Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

# 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: Bay St Pedestrian Safety Improvements

**Requested Action and Justification:**

Recommend approval to amend the award with JB Coxwell Contracting to incorporate amendment 20A, Exhibit V-1, to provide 100% design service for Pedestrian and Safety Improvements on Bay Street along with the construction of the Eastern Traffic Calming Intersection based on the attached proposal in the amount of $2,580,961.76.

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

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | JB Coxwell Contracting Inc | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 08/04/2021 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 71754-22 | **PO #:** | TBD | **Change Order #:** | N/A |
| **Solicitation #:** | DB CDB-0132 21 | **Contract #:** | 71754-22 | **Contract ADM #:** | 20A |
| **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:** | 33101 | **Center:** | 153104 | **Acct:** | 565050 | **Proj:** | 011261 | **Activity:** | 0000000000 | $ 2,580,961.76 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 2,580,961.76 | **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 20991F8ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/19/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 2/19/2026 |
| **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:** | |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

# 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.*

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

APPROVED
By Ben Koeppen at 3:35 pm, Feb 19, 2026

Exhibit V-1

**J.B. Coxwell Contracting, Inc.**
6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

February 11, 2026 (Rev. #2)

Scott Carter, P.E.
City of Jacksonville Department of Public Works Engineering
& Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

**Re: Fee Proposal for Bay Street Road Improvements – Phase 1**
**Design-Build Construction Delivery for City of Jacksonville**
**City Contract No. 71754-22**

Dear Mr. Carter:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to submit for your review and consideration the following design-build scope of services and attached lump sum fee proposal for the above referenced project. The general scope of the work in Phase 1 includes design & post design services for the roadway improvements, the construction of the eastern table top intersection and the construction of the landscape medians. Also included with this proposal is an aerial map showing the limits of construction, ETM's design services proposal, the schedule of values and a preliminary construction schedule. A future proposal will be provided at the request of COJ for the construction portion of Phase 2, which includes the Western Traffic Calming Intersection, Bay Street lane reduction and the installation of a traffic signal at the western tabletop.

The proposed lump sum amount for this project is $2,580,961.76, which includes varying contingencies ranging from 0% to 15% depending on the scope for the project contingency. The project contingency is for the Design-Builder's benefit and not for changed field conditions, unknown field conditions or added scope of work. This proposal's design or engineering elements are limited to the work as stipulated in the attached proposal from ETM. However, JBCCI will obtain a COJ right of way permit for this work as required. This proposal includes tenset approval with assistance from Public Works to expedite the approval process to meet the project schedule. The work related to this entire project (Phase 1 & Future Phase 2) will be completed within five hundred forty calendar days (540) from notice to proceed.

This lump sum amount is inclusive of only those services noted on the attached proposal(s) and which are anticipated at this time. No services or work other than those noted in the proposals are included. Additionally, any unknown condition(s) which may surface during design or any other increase in scope of services may result in a request for additional services. However, no work will proceed without first obtaining prior approval from COJ for additional services. This proposal is valid for thirty (30) days unless otherwise agreed upon.

# Phase 1

**Eastern Traffic Calming Intersection**
*(Four Seasons / Daily's / Lot J East Entrance)*

- Civil Engineering and utility coordination, including ten-set approval
- Demo of existing roadway as required

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- Realignment of the existing Lot J entrance
- Construction of the new entrance to Four Seasons (Inside ROW)
- Construction of raised intersection for pedestrian and vehicular traffic
- Installation of brick pavers within the traffic calming intersection, including reinforced concrete ramps
- Installation of temporary pavement within the brick paver area until brick pavers are placed at the end of project
- Multiphase maintenance of Traffic (MOT)
- **Coordination with adjacent projects: MetroPark western entrance and sidewalk configuration, previously tenset approved plans under 616.348 for Lot J and the ultimate buildout of the Lot J Parking lot for the Stadium of the Future project**

**Schedule**

- Work to be completed between March 2026 to July 2026
- JEA chilled water mains will cross Bay Street during Phase 1 and will be coordinated concurrently that is being designed and constructed under a different Owner and Contract.

**Western Traffic Calming Intersection**
*(Lot J West Entrance)*

- Civil Engineering and utility coordination, including ten-set approval

**Bay Street Landscape Medians & Turn Lanes**

- Civil Engineering and utility coordination, including ten-set approval

**Bay Street Lane Reduction**
Civil Engineering and utility coordination, including ten-set approval

**Western Traffic Calming Intersection Traffic Signal Design**

- Civil Engineering and utility coordination, including ten-set approval

**Bay Street Landscape Medians & Turn Lanes**

- Demolition of existing roadway as needed
- Installation of curbed medians with topsoil
- Landscaping & Irrigation installation
- Milling & Resurfacing of Bay Street to allow for lane width reduction and final striping
- Multiphase MOT (concurrent with Western Table Top)

**Schedule**

- Work to be completed February 2027 to June 30th, 2027 (Construction concurrent with Western Table Top)

## Qualifications

- JBCCI Design-Build Team to receive Notice to Proceed (NTP) by **January 26, 2026**.
- Accelerated design for Phase 1 requires ten-set submittal to begin **March 9, 2026** with approval by **March 30, 2026** to meet the April 3, 2026 start of eastern tabletop construction.
- Phase 2 ten-set approval process scheduled for **January 11, 2027**.
- Assumes Phase 1 construction will occur between the **2025–2026 season**.
- Assumes Phase 2 construction will occur **after the 2026 season**.
- Proposal assumes June 30th, 2027 completion does not conflict with the Four Seasons opening.
- Irrigation water source assumed to be the existing **stadium irrigation system**. No costs included for potable or reclaimed water taps or associated impact fees.
- Disturbed areas will be sodded with **Bahia sod**. If groundcover or alternative landscaping is required, additional costs will apply (material and irrigation).
- Coordination with JEA chilled-water installation across Bay Street by Jacobs Construction Management is included.

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB



- Realignment of the western Lot J entrance **further west** is **not included**.
- Assumes bi-weekly meetings (minimum two per month) and timely decision-making from all parties during design.
- Does not include JFRD pervious pavers @ intersection.
- Proposal includes an allowance for a crosswalk across Bay Street and traffic signalization at the western table top intersection to allow for pedestrian access across Bay Street.
- Proposal includes coordination only with JTA regarding the autonomous vehicle path.
- Proposal assumes the autonomous vehicles will not access the work zone during construction.
- Proposal assumes the autonomous vehicle path will exit onto Bay Street at the Western table top to allow for installation of the proposed traffic signal.
- Proposal does not include any removal of the existing autonomous vehicle path adjacent to Bay Street.
- Proposal includes locally sourced Tremron Pavers (dyed concrete pavers).

JBCCI is very appreciative of the opportunity to provide you with our design-build services. Should you have any questions or need any further information, please do not hesitate to contact us. We are also available to review and discuss this proposal with you and/or others at your convenience.

Regards,
***J.B. Coxwell Contracting, Inc.***

Josh Sowards

Josh Sowards
Director of Design Build Services

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

# DESIGN BUILD - BAY STREET IMPROVEMENTS

J. B. Coxwell Contracting, Inc.

12/17/25 (rev 02/11/26)

## Design and Construction

APPROVED

### Phase 1

| | | |
|---|---|---|
| Eastern Traffic Calming Intersection Design & Construction Fee | $ | 1,445,078.06 |
| Western Traffic Calming Intersection Design Fee | $ | 58,443.99 |
| Bay Street Landscaped Medians Design Fee | $ | 42,271.48 |
| Lane Reduction (Mill & Resurface) Design Fee | $ | 44,992.17 |
| Western Traffic Calming Intersection Traffic Signal Design Fee | $ | 91,718.55 |
| Bay Street Landscaped Medians Construction Fee | $ | 898,457.52 |
| **Phase 1 Subtotal** | **$** | **2,580,961.76** |

**FUTURE AMENDMENT FOR INFORMATIONAL PURPOSES ONLY**

### Phase 2

| | | |
|---|---|---|
| Western Traffic Calming Intersection Construction Fee | $ | 1,347,205.50 |
| Bay Street Lane Reduction (Mill & Resurface) Construction Fee | $ | 422,799.32 |
| Western Traffic Calming Intersection Traffic Signal Construction Fee | $ | 1,226,507.10 |
| **Phase 2 Subtotal** | **$** | **2,996,511.91** |
| **Grand Total** | **$** | **5,577,473.67** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Eastern Traffic Calming Intersection Construction**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Eastern Traffic Calming Intersection** | | | | |
| | | | | |
| ETM Design Services (Incl. Post Design) | 1.00 | LS | $ 71,033.04 | $ 71,033.04 |
| JBCCI Preconstruction Services | 1.00 | LS | $ 6,392.97 | $ 6,392.97 |
| General Conditions | 1.00 | LS | $ 214,474.71 | $ 214,474.71 |
| Survey & Asbuilts | 1.00 | LS | $ 27,500.00 | $ 27,500.00 |
| CMT Testing Allowance | 1.00 | LS | $ 8,787.50 | $ 8,787.50 |
| Utility Coordination | 1.00 | LS | $ 6,058.75 | $ 6,058.75 |
| Storm Drainage Allowance | 1.00 | LS | $ 13,875.00 | $ 13,875.00 |
| Erosion Control | 1.00 | LS | $ 10,175.00 | $ 10,175.00 |
| Maintenance of Traffic | 1.00 | LS | $ 148,000.00 | $ 148,000.00 |
| Off Duty Officer | 1.00 | LS | $ 8,000.00 | $ 8,000.00 |
| Rem/Repl Asphalt | 1.00 | LS | $ 15,000.00 | $ 15,000.00 |
| Temp Pavement (Brick Paver Area) Rem/Repl | 700.00 | SY | $ 55.50 | $ 38,850.00 |
| Demo Curb | 800.00 | LF | $ 25.44 | $ 20,350.00 |
| Demo Asphalt | 1,250.00 | SY | $ 23.13 | $ 28,906.25 |
| Excavation - Cut to Haul Off | 1,100.00 | CY | $ 36.08 | $ 39,682.50 |
| Import Borrow - F&I | 200.00 | CY | $ 61.51 | $ 12,302.50 |
| Curb and Gutter | 1,545.00 | LF | $ 49.00 | $ 75,705.00 |
| Sidewalk, 04" Thick | 600.00 | SY | $ 75.00 | $ 45,000.00 |
| Sidewalk, 06" Thick | 250.00 | SY | $ 100.00 | $ 25,000.00 |
| Concrete Pavement, 08" Thick | 105.00 | SY | $ 120.00 | $ 12,600.00 |
| Detectable Warning | 120.00 | SF | $ 50.00 | $ 6,000.00 |
| Sidewalk Bands, 6" WWF | 425.00 | SY | $ 132.28 | $ 56,216.88 |
| Concrete Paver Base | 920.00 | SY | $ 111.00 | $ 102,120.00 |
| Brick Pavers | 920.00 | SY | $ 230.00 | $ 211,600.00 |
| Grassing, Sod | 500.00 | SY | $ 5.00 | $ 2,500.00 |
| Temporary Markings | 1.00 | LS | $ 15,956.25 | $ 15,956.25 |
| End of Job Cleanup | 1.00 | LS | $ 4,203.25 | $ 4,203.25 |
| | | | | $ - |
| | | | | |
| **Subtotal - Eastern Traffic Calming Intersection Subtotal** | | | | **$ 1,226,289.60** |
| | | | | |
| Contingency | 8.00% | | | $ 98,103.17 |
| Contingency (To be included in Phase 2 proposal) | 7.00% | | | $ 85,840.27 |
| Bond | | | | $ 19,865.89 |
| Design Builder Fee | 7.50% | | | $ 100,819.40 |
| | | | | |
| **Eastern Traffic Calming Intersection TOTAL** | | | | **$ 1,445,078.06** |

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Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Western Traffic Calming Intersection Design**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Western Traffic Calming Intersection** | | | | |
| | | | | |
| ETM Design Services (Incl. Post Design) | 1.00 | LS | $ 49,140.41 | $ 49,140.41 |
| JBCCI Preconstruction Services | 1.00 | LS | $ 4,422.64 | $ 4,422.64 |
| | | | | $ - |
| | | | | |
| **Subtotal - Western Traffic Calming Intersection Subtotal** | | | | **$ 53,563.05** |
| | | | | |
| Contingency | 0.00% | | | $ - |
| Bond | | | | $ 803.45 |
| Design Builder Fee | 7.50% | | | $ 4,077.49 |
| | | | | |
| **Western Traffic Calming Intersection Design TOTAL** | | | | **$ 58,443.99** |

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Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Bay Street Landscape Medians Design**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Landscape Medians** | | | | |
| | | | | |
| ETM Design Services (Incl. Post Design) | 1.00 | LS | $ 35,542.38 | $ 35,542.38 |
| JBCCI Preconstruction Services | 1.00 | LS | $ 3,198.81 | $ 3,198.81 |
| | | | | $ - |
| | | | | |
| **Subtotal - Landscape Medians Subtotal** | | | | **$ 38,741.19** |
| | | | | |
| Contingency | 0.00% | | | $ - |
| Bond | | | | $ 581.12 |
| Design Builder Fee | 7.50% | | | $ 2,949.17 |
| | | | | |
| **Landscape Medians Design TOTAL** | | | | **$ 42,271.48** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Bay Street Lane Reduction (Mill & Resurface) Design**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Bay Street Lane Reduction** | | | | |
| | | | | |
| ETM Design Services (Incl. Post Design) | 1.00 | LS | $ 37,829.96 | $ 37,829.96 |
| JBCCI Preconstruction Services | 1.00 | LS | $ 3,404.70 | $ 3,404.70 |
| | | | | |
| | | | | |
| **Subtotal - Bay Street Lane Reduction Subtotal** | | | | **$ 41,234.66** |
| | | | | |
| Contingency | 0.00% | | | $ - |
| Bond | | | | $ 618.52 |
| Design Builder Fee | 7.50% | | | $ 3,138.99 |
| | | | | |
| **Bay Street Lane Reduction Design TOTAL** | | | | **$ 44,992.17** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Western Traffic Calming - Traffic Signal Design**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Western Traffic Calming - Traffic Signal Design Allowance** | | | | |
| | | | | |
| ETM Design Services (Incl. Post Design) | 1.00 | LS | $ 77,118.07 | $ 77,118.07 |
| JBCCI Preconstruction Services | 1.00 | LS | $ 6,940.63 | $ 6,940.63 |
| | | | | |
| | | | | |
| **Subtotal - Western Traffic Calming - Traffic Signal Subtotal** | | | | **$ 84,058.70** |
| | | | | |
| Contingency | 0.00% | | | $ - |
| Bond | | | | $ 1,260.88 |
| Design Builder Fee | 7.50% | | | $ 6,398.97 |
| | | | | |
| **Western Traffic Calming - Traffic Signal Design TOTAL** | | | | **$ 91,718.55** |

Exhibit V-1

**Date: 11/26/2025**

**Project: Design Build - Bay Street Improvements**

**Bay Street Landscape Medians Construction**

**City Contract No. : 71754-22**

| Item | Quantity | U/M | Unit Price | Amount |
|---|---|---|---|---|
| **Landscape Medians** | | | | |
| | | | | |
| General Conditions | 1.00 | LS | $ 63,976.83 | $ 63,976.83 |
| Survey & Asbuilts | 1.00 | LS | $ 9,500.00 | $ 9,500.00 |
| CMT Testing Allowance | 1.00 | LS | $ 2,775.00 | $ 2,775.00 |
| Erosion Control | 1.00 | LS | $ 8,787.50 | $ 8,787.50 |
| Utility Coordination Allowance | 1.00 | LS | $ 7,862.50 | $ 7,862.50 |
| Maintenance of Traffic | 1.00 | LS | $ 115,625.00 | $ 115,625.00 |
| Demo Curb | 470.00 | lf | $ 27.44 | $ 12,899.03 |
| Demo Traffic Separator | 655.00 | SY | $ 69.19 | $ 45,319.45 |
| Demo Asphalt | 3,315.00 | SY | $ 18.64 | $ 61,787.46 |
| Excavation - Cut to Haul Off | 2,025.00 | CY | $ 60.13 | $ 121,753.13 |
| Import Borrow - F&I | 825.00 | CY | $ 60.13 | $ 49,603.13 |
| Curb and Gutter | 2,070.00 | LF | $ 45.00 | $ 93,150.00 |
| 6" Optional Base ILO 12" Stab | 350.00 | SY | $ 48.33 | $ 16,915.94 |
| 6" Black Base Type SP-12.5 | 350.00 | SY | $ 40.70 | $ 14,245.00 |
| 3.00" Asphalt SP-12.5 | 350.00 | SY | $ 102.68 | $ 35,936.25 |
| Trees | 17.00 | EA | $ 1,595.63 | $ 27,125.63 |
| Irrigation | 1.00 | EA | $ 21,275.00 | $ 21,275.00 |
| Sod, Bahia | 656.00 | SY | $ 5.00 | $ 3,280.00 |
| End of Job Cleanup | 1.00 | LS | $ 4,203.25 | $ 4,203.25 |
| | | | | $ - |
| | | | | |
| **Subtotal - Landscape Medians Subtotal** | | | | **$ 716,020.08** |
| | | | | |
| Contingency | 15.00% | | | $ 107,403.01 |
| Bond | | | | $ 12,351.35 |
| Design Builder Fee | 7.50% | | | $ 62,683.08 |
| | | | | |
| **Bay Street Landscape Medians TOTAL** | | | | **$ 898,457.52** |

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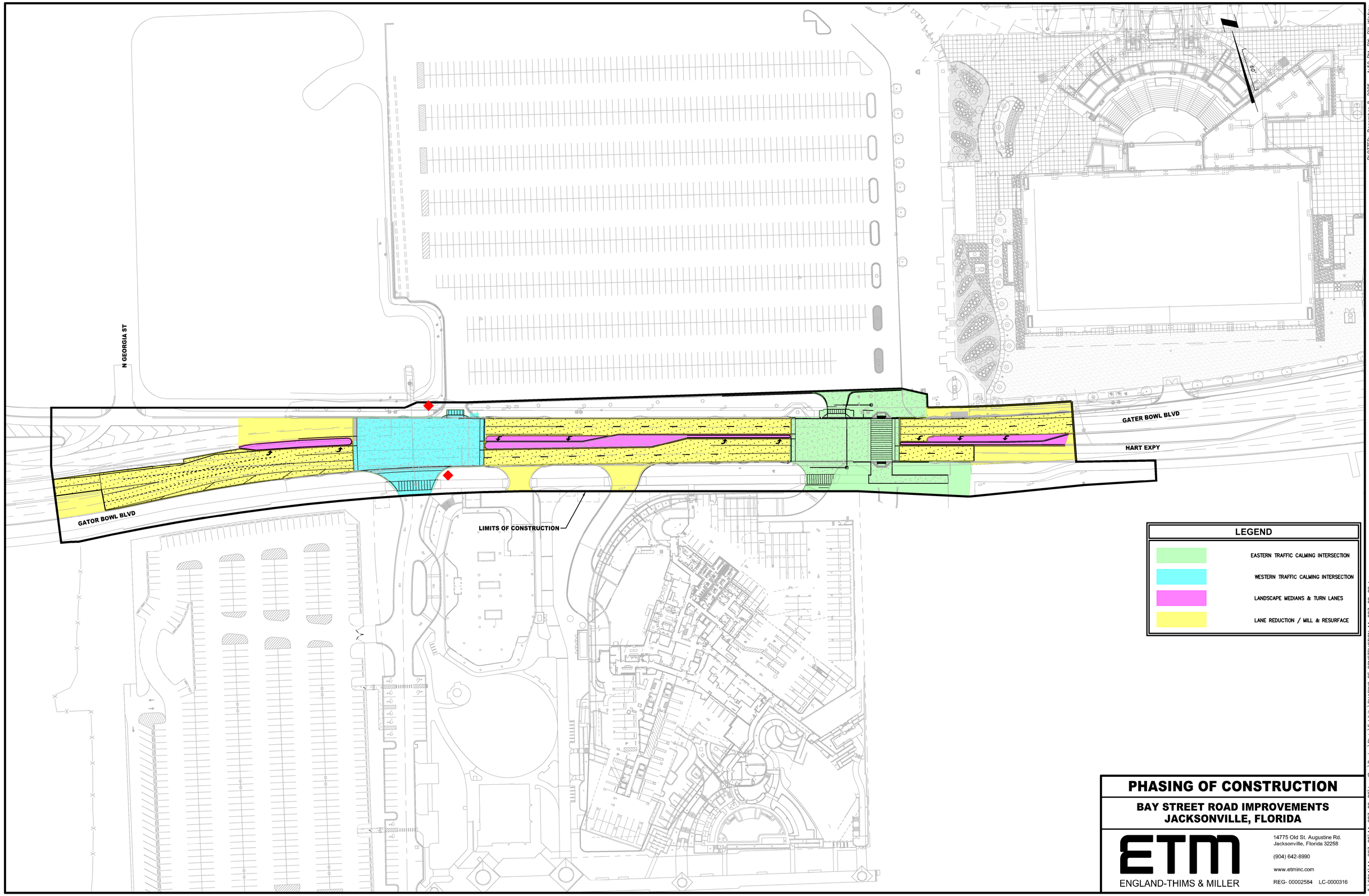
Exhibit V-1




# PHASING OF CONSTRUCTION

## BAY STREET ROAD IMPROVEMENTS
## JACKSONVILLE, FLORIDA

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8990
www.etminc.com
REG- 00002584 LC-0000316

PLOTTED: December 8, 2025 – 1:50 PM, BY: Bill Winfrey

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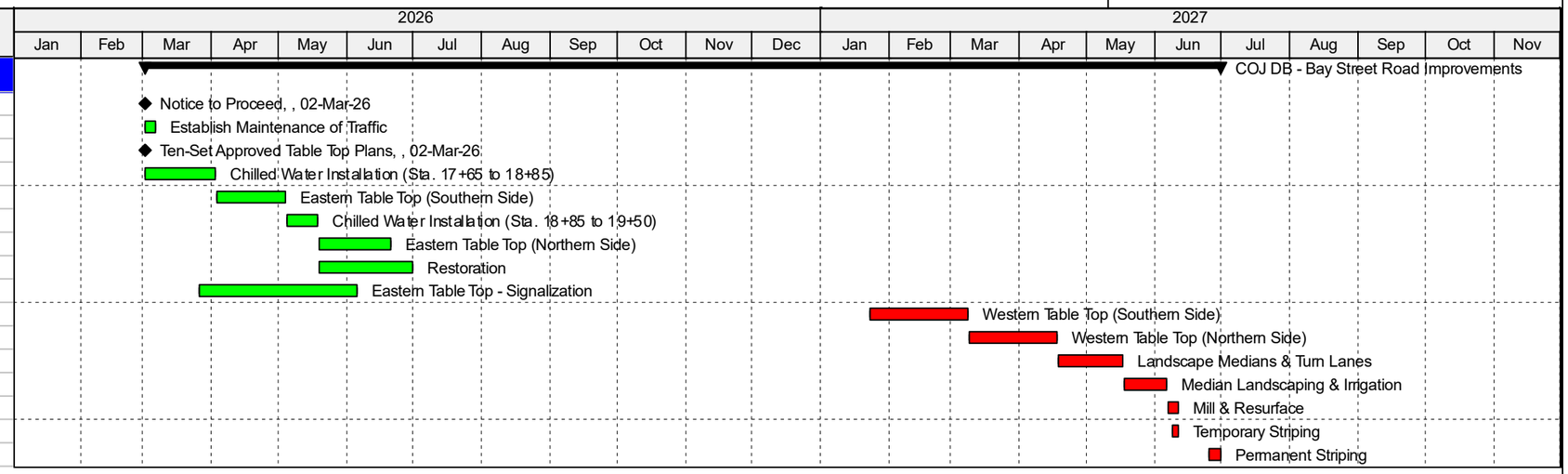
Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

# Bay Street Road Improvements Preliminary Schedule

| # | Activity Name | Original Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **COJ DB - Bay Street Road Ir** | 331 | 02-Mar-26 | 30-Jun-27 |
| 2 | Notice to Proceed | 0 | 02-Mar-26 | |
| 3 | Establish Maintenance of Traffic | 5 | 02-Mar-26 | 06-Mar-26 |
| 4 | Ten-Set Approved Table Top Plans | 0 | 02-Mar-26 | |
| 5 | Chilled Water Installation (Sta. 17+65 to | 32 | 02-Mar-26 | 02-Apr-26 |
| 6 | Eastern Table Top (Southern Side) | 32 | 03-Apr-26 | 04-May-26 |
| 7 | Chilled Water Installation (Sta. 18+85 to | 14 | 05-May-26 | 18-May-26 |
| 8 | Eastern Table Top (Northern Side) | 33 | 19-May-26 | 20-Jun-26 |
| 9 | Restoration | 43 | 19-May-26 | 30-Jun-26 |
| 10 | Eastern Table Top - Signalization | 72 | 26-Mar-26 | 05-Jun-26 |
| 11 | Western Table Top (Southern Side) | 45 | 23-Jan-27 | 08-Mar-27 |
| 12 | Western Table Top (Northern Side) | 40 | 09-Mar-27 | 17-Apr-27 |
| 13 | Landscape Medians & Turn Lanes | 30 | 18-Apr-27 | 17-May-27 |
| 14 | Median Landscaping & Irrigation | 20 | 18-May-27 | 06-Jun-27 |
| 15 | Mill & Resurface | 5 | 07-Jun-27 | 11-Jun-27 |
| 16 | Temporary Striping | 3 | 09-Jun-27 | 11-Jun-27 |
| 17 | Permanent Striping | 4 | 25-Jun-27 | 30-Jun-27 |




Actual Level of Effort | Actual Work | Critical Remaining Work
Level of Effort | Remaining Work | ◆ Milestone

J.B. Coxwell Contracting, Inc.

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

December 8, 2025

Mr. Josh Sowards
J.B. Coxwell Contracting, Inc.
6741 Lloyd Road
Jacksonville, FL 32254

Subject: Bay Street Modifications (Phases 1, 2A, 2B, and 2C)

Dear Mr. Sowards:

Pursuant to your request, England-Thims & Miller, Inc. is pleased to provide you this proposal for professional services related to modifications of Bay Street adjacent to “Lot J” in Jacksonville, Florida. Our proposed scope of services and corresponding fees are detailed on the following pages.

If you should have any questions or require additional information, please call. Thank you for this opportunity to provide professional services.

Sincerely,
**ENGLAND-THIMS & MILLER, INC.**

Matthew S. Maggiore, P.E.
Executive Vice President/Shareholder

**SCOPE OF SERVICES**
**FOR DESIGN AND PERMITTING for**
**DESIGN/BUILD – BAY STREET MODIFICATIONS**
**PHASES 1, 2A, 2B, AND 2C**

The Bay Street Modifications and traffic calming enhancements project will consist of improvements to the existing four-lane divided urban roadway to provide additional access-management enhancements for "Lot J" and the proposed Shipyards Development (on the south side of Bay Street across from "Lot J"). The project will include construction of:

- A raised intersection of Bay Street and the westernmost Shipyards driveway / western "Lot J" driveway
- An eastbound left turn lane on Bay Street into the western "Lot J" driveway
- A modified westbound left turn lane on Bay Street into the westernmost Shipyards driveway
- A raised intersection of Bay Street and the easternmost Shipyards driveway / eastern "Lot J" driveway
- A modified eastbound left turn lane on Bay Street into the eastern "Lot J" driveway
- A modified westbound left turn lane on Bay Street into the easternmost Shipyards driveway
- Relocation of the Bay Street crosswalk to the raised intersection / signal at the easternmost Shipyards driveway
- Bay Street median modifications along the Shipyards frontage
- Bay Street storm drainage modifications as required for the project
- Pavement markings to reduce the Bay Street travel lanes to 11' in width along the Shipyards frontage
- Landscaping and irrigation improvements to the Bay Street medians along the Shipyards frontage

This project scope details the required Design/Build professional services for the design, permitting and completion certifications of the project through completion. It is contemplated that these improvements will be constructed in two phases (Phase 1 and Phase 2) as outlined below. Furthermore, to comply with Owner required project budget accounting due to multiple funding sources, this scope of work has been subdivided into multiple subphases. Specifically, Phase 2 is subdivided into three (3) sub-phases as required by funding commitments and Owner election of final scope of work. The phases are also graphically shown in the attached exhibit.

In general, Design/Build services under this agreement will include roadway design, maintenance of traffic plans, storm drain modifications, signing and pavement marking design, utility coordination, stakeholder coordination (i.e. COJ Traffic Dept., JTA/NAVI, JEA Chilled Water work, etc.), landscape and irrigation design, construction plans preparation, City of Jacksonville permitting, and SJRWMD coordination. In addition, all Post Design Services (i.e. shop drawing reviews, RFI's, required meeting time, field visitation time and coordination time) is included in our proposal.

Qualifications:

- <u>Construction Durations & Sequencing</u> – Phase 1 construction – 5 months, between 2025-2026 season. Phase 2 construction (all phases) – 8 months, after 2026 season. For Phase 2, all Owner authorized sub-phase work identified herein will be constructed concurrently as a part of Phase 2 construction.
- <u>COJ 10-set Permitting</u> – All COJ 10-set permitting efforts for Phase 1 is included in the Phase 1 scope of work. All COJ 10-set permitting for Phase 2 will be performed as part of Phase 2A scope of work, unless otherwise noted, and will consist of modifying the Phase 1 permit.
- <u>Irrigation</u> – Water source assumed to be the existing stadium irrigation system. No costs included for potable or reclaimed water design, taps or associated impact fees

ETM will provide for the Design/Build engineering construction documents and permits required to deliver each of the below phases identified in this scope of services as follows:

**Phase 1 -Eastern Traffic Calming Intersection**
*(Four Seasons / Daily's / Lot J East Entrance)*

- Design of realignment of the existing Lot J entrance
- Design of modified entrance to Four Seasons (Inside ROW)
- Design of a raised intersection for pedestrian and vehicular traffic. Design will include brick pavers within the traffic calming intersection, including reinforced concrete ramps.
- Design of temporary pavement within the brick paver area until brick pavers are placed at the end of the project.
- Design of multiphase Maintenance of Traffic (MOT)
- Utility coordination
- Permitting, including City ten-set submittal/approval

**Phase 2A – Western Traffic Calming Intersection**
*(Lot J West Entrance)*

- Design of a raised intersection for pedestrian and vehicular traffic. Design will include brick pavers within the traffic calming intersection, including reinforced concrete ramps.
- Design of multiphase MOT (concurrent with Phase 2a)
- Utility coordination
- Permitting, including City ten-set submittal/approval

**Phase 2B – Bay Street Landscape Medians & Turn Lanes**

- Design of modified curbed medians
- Design of median landscaping & irrigation
- Design of multiphase MOT (concurrent with Phase 2a)
- Utility coordination
- City ten-set submittal/approval (assumes same ten-set approval process as Phase 2A)

**Phase 2C – Bay Street Lane Reduction**

- Design of Milling & Resurfacing of Bay Street to allow for lane width reduction and final striping
- Design of multiphase MOT (concurrent with Phase 2a)
- Utility coordination
- City ten-set submittal/approval (assumes same ten-set approval process as Phase 2A)

| | **FEE SUMMARY** | |
|---|---|---|
| **Phase** | **Description** | **Fee** |
| 1 | Eastern Traffic Calming Intersection | $ 71,033.04 |
| 2A | Western Traffic Calming Intersection | $ 49,140.41 |
| 2B | Bay Street Landscape Medians & Turn Lanes | $ 35,542.38 |
| 2C | Bay Street Lane Reduction | $ 37,829.96 |
| | | |
| | **TOTAL** | **$193,545.79** |

## ITEMS NOT INCLUDED

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

- Early Works / Construction Enabling Submittals
- Western Lot J Entrance Realignment
- Construction Staking
- Consumptive Use Permitting
- DEP Groundwater Discharge Permit
- Dewatering Design
- Entitlement/Zoning Support
- Communication and Gas System Design
- Environmental Investigation
- Preparation of Offsite Easements
- Retaining Wall Design
- Separate Clearing or Grading Permitting
- Sign Permit
- Site Contamination Assessment/Envir. Permitting
- Vertical Control for Construction
- Establishment of Benchmarks or Construction Control / Stakeout
- Title Work
- Utility Design
- Construction Engineering Inspection
- Drill Shaft Inspections
- Bid Document Preparation

## GENERAL CONDITIONS

**PAYMENT TERMS** - Payment is due upon receipt of our invoice following successful provision of service and deliverable during the prior month. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of SOFR + 2%. If such default interest exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty days from the invoice receipt date and following delivery of written notice to the Client, ETM reserves the right to suspend all work on the project until all payments due are received.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours wor times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginr of
each calendar year.

If a Retainer Fee is requested, the retainer amount will be returned to the Client after the final billing cycle once all invoices have been paid in full. Should the Client default on payment or there is an outstanding balance on the Client's account after the final invoice has been paid, the retainer will be used to pay the remaining invoice balance, with the retainer balance being returned to the Client once all ETM expenses have been paid in full.

**INSURANCE** – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of $2,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE** - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

During the project design, ETM shall examine current codes and standards and shall use professional skill and care to design Project to meet the requirements of current codes and standards identified as applicable to the Project. ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards.

**PERMITTING/ZONING** - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

**LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of $500,000.00, whichever is less.

**SEVERABILITY AND SURVIVAL** - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SALES TAX** - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM. The Client does agree and warrant to hold ETM harmless for any such unauthorized use.

**SAFETY** - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**INDEMNIFICATION** - In addition, and notwithstanding any other provisions of this Agreement, ETM agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Client.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

**CONTRACT ADMINISTRATION** - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

**Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.**

**ASSIGNABILITY** - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party; provided that Client shall have the right to assign this Agreement to any affiliates of Client without such prior written consent.

**INTEGRATION** - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for 45 days from the date of the attached proposal.

**LIMITATIONS ON CAUSES OF ACTION** - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

**THIRD PARTY BENEFICIARY** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Florida.

**COST OPINIONS** - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

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# FEE SUMMARY

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>Bay Street Improvements - Phase 1 | **2. Proposal Number** |
| **3. Name of Consultant**<br>England-Thims & Miller, Inc. | **4. Date of Proposal**<br>12/8/2025 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $111.33 | 26 | $ 2,894.58 | |
| Project Manager | $95.00 | 60 | $ 5,700.00 | |
| Senior Project Engineer | $79.98 | 45 | $ 3,599.10 | |
| Project Engineer | $63.07 | 53 | $ 3,342.71 | |
| Engineer Intern | $37.70 | 60 | $ 2,262.00 | |
| Senior Designer | $46.78 | 64 | $ 2,993.92 | |
| Designer | $35.84 | 68 | $ 2,437.12 | |
| Cadd Technician | $29.37 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $61.78 | 376 | | $ 23,229.43 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 177.99 % x Total Direct Labor | | | $ 41,346.06 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 64,575.49 |
| **8. PROFIT: Labor Related Costs (Item 7** | | x | 10% | $ 6,457.55 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Cost Plus)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 71,033.04 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ $0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 71,033.04** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

# FEE SUMMARY

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>Bay Street Improvements - Phase 2A | **2. Proposal Number** |
| **3. Name of Consultant**<br>England-Thims & Miller, Inc. | **4. Date of Proposal**<br>12/8/2025 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $111.33 | 18 | $ 2,003.94 | |
| Project Manager | $95.00 | 42 | $ 3,990.00 | |
| Senior Project Engineer | $79.98 | 31 | $ 2,479.38 | |
| Project Engineer | $63.07 | 36 | $ 2,270.52 | |
| Engineer Intern | $37.70 | 42 | $ 1,583.40 | |
| Senior Designer | $46.78 | 44 | $ 2,058.32 | |
| Designer | $35.84 | 47 | $ 1,684.48 | |
| Cadd Technician | $29.37 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $61.81 | 260 | | $ 16,070.04 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 177.99 % x Total Direct Labor | | | $ 28,603.06 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 44,673.10 |
| **8. PROFIT: Labor Related Costs (Item 7** | | x | 10% | $ 4,467.31 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Cost Plus)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 49,140.41 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ $0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 49,140.41** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB



# FEE SUMMARY

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>Bay Street Improvements - Phase 2B | **2. Proposal Number** |
| **3. Name of Consultant**<br>England-Thims & Miller, Inc. | **4. Date of Proposal**<br>12/8/2025 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $111.33 | 13 | $ 1,447.29 | |
| Project Manager | $95.00 | 30 | $ 2,850.00 | |
| Senior Project Engineer | $79.98 | 23 | $ 1,839.54 | |
| Project Engineer | $63.07 | 26 | $ 1,639.82 | |
| Engineer Intern | $37.70 | 30 | $ 1,131.00 | |
| Senior Designer | $46.78 | 32 | $ 1,496.96 | |
| Designer | $35.84 | 34 | $ 1,218.56 | |
| Cadd Technician | $29.37 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $61.83 | 188 | | $ 11,623.17 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 177.99 % x Total Direct Labor | | | $ 20,688.08 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 32,311.25 |
| **8. PROFIT: Labor Related Costs (Item 7** | x | 10% | | $ 3,231.13 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Cost Plus)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 35,542.38 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ $0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 35,542.38** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB



# FEE SUMMARY

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>Bay Street Improvements - Phase 2C | **2. Proposal Number** |
| **3. Name of Consultant**<br>England-Thims & Miller, Inc. | **4. Date of Proposal**<br>12/8/2025 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $111.33 | 14 | $ 1,558.62 | |
| Project Manager | $95.00 | 32 | $ 3,040.00 | |
| Senior Project Engineer | $79.98 | 24 | $ 1,919.52 | |
| Project Engineer | $63.07 | 28 | $ 1,765.96 | |
| Engineer Intern | $37.70 | 32 | $ 1,206.40 | |
| Senior Designer | $46.78 | 34 | $ 1,590.52 | |
| Designer | $35.84 | 36 | $ 1,290.24 | |
| Cadd Technician | $29.37 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $61.86 | 200 | | $ 12,371.26 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 177.99 % x Total Direct Labor | | | $ 22,019.61 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 34,390.87 |
| **8. PROFIT: Labor Related Costs (Item 7** | | x | 10% | $ 3,439.09 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Cost Plus)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 37,829.96 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ $0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 37,829.96** |

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

Exhibit V-1

ETM ENGLAND-THIMS & MILLER
14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

December 8, 2025

Mr. Josh Sowards
J.B. Coxwell Contracting, Inc.
6741 Lloyd Road
Jacksonville, FL 32254

Subject: Bay Street Modifications (Phases 2D ~~and 2E~~)

Dear Mr. Sowards:

Pursuant to your request, England-Thims & Miller, Inc. is pleased to provide you this proposal for professional services related to modifications of Bay Street adjacent to "Lot J" in Jacksonville, Florida. Our proposed scope of services and corresponding fees are detailed on the following pages.

If you should have any questions or require additional information, please call. Thank you for this opportunity to provide professional services.

Sincerely,
**ENGLAND-THIMS & MILLER, INC.**

Matthew S. Maggiore, P.E.
Executive Vice President/Shareholder

**SCOPE OF SERVICES**
**FOR DESIGN AND PERMITTING for**
**DESIGN/BUILD – BAY STREET MODIFICATIONS**
**PHASES 2D ~~AND 2E~~**

The Bay Street Modifications and traffic calming enhancements project will consist of improvements to the existing four-lane divided urban roadway to provide additional access-management enhancements for "Lot J" and the proposed Shipyards Development (on the south side of Bay Street across from "Lot J"). These phases of the project will include construction of:

- Traffic signalization at the westernmost Shipyards driveway / western "Lot J" driveway
- ~~Modifications to the JTA U2C route within the limits of construction~~

This project scope details the required Design/Build professional services for the design, permitting and completion certifications of the project through completion. It is contemplated that these improvements will be constructed in two phases (Phase 1 and Phase 2) as outlined below. Furthermore, to comply with Owner required project budget accounting due to multiple funding sources, this scope of work has been subdivided into multiple subphases.

In general, Design/Build services under this agreement will include maintenance of traffic plans, traffic signalization design, ~~meandering sidewalk design~~, landscaping and irrigation design, utility coordination, stakeholder coordination (i.e. COJ Traffic Dept., JTA/NAVI, JEA Chilled Water work, etc.), construction plans preparation, City of Jacksonville permitting, and SJRWMD coordination. In addition, all Post Design Services (i.e. shop drawing reviews, RFI's, required meeting time, field visitation time and coordination time) is included in our proposal.

Qualifications:

- Construction Durations & Sequencing - Phase 2 construction (all phases) – 8 months, after 2026 season. For Phase 2, all Owner authorized sub-phase work identified herein will be constructed concurrently as a part of Phase 2 construction.
- COJ 10-set Permitting – All COJ 10-set permitting for Phases 2D ~~and 2E~~ will be performed as part of Phase 2A scope of work, unless otherwise noted, and will consist of modifying the Phase 1 permit.
- Reimbursable Expenses – Budgets have been established for the following services: Survey & S.U.E. (ETM Survey), and Geotechnical (Meskel). ETM will only invoice for services utilized.
- Irrigation – Water source assumed to be the existing stadium irrigation system. No costs included for potable or reclaimed water design, taps or associated impact fees

ETM will provide for the Design/Build engineering construction documents and permits required to deliver each of the below phases identified in this scope of services as follows:

**Phase 2D – Western Traffic Calming Intersection – Traffic Signal**

- Design of traffic signalization
- Design of multiphase MOT (concurrent with Phase 2a)
- Utility coordination
- City ten-set submittal/approval (assumes same ten-set approval process as Phase 2A)
- COJ 10-set permitting efforts for the signal as a part of Phase 2d is included in the Phase 2d scope of work and will consist of modifying the Phase 2 permit.

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~~**Phase 2E – Bay Street Meandering Sidewalk & Landscaping (Southern Side)**~~

- ~~Design of meandering sidewalk, Landscaping, and irrigation~~
- ~~Analysis of removal of existing Autonomous Vehicle Path where in conflict~~
- ~~Utility coordination~~
- ~~City ten-set submittal/approval (assumes same ten-set approval process as Phase 2A)~~
- ~~COJ 10-set permitting efforts for the meandering sidewalk and landscape modifications required as a part of Phase 2c is included in the Phase 2c scope of work and will consist of modifying the Phase 2 permit.~~

| | **FEE SUMMARY** | |
|---|---|---|
| **Phase** | **Description** | **Fee** |
| 2D | Western Traffic Calming Intersection - Traffic Signal | $ 77,118.07 |
| ~~2E~~ | ~~Bay St. Meandering Sidewalk & Landscaping (South Side)~~ | ~~$ 45,949.84~~ |
| | | |
| | ~~**TOTAL**~~ | ~~**$123,067.91**~~ |

## ITEMS NOT INCLUDED

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

- Early Works / Construction Enabling Submittals
- Western Lot J Entrance Realignment
- Construction Staking
- Consumptive Use Permitting
- DEP Groundwater Discharge Permit
- Dewatering Design
- Entitlement/Zoning Support
- Communication and Gas System Design
- Environmental Investigation
- Preparation of Offsite Easements
- Retaining Wall Design
- Separate Clearing or Grading Permitting
- Sign Permit
- Site Contamination Assessment/Envir. Permitting
- Vertical Control for Construction
- Establishment of Benchmarks or Construction Control / Stakeout
- Title Work
- Utility Design
- Construction Engineering Inspection
- Drill Shaft Inspections
- Bid Document Preparation

## GENERAL CONDITIONS

**PAYMENT TERMS** - Payment is due upon receipt of our invoice following successful provision of service and deliverable during the prior month. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of SOFR + 2%. If such default interest exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty days from the invoice receipt date and following delivery of written notice to the Client, ETM reserves the right to suspend all work on the project until all payments due are received.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours wor times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginr of
each calendar year.

If a Retainer Fee is requested, the retainer amount will be returned to the Client after the final billing cycle once all invoices have been paid in full. Should the Client default on payment or there is an outstanding balance on the Client's account after the final invoice has been paid, the retainer will be used to pay the remaining invoice balance, with the retainer balance being returned to the Client once all ETM expenses have been paid in full.

**INSURANCE** – ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of $2,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**STANDARD OF CARE** - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

During the project design, ETM shall examine current codes and standards and shall use professional skill and care to design Project to meet the requirements of current codes and standards identified as applicable to the Project. ETM by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the professional skill and care in designing to current codes and standards.

**PERMITTING/ZONING** - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

**LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of $500,000.00, whichever is less.

**SEVERABILITY AND SURVIVAL** - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SALES TAX** - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

**OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the property of the Client. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM. The Client does agree and warrant to hold ETM harmless for any such unauthorized use.

**SAFETY** - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**INDEMNIFICATION** - In addition, and notwithstanding any other provisions of this Agreement, ETM agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Client.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** – In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

**CONTRACT ADMINISTRATION** - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

**Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.**

**ASSIGNABILITY** - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other party; provided that Client shall have the right to assign this Agreement to any affiliates of Client without such prior written consent.

**INTEGRATION** - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for 45 days from the date of the attached proposal.

**LIMITATIONS ON CAUSES OF ACTION** - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

**THIRD PARTY BENEFICIARY** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

**GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Florida.

**COST OPINIONS** - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

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Exhibit V-1

# FEE SUMMARY

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>Bay Street Improvements - Phase 2D | **2. Proposal Number** |
| **3. Name of Consultant**<br>England-Thims & Miller, Inc. | **4. Date of Proposal**<br>12/8/2025 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $111.33 | 19 | $ 2,115.27 | |
| Project Manager | $95.00 | 44 | $ 4,180.00 | |
| Senior Project Engineer | $79.98 | 33 | $ 2,639.34 | |
| Project Engineer | $63.07 | 39 | $ 2,459.73 | |
| Engineer Intern | $37.70 | 44 | $ 1,658.80 | |
| Senior Designer | $46.78 | 47 | $ 2,198.66 | |
| Designer | $35.84 | 50 | $ 1,792.00 | |
| Cadd Technician | $29.37 | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $61.75 | 276 | | $ 17,043.80 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 177.99 % x Total Direct Labor | | | $ 30,336.26 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 47,380.06 |
| **8. PROFIT: Labor Related Costs (Item 7** | x | 10% | | $ 4,738.01 |

| PART III - OTHER COSTS | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| | $ | |
| | $ 0.00 | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Cost Plus)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 52,118.07 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| Subsurface Utility Explr. (SUE) (Allowance) | $ $15,000.00 | |
| Geotechnical Engineering (Signal Foundations) (Allowance) | $ 10,000.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ 25,000.00 |

| PART IV - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 77,118.07** |

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# BAY STREET ROAD IMPROVEMENTS - DESIGN CRITERIA PACKAGE (DCP)

**Owner:** City of Jacksonville (COJ)
**Project Location:** Bay Street – Lot J East & West Entrances
**Date:** February 11, 2026 (Rev. #2)

## 1. PROJECT DESCRIPTION

The Bay Street Road Improvements Project includes phased roadway, intersections, pedestrian, and streetscape enhancements along Bay Street adjacent to the Four Seasons Hotel, Daily's Place, and Lot J. The intent of the project is to improve pedestrian safety, calm traffic, enhance access to adjacent developments, and provide a cohesive urban streetscape to compliment the waterfront redevelopment currently underway by Iguana Investments (Iguana).

Under this DCP, the Design-Builder will be responsible for final design, permitting, coordination, and construction in accordance with this Design Criteria Package.

## DESIGN-BUILD SCOPE OF SERVICES

The Design-Builder shall provide all professional services, labor, materials, equipment, and coordination necessary to deliver the improvements described herein, including:

- Civil engineering and utility coordination
- Preparation of construction documents suitable for 10-set approval by COJ.
- Agency coordination and permitting.
- Maintenance of Traffic (MOT) planning and implementation.
- Phased construction sequencing.
- Coordination with third-party utilities and adjacent construction activities currently being undertaken by JEA, Iguana, and/or others.

## PHASED SCOPE OF WORK

The infrastructure delivery of this project will need to be delivered in a phased approach, in order to accommodate Jaguar Football Season, Special Events, and the planned opening of the new office building and Four Seasons Hotel. Accordingly, the work shall be delivered in the following phases.

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**Phase 1 – Eastern Traffic Calming Intersection**

*(Four Seasons / Daily's Place / Lot J East Entrance)*

Scope Includes:

- Civil engineering and utility coordination, including ten-set approval
- Demolition of existing roadway as required
- Realignment of the existing Lot J East entrance
- Construction of a new Four Seasons entrance within the public right-of-way
- Construction of a raised traffic-calming intersection for pedestrian and vehicular traffic
- Installation of brick pavers within the intersection, including reinforced concrete ramps
- Installation of temporary pavement within brick paver areas until final pavers are installed
- Multi-phase Maintenance of Traffic (MOT)
- Accommodating the realigned Lot J Entrance / Four Seasons Hotel entrance with proposed signal under previously tenset plans 616.348

Schedule**:**

- Construction duration: March 2026 – July 2026
- Ten-set submittal: March 9, 2026
- Ten-set approval: March 30, 2026
- Eastern tabletop construction start: April 3, 2026

Coordination:

- JEA chilled-water mains crossing Bay Street will be coordinated concurrently during Phase 1. Design and construction of the chilled water mains being design and constructed under a different Contract and Owner.

**Phase 2a – Western Traffic Calming Intersection**

*(Lot J West Entrance)*

- Civil engineering and utility coordination, including ten-set approval
- Demolition of existing roadway as required
- Construction of a raised traffic-calming intersection
- Installation of brick pavers with reinforced concrete ramps
- Multi-phase MOT

Schedule: March 2027 – October 2027

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**Phase 2b – Bay Street Landscape Medians & Turn Lanes**

- Civil engineering and utility coordination (assumes same ten-set approval process as Phase 2a)
- Demolition of existing roadway as required
- Installation of curbed landscape medians with topsoil
- Landscaping and irrigation installation
- Milling and resurfacing of Bay Street to accommodate lane-width reduction and final striping
- Multi-phase MOT concurrent with Phase 2a

Schedule: March 2027 – October 2027

**Phase 2c – Bay Street Lane Reduction**

- Civil engineering and utility coordination (assumes same ten-set approval process as Phase 2a)
- Milling and resurfacing to allow for lane reduction and final striping
- Multi-phase MOT concurrent with Phase 2a

Schedule**:** March 2027 – October 2027

**Phase 2d – Western Traffic Calming Intersection Traffic Signal**

- Civil engineering and utility coordination (assumes same ten-set approval process as Phase 2a)
- Demolition of existing sitework in conflict
- Installation of traffic signalization
- Multi-phase MOT concurrent with Phase 2a

Schedule: March 2027 – October 2027

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB



**PROJECT ASSUMPTIONS & CONSTRAINTS FOR PROPOSAL PURPOSES**

- Phase 1 construction to occur after the 2025 season
- Phase 2 construction to occur after the 2026 season
- October 2027 completion shall not conflict with the Four Seasons opening
- Irrigation water source assumed to be the existing stadium irrigation system
- Disturbed areas to be restored with Bahia sod unless otherwise directed
- Coordinate with JEA chilled-water installation by Jacobs Construction Management
- Exclude the realignment of the western Lot J entrance further west.
- Bi-weekly coordination meetings required
- No Jaguars games or Daily's Place concerts during Phase 2 construction
- Design Build Team shall coordinate with JFRD and Public Works regarding median crossings
- All designs shall comply with the City's Land Development Procedures Manual, Manual on Uniform Traffic Control Devices and applicable FDOT Standard Plans
- All utility design (if required for this project) will comply with applicable JEA Standards
- All underground utility construction shall be completed by a contractor or subcontractor on JEA's approved utility contractor list.

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

**SUBJECT: DESIGN-BUILD SERVICES FOR HORIZONTAL/CIVIL ENGINEERING (HORIZONTAL) DESIGN-BUILD PROJECTS**

**BID # CDB-0132-21** **OPEN DATE: 2021-08-04**

**COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE**

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

**AGENCY: PUBLIC WORKS**

**BASIS OF AWARD: EVALUATION CRITERIA**

**NUMBER OF BIDS INVITED: 5** **NUMBER RECEIVED: 4** **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 November 17, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 119.00
1) J.B. Coxwell Contracting, Inc. – 127.25
2) Superior Construction Co., Inc. – 119.75

Recommend approval of award to J.B. Coxwell Contracting, Inc., as receiving the highest score in accordance with the evaluation and ranking above. The period of service will be five (5) years from the effective date of the contract with funding not-to-exceed $8,000,000.00 annually with carryover for any unused portion. To be executed by formal contract through the Office of General Counsel using the negotiated contract rate schedule.

**ATTACHMENTS:** Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B- Evaluation Criteria, JSEB Memo, Previous Award

**ANALYST:** _____ BRYAN MATUS

**RESPECTFULLY SUBMITTED:** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 4/21/2022

OTHER _____

---

ACTION OF AWARDING AUTHORITY DATE 4/21/2022

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

ONE CITY ONE JACKSONVILLE.

April 4, 2022

TO: Gregory W. Pease
Chief of Procurement

FROM: John P. Pappas, P.E.
Director

Robin G. Smith, P.E.
Chief, Engineering and Construction Management

SUBJECT: CDB- 0132-21 –J.B. Coxwell Contracting, Inc.
Design Build Services Horizontal/Civil (Horizontal) Design-Build Projects

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Presentations were conducted and evaluated and approval given for the final averaged scores and ranking on January 18, 2022. The Engineering Division has negotiated with the number 1 ranked Design/Build firm selected for Horizontal/Civil (Horizontal) Design-Build Project resulting in the attached Contract Rate Schedules, Exhibit A. J. B. Coxwell Contracting is committed to meeting the 20% JSEB participation goals established for this contract. The JSEB firms to be utilized are detailed on a separate attachment and will be used for each project amendment as applicable.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with J.B. Coxwell Contracting, Inc., for Design Build Services Horizontal/Civil (Horizontal) Design-Build Projects that includes the attached contract Rate Schedules, Exhibit A. The Initial Period of Service will be for a five year period from the date of execution and with a maximum indebtedness of $8,000,000.00 per year with carryover for any unused portion. All other terms and conditions are as provided in CDB-0132-21.

JPP/lw

Attachment: Exhibit A
JSEB Participation

cc: Lori West, Engineering and Construction Management

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

EXHIBIT A

NAME OF CONSULTANT J. B. Coxwell Contracting, Inc.

Proposal Number CDB-0132-21

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

TBD

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $ 110 hr. |
| Project Manager (Responsible Professional): | $ 90 hr. |
| Project Engineer | $ 70 hr. |
| Administrative Assistant | $ 35 hr. |
| Estimator | $ 55 hr. |
| Estimating Assistant | $ 35 hr. |
| Staff Accountant | $ 55 hr. |

3. Other Direct Project Costs per Unit (please specify)

Overhead for J. B. Coxwell Contracting, Inc. will be 54.46%

Design Build Fees are listed in the Contract

JBCCI Bond Rate is 1.50%

4. Estimated percentage of total fee to be performed by sub-contractors TBD %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Above rates are for preconstruction services.

Rates for construction will be detailed in the pricing for individual projects as required.

**Additional Sheet for GAI rates attached**

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

EXHIBIT A

**Exhibit A - Page 1 of 1**
**CONTRACT FEE SUMMARY FOR**
**GAI Consultants, Inc.**

| PART I - GENERAL | |
|---|---|
| **1. Project -** Horizontal Design Build RFQ Contract Rates | **2. Project Number** CDB-0132-21 |
| **3. Name of Consultant** GAI Consultants, Inc. | **4. Date of Proposal** 3/31/2021 |

**PART II - LABOR RELATED COSTS**

| 5. DIRECT LABOR | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal | $ 111.33 | 0 | $ 0.00 | |
| Project Manager (Responsible Prof.) | $ 95.00 | 0 | $ 0.00 | |
| Senior Project Engineer | $ 79.98 | 0 | $ 0.00 | |
| Project Engineer | $ 63.07 | 0 | $ 0.00 | |
| Engineer Intern | $ 37.70 | 0 | $ 0.00 | |
| Senior Designer | $ 46.78 | 0 | $ 0.00 | |
| Designer/Sr. CADD Technician | $ 35.84 | 0 | $ 0.00 | |
| CADD Technician | $ 29.37 | 0 | $ 0.00 | |
| Clerical | $ 26.93 | 0 | $ 0.00 | |
| Survey Manager (PSM) | $ 69.29 | 0 | $ 0.00 | |
| Three Man Survey Crew | $ 100.21 | 0 | $ 0.00 | |
| | | | **TOTAL DIRECT LABOR** | $ - |
| **6. OVERHEAD (Combined Fringe Benefits & Administrative)** Overhead Rate 177.99% | | | | $ - |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ - |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ - |
| | | | **SUB-TOTAL SALARY RELATED COSTS** | $ - |

**PART III - OTHER COSTS**

| | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS (Lump Sum)** | $ - |
| **MISCELLANEOUS DIRECT COSTS SUB-TOTAL** | $ - |
| **10. SUBCONTRACTS (Lump Sum)** | |
| **SUB-CONTRACT SUB-TOTAL** | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| **TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)** | $ - |

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# GAI Consultants, Inc.
## Statement of Direct Labor, Fringe Benefits, and General Overhead
## December 31, 2020

### Infrastructure - Home and Field Office

| Description | Total Costs | Unallowable Costs | | Allowable Costs | Allowable Costs Allocated To: Home Office | Allowable Costs Allocated To: Field Office |
|---|---|---|---|---|---|---|
| Direct labor | $ 16,304,943 | | | $ 16,304,943 | $ 14,798,534 | $ 1,506,409 |
| Premium overtime | (166,064) | | | (166,064) | (116,438) | (49,626) |
| | $ 16,138,879 | | | $ 16,138,879 | $ 14,682,096 | $ 1,456,783 |
| Fringe benefits: | | | | | | |
| Holiday payroll | $ 748,133 | $ - | | $ 748,133 | $ 680,602 | $ 67,531 |
| Vacation/sick payroll | 2,079,407 | - | | 2,079,407 | 1,891,708 | 187,699 |
| Retirement plans | 1,388,491 | - | | 1,388,491 | 1,263,158 | 125,333 |
| Employee group insurance | 1,886,183 | 2,751 | (a) | 1,883,432 | 1,713,423 | 170,009 |
| Bonuses | 1,385,567 | - | | 1,385,567 | 1,260,498 | 125,069 |
| Payroll taxes | 2,223,224 | - | | 2,223,224 | 2,022,544 | 200,680 |
| Total fringe benefits | $ 9,711,005 | $ 2,751 | | $ 9,708,254 | $ 8,831,933 | $ 876,321 |
| General overhead: | | | | | | |
| Indirect labor | $ 9,024,395 | $ 251,572 | (b) | $ 8,772,823 | $ 8,231,381 | $ 541,442 |
| Administrative | 147,495 | 19,733 | (c) | 127,762 | 119,877 | 7,885 |
| Amortization expense | 427,625 | 427,625 | (d) | - | - | - |
| Bad debt expense | 57,785 | 57,785 | (e) | - | - | - |
| Books and subscriptions | 67,574 | - | | 67,574 | 63,403 | 4,171 |
| Computer and programs | 1,792,782 | - | | 1,792,782 | 1,682,135 | 110,647 |
| Depreciation | 531,718 | - | | 531,718 | 498,901 | 32,817 |
| Insurance - general | 492,711 | - | | 492,711 | 462,302 | 30,409 |
| Interest | 132,871 | 132,871 | (f) | - | - | - |
| Miscellaneous | 189,004 | 36,356 | (g) | 152,648 | 143,227 | 9,421 |
| Postage | 27,168 | - | | 27,168 | 25,491 | 1,677 |
| Professional development | 226,248 | 108 | (h) | 226,140 | 212,183 | 13,957 |
| Professional fees | 906,382 | 2,930 | (i) | 903,452 | 847,693 | 55,759 |
| Promotion | 216,348 | 216,348 | (j) | - | - | - |
| Rent | 3,432,350 | 23,004 | (k) | 3,409,346 | 3,198,928 | 210,418 |
| Repairs and maintenance | 279,288 | - | | 279,288 | 262,051 | 17,237 |
| Supplies | 214,141 | 4,844 | (l) | 209,297 | 196,380 | 12,917 |
| Taxes | 735,257 | 177,803 | (m) | 557,454 | 523,049 | 34,405 |
| Telephone | 266,809 | - | | 266,809 | 250,342 | 16,467 |
| Travel expenses | 435,457 | 22,436 | (n) | 413,021 | 387,530 | 25,491 |
| Utilities | 209,621 | - | | 209,621 | 196,684 | 12,937 |
| Total general overhead | $ 19,813,029 | $ 1,373,415 | | $ 18,439,614 | $ 17,301,557 | $ 1,138,057 |
| Total indirect costs | | | | $ 28,147,868 | $ 26,133,490 | $ 2,014,378 |
| Percentage of direct labor | | | | 174.41% | 177.99% | 138.27% |

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# JSEB FORM 1
# CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

## SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER: JB Coxwell Contracting, Inc.

PROJECT TITLE: Horizontal/Civil Engineering (Horizontal) Design-Build Projects

BID NUMBER: CDB- CDB-0132-21

TOTAL BASE BID AMOUNT: TBD

| NAME OF SUB FIRM | Federal I.D. NO. | JSEB (Y/ N) | TYPE OF WORK TO BE PERFORMED | *TOTAL CONTRACT VALUE |
|---|---|---|---|---|
| Terracon Consultants, Inc. | 42-1249917 | N | Environmental | TBD |
| Civil Services Inc. | 26-1171128 | Y | Materials Testing | TBD |
| Meskel & Associates Engineering, Inc. | 26-2014749 | Y | Geotechnical | TBD |
| The NDN Companies | 81-1097920 | Y | Contamination/ Remidiation | TBD |
| Onsite Environmental Consulting, LLC | 20-1718841 | Y | Environmental | TBD |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, 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: [signature] Title: Vice President Date: 8/4/21
Signature of Prime Contractor

Print Name: Gaetano F. Chick, Jr.

* For solicitations that are not project specific, such as: misc services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

**Attach additional list of subcontractors/sub-consultants as needed**

Bid: CDB-0132-21 Design- Build Services for Horizonta/Civil Engineering (Horizontal) Design-Build Projects

| Contractor Names | | EXPERIENCE & COMPETENCE IN DESIGN & CONSTRUCTION OF SIMILAR PROJECTS | PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH CITY AGENCIES AND OTHERS | AVAILABLITY OF ADEQUATE PERSONNEL | CURRENT WORK LOAD | TIME & BUDGET | VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES | FINANCIAL RESPONSIBILITY | LOCATION | QUALITY CONTROL PLANS | ORAL INTERVIEWS | TOTAL POINTS | Average |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| GULF COAST UNDERGROUND | Bill Joyce | 23 | 17 | 8 | 5 | 7 | 5 | 10 | 1 | 1 | NA | 77 | 62.50 |
| | Robin Smith | 14 | 8 | 5 | 1 | 2 | 5 | 10 | 1 | 2 | NA | 48 | |
| BAKER DESIGN BUILD | Bill Joyce | 28 | 19 | 9 | 5 | 9 | 5 | 5 | 5 | 5 | 30 | 120 | 119.00 |
| | Robin Smith | 27 | 17 | 9 | 3 | 9 | 5 | 8 | 5 | 5 | 30 | 118 | |
| SUPERIOR CONSTRUCTION CO. | Bill Joyce | 28 | 19 | 9 | 5 | 9 | 5 | 10 | 5 | 5 | 30 | 125 | 119.75 |
| | Robin Smith | 23 | 19 | 8 | 2.5 | 10 | 5 | 10 | 5 | 4 | 28 | 114.5 | |
| JB COXWELL | Bill Joyce | 30 | 20 | 9 | 5 | 9 | 5 | 10 | 5 | 5 | 30 | 128 | 127.25 |
| | Robin Smith | 29 | 20 | 9 | 3.5 | 10 | 5 | 10 | 5 | 5 | 30 | 126.5 | |

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B. Contractor shall submit:

1) One (1) original signed version of its Response clearly marked as "ORIGINAL." The Response must be signed by an officer or employee having authority to legally bind Contractor.

2) Three (3) hard copies of the entire Response.

3) One (1) digital scanned copy (in pdf format) of entire Response, on a separate CD-ROM or flash drive. Large files may be scanned as several separate PDF files.

4) One (1) REDACTED scanned copy of the Response (if necessary pursuant to Section 2.12). This copy should be marked "Confidential – Trade Secret" or something comparable to alert the reader of Contractor's claim of a public records exemption.

All copies are to be placed in a sealed package. The outside must be marked with (i) the RFQ title and number, and (ii) Contractor's name, address, contact person, and telephone number.

It is the sole responsibility of each Contractor to assure all copies are EXACT duplicates of the original Response. Photocopies or CD copies will be used for the purpose of evaluating the Responses. Any information contained in the original Response which has not been transferred to the CDs or photocopies will NOT be considered. The original document will be used solely for official record keeping and auditing purposes.

2.5 **Evaluation of Statement of Qualifications.**

A. City will determine the qualifications, interest and availability of Design-Build Firms by reviewing all SOQ Responses and by conducting formal interviews of selected Design-Build Firms that are determined to be the best qualified based upon evaluation of the SOQ Responses.

B. The determination of which Design-Build Firms are "best qualified" will be based upon the evaluation criteria set forth in this RFQ on Attachment B, which criteria includes qualifications in accordance with Section 287.055, F.S. , and Part 7 of Chapter 126, Ordinance Code.

C. Before making an award, City reserves the right to seek clarifications, revisions, and information it deems necessary for the proper evaluation of the SOQ Responses. Failure to provide any requested clarifications, revisions or information may result in rejection of the SOQ Responses.

D. City reserves the right to accept or reject any and all SOQ Responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if City determines that doing so will serve City's best interests. City may reject any Response not submitted in the manner specified by the RFQ.

2.6 **Award of Design-Build Contract.**

A. The process for contract award is set forth in Section 287.055, Florida Statutes, and Jacksonville Ordinance Code Chapter 126, Part 7. Generally, City will evaluate, select and rank, based on the highest to lowest evaluation score, three Design-Build Firms determined based on the evaluation to be the most qualified and advantageous to the City of Jacksonville, and conduct formal interviews with the each of the three-top ranked Firms. The relative importance (i.e., maximum scoring points) assigned to the Evaluation Criteria is set forth on Attachment B.

B. The three top-ranked Design-Build Firms may also be scheduled to make presentations before CSPEC, in its sole discretion, regarding their qualifications, organization, development documents, and ability to furnish the required design-build services in

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accordance with Section 287.055, F.S. and Chapter 126, Part 7. Once the presentations, if any, are completed, the CSPEC will forward their recommendation of rankings (first, second, and third ranked Firms) to the Mayor's Office for approval.

C. Once the City has obtained approval of the rankings, the City shall negotiate with the highest ranked Firm for professional design services pursuant to Section 287.055(5), F.S., at compensation which the City determines is fair, competitive and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the highest ranked Firm, the City will terminate negotiations with the highest ranked Firm. The City shall then undertake negotiations with the second highest ranked Firm for compensation which the City determines is fair, competitive and reasonable for the Project. Should the City be unable to negotiate satisfactory compensation with the second highest ranked Firm, the City will terminate negotiations with the second highest ranked Firm. The City shall then undertake negotiations with the third highest ranked Firm, and should the City be unable to negotiate satisfactory compensation with the third highest ranked Firm, the City may terminate this RFQ and reissue the RFQ in its sole discretion. Notwithstanding this 2.6(C), pursuant to Section 2.2 above, the City reserves the right to cancel or reissue this RFQ at any time in its sole discretion.

D. Once the City has negotiated satisfactory compensation for professional design services with one of the three top-ranked Design-Build Firms, the CSPEC will forward a recommendation to the Mayor's Office for a Design-Build Contract award, whereby the Design-Build Firm and the City will subsequent to the execution of the Contract, negotiate via a two-step approach payment for the preliminary design (60%) performed by Design-Builder for a specific project based on the Design Criteria Package, and then the guaranteed maximum price (GMP) and guaranteed completion date (GCD) for each Specific Project and incorporate such terms into the Contract by written amendments executed by the parties.

E. City may make an award within sixty (60) days after the date of the Responses are due, during which period the Responses shall remain firm and shall not be withdrawn. Any Response that expresses a shorter duration may, in City's sole discretion, be accepted or rejected. If award is not made within sixty (60) days, the Response shall remain firm until either the Contract is awarded or City receives from Contractor written notice that the Response is withdrawn. [Note: Withdrawal of a Response may be requested within 72 hours (excluding State holidays, Saturdays and Sundays) after the date and time Responses are due. City will not accept an amended Response after the date and time Responses are due.]

F. Except as may otherwise be expressly set forth in the RFQ, City intends to award one contract, but reserves the right to reject all Responses.

G. Based on the evaluation results, City shall electronically post a notice of intended award at City's website. Please contact the Contact Person if you are uncertain of City's website address or if you experience problems accessing it. Any person who is adversely affected by the decision shall file with City a notice of protest in accordance with the Protest provisions of the RFQ. City does not intend to provide tabulations or notices of award by telephone.

H. Subsequent to the award of the Design-Build Contract, in the event the City is unsuccessful in negotiating a GMP and GCD for a Specific Project with the Design-Build Firm, the City reserves the right to terminate the Contract and proceed with a separate solicitation for the identified project or any projects intended for this RFQ.

2.7 <u>Terms of Agreement</u>. After award to the successful Design-Build Firm in accordance with Section 2.6 above, City and Design-Build Firm will promptly enter into a Contract incorporating the terms of this RFQ, the requirements of Section 287.055, F.S. to negotiate a GMP and GCD for each Individual Project, and other terms and conditions as may be agreed to between the parties. To the extent the Response contains exceptions to or modifications of the RFQ, such exceptions or modifications are stricken unless City affirmatively accepts the exceptions or modifications in the Contract. The Contract will be substantially in the form set forth in Form 5 of this RFQ, subject to

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## Attachment B- Evaluation Criteria

**General:**

Upon approval of the ranking of DBF responses under each category, the City shall conduct oral interviews for the top ranked firms in accordance with Section 287.055, F.S.. The QES will again serve as the selection committee under the auspices of CSPEC. Separate criteria and schedules will be provided to the top ranked firms under consideration for the interviews.

At the conclusion of the ranking process, the City intends to select the top-ranked DBF as specified within this RFQ. The City intends to contract with the top-ranked DBF.

The City reserves its right to terminate the design build solicitation for any proposed project and transfer it for execution through the design-bid-build delivery method.

A DBF selected to receive a DCP for a specific project shall be required to retain all employees, consultants, sub-consultants, contractors, sub-contractors, and suppliers necessary for the proper execution of the project as it has been listed in the DBF SOQ submitted in response to this solicitation unless otherwise agreed between the parties and approved by the City.

### I. EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR DESIGN-BUILD PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL). (30 Point Value)

Provide concise information pertaining to professional qualifications, experience, and competence of the Design Build Team or individual firms of the Design Build Team as follows:

1. Identify the lead organization and primary members of the Design Build Team. Name the DBF with whom the City will be contracting and identify if this will be a partnership, corporation, joint venture, etc.
2. Provide an organizational chart of the DBF team describing the role and responsibilities of each team member. Identify all team members that are pre-qualified by the City as a Jacksonville Small Emerging Business.
3. Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
4. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the DBF team. (Appendix item)
5. The DBF team must include at a minimum the following Key Individuals in order for the SOQ to be deemed technically responsive. Identify the Key Individuals and the business entities (firms) by which those individuals are employed. Provide a clear definition of the role and responsibility of each Key Individual relative to the member firm.
   a. <u>Project Principal</u> - The Project Principal (Director) shall be the primary person in charge of and responsible for delivery of the Project in accordance with the Design Build Contract requirements. The Project Principal must have full authority to make the final decisions on behalf of the DBF and have responsibility for communicating these decisions to the City of Jacksonville, Florida. The Project Principal must have at least ten (10) years of requisite experience and provide at least five representative projects.
   b. <u>Lead Design Professional</u> - The Lead Design Professional shall be in charge of and responsible for all aspects of the design of the Project and shall be a Florida Registered Engineer or Architect or Landscape Architect. The Lead Design Professional shall have a minimum of ten (10) years of post-registration experience in design of similar public or private facility projects, including five (5) years of supervisory experience. The Lead Design Professional shall have coordination and project management responsibilities over the Project Design Team.
   c. <u>Specialty Design Engineer, Architect, and Landscape Architect</u> - The Specialty Design Engineers such as Civil, Traffic, Drainage, Structural, Electrical, as well as any other

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necessary design professional shall comprise the Project Design Team and be responsible for preparation of construction drawings, calculations and specifications in their respective specialty. Each Specialty Engineer and other design professional shall be licensed in the State of Florida with at least five (5) years of post-registration design experience. Each design professional shall provide at least five representative projects.

d. Construction Manager - The Construction Manager shall report directly to the Project Principal and shall be responsible for the overall coordination of projects at each location including participation in the design and primary on-site responsibility for construction. The Construction Manager shall have at least five years' experience in this role and provide at least five representative projects while serving as a Construction Manager or Site Superintendent.

e. Design Quality Control Manager - The Design Quality Control Manager shall be responsible for assuring that the design of each project is in compliance with the requirements of the Design Build Contract. The Design Quality Control Manager shall be a Professional Engineer, Registered Architect, or Registered Landscape Architect licensed in the State of Florida and shall report directly to the Project Principal. The Design Quality Control Manager shall have at least 10 years of post-registration experience in design and construction. The Design Quality Control Manager will provide at least three (3) examples of requisite experience in this role.

f. Construction Quality Control Manager - The Construction Quality Control Manager shall be responsible for assuring that all workmanship and materials are in compliance with the Design Build Contract Requirements. The Construction Quality Control Manager shall have at least ten (10) years of experience in building construction, utility construction, or other representative experience related to the project type offering. The Construction Quality Control Manager will provide at least three (3) examples or requisite experience in this role.

6. All members and personnel of the Design Build Project Team shall hold licenses required for performing work on a specific project under the State of Florida or the City of Jacksonville law and ordinances including occupational tax licenses.
7. Provide information demonstrating that the DBF personnel possess the required minimum qualifications specified in Item 5.
8. Design Build Firm's design team shall have the necessary equipment and personnel to provide the design plans and specifications in a timely manner.
9. Provide one-page resumes of the Key Individuals and other personnel that the Design Builder considers critical to the successful completion of the Project including all team members discussed above in the appendix.
10. Modification to the Design Build Firm's Team or Key Individuals and other personnel listed above is discouraged. The City will not approve requests for modification without justification. Examples of justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or death of a team member. Replacement team members must be submitted to the City for approval demonstrating equivalent experience to the individual being replaced.
11. For the Project Principal, Lead Design Engineer, and Construction Manager compose a list of projects that they managed in the past. Each list shall consist of a brief description of the projects managed by each of them, name of the owner the work was performed for, the owner's representative's telephone number, total construction cost, duration of construction, and any unusual features.

**II. PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS (20 Point Value).**

Provide concise information describing:

1. For the DBF including the Design Build team, provide information demonstrating the firm's qualifications for performing work included in this

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RFQ. The information shall consist of a list of project experience in the past five (5) years, including year(s) of design and/or construction experience. Provide a separate list of design and construction projects performed by members of the DBF team for the City. (This information may be included in the appendices and will not be counted against the 25-page limit.)

2. For each project listed, provide:
    a. A brief description of the project,
    b. Name of owner for whom the work was performed,
    c. Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.

    (This information may be included in the appendices and will not be counted against the 25-page limit.)
3. Provide brief answers and explanations to the following questions:
    a. Has any member of the DBF team defaulted and/or been terminated on any project within the last (5) years?
    b. In the past five (5) years, has any member of the DBF team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
    c. How many contract claims were submitted in the past five (5) years by members of the DBF team and how were they resolved?
    d. Does any member of the DBF team have active projects that are behind schedule? If so, why are the projects behind schedule?
    e. Has any member of the DBF team been assessed erosion and sediment control violations and/or fines within the last five (5) years?
    f. Within the last five (5) years, how many projects were constructed by the Design Builder's team that were completed three (3) or more months before the target completion date of these projects? Provide details.
4. Provide the current National Council on Compensation Insurance (NCCI) Experience Modification Rate (EMR) for each DBF team member and all major sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, the respondent will be regarded as nonresponsive.
5. Provide DBF safety goals for the Project.

## III. AVAILABILITY OF ADEQUATE PERSONNEL, EQUIPMENT, AND FACILITIES (10 Point Value).

Provide concise information pertaining to the DBF team's ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project:

1. Provide the Team Organizational Chart listing available personnel, equipment, and facilities in the design, construction, and quality control activities.
2. Demonstrate the team's ability to commit necessary resources to successfully complete the Project.
3. Demonstrate project team's leadership capability and relevant management experience for the design, construction, and quality control requirements of the Project.

## IV. RECENT, CURRENT AND PROJECTED WORKLOAD (5 Point Value)

Provide the number and size of the projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

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## V. OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS (10 Point Value).

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer within the past three years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer ("Reference Projects"). As part of its response to this evaluation criterion, the proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates on the forms provided as "Form 6". Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except – at the sole discretion of the City - such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases In the appropriate index (CPI or PPI) for the service being provided since the date of the Original Agreement (Contract). Any allowable rate adjustments for subconsultants shall also follow this procedure.

Schedule A is provided in the RFQ for information only. **Do not return this form with your proposal.**

Proposed overhead rate is limited to 175% of direct labor. Proposed overhead rates in excess of 175% shall conform to Federal Acquisition Regulations as established by a governmental audit certified to by a Certified Public Accountant. However, under no circumstances shall the overhead rate exceed 200%. Profit rate shall only be applied to direct labor plus overhead. No mark-up or profit shall be paid on non-labor related costs, reimbursables or on services provided by subconsultants or others.

## VI. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR. (5 Point Value)

Provide a list of all local government projects on which Contractor has been awarded fees during the past five (5) years. Include only those projects on which Contractor was the Prime Contractor (do not delete fees paid to subcontractors or others). Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the [Procurement] Department"; and with any of Buyer's Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state.

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## VII. FINANCIAL RESPONSIBILITY (10 Point Value)

Provide concise information pertaining to the DBF team's financial responsibility:

A. Indicate the DBF form of business, e.g., corporation, partnership, joint venture, or sole proprietor. Provide information about years in business, change in ownership, bank references, and any other information the DBF may wish to submit to allow the City to verify financial responsibility of each member of the DBF team.

B. Provide the latest DBF Dunn & Bradstreet rating, and financial statement including current balance sheet, and a bank letter indicating the status of all accounts for each principle entity in the DBF team.

C. For a joint venture, provide pertinent complete financial information for each joint venture partner.

D. Disclose any unpaid judgments in excess of $100,000.

E. Disclose any disputed or un-adjudicated claims in excess of $500,000.

F. If the DBF or a Partner in the Joint Venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.

G. Provide evidence that the DBF current bonding capacity is at least $6,000,000. This evidence shall be in the form of a commitment letter from a licensed bonding company (surety).

H. The DBF (and joint venture partners) shall provide a comparison of the anticipated gross monthly billings for the next twelve months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past 24 months.

## VIII. LOCATION (5 Point Value).

Document the location of Contractor's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employees assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded

## IX. QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (5 Point Value)

The Quality Control Program is a critical component of the design and construction of the Project. It represents assurances to the City that the DBF is executing in accordance with the contract documents. The City will provide the quality assurance and independent testing, but the established Quality Control Program is the backbone for which the City will gauge compliance. The City shall negotiate the provisions of the acceptable Quality Control Program and finalize it prior to contract award.

Describe how the DBF proposes to incorporate the City's quality assurance requirements into his/her Quality Control Program.

The City's quality assurance requirements consist of the following elements: (a) Design Reviews by the Public Works Department, using agency, and/or design consultants hired by the City at the 30%, 60%, 90%, and 100% design completion stages or as determined by the City's PM; (b) Permits and Inspections required by local, state, and Federal regulatory agencies; (c) Reviews and Approvals by Utility Companies; (d) Submittal Reviews by the Department of Public Works or designated consultant; (e) Regular

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Construction Inspections performed by the Department of Public Works or designated consultant; and (f) Construction Material Testing conducted by the City's Testing Consultant.

## X. SOQ POINT VALUE FOR EACH EVALUATION CRITERION

The maximum number of points as shown below may be awarded by the QES of the CSPEC to the DBF based on verifiable information provided in the SOQ for each evaluation category listed and described herein.

Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

The responses to each of the criterion will be evaluated relative to other responses received and awarded a score as listed in the table below.

| Item in Attach B | Item's Title | Maximum Number of Points |
|---|---|---|
| I | Experience, competence in and approach to the design and construction of various similar design-build projects | 30 |
| II | Past professional accomplishments and performance | 20 |
| III | Availability of adequate personnel, equipment, and facilities | 10 |
| IV | Current Workload | 5 |
| V | Overall willingness to meet time and budget requirements for the projects | 10 |
| VI | The volume of current and prior work performed for using agencies shall be considered a minus factor | 5 |
| VII | Financial responsibility | 10 |
| VIII | Location | 5 |
| IX | Quality control plan (design & construction) | 5 |
| Maximum Score | | 100 |

## XI. ORAL INTERVIEWS

The Oral Interviews will have an additional value of thirty (30) points which will be added to the DBF Score from the evaluation of the SOQ. The three top-ranked DBFs from the SOQ Evaluation Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the SOQ Evaluation and the Evaluation of the Oral Interviews.

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**Department of Finance and Administration**
**Procurement Division**

**CITY OF JACKSONVILLE**

April 14, 2022

**To:** Gregory A. Pease, Chief
Procurement Division

**From:** Sandy Simpson, EBO/JSEB Compliance Officer
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

**Re:** **CDB-0132-21 Design- Build Services for Horizontal-Civil Engineering (Horizontal) Design-Build Projects**

The Equal Business Opportunity Office has reviewed the lowest bidder/ proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **J. B. Coxwell Contracting, Inc**, with 20% JSEB goal for the duration of the contract. Based upon review of the JSEB schedule of work, the Letters of intent, and the areas of certification, the lowest bidders/ proposers meet the goal by utilizing 20% participation with the following JSEB Vendors:

Civil Services Inc.
Meskel & Associates Engineering, Inc.
The NDN Companies
Onsite Environmental Consulting, LLC.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8167.

cc: Bryan Matus
Dinah Coleman Mason

214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8840 | Fax: 904.255.8842 | www.jseb.coj.net

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

SUBJECT: DESIGN-BUILD SERVICES FOR HORIZONTAL/CIVIL ENGINEERING (HORIZONTAL) DESIGN-BUILD PROJECTS

BID # CDB-0132-21

OPEN DATE: 2021-08-04

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 5 NUMBER RECEIVED: 4 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 November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 119.00
1) J.B. Coxwell Contracting, Inc. – 127.25
2) Superior Construction Co., Inc. – 119.75

Recommend approval to enter negotiations with J.B. Coxwell Contracting, Inc., as receiving the highest score in accordance with the evaluation and raking above.

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B- Evaluation Criteria

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, 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: 1/13/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 1-18-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

SUBJECT: DESIGN-BUILD SERVICES FOR HORIZONTAL/CIVIL ENGINEERING (HORIZONTAL) DESIGN-BUILD PROJECTS

BID # CDB-0132-21

OPEN DATE: 2021-08-04

## COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 5 NUMBER RECEIVED: 4 OTHER: 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

The City of Jacksonville received four (4) proposals and all have been reviewed and ranked. Based on the average score, the following firms were determined to be the most qualified of those submitting qualifications. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services. Alphabetically they are:

3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 89.00
1) J.B. Coxwell Contracting, Inc. – 97.25
2) Superior Construction Co., Inc. – 90.75

Pursuant to Section 2.6- Award of Contract of RFP, recommend approval to move forward with presentation/interviews before CSPEC at a future scheduled meeting.

ATTACHMENTS: Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B- Evaluation Criteria

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, 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: 10/14/2021

OTHER

ACTION OF AWARDING AUTHORITY DATE 10-18-21

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

Docusign Envelope ID: CAF0DD67-E252-4877-B16E-460482511BEB

CDB-0132-21

7/28/21

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE

**MEMORANDUM**

1.9 non mandatory

**TO:** Competitive Sealed Proposal Evaluation Committee ("CSPEC")

**FROM:** Gregory Pease, Chief of Procurement

**DATE:** June 14, 2021

**RE:** REQUEST FOR APPROVAL TO UTILIZE COMPETITIVE SEALED PROPOSAL PROCESS

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Pursuant to Chapter 126, Part 7, § 126.701 approval is requested to utilize the Competitive Sealed Proposal process to select the most qualified Design-Build Service (RFQ) for Horizontal/Civil Engineering (Horizontal) Design-Build projects for the Public Works Engineering and Construction Management Division. As a follow-up to the same, the CSPEC is now requested to review and approve the solicitation documents attached hereto.

More specifically, the CSPEC is requested to review and approve the evaluation criteria as outlined in the attached Request for Qualifications ("RFQ"). Procurement's review in this matter has revealed that:

The attached Certification Letter and the Scope of Services received from the using agency appear to be in order.

The RFQ has been reviewed and approved by Risk Management regarding insurance and indemnification requirements.

The RFQ has been reviewed and approved by EBO regarding JSEB participation goals and EBO recommends: Participation Plan.

It is requested that the CSPEC take these issues into consideration in its review and/or approval in this matter.

***CSPEC APPROVAL***

Teresa R. Eichner
Finance Director or designee

Procurement Chief or designee

General Counsel or designee

Department/Agency Representative

Public Works Director or designee