
- Drainage Report
- FDEP Water Application Approval
- FDEP Wastewater Application Approval
- JEA Water Design and Construction Permit
- JEA Wastewater Design and Construction Permit
- JEA Electric Underground Commercial Permit

**Task 6 – Construction Support**

EXP shall provide full as-built review, approval, and certification support at project completion, as well as address any Requests for Additional Information (RAI) as construction is underway on-site.

**III. Reporting**

EXP shall meet with the Project Manager, as requested, to provide updates on each stage of the applications, as well as coordinate and participate in discussions with public officials if needed.

EXP shall submit timely monthly invoices electronically with corresponding progress reports to document and support the work completed for approval by the Client Project Manager.

**IV. Client Responsibilities**

It is understood that EXP will perform services under the sole direction of the Client or their designated representative. In the performance of these services, EXP will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide EXP with all project related information available including any existing plans, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, environmental reports, permit application fees, etc. EXP will rely upon the accuracy and completeness of all Client-furnished information in connection with the performance of services under this agreement.

**V. Length Of Service**

The project shall be completed in a timely fashion in coordination with the Client, the City of Jacksonville, and with consideration to agency review periods.

**VI. Fee Estimate/Method of Compensation**

This Work Order will be complete for an hourly not-to-exceed (NTE) amount of **$172,579.60**. The method of compensation will be in accordance with Section VII of the professional services Agreement.

**VII. Compensation**

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EXP will perform the above-mentioned services on a time and expense basis for an hourly NTE fee of **$172,579.60**. Invoicing will be based on current contract hourly rates in effect at the time of work effort. If additional funds become necessary, EXP will notify Client of such, prior to exceeding the initial budget or subsequent amended budget. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed $5,000.00. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

| Schedule of Deliverables | | | |
|---|---|---|---|
| **Task, Sub-Task or Activity ID #** | **Major Task, Sub-Task Activity, or Deliverable** | **Fee Amount** | **Fee Basis** |
| 1 | Project Coordination / Meetings / Clerical | $10,768.00 | NTE |
| 2 | Data Inventory and Collection | $7,904.80 | NTE |
| 3 | Plans Development (30%, 60%, 90%, 100%) | $84,004.00 | NTE |
| 4 | Lighting Analysis | $3,920.00 | NTE |
| 5 | Agency Permitting | $53,056.40 | NTE |
| 6 | Construction Support | $7,926.40 | NTE |
| | Subtotal – Professional Services | $167,579.60 | |
| | Allowance for Reimbursable Expenses | $ 5,000.00 | NTE |
| | TOTAL | $172,579.60 | |

**VIII. Additional Services / Exclusions**

The Client may establish an allowance for additional services requested by the Client and for unforeseen circumstances, which shall be utilized at the sole discretion of the Client.

If an unforeseen issue should arise in any of the following tasks, the Consultant remains available to provide additional services as requested by the Client based on our hourly rates. Any scope not anticipated, EXP can provide an additional scope of work. Services not included under this agreement include:

- Benefit Cost Analysis (BCA)
- Public Involvement
- Turning Movement Count Data Collection
- Preparation of traffic signal modification plans
- Preparation of traffic signal timing plans
- Preparation of roadway plans
- Preparation of signal location plans
- Wetland mitigation is not included
- Floodplain mitigation is not included
- Traffic, environmental, geotechnical, architectural, MEP, structural, and survey services are not included

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Submitted by:
**EXP U.S. Services, Inc.**

_____
Signature

Tyler Blair / Transportation Manager
Name/Title

03/14/2024
Date

**Baker Design Build**
Approval:

_____
Signature

Kyle Davis / President
Name/Title

_____
Date

Work Order No.: _____

(Assigned by the Client upon approval, if applicable)

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THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

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# TERMS AND CONDITIONS

EXHIBIT C-1

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 14, 2024 (the "Agreement")*
*for the project "Design Services on Forsyth Street (from Jefferson Street to Liberty Street)" (the "Project")*

1. **GENERAL**. The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client'), the professional design services identified in said cover letter as Scope of Services ("Services') for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre- printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.

2. **EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.

3. **CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.

4. **CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Clients independent consultants.

5. **OPINIONS OF PROBABLE COST.** EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.

6. **CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:

6.1. <u>On-Site Observations.</u> EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;

6.2. <u>Full-Time On-Site Representative (Project Representative).</u> The duties, responsibilities and limitations of authority of EXP's full-time on-site Project

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# TERMS AND CONDITIONS

EXHIBIT C-1

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 14, 2024 (the "Agreement")*
*for the project "Design Services on Forsyth Street (from Jefferson Street to Liberty Street)" (the "Project")*

Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;

6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP'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 Contract Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;

6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.

7. **ADDITIONAL SERVICES.** Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re- mobilization fee compensatedas Additional Services.

8. **COMPENSATION AND PAYMENT.** Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

   EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

   In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

9. **OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication,

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etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the terms and restriction of usage. Client shall have the non- exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

10. **INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all loses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project- Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project- Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.

11. **DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

12. **ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.**
Client is hereby notified that asbestos is prevalent in buildings constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services, Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

13. **"ADA" COMPLIANCE.** For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ('ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

14. **COMPLIANCE WITH CODES.** EXP's design shall

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# TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 14, 2024 (the "Agreement")*
*for the project "Design Services on Forsyth Street (from Jefferson Street to Liberty Street)" (the "Project")*

conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

15. **LIMITATION OF LIABILITY.** Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims") arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof which are determined by a court to arise from the negligence of EXP. IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attorney's fees. No Claims shall be made more than two years after substantial completion of the Project.

16. **SOFTWARE WARRANTY.** EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

17. **APPLICABLE LAW.** The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Florida

18. **TERMINATION OR CANCELLATION.** This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.

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EXHIBIT C-1

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I – GENERAL**

| | |
|---|---|
| **1. Project**<br>D-B Services for Downtown Complete Steets and Urban Trails Projects<br>Forsyth Street | **2. Proposal No. / Contract No.**<br>CDB-0058-23 / TBD |
| **3. Name of Consultant**<br>EXP U.S. Services, Inc. | **4. Date of Proposal**<br>March 22, 2024 |

**PART II – LABOR RELATED COSTS**

| **5. Direct Labor (Limiting Amount)** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager/Engineer of Record | $ 86.54 | 79 | $ 6,836.66 | |
| Sr. Landscape Architect | $ 70.25 | 90 | $ 6,322.50 | |
| Landscape Architect | $ 46.27 | 181 | $ 8,374.87 | |
| Senior Staff Engineer | $ 80.00 | 118 | $ 9,440.00 | |
| Designer/Staff Engineer | $ 65.45 | 355 | $ 23,234.75 | |
| Cad Technician | $ 50.92 | 80 | $ 4,073.60 | |
| GIS Specialist | $ 50.91 | 80 | $ 4,072.80 | |
| **TOTAL DIRECT LABOR** | $ 63.43 | 983 | | $ 62,355.18 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 93,532.77 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 155,887.95** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 8% | $ 11,691.60 |

**PART III – OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | $ 5,000.00 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 5,000.00 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| Geotechnical | $ | |
| Environmental | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV – SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 172,579.55** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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**Consultant Work Order Proposal No. 2**

March 14, 2024

Ms. Olivia Bray
Project Manager
Baker Design Build
219 N. Newnan St. – 2nd Floor
Jacksonville, FL 32202

Re: Design Services on Adams Street (from Jefferson Street to Liberty Street)

Dear Ms. Bray:

EXP U.S. Services, Inc. ("EXP") is pleased to submit this letter of agreement ("Agreement") to Baker Design Build ("Client") for professional services for the above referenced project. The proposed professional services will be provided in accordance with the terms and conditions set forth herein and attached.

## I. General

EXP understands the Client has requested a proposal to provide professional services for the development of full design plans and permitting support for the necessary construction efforts associated with the reconstruction of Adams Street from Jefferson Street to Liberty Street. We have structured our proposal to be consistent with the processes required by Local, State, and Federal requirements. Our proposed scope of services, schedule, and fee are as follows:

## II. Scope of Work

For the Project described above, EXP shall provide the following professional services:

**Task 1 – Project Coordination / Meetings / Clerical**

EXP shall provide progress reports, engage in bi-weekly project meetings, and provide timely invoices with a summary of tasks completed during the invoicing period.

**Task 2 – Data Inventory and Collection**

EXP shall conduct a field review to better understand existing conditions and collect all available stormwater and utility information to identify potential conflict locations.

**Task 3 – Plans Development**

EXP shall prepare plans consistent with the City of Jacksonville Land Development Procedures Manual design

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standards. The plans will include detailed drawings for the following submittal requirements:

1. **Coversheet**
2. **Signature Sheet**
3. **Key Sheet**
4. **Project Layout**
5. **General Notes**
6. **Typical Sections**
7. **Site Geometry**
8. **Paving and Grading Plan**
9. **Utility Plan**
10. **Landscape Plan**
11. **Irrigation Plan**
12. **Hardscape Plan**
13. **Site Amenities / Site Furniture Plan**
14. **Lighting Plan**
15. **Photometric Plan**
16. **Sediment and Erosion Control Plan**
17. **Stormwater Pollution Prevention Plan (SWPPP)**
18. **Temporary Traffic Control Plan**
19. **Detail Sheets**
20. **Tabulation of Quantities**

**Task 4 – Lighting Analysis**
As part of the lighting plan, EXP shall provide a Lighting Design Analysis Report (LDAR) and voltage drop calculations for lighting documentation.

**Task 5 – Agency Permitting**
EXP shall provide full permitting support for the following agencies, including application packages, plans, and comment responses:

1. St. Johns River Water Management District (ERP)
2. City of Jacksonville (30%, 60%, 90%, and 100% Plans)
3. Florida Department of Environmental Protection Water Application
4. Florida Department of Environmental Protection Wastewater Application
5. Jacksonville Electric Authority (Electrical, Water, Sewer, and Irrigation)

**Deliverables**
The following deliverables will be produced:

- 30% Design Plans
- 60% Design Plans
- 90% Design Plans
- 100% Design Plans
- Lighting Design Analysis Report

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- Voltage Drop Calculations
- St. Johns River Water Management District ERP
- Drainage Report
- FDEP Water Application Approval
- FDEP Wastewater Application Approval
- JEA Water Design and Construction Permit
- JEA Wastewater Design and Construction Permit
- JEA Electric Underground Commercial Permit

**Task 6 – Construction Support**

EXP shall provide full as-built review, approval, and certification support at project completion, as well as address any Requests for Additional Information (RAI) as construction is underway on-site.

**III. Reporting**

EXP shall meet with the Project Manager, as requested, to provide updates on each stage of the applications, as well as coordinate and participate in discussions with public officials if needed.

EXP shall submit timely monthly invoices electronically with corresponding progress reports to document and support the work completed for approval by the Client Project Manager.

**IV. Client Responsibilities**

It is understood that EXP will perform services under the sole direction of the Client or their designated representative. In the performance of these services, EXP will coordinate its efforts with those of other project team members and consultants as required. The Client shall provide EXP with all project related information available including any existing plans, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, environmental reports, permit application fees, etc. EXP will rely upon the accuracy and completeness of all Client-furnished information in connection with the performance of services under this agreement.

**V. Length Of Service**

The project shall be completed in a timely fashion in coordination with the Client, the City of Jacksonville, and with consideration to agency review periods.

**VI. Fee Estimate/Method of Compensation**

This Work Order will be complete for an hourly not-to-exceed (NTE) amount of **$172,579.60**. The method of compensation will be in accordance with Section VII of the professional services Agreement.

**VII. Compensation**

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EXP will perform the above-mentioned services on a time and expense basis for an hourly NTE fee of **$172,579.60**. Invoicing will be based on current contract hourly rates in effect at the time of work effort. If additional funds become necessary, EXP will notify Client of such, prior to exceeding the initial budget or subsequent amended budget. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed $5,000.00. Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

| Schedule of Deliverables | | | |
|---|---|---|---|
| **Task, Sub-Task or Activity ID #** | **Major Task, Sub-Task Activity, or Deliverable** | **Fee Amount** | **Fee Basis** |
| 1 | Project Coordination / Meetings / Clerical | $10,768.00 | NTE |
| 2 | Data Inventory and Collection | $7,904.80 | NTE |
| 3 | Plans Development (30%, 60%, 90%, 100%) | $84,004.00 | NTE |
| 4 | Lighting Analysis | $3,920.00 | NTE |
| 5 | Agency Permitting | $53,056.40 | NTE |
| 6 | Construction Support | $7,926.40 | NTE |
| | Subtotal – Professional Services | $167,579.60 | |
| | Allowance for Reimbursable Expenses | $ 5,000.00 | NTE |
| | TOTAL | $172,579.60 | |

**VIII. Additional Services / Exclusions**

The Client may establish an allowance for additional services requested by the Client and for unforeseen circumstances, which shall be utilized at the sole discretion of the Client.

If an unforeseen issue should arise in any of the following tasks, the Consultant remains available to provide additional services as requested by the Client based on our hourly rates. Any scope not anticipated, EXP can provide an additional scope of work. Services not included under this agreement include:

- Benefit Cost Analysis (BCA)
- Public Involvement
- Turning Movement Count Data Collection
- Preparation of traffic signal modification plans
- Preparation of traffic signal timing plans
- Preparation of roadway plans
- Preparation of signal location plans
- Wetland mitigation is not included
- Floodplain mitigation is not included
- Traffic, environmental, geotechnical, architectural, MEP, structural, and survey services are not included

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Submitted by:
**EXP U.S. Services, Inc.**

_____
Signature

Tyler Blair / Transportation Manager
Name/Title

03/14/2024
Date

**Baker Design Build**
Approval:

_____
Signature

Kyle Davis / President
Name/Title

_____
Date

Work Order No.: _____

(Assigned by the Client upon approval, if applicable)

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THE CLIENT ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

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# TERMS AND CONDITIONS

EXHIBIT C-1

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 14, 2024 (the "Agreement")*
*for the project "Design Services on Adams Street (from Jefferson Street to Liberty Street) " (the "Project")*

1. **GENERAL.** The Terms and Conditions set forth herein and in the attached cover letter constitute an offer by **EXP U.S. Services Inc.**, ("EXP") to perform for the Company to whom this cover letter is addressed ("Client'), the professional design services identified in said cover letter as Scope of Services ("Services') for Client's project as defined therein ("Project"). EXP's offer becomes a contract on these same terms and conditions when accepted or acknowledged by Client or by EXP's commencing performance of the Services. This contract supersedes all previous understandings or writings, if any, and constitutes the entire agreement between EXP and Client relating to the Services. Pre- printed terms and conditions on Client purchase orders are not accepted regardless of when issued. EXP shall have the right, at its sole option, to rescind its offer if the Services have not commenced within ninety (90) days of the date of EXP's offer.

2. **EXP'S OBLIGATIONS.** EXP will endeavor to perform its Services using that degree of care and skill ordinarily exercised by reputable members of its profession under similar circumstances. No other warranty express or implied is made or intended.

3. **CLIENT'S OBLIGATIONS.** Client shall, at his expense, provide full, complete and correct information, including, but not by way of limitation: a program of objectives, constraints, criteria, and budget; a legal description and current certified land survey of the property; geotechnical surveys such as soil borings, ground corrosion, evaluations of hazardous materials, resistivity tests, and the like, with appropriate professional recommendations; Laboratory and environmental tests of air and water pollution, hazardous materials, and other such inspections and reports required by law or otherwise; all legal, accounting and insurance counseling services required for the Project. EXP shall be entitled to rely upon the accuracy of such Client-furnished information.

4. **CONSULTANT SERVICES.** Where EXP procures consultant services such as, subsurface engineers, pollution engineers, and other similar specialists required for the Project, on behalf of Client, EXP does so as an administrative/invoicing convenience to Client and such consultants shall be considered Client's Independent Consultants. EXP makes no representation of, and does not assume responsibility or liability for, the work or services for Client's Independent Consultants. EXP shall be entitled to rely upon the accuracy of services, including reports or surveys, provided by Clients independent consultants.

5. **OPINIONS OF PROBABLE COST.** EXP's opinions of probable construction cost represent its best judgment as a design professional familiar with the construction industry and are not guarantees by EXP of actual construction cost. EXP has no control over material cost, labor, methods of construction or bid procedures. Accordingly, EXP does not warrant or represent that contractor bids will not vary from the Project budget or EXP's opinion of probable construction cost. If Client desires greater assurance of cost, Client shall engage the services of an independent construction cost estimator.

6. **CONSTRUCTION PHASE SERVICES.** If so specified in the attached cover letter, EXP shall provide certain construction phase services, but in any event subject to the following limitations:

6.1. <u>On-Site Observations.</u> EXP shall visit the site periodically to become generally familiar with the progress and quality of the construction work (Work) and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, EXP shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as an architect or engineer, EXP shall keep Client informed of the progress and quality of the Work. EXP shall in no event have control or charge of the construction and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform. EXP shall not have the authority to stop the construction Work. EXP shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the contract documents;

6.2. <u>Full-Time On-Site Representative (Project Representative).</u> The duties, responsibilities and limitations of authority of EXP's full-time on-site Project

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Representative shall be as described in AIA Document B352, 1993 edition, incorporated herein;

6.3. Submittal Review. EXP shall review and take appropriate action upon those contractor submittals specifically required under the Contract Documents such as shop drawings, product data, samples, etc., but only for the limited purpose of reviewing for conformance with information given and the design concept expressed in the Contract Documents. Review is not for the purpose of (a) determining accuracy and completeness of other details such as dimension or quantities (b) for substantiating instructions or performance of equipment or systems designed by Contractor nor (c) review or approval of safety precautions, construction means, methods, techniques, sequence or procedures. EXP'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 Contract Documents, EXP shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents;

6.4. Payment Request Review. Based on EXP's on-site observations of the Work, EXP shall review contractor applications for payment and shall advise Client if the Work has progressed to the point indicated on the payment application;

6.5. As-Built or Record Drawings. EXP shall provide drafting of changes to plans based on Contractor-supplied information which is impossible to verify.

7. **ADDITIONAL SERVICES.** Changes in scope or extent of Services may be made from time to time by mutual written or oral agreement. Any Additional Services required because of such changes will be charged at EXP's customary rates in effect at that time. Unless otherwise agreed in writing all Terms and Conditions of this contract shall apply. Changes in these Terms and Conditions can only be made by written consent of EXP. Services not completed before the completion date stated in the cover letter, through no fault of EXP, shall be considered Additional Services. Projects suspended for more than thirty (30) days through no fault of EXP shall be subject to a re- mobilization fee compensatedas Additional Services.

8. **COMPENSATION AND PAYMENT.** Client shall compensate EXP the amounts stipulated in the cover letter, however such amounts shall be subject to adjustment for escalation if, through no fault of EXP, the Services are not completed within the time stipulated in the cover letter, In addition to the amounts for Services, EXP shall be compensated for reimbursable expenses such as travel, duplication, plotting, prints, messenger services, additional insured provisions or increased limits of insurance, and other reasonably identifiable costs incurred in connection with the Services. Such reimbursable expenses shall be invoiced at cost or EXP's customary rate, plus 10% handling and, unless specifically stated otherwise in the cover letter, are in addition to any amounts stated as maximum compensation. The amount of any excise, Value Added Tax (VAT), gross receipts tax or other tax (excepting taxes on EXP's income) may be imposed by any Authority having jurisdiction shall be added to compensation due hereunder and shall be in addition to any amounts agreed to as maximum compensation.

EXP shall be entitled to payment for Services rendered on the basis of EXP's invoices submitted monthly. Invoices shall be due and payable within 20 days after receipt. Past due invoices shall accrue interest at the rate of one and one-half percent per month. No retention shall be withheld. All accounts receivable must be current before EXP shall seal drawings, issue drawings to contractors for bidding, or issue drawings for permit application. EXP reserves the right to stop Services and/or withhold documents for reasons of non-payment and EXP shall not be liable for delays which may result from such stoppage.

In the case of lump-sum fee arrangements, invoices shall reflect the percentage of work completed as estimated by EXP to the date indicated on the invoice. For all other fee arrangements, invoices shall indicate the fees earned on the basis of effort expended. A service charge of 5% of the invoice amount shall be added to all invoices prepared on special Client forms or requiring back-up such as time sheets, copies of receipts, and the like. Waivers of Lien will be provided, upon request, after receipt by EXP of monies due.

9. **OWNERSHIP OF WORK PRODUCT.** Any and all documents, plans or materials in whatever form, including electronic media (software, disks, tapes, telecommunication,

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etc.) prepared pursuant to or otherwise resulting from this contract are instruments of professional service and shall be and at all times remain the sole property of EXP. Client shall be entitled to retain hard copy of such documents and plans for informational use and references in connection with Client's use and occupancy of this specific property only. Computer diskettes of project documents will not be released by EXP without agreement in writing stipulating the terms and restriction of usage. Client shall have the non- exclusive license to use all software for Client's internal business use only. All raw data or Client information furnished by Client to EXP which are incorporated in or processed by the software will continue to be owned by the Client, and not EXP. EXP will not be responsible for any consequence of re-use, other use, or adaptation of such documents without EXP's express written approval.

10. **INSURANCE.** EXP is protected by Professional Liability Insurance, Worker's Compensation Insurance and Comprehensive General Liability Insurance and will furnish certificates upon request. Any additional insurance or limits or "additional insured endorsement" shall be provided as a reimbursable expense at actual cost or EXP's scheduled charge. Client agrees to cause the Contractor to (a) provide Comprehensive General Liability Insurance for the Project naming EXP and Client as Additional Insureds; (b) to defend, indemnify, and hold harmless EXP and Client from any and all loses, cost, damages, and expenses resulting from the Contractors Work on the Project, including without limitation claims arising out of or in connection with construction worker injuries. Client agrees to notify EXP of the existence of any Project- Specific Professional Liability Policy applicable to the Project which includes EXP as an Insured by name or reference so that EXP may, in a timely and effective manner coordinate its own insurance program. Should such a Project- Specific Professional Liability Policy be purchased by Client or Client's contractors, Client agrees to make available to EXP a certified copy of the Policy and to cooperate with EXP in obtaining data with respect to possible claims against that Policy.

11. **DISPUTES.** If a dispute arises out of or relates to this contract and if said dispute cannot be settled through direct discussions, the parties hereto agree to first endeavor to settle the dispute in an amicable manner by mediation through the Construction Mediation Service before having recourse to arbitration or a judicial forum.

12. **ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.**
Client is hereby notified that asbestos is prevalent in buildings constructed prior to 1978. Client acknowledges that EXP has no expertise in detecting the presence of, or specifying removal or disposal or containment of asbestos or hazardous materials at the Project site. Client shall solely have the responsibility to determine the presence of, and specify the removal, disposal or containment of asbestos or other hazardous materials at the Project site. Client agrees to employ an industrial hygienist or other qualified specialist for such purpose, and acknowledges that EXP has not been contracted to provide such services, Client agrees to defend, indemnify and hold harmless EXP from any and all asbestos, pollution, and/or hazardous waste-related claims arising against EXP relative to the presence, detection, removal or disposal of asbestos and or other hazardous wastes at the Project site.

13. **"ADA" COMPLIANCE.** For Projects of new construction, EXP shall endeavor to design the Project in conformity with the Americans with Disabilities Act ('ADA") Accessibility Guidelines, 28 CFR Part 36 (July 26, 1991) (hereinafter the 'Act') and advise Client if any accommodation is structurally impractical. For modifications to an existing facility of any type, EXP shall endeavor to identify existing barriers and needed accommodations as those terms are used in the Act, and inform Client of the existence of these barriers and needed accommodations. It is Client's sole responsibility to determine whether to exclude a specific accommodation because the accommodation is not readily achievable or unduly burdensome. EXP shall not be responsible to determine whether it is necessary to remove all barriers identified in order to comply with the Act. Such determination shall be made by Client. If Client requests EXP to prepare alternate design documents or specifications with the intent of ascertaining or demonstrating that certain aspects of the Project are unduly burdensome or not readily available, such services shall be Additional Services.

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# TERMS AND CONDITIONS

*The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated March 14, 2024 (the "Agreement")*
*for the project "Design Services on Adams Street (from Jefferson Street to Liberty Street) " (the "Project")*

conform to local applicable codes in effect, and as interpreted by building officials, at the time the design is prepared; however, EXP shall not be responsible for changes to the Project resulting from changes in local or applicable codes or changes in interpretation thereof by authorities having jurisdiction. Mechanical Engineering design for environmental conditioning shall be designed in accordance with ASHRAE and local applicable standards subject to the conditions above; however, EXP shall not be responsible to perform tests of existing systems, outdoor/indoor air quality, building material performance (existing or new), nor other similar environmental conditions having an effect on air quality.

15. **LIMITATION OF LIABILITY.** Client recognizes the inherent risks, rewards, and benefits of the Project. Accordingly, Client agrees that, to the fullest extent permitted by law, Client shall defend, indemnify, and hold harmless EXP from and against any claims, damages, losses, costs, injuries, and expenses, including attorney's fees, (hereinafter 'Claims") arising out of the Project hereunder excepting from the indemnity and hold harmless obligation only those claims or portions thereof which are determined by a court to arise from the negligence of EXP. IN NO EVENT SHALL CLIENT BE ENTITLED TO OBTAIN FROM EXP, ITS AGENTS, REPRESENTATIVES, OFFICERS, EMPLOYEES, OR INDEPENDENT CONTRACTORS, 'DAMAGES' ARISING FROM EXP'S BREACH OF THIS AGREEMENT, OR FOR ITS FAILURE TO PERFORM ITS SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE PROVIDED FOR HEREIN, IN EXCESS OF FIFTY THOUSAND DOLLARS OR THE TOTAL FEE AMOUNT PAID BY CLIENT, WHICHEVER IS LESS. "Damages" as used herein, shall include tort damages, contract damages, strict liability damages, liquidated damages, economic losses, penalties, fines and attomey's fees. No Claims shall be made more than two years after substantial completion of the Project.

16. **SOFTWARE WARRANTY.** EXP warrants that with respect to software it has created and supplies under this contract, if any, that for a period of six (6) months after installation the software will perform in material conformance with the specifications agreed to in the statement of work. In the event of a breach of this warranty, Client shall promptly notify EXP in writing of the perceived defect and provide EXP with access to the software. This warranty will not apply to the extent the defect is caused by a modification of the software by Client, the failure of Client's system or third-party software not embedded in EXP's software. In the event that EXP determines that it has, in fact, breached any of its warranties, EXP shall either (a) correct the defect; (b) replace the software without charge; or (c) refund to Client the portion of its fees associated with the software. With respect to software developed by a third party, if permitted by the third party, EXP will pass-through whatever warranty it receives from third party to Client. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, SUCH OTHER WARRANTIES BEING SPECIFICALLY DISCLAIMED BY EXP.**

17. **APPLICABLE LAW.** The rights and obligations of the parties under this contract shall be interpreted in accordance with and governed in all respects by the State of Florida

18. **TERMINATION OR CANCELLATION.** This contract may be terminated by either party upon seven days prior written notice. In the event of termination, EXP shall be compensated by Client for all Services performed up to and including the termination date, including reimbursable expenses, and/or the completion of such Services and records as are necessary to place EXP's files in order and/or protect its professional reputation. In the event of bankruptcy or insolvency of Client or if the financial condition of Client at any times does not, in the judgment of EXP, justify continuance of the work, EXP shall be entitled to cancel this contract and receive reimbursement for its reasonable and proper cancellation charges.

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EXHIBIT C-1

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**
**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>D-B Services for Downtown Complete Steets and Urban Trails Projects<br>Adams Street | **2. Proposal No. / Contract No.**<br>CDB-0058-23 / TBD |
| **3. Name of Consultant**<br>EXP U.S. Services, Inc. | **4. Date of Proposal**<br>March 22, 2024 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor (Limiting Amount)** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager/Engineer of Record | $ 86.54 | 79 | $ 6,836.66 | |
| Sr. Landscape Architect | $ 70.25 | 90 | $ 6,322.50 | |
| Landscape Architect | $ 46.27 | 181 | $ 8,374.87 | |
| Senior Staff Engineer | $ 80.00 | 118 | $ 9,440.00 | |
| Designer/Staff Engineer | $ 65.45 | 355 | $ 23,234.75 | |
| Cad Technician | $ 50.92 | 80 | $ 4,073.60 | |
| GIS Specialist | $ 50.91 | 80 | $ 4,072.80 | |
| **TOTAL DIRECT LABOR** | $ 63.43 | 983 | | $ 62,355.18 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 93,532.77 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 155,887.95** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 8% | $ 11,691.60 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ 5,000.00 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 5,000.00 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| Geotechnical | $ | |
| Environmental | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 172,579.55** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT C-1

SMITH SURVEYING GROUP

February 22, 2024

**Kyle F. Davis Principal, President of Engineering**
219 Newman Street, 2nd floor
Jacksonville, Fl 32202

Re: COJ Adams Street - Jefferson St. to Liberty St. Topographic, Route, and SUE Surveying Proposal

Dear Kyle:

Pursuant to your request and on behalf of the firm, we are pleased to submit our proposal for our services on the above referenced project. We are confident that our survey product will be an asset to your design activities. Based on our telephone conversation, a review of our records and a personal walk over of the site, we are pleased to offer the following scope of work and fee proposal for your review and approval:

## SCOPE OF WORK:

**TASK 1.** Prepare a Topographic and Route Survey (lidar will utilized for a portion) of the proposed design route along the public rights-of-way (see attachment A) for a project centerline length of approximately 4500 feet, plus 25 feet along the 24 side intersection streets, for a total project survey length of approximately 5100 linear feet. Width of the survey effort will be from Right of Way to Right of Way including the face of buildings. Our survey effort will include Topographic, Route, SUE R/W monumentation and tree survey of all trees 4 inches and larger. All hardscape including driveways, sidewalks, hedges, signs, mailboxes, and landscape planters will be located. Sanitary and Storm drainage structures along with sizes and type. All utilities including electric, gas, phone, water, fire hydrants, irrigation, fiber optic, junction boxes and poles. All above ground visible evidence of utilities will be located. The route survey shall be utilized for the purposes of a civil engineering design for the proposed Complete Streets Project. DTM will be produced from R/W to R/W including the face of buildings, per the specifications for length of project. Roadway Sections at 100 foot intervals on Right of Way to Right of Way. Smith Surveying Group will establish a limited right of way survey to retrace and reestablish the existing right of way lines and any parcel lines will be mapped per record plats and deed when available. No baselines, or replacement of missing property corners will be established for this project. See attached survey/sue estimates. Additional assistance will be required from JEA Water/ Wastewater and COJ Streets and Drainage for access into the Storm and Sanitary system in all of the required intersections and streets.

~~**TASK 2.** Provide SUE efforts to meet ASCE 38-02 Quality Level A and Level B. 120 Test holes will be included (see attached proposal from McKim & Creed).~~

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Deliverables will be a Topographic and Route Survey, AutoCad Civil 3D 2018 format. Final signed and sealed survey maps will be in pdf format. Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Bench Mark.

Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, Smith Surveying Group, LLC will assume no liability, expressed or implied, for the correctness of said species identification. Tree locations will be provided within the existing R/W for all trees 4" DBH and larger.

We anticipate delivery of the preliminary product within 150-180 days from receipt of written Notice To Proceed, weather and site conditions permitting. Final deliverables shall be two (2) signed and sealed blueline prints, and an electronic drawing file, if requested. Additional sealed copies may be furnished at a nominal charge, if requested. We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached man hour estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

This scope of work is for a "one time" performance of the services as outlined herein; any survey points that are destroyed or lost due to construction activities, vandalism, acts of God, etc. that require replacement shall be replaced at CLIENT's expense and upon your authorization. Should the scope of work be changed by CLIENT either in writing or verbally, CLIENT agrees to pay Smith Surveying Group, LLC for any additional work involved in said changes at our Standard Billing Rates, unless a supplemental contract is agreed to and executed by both parties prior to the commencement of the changes. In the event all or a portion of the work prepared or partially prepared by our firm be suspended, abandoned, or terminated by CLIENT or others, CLIENT shall pay Smith Surveying Group, LLC for all fees, charges and services provided for the project, not exceeding any contractual limits specified herein.

Smith Surveying Group, LLC will not be liable for damages resulting from the actions or inactions of any regulatory or governmental agencies, and shall only act as an advisor on behalf of CLIENT in all governmental relations. All original papers, documents and all work product and copies thereof, produced as a result of or incidental to this contract shall remain the property of Smith Surveying Group, LLC CLIENT agrees to grant us the right to assign without notice this agreement or any part thereof as we shall deem necessary for the completion of this project. We agree not to unreasonably damage the subject property, but CLIENT agrees to grant Smith Surveying Group, LLC the right to cut bushes and trees and to remove other objects interfering with our work as necessary in the performance of our work.

CLIENT further agrees that the standard of care for Smith Surveying Group, LLC's performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group, LLC shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group, LLC and the addressee only, and payment to Smith Surveying Group, LLC shall not be contingent on

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payment(s) from a third party.

This agreement supersedes any prior agreement, either expressed or implied, between the parties and that the terms and conditions stated herein constitute the full and complete agreement between the parties and no change or amendment thereof shall be effective except as agreed to in writing by both parties. If the above conditions are acceptable to CLIENT, please indicate your acknowledgment and agreement by executing this proposal in the space provided below.

Once again, we appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. If you have any questions, please do not hesitate to call me personally.

**Smith Surveying Group, LLC**

Tom Smith, PSM
President

Accepted By:_____
Printed Name:_____
Date:_____

**Adams Street Topographic, Route and SUE Proposal**

**SURVEY ESTIMATE**

**Task 1**

| | | | |
|---|---|---|---|
| Field Crew: | 415 hours @ $180.02hr. | $ | 74,708.30 |
| CADD Technician: | 182 hours @ $130.00hr. | $ | 23,660.00 |
| Principal | 4 hours @$ 180.02hr. | $ | 720.08 |
| PSM: | 20hours @ $ 175.01 | $ | 3,500.20 |
| ~~SUE Estimate~~ | | ~~$~~ | ~~174,400.00~~ |
| ~~MOT Flagging Workzone~~ | | ~~$~~ | ~~10,000.40~~ |
| ~~SSG Admin. of SUE~~ | | ~~$~~ | ~~26,156.24~~ |
| **Total Estimated Fee** | | **$** | 112,585.22 |

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# CONTRACT FEE SUMMARY FORMAT FOR

EXHIBIT C-1

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>D-B Services for Downtown Complete Streets and Urban Trails Projects | **2. Task**<br>Adams Topo SUE |
| **3. Name of Consultant**<br>Smith Surveying Group, LLC | **4. Date of Proposal**<br>2/23/2024 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $ 65.46 | 4 | $ 261.84 | |
| Project Surveyor | $ 63.64 | 20 | 1,272.80 | |
| Field Crew | $ 65.46 | 415 | $ 27,165.90 | |
| MOT | $ 90.91 | 40 | 3,636.40 | |
| CADD Technician | $ 47.27 | 182 | $ 8,603.14 | |
| **TOTAL DIRECT LABOR** | | 661 | | $ 40,940.08 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 150 % x Total Direct Labor | | | $ 61,410.12 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 102,350.20 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 10,235.02 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Legal Descriptions, acquisitions | $ 0.00 | |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| SUE Level A & B | | $ 174,400.00 |
| SSG Administration of SUE | | $ 26,160.00 |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ 200,560.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 112,585.22 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | $ 112,585.22 |

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EXHIBIT C-1

SMITH SURVEYING GROUP

February 22, 2024

**Kyle F. Davis Principal, President of Engineering**
219 Newman Street, 2nd floor
Jacksonville, Fl 32202

Re: COJ Forsyth Street from Jefferson St. to Liberty St. Topographic, Route, and SUE Surveying Proposal

Dear Kyle:

Pursuant to your request and on behalf of the firm, we are pleased to submit our proposal for our services on the above referenced project. We are confident that our survey product will be an asset to your design activities. Based on our telephone conversation, a review of our records and a personal walk over of the site, we are pleased to offer the following scope of work and fee proposal for your review and approval:

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Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, Smith Surveying Group, LLC will assume no liability, expressed or implied, for the correctness of said species identification. Tree locations will be provided within the existing R/W for all trees 4" DBH and larger.

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CLIENT further agrees that the standard of care for Smith Surveying Group, LLC's performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group, LLC shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group, LLC and the addressee only, and payment to Smith Surveying Group, LLC shall not be contingent on

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payment(s) from a third party.

This agreement supersedes any prior agreement, either expressed or implied, between the parties and that the terms and conditions stated herein constitute the full and complete agreement between the parties and no change or amendment thereof shall be effective except as agreed to in writing by both parties. If the above conditions are acceptable to CLIENT, please indicate your acknowledgment and agreement by executing this proposal in the space provided below.

Once again, we appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. If you have any questions, please do not hesitate to call me personally.

**Smith Surveying Group, LLC**

Tom Smith, PSM
President

Accepted By: _____
Printed Name: _____
Date: _____

**Forsyth Street Topographic, Route and SUE Proposal**

**SURVEY ESTIMATE**

**Task 1**

| | | | |
|---|---|---|---|
| Field Crew: | 380 hours @ $180.02hr. | $ | 68,407.60 |
| CADD Technician: | 170hours @ $130.00hr. | $ | 22,100.00 |
| Principal | 4 hours @$ 180.02hr. | $ | 720.08 |
| PSM: | 20 hours @ $ 175.01hr. | $ | 3,500.20 |
| **MOT** Flagging Workzone | | $ | 10,000.40 |
| ~~SUE estimate~~ | | ~~$~~ | ~~174,400.00~~ |
| ~~SSG admin. of SUE~~ | | ~~$~~ | ~~26,156.51~~ |
| **Total Estimated Fee** | | **$** | 104,724.79 |

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# SUMMARY FORMAT FOR

EXHIBIT C-1

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>D-B Services for Downtown Complete Streets and Urban Trails Projects | **2. Task**<br>Forsyth Topo SUE |
| **3. Name of Consultant**<br>Smith Surveying Group, LLC | **4. Date of Proposal**<br>2/23/2024 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $ 65.46 | 4 | $ 261.84 | |
| Project Surveyor | $ 63.64 | 20 | 1,272.80 | |
| Field Crew | $ 65.46 | 380 | $ 24,874.80 | |
| MOT | $ 90.91 | 40 | 3,636.40 | |
| CADD Technician | $ 47.27 | 170 | $ 8,035.90 | |
| **TOTAL DIRECT LABOR** | | 614 | | $ 38,081.74 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate 150 % x Total Direct Labor | | | | $ 57,122.61 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 95,204.35 |
| **8. PROFIT: Labor Related Costs (Item 7)** x 10% | | | | $ 9,520.44 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Legal Descriptions, acquisitions | $ 0.00 | |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| SUE Level A & B | | $ 174,400.00 |
| SSG Administration of SUE | | $ 26,160.00 |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ 200,560.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 104,724.79 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | $ 104,724.79 |

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EXHIBIT C-1

**Exhibit B**
**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**
**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Adams & Forsyth | **2. Proposal No. / Contract No.**<br>230382 |
| **3. Name of Consultant orSubconsultant:**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>December 4, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 65.63 | 2 | $ 131.26 | $ 131.26 |
| Sr. Project Engineer/Project Manager | $ 60.58 | 12 | $ 726.96 | $ 726.96 |
| Project Engineer | $ 37.50 | 0 | $ 0.00 | $ - |
| Engineering Intern | $ 25.50 | 46 | $ 1,173.00 | $ 1,173.00 |
| Driller | $ 22.17 | 0 | $ 0.00 | $ - |
| Assistant Driller | $ 18.50 | 0 | $ 0.00 | $ - |
| Senior Engineering Technician | $ 26.00 | 16 | $ 416.00 | $ 416.00 |
| CADD/Computer Technician | $ 26.50 | 8 | $ 212.00 | $ 212.00 |
| Secretary/Clerical | $ 27.88 | 4 | $ 111.52 | $ 111.52 |
| **TOTAL DIRECT LABOR** | $ 31.49 | 88 | | $ 2,770.74 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 200 % x Total Direct Labor | | $ 5,541.48 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 8,312.22 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ 831.22 |

**PART III - OTHER COSTS**

| **9. Miscellaneous Direct Costs (Lump Sum)** | | | | |
|---|---|---|---|---|
| **Field Exploration** | | | | |
| Use of Support Truck, days | 5 | $ 185.00 | $ 925.00 | |
| Mobilization of ATV/Truck Rig, LS | 1 | $ 565.00 | $ 565.00 | |
| SPT Borings, ATV/Truck Rig, 0-50', per ft | 448 | $ 14.50 | $ 6,496.00 | |
| PT Borings, ATV/Truck Rig, 50-100', per ft | 0 | $ 17.50 | $ 0.00 | |
| Hand Auger Boring, per foot | 0 | $ 11.25 | $ 0.00 | |
| Extra Spoons, 0-50 feet, ea. | 0 | $ 45.00 | $ 0.00 | |
| Grouting, 0-50 feet, per foot | 400 | $ 6.00 | $ 2,400.00 | |
| Grouting, 50-100 feet, per foot | 0 | $ 7.50 | $ 0.00 | |
| Temp Casing, 4-inch, 0-50 feet, per ft | 0 | $ 11.00 | $ 0.00 | |
| Movement Between Borings, per crew hr | 7 | $ 175.00 | $ 1,225.00 | |
| **Laboratory Testing** | | | | |
| Natural Moisture Content, each | 15 | $ 20.00 | $ 300.00 | |
| Percent Fines, each | 6 | $ 50.00 | $ 300.00 | |
| Organic Content, each | 2 | $ 48.00 | $ 96.00 | |
| Grain Size, each | 6 | $ 90.00 | $ 540.00 | |
| Atterberg Limits, each | 1 | $ 110.00 | $ 110.00 | |
| Series Corrosion, each | 8 | $ 224.00 | $ 1,792.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 14,749.00 |
| **10. SUBCONSULTANTS (Lump Sum)** | | | | |
| Flagging/Lane Closures | | | $ 9,000.00 | |
| | | | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | | | $ 9,000.00 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | | | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 32,892.44** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT C-1

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 19, 2023

Antoinette Meskel, President
MESKEL & ASSOCIATES ENGINEERING, PLLC
3728 Philips Highway, Suite 208
Jacksonville, Florida 32207

Dear Ms. Meskel:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense | Field Direct Expense | Published Fee Schedule |
|---|---|---|---|---|---|---|---|
| 231.00% | 142.37% | 1.247% | Reimbursed | No | 8.20% | 0.00%* | Yes |

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

**Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.**

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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Finance and Administration Department

EXHIBIT C-1

# CITY OF JACKSONVILLE

August 23, 2023

Meskel and Associates Engineering, LLC
3728 Philips Hwy, Ste 208
Jacksonville, FL 32207
Attn: Antoinette Meskel

**Re: JSEB Recertification Approved**

Dear Ms. Meskel:

The City of Jacksonville is pleased to announce that your company has been re-certified as a Jacksonville Small and Emerging Business Enterprise (JSEB). This certification enables your company to compete for work and perform work as a JSEB enterprise. JSEB certification does NOT guarantee work. Your company is certified to participate in the areas of:

**907 Architectural and Engineering Services, Non-Professional:**
Refer to JSEB Directory for specific commodities
**909 Building Construction Services, New (Incl. Maintenance and Repair Services)**
Refer to JSEB Directory for specific commodities
**912 Construction Services, General (Including Maintenance and Repair Services):**
Refer to JSEB Directory for specific commodities
**918 Consulting Services**
Refer to JSEB Directory for specific commodities
**925 Engineering Services, Professional:**
Refer to JSEB Directory for specific commodities
**926 Environmental and Ecological Services:**
Refer to JSEB Directory for specific commodities
**989 Sampling and Sample Preparation Services (For Testing):**
Refer to JSEB Directory for specific commodities

**Meskel & Associates Engineering, PLLC** will be identified as a certified JSEB on our website for tracking purposes. The City of Jacksonville's Equal Business Opportunity website can be found at the web address below.

Your company's stature with the City of Jacksonville is active for two years provided there are no changes in ownership, control/operations of the company, or eligibility requirements during this certification period. Please be advised that you are required to notify this agency immediately of any changes in your business ownership, control/operations, or business service capabilities.

Sincerely,

Sandy Simpson, Interim EEO/JSEB Administrator
Equal Business Opportunity Office-Jacksonville Small Emerging Business Program

**Certification Approval Date:** **August 23, 2023**
**Certification Expiration Date:** **August 25, 2025**

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**EBO FORM 1**
**SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

Name of Proposer: **Baker Consulting & Engineering LLC, dba, Baker Design Build**

Project Title: **Design-Build Services for Downtown Complete Streets and Urban Trails Project – Adams & Forsyth**

Proposal Number: **CDB-0058-23** Total Base Proposal Amount (if applicable): **$1,469,303.37**

***Please list all JSEBs first**

| Full Company Name | JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic) | Type of Work to be Performed | Total Contract Value or Percentage |
|---|---|---|---|
| Baker Consulting & Engineering LLC, dba, Baker Design Build | Women | Management/Supervision | 39% |
| Smith Surveying Group | Non-MBE | Mapping & Surveying | 15% |
| Meskel Associates Engineering | Women | Geotechnical Engineering | 2% |
| | | | |
| | | | |
| Halff | N/A | Design/Landscape | 21% |
| EXP | N/A | Design | 23% |
| | | | |
| | | | |
| | | | |

Attach additional list of subcontractors/sub-consultants as needed

| CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES | |
|---|---|
| African-American Participation Total | $ N/A |
| Hispanic-American Participation Total | $ N/A |
| Native-American Participation Total | $ N/A |
| Asian-American Participation Total | $ N/A |
| Woman Participation Total | $ 602,319.88 |
| Non-MBE Participation Total | $ 217,310.01 |

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: Tamara G. Baker Title: Member/Mgr Date: 3/27/24

Print Name: Tamara G. Baker

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**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 75 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to amend the award with Baker Consulting & Engineering, LLC d/b/a Baker Design Build (contract number 70949-24), to incorporate the attached scope and fee summary, Exhibit B-1, for Design Build Services for Downtown Complete Streets and Urban Trails, Hogan Street Corridor. Amendment 1A GMP is $2,002,826.98, allowing for completion of work 360 days from notice to proceed.

Funding Source: 32124.153101.565051.010395.00000000.00000.0000000 – to be executed by formal contract amendment through Office of General Counsel.

Attachments: Recommendation memo, Exhibit B-1, and Previous Award (s).

ANALYST Bjkemp
BENJAMIN KEMP

RESPECTFULLY SUBMITTED
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 12/14/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 12/15/2023

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 75 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

The Department of Public Works has completed negotiations with Baker Consulting & Engineering, LLC d/b/a Baker Design Build., for Design Build Services for Downtown Complete Streets and Urban Trails that includes the attached contract Rate Schedules, Exhibit A. The Period of service will be from date of executed agreement to project completion. The maximum indebtedness not to exceed $8,000,000.00.

Funding Source: 32111.153103.565051.006237.00000000.00000.0000000 – to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation memo, Exhibit A, and Previous Award (s).

ANALYST BENJAMIN KEMP

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 11/16/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 11/17/2023

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
~~For: Mayor Donna Deegan~~
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 75 **NUMBER RECEIVED:** 3 **OTHER:** 0

### SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFQ and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on August 17th, 2023. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 146.00

Recommend approval to begin negotiations with Baker Consulting and Engineering, LLC, d/b/a Baker Design Build, as receiving the highest score in accordance with the evaluation and ranking above. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation memo, Scoring Sheet, Previous Award(s), Bid Tabulation, Evaluation Matrix.

ANALYST _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 9/21/2023

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 9/25/23

APPROVED ✓ DISAPPROVED _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____ Karen Bowling
~~Chief Administrative Officer~~
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 75 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Public Works has completed the evaluation of the one responsive, responsible bidder for the subject RFQ. Recommend approval to conduct an oral interview with Baker Consulting and Engineering, LLC, d/b/a/ Baker Design Build (Average Score:92.5).

Attachments: Recommendation Memo, Tabulation and Scores, Evaluation Criteria and Previous Award

ANALYST for JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 7/27/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/28/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: EC9139CB-86D9-44D9-9E84-4F977DEAD5B1

**SUBJECT: RFQ FOR DESIGN BUILD SERVICES FOR DOWNTOWN COMPLETE STREETS AND URBAN TRAILS PROJECTS**

**BID #: CDB-0058-23** **OPEN DATE: 5/24/23**

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD**

**AGENCY:** DEPARTMENT OF PUBLIC WORKS

**BASIS OF AWARD:** EVALUATION CRITERIA

**NUMBER OF BIDS INVITED:** 78 **NUMBER RECEIVED:** 3 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
The City had previously issued this RFQ and received three proposals. Recommend approval to reject bids from Pelticoat-Schmitt Civil Contractors, Inc. and J.B. Coxwell Contracting, Inc., as non-responsive for failure to meet minimum requirements and submit completed forms. In accordance with Section 126.701 of the Procurement Manual, it would not be advantageous to resolicit the bid. Request to move forward and evaluate the sole responsive bidder's proposal from Baker Consulting & Engineering LLC, DBA Baker Design Build

Attachments: Recommendation Memo, Tabulation, Evaluation Criteria, Rejection Letters

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Robin G. Smith P.E. Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/8/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/9/23

APPROVED ✓ DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

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