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# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

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

Goods and/or Services: Flagler Ave./Festival Street Professional Design Services

**Requested Action and Justification:**

Recommend approval to amend the award with GAI Consultants, Inc. for amendment 1 to provide construction documents for the shared street improvements along Flagler Ave. Festival Street between Prudential Dr. and RiverPlace Blvd. The Engineering Division has negotiated with the consultant as outlined in the attached Scope of Services and Contract Fee Schedule, Exhibit 1A. Total expenditure not to exceed $448,214.80.

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

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | GAI Consultants, Inc | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 2/6/2025 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 71966-25 | **PO #:** | N/A | **Change Order #:** | N/A |
| **Solicitation #:** | RFQ 16069 25 | **Contract #:** | 71966-25 | **Contract ADM #:** | 1 |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

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

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 10802 | **Center:** | 135115 | **Acct:** | 549006 | **Proj:** | 010690 | **Activity:** | 0000000000 | $ | 448,214.80 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ | |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ | |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 448,214.80 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | | |
|---|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | | |
| **Concurrence:** | Signed by: Scott Carter 20991F8ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT | 2/17/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS | 2/18/2026 |
| **Concurrence:** | | **Title:** | | |
| **Concurrence:** | | **Title:** | | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860FACE2449C... | **Chief of Procurement:** | Signed by: 2/24/2026 B10F1D51735245 |
| **Name:** | Kemp, Benjamin | **Name:** | Dustin L. Freeman |

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

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# PAF Instructions
## Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

**Options:** Period of time for each renewal or option.

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

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

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

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

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

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

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

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

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

**Title:** Title of person electronically signing form.

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

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

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A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Public Works Department
214 N Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

September 29, 2025

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler
Director, Public Works Department
Colin Tarbert
Chief Executive Officer, Downtown Investment Authority

FROM: Scott Carter
Chief, Engineering and Construction Management

SUBJECT: Shortlist Memorandum for RFI 04-25 Flagler Avenue Festival Street

The Department of Public Works has issued a Request for Interest (RFI) for design services for Flagler Avenue Festival Street under the Downtown Investment Authority's Professional Design Service Contracts for As-Needed Projects.

Firms from the pre-qualified bench of consultants from solicitation 16069-25 were invited to respond to a Request For Interest if qualified under the code **H07 (Highways; Streets; Airfield Paving; Parking Lots)** and **T03 (Traffic & Transportation Engineering)**

The twenty six (26) firms solicited included:

- Alfred Benesch & Company
- Alliant Engineering, Inc.
- Almond Engineering, PA
- Baker Consulting & Engineering, LLC
- Carnahan, Proctor and Cross, Inc.
- Construction and Engineering Services Consultants Inc
- Dewberry Engineering Inc.
- DRMP,INC.
- Eng Engineering Inc
- England, Thims & Miller, Inc
- Four Waters Engineering
- GAI Consultants Inc

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- Gresham Smith
- Halff Associates, Inc.
- Hanson Professional Services Inc.
- Kevin C. Knowles Civil Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- Matthews Design Group
- Metric Engineering Inc.
- NV5, Inc.
- Osiris 9 Consulting, LLC
- Pond & Company
- Prime AE Group Inc
- The Haskell Company
- WGI, Inc.
- WSB, LLC

Eleven (11) firms responded with Letters of Interest (LOIs):

- DRMP,INC.
- England, Thims & Miller, Inc
- GAI Consultants Inc
- Gresham Smith
- Hanson Professional Services Inc.
- Kevin C. Knowles Civil Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- Matthews Design Group
- NV5, Inc.
- Pond & Company
- WGI, Inc.

In determining the most qualified firm, Public Works considered related project experience, staff availability, and proposed project approach. Public Works recommended the following firms to shortlist:

- DRMP,INC.
- GAI Consultants Inc
- Matthews Design Group

SC/rf

CC: Ben Koeppen, Project Manager, Public Works Department
Guy Parola, Director of Operations, Downtown Investment Authority

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DRMP

8001 Belfort Parkway, Suite 200 Jacksonville, FL 32256
**Phone: 904.224.2876 | Fax: 407.896.4836**
**Primary Contact: Justin Hayes, EI | Email: JHayes@drmp.com**
1.833.811.3767 | www.DRMP.com

# Response to: Request for Interest (RFI) for the Downtown Investment Authority's As-Needed Projects: Flagler Avenue Festival Street (RFI 04-25)

## Project Understanding

**Flagler Avenue**, between Prudential Street and Riverplace Boulevard, **sits at the heart of Southbank's street network.** The Skyway's Riverplace Station, located at Mary Street and Flagler Avenue, places the project within a short walk of frequent, fare-free rail service that connects Southbank to Downtown and to the regional bus network at Central Station. Kings Avenue Station and the adjacent park-and-ride garage extend this reach for commuters and visitors. On the water, the **St. Johns River Taxi** operates multiple Southbank docks at Friendship Fountain, the DoubleTree Hotel, and the Lexington Hotel, providing event-friendly and gameday transportation. The Flagler Ave corridor can also support JTA's **Ultimate Urban Circulator**, an autonomous vehicle program starting at the Bay Street Innovation Corridor and expanding outward into nearby neighborhoods. As this system grows, **Flagler Avenue can become a Southbank gateway** that supports last-mile connectivity. **Trails and public spaces are immediate assets**: the Southbank Riverwalk intersects with Flagler Ave, and the Emerald Trail 30-mile loop connects at least 14 neighborhoods to Downtown and the riverwalks. Treaty Oak in Jessie Ball duPont Park is only steps away and provides a cultural and ecological landmark that anchors the identity of the area. The surrounding development context reinforces the opportunity to invest in Flagler Ave. To the west, the SoBA Apartments on Home Street and the River House Apartments on Prudential Drive add a strong residential base within walking distance. Both contribute to all-day pedestrian activity that a complete and walkable Flagler Ave can serve. Across the river on the Northbank, Shad Khan's Jacksonville Shipyards redevelopment is bringing a new Four Seasons Hotel and Private Residences, One Shipyards Place, a new marina, and additional restaurants and riverfront amenities. These investments, together with Riverfront Plaza and new park projects, represent a once-in-a-generation riverfront revitalization. A redesigned Flagler Avenue is a natural complement, offering a human-scaled connection that supports this momentum. **DRMP is qualified in H07 (Highways; Streets; Airfield Paving; Parking Lots) and T03 (Traffic & Transportation Engineering).**

## Technical Approach, Cost Containment, and Innovative Ideas

**The proposed design should reflect the character of Southbank** and maximize open space and views of the St. Johns River, as per the Downtown Design Guidebook and the Riverwalk Continuity Manual. The design **must also be flexible and adaptable**, yet aesthetic and sustainable. **The following is our proposed planning, design, and construction approach,** which presents an **innovative take** while remaining cognizant of cost impacts and constructability: (1) *safe and legible bicycle and pedestrian space* and connections and clear *wayfinding*; (2) *landscaping* serving multiple purposes, including providing shade, augmenting the aesthetic appeal of the corridor, and offering opportunities for green infrastructure integration; (3) human-scaled *street lighting*; (4) *traffic operations and design* plans that consider all modes, including protected signal phases, LPIs, and traffic-controlled midblock crossings, (5) state-of-the-art, *precise survey and SUE* services that protect existing infrastructure and avoid service disruptions, (6) *utility integration*, including lockable electric, electric, plumbing, water hookups, and underground conduits for future proofing, (7) *removable delineators*, such as bollards and planted pots, mountable curbs for ADA transitions, and designated vendor zones, (8) *a festival activation strategy*, describing *programming* (local music and art installations, food vendors, community zones) and *modular design* (pop-up kiosks, parklets, movable seating, and art, (9) a *Traffic Control Plan* outlining multimodal circulation and detouring, (10) *community and stakeholder engagement*, involving local businesses, residents, City, DIA, partner agencies, and cultural groups, (11) *permitting and insurance considerations* – including coordinating with Public Works and Parks and Recreation, maintaining ADA compliance, fire lane/emergency access, and any temporary easement uses, and (12) *marketing and promotion* to facilitate the festival street's success and smooth operations through various means and outlets (door-to-door flyers, social media, local radio and TV, feedback surveys). Following this approach, there are several opportunities for **cost containment**: (i) by charting a clear and repeatable transformation and activation plan, financial risks are minimized, (ii) the application of modular street furniture provides a wide range of material and setup options that are cost-scalable, (iii) by integrating sustainable and resilient design elements such as green infrastructure, the design is future-proofed, and (iv) our design and construction practices always account for cost contingencies that factor in market fluctuations.

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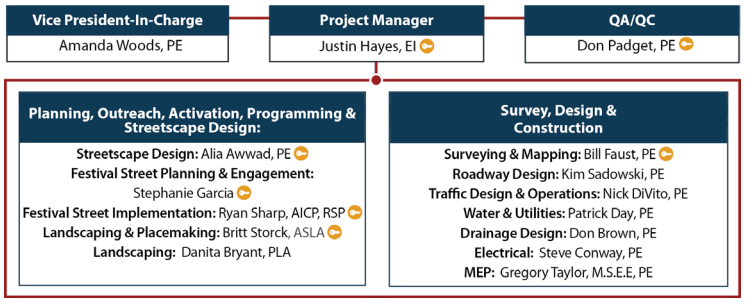
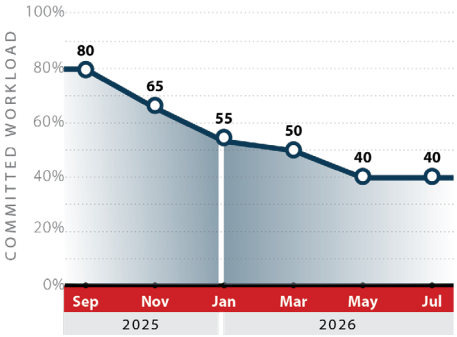
DRMP
8001 Belfort Parkway, Suite 200 Jacksonville, FL 32256
**Phone: 904.224.2876 | Fax: 407.896.4836**
**Primary Contact: Justin Hayes, EI | Email: JHayes@drmp.com**
1.833.811.3767 | www.DRMP.com

## Organization Chart and Firm Capacity




With our family of companies under the Trilon Group, we can utilize additional resources from partner companies to serve as an extension of DRMP's team, giving us the ability to assemble a full-service team that will deliver every detail involved in the planning, design, and construction of the project. Powered by Trilon, the collaborative will offer expanded capacity and skillsets, while maintaining seamless coordination compared to a traditional prime-subcontractor relationship. **Justin Hayes, EI** a Jacksonville native, will serve as Project Manager; bringing his local knowledge, investment in the community, and commitment to professional excellence and innovation to the project. Justin will be supported by a specialized team of planners, engineers, surveyors, and landscape architects, who each have a key role in stitching together this important effort. Those key team members have led multiple similar efforts in Florida and across the country, and are very familiar with the potential nuances that may arise during a unique project like the proposed festival street along Flagler Ave: **Alia Awwad, PE** has led and served as Engineer of Record on multiple complex, urban permanent and demonstration project applications; **Stephanie Garcia, PE** established an award-winning multimodal quick build pilot program at the Broward MPO; **Bill Faust, PSM** led on numerous survey projects for the City; **Britt Storck, ASLA** is leading visionary landscape and streetscape projects across the country, including the renowned Beltline west extension in Atlanta; and **Ryan Sharp, AICP**, former Director of Transportation and Parking at City of Hoboken, NJ, led Hoboken to be the only City in the country to go eight consecutive years with zero traffic fatalities through innovative, connected multimodal projects. Additionally, DRMP prides itself on robust quality control and assurance that includes specialized personnel. The team will have oversight from **Amanda Woods, PE**, our Transportation sector leader and Vice President.

**STAFF WORKLOAD**




## Relevant Project Experience

Our project portfolio encompasses numerous transformative streetscape projects, including: **(1) Times Square Renovation and Streetscape**, Town of Fort Myers Beach, Lee County, FL: DRMP provided master planning, design, and engineering services to redesign the Town's core shopping district. Intensive community engagement included setting up a 24-hour hotline, multiple Town Council meetings, and a design charrette. DRMP employed state-of-the-art LiDAR equipment and coordinated with the Fire Department on emergency access. The design led to the MPO allocating $1 million in LAP funding, and the plans and construction sequencing were modified to maximize the impact of the funding. **(2)** DRMP is currently working on the **Magnolia Ave Roadway Reconfiguration** design project in Downtown Orlando, FL, which includes repurposing the roadway into a two-lane street with on-street parking, bike and pedestrian facilities, transit amenities, and traffic signal modifications. The project involved extensive collaboration with stakeholders, including FDOT and Lynx Bus Service. **(3) SR 580/Hillsborough Ave LAP-funded Streetscape**, Hillsborough County, FL: a $1.2 million multimodal safety improvement project involving expanded bike and pedestrian space, landscaping/irrigation techniques and decorative sidewalks, survey and utility coordination, and extensive community engagement. **(4) West Georgia Ave Complete Streets**, Deland, FL: visioning, planning, and installation of a festival street in Downtown Deland. Improvements were sensitive to the local and historic context of the area. A big factor in its success was raising the roadway to sidewalk level to mitigate stormwater issues and ADA access issues.

Our team is excited and committed to helping the City and the DIA deliver this important project if selected. It would not just be another project for us, but a landmark and highlight of our collective careers. We thank you for your time and consideration. We look forward to our partnership.

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**September 22, 2025**

**Attn:** A.J. Tablada, PE | Public Works Engineering

GAI has an unmatched knowledge of this project area after having completed all engineering, permitting, and landscape architecture services on the adjacent Riverplace Blvd Complete Streets Project constructed in 2019. Our proposed Project Manager for this assignment, Matt Bolyard, PE, was also the Project Manager and EOR for the Riverplace Blvd Complete Streets Project. GAI can complete all roadway, streetscape, environmental, utilities, lighting and electrical design for this project assignment in house and will only require subconsultants for the Geotechnical Investigation and SUE. Our team understands the evolution of this area from a single-use office park to a mixed-use district with a variety of stakeholders, opportunities, and needs as articulated in our prior work in the Southbank. **We also understand the intent of the Downtown Design Guidebook because GAI's Community Solutions Group was the prime consultant leading the 2022 DIA BID Plan and CRA Update, which included authoring the Guidelines.** The Guidebook illustrates dimensions, materials, and other performance objectives for safe, walkable streets for the public. The Guidebook also describes the urban relationship between public and private realms, including the beautification and activation of the existing blank facades along the parking decks fronting Flagler Ave at the JTA overhead transit structure. Our objective is to work with City Staff and area Stakeholders to examine viable alternatives for the design of the Flagler Ave Streetscape and Corridor as a successful investment that advances the overall evolution of the Southbank. Flagler Avenue can also serve as an important link to other surrounding bicycle and pedestrian-oriented efforts happening on the Southbank. These include the Southbank Riverwalk, the recently completed Fuller Warren SUP Bridge, the Nira Street Trail, and the Rivers Edge Boardwalk Trail which are all expected to be included as the Southbank Loop of the Emerald Trail along with being a segment of the Core to Coast Trail.

## 1. PROFILE CODES

GAI has extensive experience on projects across the state of Florida and for the City of Jacksonville in categories /profile codes H07 (Highways; Streets; Airfield Paving; Parking Lots) and T03 (Traffic & Transportation Engineering) from Standard Form 330.

## 2. GAI PROPOSED ORGANIZATIONAL CHART

| Proposed Staff | Role |
|---|---|
| Matthew Bolyard, PE | Project Manager/Roadway Task Lead/ Engineer of Record |
| Pete Sechler, PLA, AICP | Client Liaison |
| Ron Hoogland, PE | Quality Control/Quality Assurance |
| Daniel Ashworth, PLA, AICP | Streetscape Improvements Task Lead |
| Randal Thompson, PE | Roadway & Pavement Design |
| Jennifer Klich, PE | Drainage & Stormwater Design Task Lead |
| Anna Zhang, PE | Street Lighting |
| DJ Silverberg, PWS | Environmental / Permitting |
| Greg Kolb, PE | Water & Sewer |
| Craig Adams, PE | Underground Electric Distribution |
| Matt Jennings, PLS | Survey |
| Tom Little, PLS | Survey |
| Brett Harbison, PE | Geotechnical *(Meskel)* |
| Barry Scott | SUE *(ETM)* |

## 3. RELEVANT PROJECT EXPERIENCE

Our proposed staff has completed over 30 municipal streetscape projects and the design of infrastructure improvements within redeveloping areas is a cornerstone of our practice. For Flagler Ave, we reference the following relevant projects:

**1. Riverplace Blvd. Complete Street** – City of Jacksonville, FL. $4.8 Million. 5 to 3 Lane Repurposing Project which included upgraded pedestrian and bicycle facilities, signals, ITS, hardscape, seat walls, rain gardens, landscape, irrigation and lighting. This project is immediately adjacent to the Flagler Ave Project. Conceptual design and public involvement included the future vision for the Southbank District for the CRA which included this section of Flagler Ave. Project Challenges: Initial visioning process to build consensus on proposed typical section and significant underground utilities in conflict with proposed storm system and street trees.

**2. Artist Walk Design Build** – City of Jacksonville, FL. $6.5 Million. Project was underneath the Fuller Warren Bridge from Riverside Ave to Park St. Improvements included a versatile area for Riverside Arts Market, festivals, food trucks, a separate skatepark area, and a section of the Emerald Trail. Landscaping, lighting and event power were also included in the project. Project Challenges: Coordination with local skatepark community, local stakeholders, FDOT Permitting and ongoing FDOT I-95 / I-10 design build project under construction at the same time within project limits.

**3. Independence Lane and Square** – City of Maitland, FL. $5 Million. This is a very similar project to Flagler Ave as it redeveloped Independence Lane into a flush shared street with brick pavers, concrete sidewalks, parallel parking, event power, festival lighting, rain gardens and other features that allow it to support daily retailing and special events with road closure. The roadway is adjacent to Independence Square which is Maitland's new Central Park. The Square supports larger festivals in conjunction with the event street while protecting historic oak trees and providing relaxing garden space on non-event days. Project Challenges: Raising the proposed street grade 6" for the flush festival street while matching adjacent development. This project also involved retrofitting and replacing aged stormwater, water, and sewer infrastructure and a compressed design schedule.

## 4. WORKLOAD & AVAILABILITY

GAI has over 150 engineering and design professionals in the state of Florida and will staff the project to meet or exceed the project schedule. We are committed to the success of downtown Jacksonville and will prioritize this next phase of the Southbank Redevelopment.

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*This table illustrates the availability of proposed staff for Flagler Avenue, along with their current workload commitments.*

| Proposed Staff | Availability | Workload |
|---|---|---|
| Matthew Bolyard, PE | 60% | 40% |
| Pete Sechler, PLA, AICP | 40% | 60% |
| Ron Hoogland, PE | 40% | 60% |
| Daniel Ashworth, PLA, AICP | 60% | 40% |
| Randal Thompson, PE | 70% | 30% |
| Jennifer Klich, PE | 60% | 40% |
| Anna Zhang, PE | 60% | 40% |
| DJ Silverberg, PWS | 60% | 40% |
| Greg Kolb, PE | 50% | 50% |
| Craig Adams, PE | 50% | 50% |
| Matt Jennings, PLS | 60% | 40% |
| Tom Little, PLS | 60% | 40% |
| Brett Harbison, PE *(Meskel)* | 30% | 70% |
| Barry Scott *(ETM)* | 30% | 70% |

## 5. TECHNICAL PROJECT APPROACH

**Roadway.** The proposed improvements will require the reconstruction of the existing asphalt pavement for 750' from Riverplace Blvd south to Prudential Dr. GAI views this project as potentially two distinct typical sections both with a crowned flush condition roadway composed of brick pavers with a crushcrete or limerock base and valley gutter on either side. The northern section will complete all improvements within the existing 60' City right of way while improvements in the southern section can be expanded to the west to create an interactive or activated edge with the 275' Jessie Ball DuPont Park frontage to help drive more pedestrian activity to the park. This work could include additional pavers, relocating or reconfiguring the existing palm trees along the park edge, adding layered landscaping and seating, or potentially some garden architecture to help enclose the street wall. We will look to add more colors to this corridor with our material choices and coordinate the blues, greens and teals of the Mirrored River Mosaic on the SouthBank Riverwalk and as featured in the Downtown Design Guidebook with the existing red brick stamped concrete accents at the Jessie Ball DuPont Park drop off loop. Elements of Riverplace Blvd will be brought in to tie the two projects together but this project should have its own distinct sense of place. In order to create a versatile corridor which can serve as both a roadway and a festival street which can be shut down to through traffic and allow for gathering of people and events we will coordinate removable bollards at the north and south ends of the corridor with the City during our final design process. We will host a Public Workshop to gather neighborhood feedback and coordinate with local stakeholders including the Southern Grill to connect the improvements to their existing outdoor seating areas.

**Wayfinding & Signage.** GAI has a dedicated wayfinding, graphics, and signage group and can create site specific signage similar to our gateway sign on the Riverplace Blvd Project. We will coordinate the removal and reinstallation of the existing green and blue Jacksonville River Walk sign as part of our final design efforts.

**Landscape.** Our design will augment the existing trees by adding shade trees wherever they can fit while relocating palms and smaller trees either to other areas of the project or into the Park as deemed appropriate by COJ Staff and public engagement. We will work to preserve all existing live oaks in place. For the shade tree planters along the streetscape, we will utilize structural soils and/or tree cells with root barriers to maximize the success and lifespan of both the trees and surrounding pavement. The landscape will be designed to add beauty and shade to the corridor while creating a walkable environment by also adding human scale to the streetscape.

**Drainage.** The existing closed drainage collection system ends at the JTA People Mover and drains to the north and outfalls to the St Johns River through a 72" storm pipe on the east side of The Peninsula Condo Building. The southern half of Flagler Ave south of the JTA People Mover drains to the north to existing inlets at the Mary Street Intersection. We will review the condition of the existing stormwater system and look to tie additional inlets and piping into it where necessary. The proposed roadway will likely be crowned due to the presence of existing underground water and gravity sanitary sewer utilities in the center of the roadway which would make an inverted typical section more costly. All inlet grates will be pedestrian friendly since this space will be used for festivals and street events.

**Utilities.** Due to our extensive experience working in this area, GAI already has a thorough understanding of the existing utilities within this corridor. GAI will coordinate with JEA early in the design process with regard to the possible replacement of their existing underground facilities along this corridor. This work can be completed as part of a joint project agreement. Matt Bolyard, PE would lead the JEA design efforts as he has done on more than 10 local projects ensuring a seamless coordination and design process. There is an existing JEA 12" Cast Iron WM, previously installed in 1982, running down the middle of the SB travel lane. There is also an existing 10" vitrified clay gravity sewer running down the middle of Flagler Ave draining to the north to the 24" gravity sewer trunk line on Riverplace Blvd. GAI recommends both of these JEA facilities either be replaced in kind or upgraded as part of this City project in anticipation of future redevelopment in the area. We will avoid to the extent possible the existing 13.2 kV buried electric located underneath the sidewalk on the west side and the existing TECO 4" steel gas main in the utility strip on the west side of the roadway. In order to improve the aesthetics of the corridor we will also coordinate with TECO gas to relocate the above ground non-return valve surrounded by bollards at the south end of the project to an area outside of the project limits and will shield the JEA BFP on the east side of the roadway near the Hampton Inn and AT&T / Comcast Utility Cabinets with proposed landscaping.

**Lighting.** The proposed lighting system can be connected to one of the existing buried electric vaults or at the existing transformer on the east side of Flagler underneath the JTA People Mover. The proposed pedestrian lighting will be designed based on the Downtown Design Guidebook and will include a minimum of 0.8 foot-candles of illumination but not exceed 2.0 foot-candles and have a maximum height of 15 feet and spaced 100' apart maximum. Another consideration for this corridor is the inclusion of overhead catenary lights to add to the festival experience. Lighting will need to be coordinated with JEA and will likely involve a maintenance agreement or memorandum of understanding on the part of the City for the non-standard light fixtures and poles.

**Event Facilities.** With the understanding this corridor will be shut down to through traffic, we will provide flush mount lockable event electric power receptacles and hose bibs for use during special events and festivals. We provided similar design details for the City on our recent Artist Walk Design Build Project underneath the Fuller Warren Bridge.

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Flagler Avenue Festival Street
Submitted to: Downtown Investment Authority
Date: September 22, 2025

To the Selection Committee:

**DCCM North America, LLC (DCCM)** is pleased to submit this Letter of Interest for the Flagler Avenue Festival Street project, transforming Flagler Avenue from Prudential Drive to the Southbank Riverwalk into a pedestrian-friendly shared street that can be temporarily closed for events and markets. Our team brings experience delivering people-first streetscapes in dense urban contexts and is aligned with the Downtown Investment Authority's vision and standards, including the Downtown Design Guidebook and Riverwalk Continuity Manual. With in-house civil engineering, landscape architecture, arborist, surveying, and permitting, supported as needed by pre-qualified subconsultants for specialty services such as utility locating, plumbing, and electrical, we are positioned to deliver efficient design, permitting, and post-design support. **Relevant SF330 Experience Categories:**

- H07 – Highways, Streets, Parking
- T03 – Traffic & Transportation Engineering
- L03 – Landscape Architecture
- L02 – Land Surveying
- E03 – Electrical Studies, Design
- U03 – Utilities
- S13 – Storm Water Handling/ Facilities
- W02 – Water Resources; Hydrology
- P06 – Planning (Site, Installation, Project)
- C16 – Construction Surveying

## ORGANIZATION CHART

**PRINCIPAL-IN-CHARGE**
ROB A. MATTHEWS III, PE

**PROJECT MANAGER**
ERIC LANEHART, PLA, ISA

**TRANSPORTATION LEAD**
JASON BLANKENSHIP, PE, PSM

**CIVIL ENGINEERING LEAD**
ALEX ACREE, PE

**SURVEYING LEAD**
JEREMY HEWITT, PSM

**STORMWATER ENGINEERING LEAD**
IVAN LAMOŠ, PE

**CONSTRUCTION INSPECTION LEAD**
MIKE SILVERSTEIN

**PLANNING LEAD**
CHRISTINA EVANS, AICP

**STRUCTURAL LEAD**
JAMES HORNSBY, PE

**SUE (SUB)**
DRMP
RYAN GRAB, CSTII

**MEP (SUB)**
SIMES & ROSCH ENGINEERING (JSEB)
DAVID W. SIMES, PE

## REPRESENTATIVE PROJECTS

### CENTRAL AVENUE STREETSCAPE

Prepared design and bid documents to transform East Central Ave in alignment with the Lake Wales Connected Plan. The design narrows lanes to add a protected cycle track buffered by landscaping and parking, along with wider sidewalks, on-street parking, enhanced crossings, a continuous shade canopy, and pedestrian-scale signage and lighting—connecting to Park Avenue/First Street bikeways and the Lake Wailes/Crystal Lake trail network. Services included topographic survey, design and construction documents, and construction phase services/certification. ***Challenges Identified:*** *Retrofitting drainage and ADA grades to add a protected cycle track and wider sidewalks within a built-out corridor while avoiding major utility relocations.*

### PARK AVENUE STREETSCAPE & MARKET PLAZA

Provided civil engineering design for Phase I of Lake Wales Connected, converting Park Avenue from a one-way, angled-parking corridor to a two-way street with parallel parking, wider sidewalks, brick pavers, shade planting, pervious pavers, and rain gardens, with integrated construction documents for Market Plaza informed by public input. ***Challenges Identified:*** *Reconfiguring circulation, parking, and LID stormwater within a constrained historic main street while maintaining ADA grades and uninterrupted business access.*

### WOODLAWN ROAD IMPROVEMENTS

Design, permitting, ROW acquisition, utility coordination, and construction documents to upgrade Woodlawn Road (SR 16 to White House Blvd) to Major Collector standards—widened lanes and paved shoulders; new sidewalks and a pedestrian bridge/walkway over wetlands; stormwater and utility upgrades; and context-sensitive landscape coordination near wetlands and stormwater facilities. A prior phase delivered 1.5 miles of widening near Lewis Speedway with horizontal/vertical realignment, added turn lanes, signing/marking, MOT, and stormwater management with multi-agency permitting. ***Challenges Identified:*** *Maintaining traffic and access while threading pedestrian facilities and drainage through tight ROW and sensitive wetlands/utility corridors.*

### PK AVE STORMWATER & ROADWAY IMPROVEMENTS

Watershed planning and conceptual design for 3,500 LF of PK Avenue—road diet (four to two lanes) with LID features including bioretention swales, pervious on-street parking

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with subsurface storage, a 1-acre retention pond, and a new pedestrian trail/lighting. Scope included H&H and pollutant-load modeling (GIS/ICPR v4), a 12" water force main, CSX ROW permitting, and land acquisition support. ***Challenges Identified:*** *Fixing chronic flooding and improving water quality across a 261-acre urban basin while reducing lanes and working within CSX right-of-way constraints.*

## FIRM CAPACITY & AVAILABILITY

DCCM will lead this project from our Jacksonville office. Our North Florida team consists of ~40 full-time staff, including in-house civil, landscape, arborist, survey, permitting, and construction experts. An additional 40 Central Florida staff are available to support as needed. The project manager and team are ready to begin immediately. Of the four active projects Eric Lanehart, PLA, ISA leads—one at 95% and three at 75%—all are in late stages, allowing a day-one start with key personnel. Current staff utilization is maintained at 80%, ensuring flexibility to take on new assignments without compromising quality or responsiveness. We use Deltek Vantagepoint to actively monitor workloads, forecast needs, and allocate resources based on expertise and continuity. Our team has the bandwidth, qualified staff, and relevant experience to deliver the Flagler Avenue Festival Street to the City's standards and schedule.

## TECHNICAL APPROACH & INNOVATIONS

We will transform Flagler Avenue—from Prudential Drive to the Southbank Riverwalk—into a pedestrian-first, shared-use corridor that can be temporarily converted into a festival street supporting vendors and events.

Our design approach reflects the character of the site by carefully integrating existing landmarks such as Treaty Oak, The Southern Grill, the Riverwalk, and access to the Skyway. Outdoor gathering areas are positioned near the two parking garages and the overhead Skyway structure to maximize shade, reduce noise, and foster natural connections to downtown amenities. These features create a strong sense of place while ensuring that the Festival Street functions as both a daily route and a flexible space for events.

Civil and transportation improvements will strengthen this integration by transforming Flagler Avenue into a pedestrian-first environment that remains functional for everyone. Travel lanes will be narrowed, with parallel parking, brick pavers, and raised crossings added to calm traffic and ensure ADA-compliant access to nearby businesses. Improved sidewalks and a protected cycle track will connect smoothly to transit, the Riverwalk, and surrounding bikeways, while designated drop-off and loading zones will keep business operations smooth during festivals and temporary closures. These roadway upgrades, along with stormwater-friendly pavement sections and utility coordination, will create a context-sensitive corridor that balances mobility, safety, and resilience, in line with the Downtown Design Guidebook and Riverwalk Continuity Manual. Surveying (control, topographic, and right-of-way) will verify existing conditions, set baselines and grades, and support permitting and construction staking.

The landscape architectural and arborist team will collaborate with all disciplines to deliver safe, comfortable, and visually coherent pedestrian spaces that honor the area's character. New vegetated bump-outs will combine canopy and understory trees, palms, shrubs, and groundcovers, emphasizing shade at key gathering points and reinforcing wayfinding and points of interest. Planting will prioritize native, urban-hardy, drought-tolerant species to improve resilience and reduce maintenance.

An arborist-led tree condition assessment will document existing trees and prioritize preservation and incorporation of viable specimens into new bump-outs wherever feasible. Irrigation will be cost-efficient and low-volume, with detailed watering schedules tuned to an urban microclimate to ensure long-term establishment. Early coordination with the lighting designer will prevent conflicts between luminaires and tree canopies—particularly for street trees and palms—maintaining both comfort and required light levels.

DRMP will conduct comprehensive utility research and apply advanced locating technologies to precisely map subsurface conditions. This SUE effort protects existing infrastructure and de-risks new connections required for vendor utility pedestals and festival operations. Findings will directly inform civil, electrical, and plumbing design to minimize conflicts and change orders during construction.

Simes & Rosch *(a JSEB-certified firm)* will provide sustainable, cost-effective mechanical and electrical solutions sized for both day-to-day corridor use and event-mode loads. Scope includes secure, lockable vendor power and water connections in accordance with project requirements, coordinated with SUE and civil to confirm capacity and distribution. Pedestrian lighting will meet safety and uniformity targets, coordinated with landscape to preserve canopy health and mitigate glare, with controls adaptable to event schedules.

We will integrate all scopes to produce a cohesive, context-appropriate street that scales seamlessly from daily use to festival operations. The result is a flexible public realm that supports local businesses, celebrates Southbank landmarks, and safely hosts events and entertainment.

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A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Public Works Department
214 N Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

January 16, 2026

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E.
Director, Public Works Department
Colin Tarbert
Chief Executive Officer, Downtown Investment Authority

FROM: Scott Carter, P.E.
Chief, Engineering and Construction Management

SUBJECT: Selection Memorandum for RFI 04-25 Flagler Avenue Festival Street

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The Department of Public Works has issued a Request for Interest (RFI) for design services for Flagler Avenue Festival Street under the Downtown Investment Authority's Professional Design Service Contracts for As-Needed Projects.

The three shortlisted firms' Letters of Interest were evaluated by three graders and are ranked as follows:

1. GAI Consultants Inc
2. Matthews Design Group
3. DRMP,INC.

We intend to enter scope and fee negotiations with the number one ranked firm.

SC/jm

CC: Ben Koeppen, Project Manager, Public Works Department
Guy Parola, Director of Operations, Downtown Investment Authority

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gai consultants

Jacksonville Office
12574 Flagler Center Blvd
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

January 9, 2026

Approved 1/16
Ben Koeppen

Ben Koeppen
Project Manager
City of Jacksonville Department of Public Works
Engineering and Construction Management Division
214 N. Hogan Street
Jacksonville, FL 32202

**Subject: Flagler Avenue Streetscape and Festival Street Improvements RFI 04-25**

Dear Mr. Koeppen,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Fee Proposal to provide final design, engineering, permitting and bidding assistance for the Flagler Avenue Streetscape and Festival Street. Included for your review are:

+ Scope of Services

+ Fee Proposal

## Scope of Services

The Flagler Avenue Streetscape and Festival Street Improvements is being completed as part of the Continuing Services Contract Design for as Needed Projects by the City of Jacksonville's Downtown Investment Authority (DIA). The following Scope of Services is based on GAI Consultants Inc's project understanding as well as a coordination meeting conducted on November 6th.

The proposed improvements will be completed along Flagler Avenue from Riverplace Blvd to the northern right-of-way line of Prudential Drive. The reconstruction of the recently completed Riverplace Blvd Complete Streets project area will be limited to the extent feasible. The improvements will be designed to be completed within the existing 60' City of Jacksonville right of way along Flagler Avenue.

The Design will follow the Downtown Design Guidebook. The approach to the Southbank Riverwalk will match the Riverwalk Continuity Manual. The design intent of the project is to reconstruct the entire right of way with concrete pavers in a flush condition with no curb and gutter as well as decorative concrete, landscaping and irrigation. The profile of the roadway will be maintained to the extent feasible with minimal longitudinal changes expected as part of the proposed improvements. The design will be a pedestrian friendly shared use corridor created by reducing the travel lane widths in both directions, adding vegetated bump outs, and bicycle facilities The majority of the construction cost will be spent on surface improvements with the existing stormwater system to remain and supplementary inlets and piping added as necessary. The corridor will include wider sidewalks for pedestrians, new lighting, shade trees, and street furniture. The design will allow the area to be easily closed to vehicular traffic and converted to a Festival type Street to accommodate vendor space. This will include removal bollards at the ends of the project limits to be installed by the City or similar type of design features. This will allow the area to be used for events and entertainment, including markets that attract large crowds. Vendor spaces will include electric and water service lines which can be secured when not in use. The location of these connections, whether above or below ground, manufacturers, etc. will all be coordinated with the City during the final design process. It is the initial intent to save some of the larger existing oak trees within project limits and accentuate them as features in the project design. The utility coordination will be completed, and existing natural gas and telecommunications facilities will be coordinated to be relocated outside of the project limits or shielded with proposed landscaping as part of the project design. The Public Involvement portion of this project will

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consist of two Powerpoint presentations to be created by GAI and presented to the Downtown Development Review Board (DDRB) of the design progress with proposed renderings.

Exclusions and Assumptions:

- No post design or construction administration services are included as a part of this scope and fee proposal. These can be negotiated as the design nears completion, and the project is advertised for construction. This scope and fee can be added to the contract as a supplement.

- No JEA water and sewer design is included as part of this scope and fee proposal. Any conflicts will be shown as Case A or B crossings only. If significant water and sewer relocations or abandonment and installation of upgraded facilities are desired by JEA due to the reconstruction of the City right of way the design of these facilities can be completed by GAI as part of a separate scope and fee proposal as a Joint Project Agreement.

- The project design will be completed such that the project remains exempt from ERP Stomrwater Permitting through SJRWMD.

- No Cultural Resources, Environmental, Listed Species or Contamination Investigations or Reports are included as part of this scope and fee proposal.

- No right of way acquisition is expected as part of the design of this project. No sketches and legal descriptions for right of way or easements are included as part of this proposal. If these services are required as part of the final design, GAI can provide them as part of a supplemental scope and fee proposal.

- The lighting design for street lights and electrical wiring for the festival outlets are included in the design and will be shown in the construction plans. The design will only consist of locations for each item, conduit, wiring and pullboxes. The connection points are assumed to be underneath the JTA skyway in the middle portion of the project on the east side of the right of way. No electrical calculations, transformers or load centers are expected or included as part of this proposal.

- No electrical distribution design is included as part of this proposal. Any overhead or underground electrical relocations required as part of these proposed improvements shall be coordinated with the JEA but will be the responsibility of the JEA to design and construct.

**Fee Proposal**

**Final Design and Permitting (GAI) (Lump Sum).....$382,434.28**

**Topographic Survey (GAI) (Limiting Amount).....$39,822.48**

**Geotechnical (Meskel) (Limiting Amount).....$11,223.54**

**Soft Dig Locates SUE (ETM) (Limiting Amount).....$14,734.50**

**Total Fee $448,214.80**

Note: The final design and permitting fee noted above is lump sum. The survey shall be completed and invoiced hourly based on the amount of work required to complete the field and office work based on the limits of work. The geotechnical investigation will be limiting amount and invoicing and payment will be based on the amount of

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borings completed. The soft dig (vvh) locates will be limiting amount and invoicing will be based on the actual amount of locates completed.

Thank you for the opportunity to submit this proposal. I trust that this proposal meets with your expectations. If you have any questions, please feel free to contact me at (904) 559-8086 or on my cell at (904) 652-5533.

Sincerely,

Matthew Bolyard, PE
Project Manager

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# Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 8, 2025

Kevin Leadbetter, President
G-A-I CONSULTANTS, INC.
618 East South Street, Suite 700
Orlando, Florida 32801

Dear Mr. Leadbetter:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

| | |
|---|---|
| 2.0 | Project Development and Environmental (PD&E) Studies |
| 3.1 | Minor Highway Design |
| 3.2 | Major Highway Design |
| 3.3 | Controlled Access Highway Design |
| 4.1.1 | Miscellaneous Structures |
| 4.1.2 | Minor Bridge Design |
| 4.2.1 | Major Bridge Design - Concrete |
| 4.2.2 | Major Bridge Design - Steel |
| 5.1 | Conventional Bridge Inspection |
| 5.4 | Bridge Load Rating |
| 6.1 | Traffic Engineering Studies |
| 6.2 | Traffic Signal Timing |
| 6.3.1 | Intelligent Transportation Systems Analysis and Design |
| 6.3.2 | Intelligent Transportation Systems Implementation |
| 7.1 | Signing, Pavement Marking and Channelization |
| 7.2 | Lighting |
| 7.3 | Signalization |
| 8.1 | Control Surveying |
| 8.2 | Design, Right of Way & Construction Surveying |
| 8.4 | Right of Way Mapping |
| 10.1 | Roadway Construction Engineering Inspection |
| 10.3 | Construction Materials Inspection |
| 10.4 | Minor Bridge & Miscellaneous Structures CEI |
| 10.5.1 | Major Bridge CEI - Concrete |
| 10.5.2 | Major Bridge CEI - Steel |

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11.0 Engineering Contract Administration and Management

13.4 Systems Planning
13.6 Land Planning/Engineering

15.0 Landscape Architect

21.0 Acquisition, Negotiation, Closing, and Order of Taking

24.0 Acquisition Relocation Assistance

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

| Home Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|
| 175.85% | 136.25% | 3.989% | Reimbursed | 4.47% | 18.09%* |

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

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

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

Sincerely,

Carliayn Kell
Professional Services Qualification Administrator

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**Exhibit A - Page 1 of 1**
**CONTRACT FEE SUMMARY FOR**
**Flagler Avenue Festival Street Streetscape Final Design Services**

| PART I - GENERAL | |
|---|---|
| **1.** Flagler Avenue Festival Street Streetscape Final Design Services | **2. Project Number** RFI 04-25 |
| **3. Name of Consultant** GAI Consultants, Inc. | **4. Date of Proposal** 1/9/2026 |

**PART II - LABOR RELATED COSTS**

| **5. DIRECT LABOR** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager 3 | $ 112.67 | 69 | 7,774.23 | |
| Chief Engineer 1 | $ 104.19 | 90 | 9,377.10 | |
| Chief Landscape Architect | $ 97.24 | 118 | 11,474.32 | |
| Project Manager 2 | $ 87.79 | 198 | 17,382.42 | |
| Chief Planner | $ 82.50 | 72 | 5,940.00 | |
| Senior Landscape Architect | $ 67.18 | 115 | 7,725.70 | |
| Engineer 2 | $ 66.50 | 136 | 9,044.00 | |
| Senior Planner | $ 63.76 | 64 | 4,080.64 | |
| Chief Designer | $ 61.21 | 124 | 7,590.04 | |
| Engineer 1 | $ 55.60 | 100 | 5,560.00 | |
| Senior Designer | $ 54.00 | 192 | 10,368.00 | |
| Engineering Intern | $ 42.20 | 286 | 12,069.20 | |
| Landscape Architect | $ 37.28 | 202 | 7,530.56 | |
| Project Planner | $ 36.94 | 60 | 2,216.40 | |
| Landscape Designer | $ 34.86 | 204 | 7,111.44 | |
| | | | **TOTAL DIRECT LABOR** | **$ 125,244.05** |
| **6. OVERHEAD (Combined Fringe Benefits & Administrative)** Overhead Rate 175.85% | | | | $ 220,241.66 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 345,485.71** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ 34,548.57 |
| | | | **SUB-TOTAL SALARY RELATED COSTS** | **$ 380,034.28** |

**PART III - OTHER COSTS**

| | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS (Lump Sum)** | |
| Misc. Direct Expenses (Lump Sum) | $ 2,400.00 |
| **MISCELLANEOUS DIRECT COSTS SUB-TOTAL** | **$ 2,400.00** |
| **10. SUBCONTRACTS** | |
| Meskel (Geotechnical) | $ 11,223.54 |
| England Thims and Miller (SUE) | $ 14,734.50 |
| Survey (GAI) | $ 39,822.48 |
| **SUB-CONTRACT SUB-TOTAL** | **$ 65,780.52** |

**PART IV - SUMMARY**

| | |
|---|---|
| **TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)** | **$ 448,214.80** |

Approved 1/16
Ben Koeppen

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**Exhibit A - Page 1 of 1**
**CONTRACT FEE SUMMARY FOR**
**Flagler Avenue Festival Street Streetscape Survey**

| PART I - GENERAL | |
|---|---|
| **1.** Flagler Avenue Festival Street Streetscape Survey | **2. Project Number** |
| **3. Name of Consultant**<br>GAI Consultants, Inc. | **4. Date of Proposal**<br>1/9/2026 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. DIRECT LABOR** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Survey CADD Technician | $ 43.88 | 44 | 1,930.72 | |
| Survey Manager (PSM) | $ 84.80 | 30 | 2,544.00 | |
| Three Man Survey Crew | $ 117.91 | 70 | 8,253.70 | |
| | | | **TOTAL DIRECT LABOR** | **$ 12,728.42** |
| **6. OVERHEAD (Combined Fringe Benefits & Administrative)**<br>Overhead Rate 175.85% | | | | $ 22,382.93 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 35,111.35** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ 3,511.13 |
| | | | **SUB-TOTAL SALARY RELATED COSTS** | **$ 38,622.48** |

| PART III - OTHER COSTS | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS (Lump Sum)**<br>Misc. Direct Expenses (Lump Sum) | $ 1,200.00 |
| **MISCELLANEOUS DIRECT COSTS SUB-TOTAL** | **$ 1,200.00** |
| **10. SUBCONTRACTS** | $ - |
| **SUB-CONTRACT SUB-TOTAL** | **$ -** |

| PART IV - SUMMARY | |
|---|---|
| **TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)** | **$ 39,822.48** |

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Flagler Avenue Festival Street Streetscape Final Design Services

1/9/2026

| | Project Manager 3 | Chief Engineer 1 | Chief Landscape Architect | Project Manager 2 | Chief Planner | Senior Landscape Architect | Engineer 2 | Senior Planner | Chief Designer | Engineer 1 | Senior Designer | Engineer Intern | Landscape Architect | Project Planner | Landscape Designer | **Total By Task** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 1: Final Design Base Poject Area | | | | | | | | | | | | | | | | |
| Project Kickoff and Coordination Meetings | 16 | 20 | 16 | 24 | 6 | 8 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **102** |
| Data Collection | 0 | 0 | 0 | 4 | 4 | 8 | 8 | 8 | 4 | 4 | 8 | 16 | 8 | 6 | 12 | **90** |
| Comment Responses and QA / QC | 16 | 16 | 12 | 24 | 6 | 8 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **98** |
| DDRB Meetings (2) | 16 | 16 | 12 | 16 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 32 | 24 | 0 | 16 | **148** |
| 15% Profile and Plan View | 2 | 2 | 4 | 8 | 6 | 12 | 8 | 4 | 4 | 8 | 16 | 32 | 22 | 6 | 16 | **150** |
| 30% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 12 | 4 | 16 | 12 | 36 | 38 | 26 | 6 | 28 | **226** |
| Drainage Design - Collection System | 2 | 4 | 8 | 12 | 0 | 0 | 32 | 0 | 8 | 12 | 0 | 0 | 0 | 0 | 0 | **78** |
| Utility Coordination | 0 | 4 | 8 | 12 | 6 | 0 | 4 | 4 | 12 | 12 | 0 | 0 | 0 | 0 | 8 | **70** |
| 60% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 10 | 4 | 16 | 12 | 36 | 38 | 26 | 6 | 28 | **224** |
| 90% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 10 | 4 | 14 | 12 | 36 | 38 | 26 | 6 | 28 | **222** |
| Project Specifications Package | 2 | 4 | 8 | 10 | 6 | 0 | 8 | 8 | 8 | 0 | 0 | 24 | 8 | 0 | 8 | **94** |
| 100% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 12 | 10 | 4 | 14 | 12 | 36 | 30 | 26 | 6 | 28 | **211** |
| Bidding and Award Services | 2 | 2 | 8 | 8 | 4 | 2 | 4 | 8 | 4 | 4 | 0 | 20 | 12 | 6 | 8 | **92** |
| SJRWMD Permit Exemption | 2 | 2 | 8 | 8 | 6 | 0 | 8 | 0 | 16 | 4 | 8 | 0 | 4 | 6 | 8 | **80** |
| Irrigation Design | 1 | 2 | 8 | 4 | 2 | 0 | 2 | 2 | 0 | 0 | 0 | 2 | 12 | 6 | 8 | **49** |
| COJ 10 Set Permitting | 2 | 2 | 2 | 8 | 2 | 4 | 4 | 2 | 8 | 8 | 16 | 16 | 8 | 6 | 8 | **96** |
| Subtotal Task 1 Hours By Position | 69 | 90 | 118 | 198 | 72 | 115 | 136 | 64 | 124 | 100 | 192 | 286 | 202 | 60 | 204 | **2030** |

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Meskel & Associates Engineering
Geotechnical Engineering | Materials Testing | CEI Services
Environmental Consulting | Private Provider Services

January 8, 2026 - Revised

Matthew Bolyard, P.E.
GAI Consultants
12574 Flagler Center Boulevard, Suite 202
Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services
COJ Flagler Avenue / Festival Street RFI 04-25
Jacksonville, Florida
MAE Proposal No. 250737

Dear Mr. Bolyard:

**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

To provide this proposal, we were provided with a copy of a site sketch showing the proposed area of improvements along Flagler Avenue on the east side (40-foot width) of Treaty Oak Park, and from communication with you, we understand the scope required for Flagler Avenue will include additional borings along the Flagler Avenue right-of-way from Riverplace Boulevard to Prudential Drive.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, we understand the following field services are requested:

| Test Location | Test No. & Type | Test Depth ft below ground surface |
|---|---|---|
| Flagler Avenue - Treaty Park | 4 Auger | 6 |
| Flagler Avenue Shoulder | 4 Auger | 6 |
| Flagler Avenue Drive Lanes | 4 Auger* | 6 |

*Hand auger with Pavement Core

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. We can also subcontract with a private utility locating company to locate any utilities not registered with SSOC, if necessary.

Once the borings are complete, the auger borings with pavement cores will be backfilled with a bentonite-cement grout, and remaining auger borings will be backfilled with a bentonite-cement grout, hole plug or soil cuttings. We will take reasonable precautions to mitigate damage to property and will reasonably restore the site to conditions similar to that existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer.

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Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

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

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer and pavement layers, where applicable,
- A tabulation of the measured asphalt concrete and base course thicknesses and visual classification of the base course material,
- Photographs of the pavement cores collected,
- An estimate of the normal Seasonal High Groundwater Level at the boring locations,

  A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for new pavement construction,
- Recommendations for construction earthwork and testing required during site preparation and earthwork.

Based on the scope of the services outlined above, we propose to complete our work for an estimated fee of **$11,223.54**. Attached is our fee estimate for this project. Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $100 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within 2 weeks once the utilities have been marked and located. We anticipate that the field work will take 1 to 2 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of the field and laboratory testing.

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

Sincerely,
**MESKEL & ASSOCIATES ENGINEERING, PLLC**

Taylor Foster
Staff Engineer

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Matthew Bolyard, P.E. – GAI Consultants One (1) e-mail copy

Attachments: City of Jacksonville Fee Summary Sheet
Proposal Authorization Sheet
Proposal Document General Conditions

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

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>COJ Flagler Avenue / Festival Street RFI 04-25 | **2. Proposal No./Contract No.**<br>250737 / 16069-25 |
| **3. Name of Consultant**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>January 8, 2026 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $ 75.32 | 0 | $ 0.00 | |
| Senior Project Engineer | $ 73.80 | 5 | $ 369.00 | |
| Project Engineer | $ 60.10 | 12 | $ 721.20 | |
| Engineer Intern | $ 34.13 | 4 | $ 136.52 | |
| Draftsperson/CAD Operator | $ 28.19 | 6 | $ 169.14 | |
| Sr. Field Technician | $ 34.00 | 2 | $ 68.00 | |
| Clerical | $ 26.95 | 3 | $ 80.85 | |
| **TOTAL DIRECT LABOR** | $48.27 | 32 | | $ 1,544.71 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 200 % x Total Direct Labor | | | $ 3,089.42 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 4,634.13 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 463.41 |

| PART III - OTHER COSTS | | | | |
|---|---|---|---|---|
| **9. Miscellaneous Direct Costs** | | | | |
| FDOT Code 418-Geo Drill Crew Support Vehicle | 1 | $330.00 | $ 330.00 | |
| FDOT Code 440-Geo Grout Boreholes, per LF | 72 | $9.00 | $ 648.00 | |
| FDOT Code 401-Geo Auger Borings, per LF | 72 | $15.50 | $ 1,116.00 | |
| **Laboratory Testing** | | | | |
| FDOT Code 812-Soils Materials Finer than 200 Sieve FM 1-T011 | 12 | $90.00 | $ 1,080.00 | |
| FDOT Code 817-Soils Moisture Content AASHTO T265 | 12 | $26.00 | $ 312.00 | |
| FDOT Code 819-Soils Organic Content Ignition FM 1 T-267 | 4 | $75.00 | $ 300.00 | |
| FDOT Code 826-Soils Plastic Limit & Plasticity Index AASHTO T90 | 2 | $80.00 | $ 160.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 4,126.00 |
| **10. SUBCONTRACTS (Lump Sum)** | | | | |
| ACME Barricades (MOT-Lane Closure) | | | $ 2,000.00 | |
| SUB-CONTRACT SUB-TOTAL | | | | $ 2,000.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | $ 11,223.54 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | | |
| | | | 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

| PART IV - SUMMARY | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 11,223.54** |

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**PROPOSAL AUTHORIZATION**
For Geotechnical Services
COJ Flagler Avenue / Festival Street RFI 04-25
Jacksonville, Florida
MAE Proposal No. 250737

**Billing Information:**

Company Name: _____

Attention: _____
Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

# PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. RIGHT OF ENTRY

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

3. INVOICES

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

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

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

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

4. SAFETY

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

5. STANDARD OF CARE

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

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

6. INSURANCE

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

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

maintain such coverage.

7. DISPUTES

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

8. DELAYS IN WORK

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

9. TERMINATION

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

10. ASSIGNS

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

11. OWNERSHIP OF DOCUMENTS

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

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

12. FAILURE TO FOLLOW RECOMMENDATIONS

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

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

15. HAZARDOUS MATERIALS

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

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

16. NON-HAZARDOUS SAMPLE DISPOSAL

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

17. AQUIFER CONTAMINATION

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

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

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

19. DEFINITIONS

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

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

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

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

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

20. NO PERSONAL LIABILITY

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

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

21. FORCE MAJEURE/COVID.

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

22. MISCELLANEOUS

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

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

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

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

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

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

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ETM ENGLAND-THIMS & MILLER

Revised January 7, 2026

GAI Consultants, Inc.
Matthew Bolyard
12574 Flagler Center Boulevard
Suite 202
Jacksonville, Florida 32258
United States
904.559.8086
m.bolyard@gaiconsultants.com

**RE: COJ Flagler Ave Festival St SUE Services**
**Project No: S0025.49400**

Dear Matthew Bolyard,

Pursuant to your request, ETM Surveying & Mapping, Inc.("ETM-SMI") is pleased to submit a fee proposal for Subsurface Utility Services for the proposed project COJ Flagler Ave Festival St SUE, located in Jacksonville, Florida. Our proposed scope of services and fee schedule are as follows:

**Task 1 - Subsurface Utility Services**
Provide subsurface utility engineering services for the project site described above. This scope of services includes designating utilities within the right of way of Flagler Ave and as depicted on attached graphic "Exhibit A". Through our initial design ticket through Sunshine#811, we have found approximately thirteen (13) utility owners within our project vicinity with approximately ten thousand seven hundred eighty (10,780) linear feet of utilities to be designated. This scope of services does not include designating gravity sewer or drainage. In addition, this scope includes up to ten (10) utility test holes as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. This scope of services does not include providing subsurface excavation within active roadways. If needed this will require additional services, including costs for Maintenance of Traffic and/or county permits. The underground utility test holes, and utility designation will be horizontally located, and elevations will not be provided. The surveyed locations will be incorporated into a cad file and finalized VVH Reports for use in engineering design.

**Task 1A - Utility Designator**
Provide field verification of existing utilities. Utility designating team will mark underground utilities by using EM locators and GPR. Once marked in the field, the team will review with existing documents provided by utility owners. (Crew Chief -36hrs, Inst. Tech - 36hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$6,998.84***

**Task 1B - (10) Test Holes (Soft Cover)****
(Crew Chief -29hrs, Inst. Tech - 28hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$5,540.17***

**Task 1C - Senior SUE Coordinator**
- 5hrs rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$723.03***

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**Task 1D - SUE Technician**
Technician to request utility information from appropriate utility owners. Review available information and provide quality control on designated utilities. Once reviewed, technician will create utility designation final maps for client delivery. (SUE Tech. - 20hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$1,472.46***

**TASK SUMMARY**

| Task – Description | | Hourly Fee | Lump Sum Fee |
|---|---|---|---|
| *1* | Subsurface Utility Services | | |
| *1A* | Utility Designator<br>(Crew Chief -36hrs, Inst. Tech - 36hrs) | | $6,998.84 |
| *1B* | (10) Test Holes (Soft Cover)**<br>(Crew Chief -29hrs, Inst. Tech - 28hrs) | | $5,540.17 |
| *1C* | Senior SUE Coordinator - 5hrs | | $723.03 |
| *1D* | SUE Technician - 20hrs | | $1,472.46 |
| | **SUBTOTAL** | | $14,734.50 |
| | **TOTAL FEE SUMMARY** | $14,734.50 | |

**Estimated budget is based on available utility as-builts at time of work. Any discrepancies between existing utilities and as-builts may require additional fees.**

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of $400 will be charged if the minimum of four (4) test holes are not authorized.**

****ETM-SMI will utilize its expertise and equipment to identify areas containing subsurface utility infrastructure. However, results may vary depending on several factors including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material and unknown obstructions that may attenuate equipment signals. NO guarantee is provided to the client, or third-party entities, that these services will detect all subsurface utility infrastructure.**

**Notice: GPR and PCL Scanning is a highly effective method for detecting potential existing utility infrastructure. However, this service does not absolve the client, their subcontractors, or Utility Owners from their obligations and responsibilities under F.S. 556.**

**ETM-SMI shall not be liable to the client, or third-party associated with this agreement, for any damages resulting from excavation activities by the others.**

**EXPENSES**

Costs such as printing, delivery service, mileage, and travel shall be invoiced at direct costs plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

**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.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Boundary Survey
- Construction Layout
- County Plat Review
- Document Processing for Recordation
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Plat Preparation
- Plat Processing for Recordation

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- Protected Tree Survey
- Route Survey
- Sketch and Legal Description
- Staking
- Topographic Survey
- Tree Survey

Terms, fees, and conditions are valid for 45 days from the date of this proposal. Please indicate your agreement with this proposal by signing in the space provided below and return one copy to our office or by email.

If you should have any questions or require additional information, please contact David Ashley at 904.376.6298 or by email at AshleyD@etmsurvey.com. Thank you for this opportunity to be of service.

Sincerely,

**ETM Surveying & Mapping, Inc.(ETM-SMI)**

**ETM Surveying & Mapping, Inc.(ETM-SMI)**

**By:**

*(Signature)*

**Name:** Barry Scott

*(Printed Name)*

**Title:** Vice President / Shareholder

**GAI Consultants, Inc.**

**Billing Contact:**

**Billing Email:**

**Billing Address:**

**Billing Phone #:**

**Date:**

**By:**

*(Signature)*

**Name:**

*(Printed Name)*

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07



**Title:**

**Attachments:**
A) General Conditions
B) Exhibit A

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07



# ATTACHMENT A

**GENERAL CONDITIONS**

**I. CONTRACT TIME** - The Contract Date is the date this Agreement is fully executed by both parties. ETM Surveying & Mapping, Inc. ("ETM-SMI") hourly rates will be adjusted on January 1 of each year.

**II. PAYMENT TERMS, TERMINATION AND SUSPENSION** – ETM-SMI shall issue Client monthly invoices. For Lump Sum work, the invoice shall reflect the percentage complete for each contract task item. For hourly services, the invoice shall reflect the hours worked multiplied by the standard hourly billing rates, as shown in Attachment A and incorporated herein by reference.

a. Timing of Payment and Finance Charges - Payment is due upon Client's receipt of ETM-SMI's invoice ("Invoice Date"). If payment is not received by ETM within thirty (30) days of the Invoice Date, Client agrees to pay ETM-SMI a Finance Charge of one and one-half percent (1.5%) per month on the amount past due. If one and one-half (1.5%) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty (30) days from the Invoice Date, ETM-SMI reserves the right to suspend all work on the Project until all payments due are received, including the Finance Charge.

b. Failure to Pay - If Client fails to make payments to ETM-SMI within sixty (60) days of the Invoice Date, which are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for Termination by ETM-SMI or, at ETM's option, cause for suspension of performance of Services under this Agreement. If ETM-SMI elects to suspend Services, ETM-SMI shall give ten (10) days' written notice to Client before suspending Services. Unless payments of all undisputed overdue amounts are received by ETM within the following ten (10) days after notice is received, such suspension shall take effect on the tenth (10th) day thereafter. In the event of a suspension of Services, ETM shall have no liability to Client for delay or damage caused by the Client because of such suspension of Services. Before resuming Services, the Client shall pay ETM all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of ETM-SMI's Services.

c. Retainage - If ETM-SMI requires a Retainer Fee, the Retainer Fee will be returned to the Client thirty (30) days after receipt of payment in full by ETM-SMI on all invoices. Should the Client default on payment or if there is an outstanding balance on the Client's account, after the final invoice has been paid, the Retainer Fee will be used to pay the remaining invoice balance and any Finance Charge. Any remaining balance of the Retainer Fee will be returned to the Client once all of ETM-SMI's expenses have been paid in full.

d. Termination for Convenience - Client may terminate this Agreement for Convenience and without cause upon not less than thirty (30) days written notice. If Client Terminates this Agreement for Convenience, Client shall pay ETM-SMI for all Services performed prior to Termination and Reimbursable Expenses incurred but such compensation shall not include lost profits.

e. Termination for Cause - Client may terminate this Agreement for Cause within ten (10) days after the later of the following: (i) the event giving rise to the default, or (ii) the date on which Client became aware of the event giving rise to the default. Client must provide written notice stating the basis for the default. If ETM-SMI cures the default within ten (10) days after receipt of notice of the default from Client, then Client shall not be entitled to terminate this Agreement for Cause as a result of such default.

f. Suspension –If Client suspends the Project for more than thirty (30) consecutive days, ETM-SMI shall be compensated for Services performed prior to Notice of such suspension. When the Project is resumed, ETM-SMI shall be compensated for all reasonable expenses incurred in the interruption and resumption of ETM-SMI's Services. If client suspends the Project for more than ninety (90) consecutive days for convenience, ETM-SMI may terminate this Agreement by providing ten (10) days' written notice. If Client suspends the Project for more than one hundred and eighty (180) consecutive days, ETM-SMI reserves the right to adjust its fees for the remaining Services.

**III. CHANGES TO THE WORK** - Any change to the Work under the Agreement shall be in writing and executed by both parties.

**IV. SALES TAX** - Client shall pay any applicable state sales tax in the manner and in the amount as required by law.

**V. 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-SMI 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-SMI harmless from any losses or liabilities resulting from such permitting or regulatory action.

**VI. STANDARD OF CARE AND WARRANTY** - ETM-SMI shall perform its Work in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located ("Standard of Care").

ETM-SMI 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 Standard of Care defined above.

No other warranty, expressed or implied, is made or intended.

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**VII. 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-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. 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-SMI 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-SMI. The Client shall indemnify and defend ETM-SMI from all claims, damages, and expenses, including attorneys' fees and costs for any unauthorized use of ETM-SMI's documents.

**VIII. SAFETY** – To the extent ETM-SMI provides periodic observations or monitoring services on the Project under this Agreement, Client agrees 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 will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM-SMI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**IX. CONTRACT ADMINISTRATION** - Client agrees ETM-SMI will not be expected to make exhaustive or continuous on-site inspections but that periodic observations as appropriate to the construction stage shall be performed.

Under no circumstances shall ETM-SMI assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. Client understands that field services provided by ETM-SMI will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "review" are used to mean periodic observation of the work by ETM-SMI to verify substantial compliance with the plans, specifications, and design concepts reviewed.

To the extent "Continuous Inspections" are required by ETM-SMI under this Agreement, that does not mean that ETM-SMI is observing placement of all materials or ensuring compliance with all building codes or industry standards.

To the extent "Full-time Inspections" are required by ETM-SMI under this Agreement, an employee of ETM-SMI 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.**

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

**XI. INSURANCE** – ETM-SMI maintains the following Insurance in conformance with applicable state law:

a. Workers' Compensation Insurance with the following limits: $1MM
b. Comprehensive General Liability Insurance with the following limits: $2MM
c. Automobile Liability Insurance with the following limits: $1MM
d. Professional Liability Insurance with the following limits: $10MM/$15MM
e. Umbrella Insurance with the following limits: $20MM

A certificate of insurance can be supplied to Client evidencing such coverage upon request.

If additional coverage or increased limits of liability are required, ETM-SMI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**XII. 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-SMI.

**XIII. GOVERNING LAW, VENUE AND JURISDICTION** - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any conflicts of law principles. Venue for legal proceedings shall lie in the 4th Judicial Circuit in and for Jacksonville, Duval County, Florida. or the US District Court for the Northern District of Florida, Jacksonville, without regard to any forum *non conveniens* principles and the parties' consent to the personal jurisdiction of the Florida state courts.

**XIV. INDEMNIFICATION** - In addition to, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, from and against any damages, liabilities or costs, including reasonable attorneys' fees, arising out of or in any way connected with this

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Agreement caused or alleged to have been caused by Client and its officers, directors, partners, employees, agents, contractors and subcontractors.

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

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

**XVI. CERTIFICATE OF MERIT AND NOTICE AND OPPORTUNITY TO CURE** – Client shall make no claim (whether directly or in the form of a third-party claim) against ETM-SMI unless Client has first provided ETM-SMI with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every error or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a condition precedent to the initiation of any judicial proceeding by Client and shall be provided to ETM-SMI within ninety (90) days prior to the initiation of such judicial proceedings to allow ETM-SMI to inspect and cure the alleged errors or omissions.

[FOR FLORIDA PROJECTS ONLY] ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**XVII. LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, 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: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of $50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM-SMI agrees to increase the limits up to $500,000.00 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

**XVIII. DISPUTE RESOLUTION** – Any claim, dispute or matter in question arising out of or relating to this Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution. The cost of a third-party mediator will be shared equally by the parties.

If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigated in a court of competent jurisdiction. In the event of litigation, each party shall bear its own attorneys' fees and costs.

**XIX. INTEGRATION** - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI 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 forty-five (45) days from the date of the attached proposal.

**XX. 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.

**XXI. ASSIGNABILITY** - Client and ETM-SMI, respectively bind themselves, their agents, successors and assigns to this Agreement. Neither Client nor ETM-SMI shall assign this Agreement without the prior written consent of the other party.

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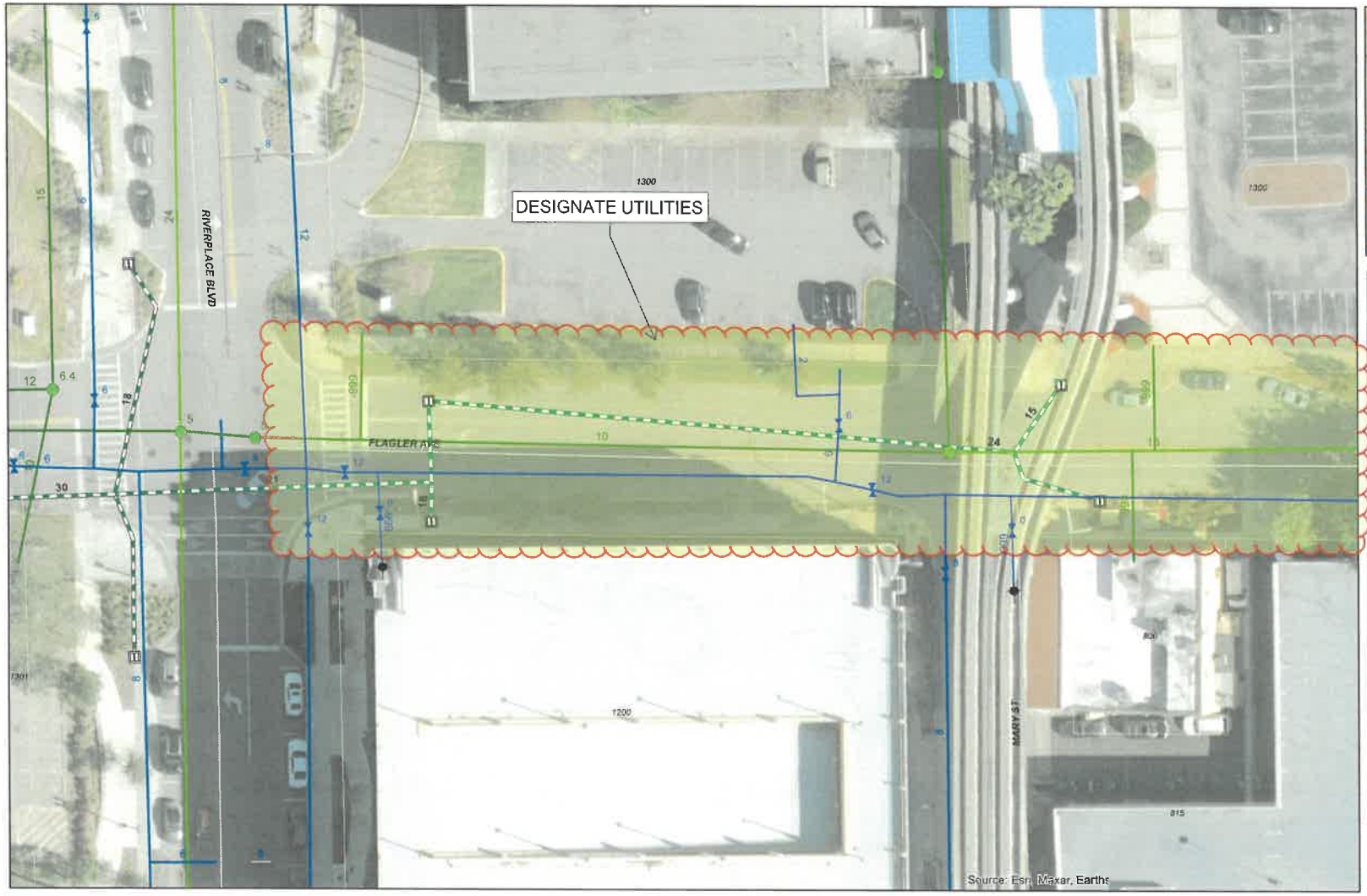

# EXHIBIT A

| Service Area | Utility Type(s) |
|---|---|
| A T & T/ DISTRIBUTION | TELEPHONE |
| ADVANCED CABLE COMMUNICATIONS DBA BLUE STREAM | CATV |
| AT T | COMMUNICATION LINES, FIBER |
| COMCAST CABLE COMMUNICATIONS | CATV |
| CROWN CASTLE NG | FIBER |
| HARGRAY OF FLORIDA DBA CLEARWAVE FIBER | FIBER, TELEPHONE |
| JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC | ELECTRIC |
| JACKSONVILLE ELECTRIC AUTHORITY FIBER | FIBER |
| JACKSONVILLE ELECTRIC AUTHORITY SEWER | SEWER |
| JACKSONVILLE ELECTRIC AUTHORITY WATER | WATER |
| LUMEN | FIBER |
| MCI | COMMUNICATION LINES, FIBER |
| SOUTHERN TELECOM INC | CONDUIT, FIBER |
| TECO PEOPLES GAS JACKSONVILLE | GAS |
| UNITI FIBER LLC | FIBER |
| [illegible] | [illegible] |
| WINDSTREAM ENTERPRISE WHOLESALE | FIBER |
| SSOCOF TEST - DO NOT READ TO CALLER | SSOCOF TEST CODE |

0 10 20 40 60 80 Feet

ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

# COJ FLAGER AVE FESTIVAL STREET

N E S W

Sheet No. 1 of 2

**Utility Location Map**

Drawn By: David Ashley

Checked by:

Date: 11/21/2025

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# EXHIBIT A

| Service Area | Utility Type(s) |
|---|---|
| A T & T/ DISTRIBUTION | TELEPHONE |
| ADVANCED CABLE COMMUNICATIONS DBA BLUE STREAM | CATV |
| AT T | COMMUNICATION LINES, FIBER |
| COMCAST CABLE COMMUNICATIONS | CATV |
| CROWN CASTLE NG | FIBER |
| HARGRAY OF FLORIDA DBA CLEARWAVE FIBER | FIBER, TELEPHONE |
| JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC | ELECTRIC |
| JACKSONVILLE ELECTRIC AUTHORITY FIBER | FIBER |
| JACKSONVILLE ELECTRIC AUTHORITY SEWER | SEWER |
| JACKSONVILLE ELECTRIC AUTHORITY WATER | WATER |
| LUMEN | FIBER |
| MCI | COMMUNICATION LINES, FIBER |
| SOUTHERN TELECOM INC | CONDUIT, FIBER |
| TECO PEOPLES GAS JACKSONVILLE | GAS |
| UNITI FIBER LLC | FIBER |
| [illegible] | [illegible] |
| WINDSTREAM ENTERPRISE/WHOLESALE | FIBER |
| SSOCOF TEST - DO NOT READ TO CALLER | SSOCOF TEST CODE |

0 10 20 40 60 80 Feet

ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

# COJ FLAGER AVE FESTIVAL STREET

Sheet No. 2 of 2

**Utility Location Map**

Drawn By: David Ashley

Checked by:

Date: 11/21/2025

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

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

## PART I - GENERAL

| | |
|---|---|
| **1. Project** | **2. Proposal No. / Contract No.** |
| **3. Name of Consultant orSubconsultant:**<br>ETM Surveying & Mapping, Inc. SUE | **4. Date of Proposal** |

## PART II - LABOR RELATED COSTS

| **5. Direct Labor (Reimbursable)** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| SUR Chief Surveyor | $ 82.69 | 0.0 | $ 0.00 | |
| SUR Senior Surveyor 2 | $ 79.32 | 0.0 | $ 0.00 | |
| SUR Survey Project Manager | $ 41.30 | 0.0 | $ 0.00 | |
| SUR Crew Chief | $ 33.98 | 0.0 | $ 0.00 | |
| SUR Instrument Operator | $ 25.96 | 0.0 | $ 0.00 | |
| SUR Technician 3 | $ 40.19 | 0.0 | $ 0.00 | |
| SUR Rod Person | $ 19.24 | 0.0 | $ 0.00 | |
| SUR Survey UAS Operator | $ 30.00 | 0.0 | $ 0.00 | |
| SUR Drafter/Cadd Operator | $ 27.17 | 0.0 | $ 0.00 | |
| SUR Clerical | $ 23.57 | 0.0 | $ 0.00 | |
| SUE Senior Utility Coordinator | $ 43.82 | 5.0 | $ 219.10 | |
| SUE Analyst | $ 22.31 | 20.0 | $ 446.20 | |
| SUE Crew Chief | $ 36.85 | 66.0 | $ 2,432.10 | |
| SUE Instrument Technician | $ 21.04 | 65.0 | $ 1,367.60 | |
| SUE Technician | $ 16.98 | 0.0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 28.62 | 156 | | $ 4,465.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | | 200 % x Total Direct Labor | | $ 8,930.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 13,395.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 1,339.50 |

## PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| x | $ | |
| x | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

## PART IV - SUMMARY

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 14,734.50** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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Exhibit 1A

gai consultants

Jacksonville Office
12574 Flagler Center Blvd
Suite 202
Jacksonville, Florida 32258

T 904.363.1110
F 904.363.1115

January 9, 2026

Approved 1/16
Ben Koeppen

Ben Koeppen
Project Manager
City of Jacksonville Department of Public Works
Engineering and Construction Management Division
214 N. Hogan Street
Jacksonville, FL 32202

**Subject: Flagler Avenue Streetscape and Festival Street Improvements RFI 04-25**

Dear Mr. Koeppen,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Fee Proposal to provide final design, engineering, permitting and bidding assistance for the Flagler Avenue Streetscape and Festival Street. Included for your review are:

+ Scope of Services

+ Fee Proposal

## Scope of Services

The Flagler Avenue Streetscape and Festival Street Improvements is being completed as part of the Continuing Services Contract Design for as Needed Projects by the City of Jacksonville's Downtown Investment Authority (DIA). The following Scope of Services is based on GAI Consultants Inc's project understanding as well as a coordination meeting conducted on November 6th.

The proposed improvements will be completed along Flagler Avenue from Riverplace Blvd to the northern right-of-way line of Prudential Drive. The reconstruction of the recently completed Riverplace Blvd Complete Streets project area will be limited to the extent feasible. The improvements will be designed to be completed within the existing 60' City of Jacksonville right of way along Flagler Avenue.

The Design will follow the Downtown Design Guidebook. The approach to the Southbank Riverwalk will match the Riverwalk Continuity Manual. The design intent of the project is to reconstruct the entire right of way with concrete pavers in a flush condition with no curb and gutter as well as decorative concrete, landscaping and irrigation. The profile of the roadway will be maintained to the extent feasible with minimal longitudinal changes expected as part of the proposed improvements. The design will be a pedestrian friendly shared use corridor created by reducing the travel lane widths in both directions, adding vegetated bump outs, and bicycle facilities The majority of the construction cost will be spent on surface improvements with the existing stormwater system to remain and supplementary inlets and piping added as necessary. The corridor will include wider sidewalks for pedestrians, new lighting, shade trees, and street furniture. The design will allow the area to be easily closed to vehicular traffic and converted to a Festival type Street to accommodate vendor space. This will include removal bollards at the ends of the project limits to be installed by the City or similar type of design features. This will allow the area to be used for events and entertainment, including markets that attract large crowds. Vendor spaces will include electric and water service lines which can be secured when not in use. The location of these connections, whether above or below ground, manufacturers, etc. will all be coordinated with the City during the final design process. It is the initial intent to save some of the larger existing oak trees within project limits and accentuate them as features in the project design. The utility coordination will be completed, and existing natural gas and telecommunications facilities will be coordinated to be relocated outside of the project limits or shielded with proposed landscaping as part of the project design. The Public Involvement portion of this project will

consist of two Powerpoint presentations to be created by GAI and presented to the Downtown Development Review Board (DDRB) of the design progress with proposed renderings.

Exclusions and Assumptions:

- No post design or construction administration services are included as a part of this scope and fee proposal. These can be negotiated as the design nears completion, and the project is advertised for construction. This scope and fee can be added to the contract as a supplement.

- No JEA water and sewer design is included as part of this scope and fee proposal. Any conflicts will be shown as Case A or B crossings only. If significant water and sewer relocations or abandonment and installation of upgraded facilities are desired by JEA due to the reconstruction of the City right of way the design of these facilities can be completed by GAI as part of a separate scope and fee proposal as a Joint Project Agreement.

- The project design will be completed such that the project remains exempt from ERP Stomrwater Permitting through SJRWMD.

- No Cultural Resources, Environmental, Listed Species or Contamination Investigations or Reports are included as part of this scope and fee proposal.

- No right of way acquisition is expected as part of the design of this project. No sketches and legal descriptions for right of way or easements are included as part of this proposal. If these services are required as part of the final design, GAI can provide them as part of a supplemental scope and fee proposal.

- The lighting design for street lights and electrical wiring for the festival outlets are included in the design and will be shown in the construction plans. The design will only consist of locations for each item, conduit, wiring and pullboxes. The connection points are assumed to be underneath the JTA skyway in the middle portion of the project on the east side of the right of way. No electrical calculations, transformers or load centers are expected or included as part of this proposal.

- No electrical distribution design is included as part of this proposal. Any overhead or underground electrical relocations required as part of these proposed improvements shall be coordinated with the JEA but will be the responsibility of the JEA to design and construct.

**Fee Proposal**

**Final Design and Permitting (GAI) (Lump Sum).....$382,434.28**

**Topographic Survey (GAI) (Limiting Amount).....$39,822.48**

**Geotechnical (Meskel) (Limiting Amount).....$11,223.54**

**Soft Dig Locates SUE (ETM) (Limiting Amount).....$14,734.50**

**Total Fee $448,214.80**

Note: The final design and permitting fee noted above is lump sum. The survey shall be completed and invoiced hourly based on the amount of work required to complete the field and office work based on the limits of work. The geotechnical investigation will be limiting amount and invoicing and payment will be based on the amount of

borings completed. The soft dig (vvh) locates will be limiting amount and invoicing will be based on the actual amount of locates completed.

Thank you for the opportunity to submit this proposal. I trust that this proposal meets with your expectations. If you have any questions, please feel free to contact me at (904) 559-8086 or on my cell at (904) 652-5533.

Sincerely,

Matthew Bolyard, PE
Project Manager

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

Exhibit 1A

January 8, 2025

Kevin Leadbetter, President
G-A-I CONSULTANTS, INC.
618 East South Street, Suite 700
Orlando, Florida 32801

Dear Mr. Leadbetter:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

| | |
|---|---|
| 2.0 | Project Development and Environmental (PD&E) Studies |
| 3.1 | Minor Highway Design |
| 3.2 | Major Highway Design |
| 3.3 | Controlled Access Highway Design |
| 4.1.1 | Miscellaneous Structures |
| 4.1.2 | Minor Bridge Design |
| 4.2.1 | Major Bridge Design - Concrete |
| 4.2.2 | Major Bridge Design - Steel |
| 5.1 | Conventional Bridge Inspection |
| 5.4 | Bridge Load Rating |
| 6.1 | Traffic Engineering Studies |
| 6.2 | Traffic Signal Timing |
| 6.3.1 | Intelligent Transportation Systems Analysis and Design |
| 6.3.2 | Intelligent Transportation Systems Implementation |
| 7.1 | Signing, Pavement Marking and Channelization |
| 7.2 | Lighting |
| 7.3 | Signalization |
| 8.1 | Control Surveying |
| 8.2 | Design, Right of Way & Construction Surveying |
| 8.4 | Right of Way Mapping |
| 10.1 | Roadway Construction Engineering Inspection |
| 10.3 | Construction Materials Inspection |
| 10.4 | Minor Bridge & Miscellaneous Structures CEI |
| 10.5.1 | Major Bridge CEI - Concrete |
| 10.5.2 | Major Bridge CEI - Steel |

11.0 Engineering Contract Administration and Management

13.4 Systems Planning
13.6 Land Planning/Engineering

15.0 Landscape Architect

21.0 Acquisition, Negotiation, Closing, and Order of Taking

24.0 Acquisition Relocation Assistance

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

| Home Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|
| 175.85% | 136.25% | 3.989% | Reimbursed | 4.47% | 18.09%* |

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

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

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

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services Qualification Administrator

**Exhibit A - Page 1 of 1**
**CONTRACT FEE SUMMARY FOR**
**Flagler Avenue Festival Street Streetscape Final Design Services**

| PART I - GENERAL | |
|---|---|
| **1.** Flagler Avenue Festival Street Streetscape Final Design Services | **2. Project Number** RFI 04-25 |
| **3. Name of Consultant** GAI Consultants, Inc. | **4. Date of Proposal** 1/9/2026 |

**PART II - LABOR RELATED COSTS**

| **5. DIRECT LABOR** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager 3 | $ 112.67 | 69 | 7,774.23 | |
| Chief Engineer 1 | $ 104.19 | 90 | 9,377.10 | |
| Chief Landscape Architect | $ 97.24 | 118 | 11,474.32 | |
| Project Manager 2 | $ 87.79 | 198 | 17,382.42 | |
| Chief Planner | $ 82.50 | 72 | 5,940.00 | |
| Senior Landscape Architect | $ 67.18 | 115 | 7,725.70 | |
| Engineer 2 | $ 66.50 | 136 | 9,044.00 | |
| Senior Planner | $ 63.76 | 64 | 4,080.64 | |
| Chief Designer | $ 61.21 | 124 | 7,590.04 | |
| Engineer 1 | $ 55.60 | 100 | 5,560.00 | |
| Senior Designer | $ 54.00 | 192 | 10,368.00 | |
| Engineering Intern | $ 42.20 | 286 | 12,069.20 | |
| Landscape Architect | $ 37.28 | 202 | 7,530.56 | |
| Project Planner | $ 36.94 | 60 | 2,216.40 | |
| Landscape Designer | $ 34.86 | 204 | 7,111.44 | |
| | | | **TOTAL DIRECT LABOR** | **$ 125,244.05** |
| **6. OVERHEAD (Combined Fringe Benefits & Administrative)** Overhead Rate 175.85% | | | | $ 220,241.66 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 345,485.71** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ 34,548.57 |
| | | | **SUB-TOTAL SALARY RELATED COSTS** | **$ 380,034.28** |

**PART III - OTHER COSTS**

| | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS (Lump Sum)** | |
| Misc. Direct Expenses (Lump Sum) | $ 2,400.00 |
| **MISCELLANEOUS DIRECT COSTS SUB-TOTAL** | **$ 2,400.00** |
| **10. SUBCONTRACTS** | |
| Meskel (Geotechnical) | $ 11,223.54 |
| England Thims and Miller (SUE) | $ 14,734.50 |
| Survey (GAI) | $ 39,822.48 |
| **SUB-CONTRACT SUB-TOTAL** | **$ 65,780.52** |

**PART IV - SUMMARY**

| | |
|---|---|
| **TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)** | **$ 448,214.80** |

Approved 1/16
Ben Koeppen

**Exhibit A - Page 1 of 1**
**CONTRACT FEE SUMMARY FOR**
**Flagler Avenue Festival Street Streetscape Survey**

| PART I - GENERAL | |
|---|---|
| **1.** Flagler Avenue Festival Street Streetscape Survey | **2. Project Number** |
| **3. Name of Consultant**<br>GAI Consultants, Inc. | **4. Date of Proposal**<br>1/9/2026 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. DIRECT LABOR** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Survey CADD Technician | $ 43.88 | 44 | 1,930.72 | |
| Survey Manager (PSM) | $ 84.80 | 30 | 2,544.00 | |
| Three Man Survey Crew | $ 117.91 | 70 | 8,253.70 | |
| | | | **TOTAL DIRECT LABOR** | **$ 12,728.42** |
| **6. OVERHEAD (Combined Fringe Benefits & Administrative)**<br>Overhead Rate 175.85% | | | | $ 22,382.93 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 35,111.35** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x 10% | $ 3,511.13 |
| | | | **SUB-TOTAL SALARY RELATED COSTS** | **$ 38,622.48** |

| PART III - OTHER COSTS | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS (Lump Sum)**<br>Misc. Direct Expenses (Lump Sum) | $ 1,200.00 |
| **MISCELLANEOUS DIRECT COSTS SUB-TOTAL** | **$ 1,200.00** |
| **10. SUBCONTRACTS** | $ - |
| **SUB-CONTRACT SUB-TOTAL** | **$ -** |

| PART IV - SUMMARY | |
|---|---|
| **TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)** | **$ 39,822.48** |

# Exhibit 1A

Flagler Avenue Festival Street Streetscape Final Design Services

1/9/2026

| | Project Manager 3 | Chief Engineer 1 | Chief Landscape Architect | Project Manager 2 | Chief Planner | Senior Landscape Architect | Engineer 2 | Senior Planner | Chief Designer | Engineer 1 | Senior Designer | Engineer Intern | Landscape Architect | Project Planner | Landscape Designer | **Total By Task** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Task 1: Final Design Base Poject Area | | | | | | | | | | | | | | | | |
| Project Kickoff and Coordination Meetings | 16 | 20 | 16 | 24 | 6 | 8 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **102** |
| Data Collection | 0 | 0 | 0 | 4 | 4 | 8 | 8 | 8 | 4 | 4 | 8 | 16 | 8 | 6 | 12 | **90** |
| Comment Responses and QA / QC | 16 | 16 | 12 | 24 | 6 | 8 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **98** |
| DDRB Meetings (2) | 16 | 16 | 12 | 16 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 32 | 24 | 0 | 16 | **148** |
| 15% Profile and Plan View | 2 | 2 | 4 | 8 | 6 | 12 | 8 | 4 | 4 | 8 | 16 | 32 | 22 | 6 | 16 | **150** |
| 30% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 12 | 4 | 16 | 12 | 36 | 38 | 26 | 6 | 28 | **226** |
| Drainage Design - Collection System | 2 | 4 | 8 | 12 | 0 | 0 | 32 | 0 | 8 | 12 | 0 | 0 | 0 | 0 | 0 | **78** |
| Utility Coordination | 0 | 4 | 8 | 12 | 6 | 0 | 4 | 4 | 12 | 12 | 0 | 0 | 0 | 0 | 8 | **70** |
| 60% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 10 | 4 | 16 | 12 | 36 | 38 | 26 | 6 | 28 | **224** |
| 90% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 15 | 10 | 4 | 14 | 12 | 36 | 38 | 26 | 6 | 28 | **222** |
| Project Specifications Package | 2 | 4 | 8 | 10 | 6 | 0 | 8 | 8 | 8 | 0 | 0 | 24 | 8 | 0 | 8 | **94** |
| 100% Design and Construction Cost Estimate | 2 | 4 | 6 | 15 | 6 | 12 | 10 | 4 | 14 | 12 | 36 | 30 | 26 | 6 | 28 | **211** |
| Bidding and Award Services | 2 | 2 | 8 | 8 | 4 | 2 | 4 | 8 | 4 | 4 | 0 | 20 | 12 | 6 | 8 | **92** |
| SJRWMD Permit Exemption | 2 | 2 | 8 | 8 | 6 | 0 | 8 | 0 | 16 | 4 | 8 | 0 | 4 | 6 | 8 | **80** |
| Irrigation Design | 1 | 2 | 8 | 4 | 2 | 0 | 2 | 2 | 0 | 0 | 0 | 2 | 12 | 6 | 8 | **49** |
| COJ 10 Set Permitting | 2 | 2 | 2 | 8 | 2 | 4 | 4 | 2 | 8 | 8 | 16 | 16 | 8 | 6 | 8 | **96** |
| Subtotal Task 1 Hours By Position | 69 | 90 | 118 | 198 | 72 | 115 | 136 | 64 | 124 | 100 | 192 | 286 | 202 | 60 | 204 | **2030** |

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January 8, 2026 - Revised

Matthew Bolyard, P.E.
GAI Consultants
12574 Flagler Center Boulevard, Suite 202
Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services
COJ Flagler Avenue / Festival Street RFI 04-25
Jacksonville, Florida
MAE Proposal No. 250737

Dear Mr. Bolyard:

**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

To provide this proposal, we were provided with a copy of a site sketch showing the proposed area of improvements along Flagler Avenue on the east side (40-foot width) of Treaty Oak Park, and from communication with you, we understand the scope required for Flagler Avenue will include additional borings along the Flagler Avenue right-of-way from Riverplace Boulevard to Prudential Drive.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, we understand the following field services are requested:

| Test Location | Test No. & Type | Test Depth ft below ground surface |
|---|---|---|
| Flagler Avenue - Treaty Park | 4 Auger | 6 |
| Flagler Avenue Shoulder | 4 Auger | 6 |
| Flagler Avenue Drive Lanes | 4 Auger* | 6 |

*Hand auger with Pavement Core

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. We can also subcontract with a private utility locating company to locate any utilities not registered with SSOC, if necessary.

Once the borings are complete, the auger borings with pavement cores will be backfilled with a bentonite-cement grout, and remaining auger borings will be backfilled with a bentonite-cement grout, hole plug or soil cuttings. We will take reasonable precautions to mitigate damage to property and will reasonably restore the site to conditions similar to that existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer.

Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

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

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer and pavement layers, where applicable,
- A tabulation of the measured asphalt concrete and base course thicknesses and visual classification of the base course material,
- Photographs of the pavement cores collected,
- An estimate of the normal Seasonal High Groundwater Level at the boring locations,

  A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for new pavement construction,
- Recommendations for construction earthwork and testing required during site preparation and earthwork.

Based on the scope of the services outlined above, we propose to complete our work for an estimated fee of **$11,223.54**. Attached is our fee estimate for this project. Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $100 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within 2 weeks once the utilities have been marked and located. We anticipate that the field work will take 1 to 2 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of the field and laboratory testing.

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

Sincerely,
**MESKEL & ASSOCIATES ENGINEERING, PLLC**

Taylor Foster
Staff Engineer

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Matthew Bolyard, P.E. – GAI Consultants One (1) e-mail copy

Attachments: City of Jacksonville Fee Summary Sheet
Proposal Authorization Sheet
Proposal Document General Conditions

Exhibit 1A

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

| PART I - GENERAL | |
|---|---|
| **1. Project**<br>COJ Flagler Avenue / Festival Street RFI 04-25 | **2. Proposal No./Contract No.**<br>250737 / 16069-25 |
| **3. Name of Consultant**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>January 8, 2026 |

| PART II - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
| Principal | $ 75.32 | 0 | $ 0.00 | |
| Senior Project Engineer | $ 73.80 | 5 | $ 369.00 | |
| Project Engineer | $ 60.10 | 12 | $ 721.20 | |
| Engineer Intern | $ 34.13 | 4 | $ 136.52 | |
| Draftsperson/CAD Operator | $ 28.19 | 6 | $ 169.14 | |
| Sr. Field Technician | $ 34.00 | 2 | $ 68.00 | |
| Clerical | $ 26.95 | 3 | $ 80.85 | |
| **TOTAL DIRECT LABOR** | $48.27 | 32 | | $ 1,544.71 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 200 % x Total Direct Labor | | | $ 3,089.42 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 4,634.13 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 463.41 |

| PART III - OTHER COSTS | | | | |
|---|---|---|---|---|
| **9. Miscellaneous Direct Costs** | | | | |
| FDOT Code 418-Geo Drill Crew Support Vehicle | 1 | $330.00 | $ 330.00 | |
| FDOT Code 440-Geo Grout Boreholes, per LF | 72 | $9.00 | $ 648.00 | |
| FDOT Code 401-Geo Auger Borings, per LF | 72 | $15.50 | $ 1,116.00 | |
| **Laboratory Testing** | | | | |
| FDOT Code 812-Soils Materials Finer than 200 Sieve FM 1-T011 | 12 | $90.00 | $ 1,080.00 | |
| FDOT Code 817-Soils Moisture Content AASHTO T265 | 12 | $26.00 | $ 312.00 | |
| FDOT Code 819-Soils Organic Content Ignition FM 1 T-267 | 4 | $75.00 | $ 300.00 | |
| FDOT Code 826-Soils Plastic Limit & Plasticity Index AASHTO T90 | 2 | $80.00 | $ 160.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 4,126.00 |
| **10. SUBCONTRACTS (Lump Sum)** | | | | |
| ACME Barricades (MOT-Lane Closure) | | | $ 2,000.00 | |
| SUB-CONTRACT SUB-TOTAL | | | | $ 2,000.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | $ 11,223.54 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | | |
| | | | 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

| PART IV - SUMMARY | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables)<br>(Items 5, 6, 8, 9, 10 and 11) | **$ 11,223.54** |

**PROPOSAL AUTHORIZATION**
For Geotechnical Services
COJ Flagler Avenue / Festival Street RFI 04-25
Jacksonville, Florida
MAE Proposal No. 250737

**Billing Information:**

Company Name: _____

Attention: _____

Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

# PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. RIGHT OF ENTRY

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

3. INVOICES

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

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

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

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

4. SAFETY

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

5. STANDARD OF CARE

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

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

6. INSURANCE

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

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

maintain such coverage.

7. DISPUTES

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

8. DELAYS IN WORK

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

9. TERMINATION

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

10. ASSIGNS

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

11. OWNERSHIP OF DOCUMENTS

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

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

12. FAILURE TO FOLLOW RECOMMENDATIONS

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

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

15. HAZARDOUS MATERIALS

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

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

16. NON-HAZARDOUS SAMPLE DISPOSAL

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

17. AQUIFER CONTAMINATION

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

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

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

19. DEFINITIONS

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

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

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

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

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

20. NO PERSONAL LIABILITY

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

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

21. FORCE MAJEURE/COVID.

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

22. MISCELLANEOUS

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

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

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

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

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

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

Exhibit 1A

ETM ENGLAND-THIMS & MILLER

Revised January 7, 2026

GAI Consultants, Inc.
Matthew Bolyard
12574 Flagler Center Boulevard
Suite 202
Jacksonville, Florida 32258
United States
904.559.8086
m.bolyard@gaiconsultants.com

**RE: COJ Flagler Ave Festival St SUE Services**
**Project No: S0025.49400**

Dear Matthew Bolyard,

Pursuant to your request, ETM Surveying & Mapping, Inc.("ETM-SMI") is pleased to submit a fee proposal for Subsurface Utility Services for the proposed project COJ Flagler Ave Festival St SUE, located in Jacksonville, Florida. Our proposed scope of services and fee schedule are as follows:

**Task 1 - Subsurface Utility Services**
Provide subsurface utility engineering services for the project site described above. This scope of services includes designating utilities within the right of way of Flagler Ave and as depicted on attached graphic "Exhibit A". Through our initial design ticket through Sunshine#811, we have found approximately thirteen (13) utility owners within our project vicinity with approximately ten thousand seven hundred eighty (10,780) linear feet of utilities to be designated. This scope of services does not include designating gravity sewer or drainage. In addition, this scope includes up to ten (10) utility test holes as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. This scope of services does not include providing subsurface excavation within active roadways. If needed this will require additional services, including costs for Maintenance of Traffic and/or county permits. The underground utility test holes, and utility designation will be horizontally located, and elevations will not be provided. The surveyed locations will be incorporated into a cad file and finalized VVH Reports for use in engineering design.

**Task 1A - Utility Designator**
Provide field verification of existing utilities. Utility designating team will mark underground utilities by using EM locators and GPR. Once marked in the field, the team will review with existing documents provided by utility owners. (Crew Chief -36hrs, Inst. Tech - 36hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$6,998.84***

**Task 1B - (10) Test Holes (Soft Cover)****
(Crew Chief -29hrs, Inst. Tech - 28hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$5,540.17***

**Task 1C - Senior SUE Coordinator**
- 5hrs rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$723.03***

**Task 1D - SUE Technician**
Technician to request utility information from appropriate utility owners. Review available information and provide quality control on designated utilities. Once reviewed, technician will create utility designation final maps for client delivery. (SUE Tech. - 20hrs) rates based on RFQ-16069-25

***Lump Sum Fee*** ..... ***$1,472.46***

**TASK SUMMARY**

| Task – Description | | Hourly Fee | Lump Sum Fee |
|---|---|---|---|
| *1* | Subsurface Utility Services | | |
| *1A* | Utility Designator<br>(Crew Chief -36hrs, Inst. Tech - 36hrs) | | $6,998.84 |
| *1B* | (10) Test Holes (Soft Cover)**<br>(Crew Chief -29hrs, Inst. Tech - 28hrs) | | $5,540.17 |
| *1C* | Senior SUE Coordinator - 5hrs | | $723.03 |
| *1D* | SUE Technician - 20hrs | | $1,472.46 |
| | **SUBTOTAL** | | $14,734.50 |
| | **TOTAL FEE SUMMARY** | $14,734.50 | |

**Estimated budget is based on available utility as-builts at time of work. Any discrepancies between existing utilities and as-builts may require additional fees.**

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of $400 will be charged if the minimum of four (4) test holes are not authorized.**

****ETM-SMI will utilize its expertise and equipment to identify areas containing subsurface utility infrastructure. However, results may vary depending on several factors including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material and unknown obstructions that may attenuate equipment signals. NO guarantee is provided to the client, or third-party entities, that these services will detect all subsurface utility infrastructure.**

**Notice: GPR and PCL Scanning is a highly effective method for detecting potential existing utility infrastructure. However, this service does not absolve the client, their subcontractors, or Utility Owners from their obligations and responsibilities under F.S. 556.**

**ETM-SMI shall not be liable to the client, or third-party associated with this agreement, for any damages resulting from excavation activities by the others.**

**EXPENSES**

Costs such as printing, delivery service, mileage, and travel shall be invoiced at direct costs plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

**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.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Boundary Survey
- Construction Layout
- County Plat Review
- Document Processing for Recordation
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Plat Preparation
- Plat Processing for Recordation

- Protected Tree Survey
- Route Survey
- Sketch and Legal Description
- Staking
- Topographic Survey
- Tree Survey

Terms, fees, and conditions are valid for 45 days from the date of this proposal. Please indicate your agreement with this proposal by signing in the space provided below and return one copy to our office or by email.

If you should have any questions or require additional information, please contact David Ashley at 904.376.6298 or by email at AshleyD@etmsurvey.com. Thank you for this opportunity to be of service.

Sincerely,

**ETM Surveying & Mapping, Inc.(ETM-SMI)**

**ETM Surveying & Mapping, Inc.(ETM-SMI)**

**By:**

*(Signature)*

**Name:** Barry Scott

*(Printed Name)*

**Title:** Vice President / Shareholder

**GAI Consultants, Inc.**

**Billing Contact:**

**Billing Email:**

**Billing Address:**

**Billing Phone #:**

**Date:**

**By:**

*(Signature)*

**Name:**

*(Printed Name)*

**Title:**

**Attachments:**
A) General Conditions
B) Exhibit A

# ATTACHMENT A

**GENERAL CONDITIONS**

**I. CONTRACT TIME** - The Contract Date is the date this Agreement is fully executed by both parties. ETM Surveying & Mapping, Inc. ("ETM-SMI") hourly rates will be adjusted on January 1 of each year.

**II. PAYMENT TERMS, TERMINATION AND SUSPENSION** – ETM-SMI shall issue Client monthly invoices. For Lump Sum work, the invoice shall reflect the percentage complete for each contract task item. For hourly services, the invoice shall reflect the hours worked multiplied by the standard hourly billing rates, as shown in Attachment A and incorporated herein by reference.

a. Timing of Payment and Finance Charges - Payment is due upon Client's receipt of ETM-SMI's invoice ("Invoice Date"). If payment is not received by ETM within thirty (30) days of the Invoice Date, Client agrees to pay ETM-SMI a Finance Charge of one and one-half percent (1.5%) per month on the amount past due. If one and one-half (1.5%) percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If payment is not received within thirty (30) days from the Invoice Date, ETM-SMI reserves the right to suspend all work on the Project until all payments due are received, including the Finance Charge.

b. Failure to Pay - If Client fails to make payments to ETM-SMI within sixty (60) days of the Invoice Date, which are not subject to a good faith dispute, such failure shall be considered substantial nonperformance and cause for Termination by ETM-SMI or, at ETM's option, cause for suspension of performance of Services under this Agreement. If ETM-SMI elects to suspend Services, ETM-SMI shall give ten (10) days' written notice to Client before suspending Services. Unless payments of all undisputed overdue amounts are received by ETM within the following ten (10) days after notice is received, such suspension shall take effect on the tenth (10th) day thereafter. In the event of a suspension of Services, ETM shall have no liability to Client for delay or damage caused by the Client because of such suspension of Services. Before resuming Services, the Client shall pay ETM all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of ETM-SMI's Services.

c. Retainage - If ETM-SMI requires a Retainer Fee, the Retainer Fee will be returned to the Client thirty (30) days after receipt of payment in full by ETM-SMI on all invoices. Should the Client default on payment or if there is an outstanding balance on the Client's account, after the final invoice has been paid, the Retainer Fee will be used to pay the remaining invoice balance and any Finance Charge. Any remaining balance of the Retainer Fee will be returned to the Client once all of ETM-SMI's expenses have been paid in full.

d. Termination for Convenience - Client may terminate this Agreement for Convenience and without cause upon not less than thirty (30) days written notice. If Client Terminates this Agreement for Convenience, Client shall pay ETM-SMI for all Services performed prior to Termination and Reimbursable Expenses incurred but such compensation shall not include lost profits.

e. Termination for Cause - Client may terminate this Agreement for Cause within ten (10) days after the later of the following: (i) the event giving rise to the default, or (ii) the date on which Client became aware of the event giving rise to the default. Client must provide written notice stating the basis for the default. If ETM-SMI cures the default within ten (10) days after receipt of notice of the default from Client, then Client shall not be entitled to terminate this Agreement for Cause as a result of such default.

f. Suspension –If Client suspends the Project for more than thirty (30) consecutive days, ETM-SMI shall be compensated for Services performed prior to Notice of such suspension. When the Project is resumed, ETM-SMI shall be compensated for all reasonable expenses incurred in the interruption and resumption of ETM-SMI's Services. If client suspends the Project for more than ninety (90) consecutive days for convenience, ETM-SMI may terminate this Agreement by providing ten (10) days' written notice. If Client suspends the Project for more than one hundred and eighty (180) consecutive days, ETM-SMI reserves the right to adjust its fees for the remaining Services.

**III. CHANGES TO THE WORK** - Any change to the Work under the Agreement shall be in writing and executed by both parties.

**IV. SALES TAX** - Client shall pay any applicable state sales tax in the manner and in the amount as required by law.

**V. 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-SMI 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-SMI harmless from any losses or liabilities resulting from such permitting or regulatory action.

**VI. STANDARD OF CARE AND WARRANTY** - ETM-SMI shall perform its Work in a manner as is ordinarily exercised under similar conditions and like circumstances by persons employed in the same or similar professions in the State in which the Project is located ("Standard of Care").

ETM-SMI 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 Standard of Care defined above.

No other warranty, expressed or implied, is made or intended.

**VII. 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-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. 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-SMI 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-SMI. The Client shall indemnify and defend ETM-SMI from all claims, damages, and expenses, including attorneys' fees and costs for any unauthorized use of ETM-SMI's documents.

**VIII. SAFETY** – To the extent ETM-SMI provides periodic observations or monitoring services on the Project under this Agreement, Client agrees 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 will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM-SMI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**IX. CONTRACT ADMINISTRATION** - Client agrees ETM-SMI will not be expected to make exhaustive or continuous on-site inspections but that periodic observations as appropriate to the construction stage shall be performed.

Under no circumstances shall ETM-SMI assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. Client understands that field services provided by ETM-SMI will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "review" are used to mean periodic observation of the work by ETM-SMI to verify substantial compliance with the plans, specifications, and design concepts reviewed.

To the extent "Continuous Inspections" are required by ETM-SMI under this Agreement, that does not mean that ETM-SMI is observing placement of all materials or ensuring compliance with all building codes or industry standards.

To the extent "Full-time Inspections" are required by ETM-SMI under this Agreement, an employee of ETM-SMI 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.**

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

**XI. INSURANCE** – ETM-SMI maintains the following Insurance in conformance with applicable state law:

a. Workers' Compensation Insurance with the following limits: $1MM
b. Comprehensive General Liability Insurance with the following limits: $2MM
c. Automobile Liability Insurance with the following limits: $1MM
d. Professional Liability Insurance with the following limits: $10MM/$15MM
e. Umbrella Insurance with the following limits: $20MM

A certificate of insurance can be supplied to Client evidencing such coverage upon request.

If additional coverage or increased limits of liability are required, ETM-SMI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**XII. 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-SMI.

**XIII. GOVERNING LAW, VENUE AND JURISDICTION** - This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to any conflicts of law principles. Venue for legal proceedings shall lie in the 4th Judicial Circuit in and for Jacksonville, Duval County, Florida. or the US District Court for the Northern District of Florida, Jacksonville, without regard to any forum *non conveniens* principles and the parties' consent to the personal jurisdiction of the Florida state courts.

**XIV. INDEMNIFICATION** - In addition to, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, from and against any damages, liabilities or costs, including reasonable attorneys' fees, arising out of or in any way connected with this

Agreement caused or alleged to have been caused by Client and its officers, directors, partners, employees, agents, contractors and subcontractors.

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

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

**XVI. CERTIFICATE OF MERIT AND NOTICE AND OPPORTUNITY TO CURE** – Client shall make no claim (whether directly or in the form of a third-party claim) against ETM-SMI unless Client has first provided ETM-SMI with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every error or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a condition precedent to the initiation of any judicial proceeding by Client and shall be provided to ETM-SMI within ninety (90) days prior to the initiation of such judicial proceedings to allow ETM-SMI to inspect and cure the alleged errors or omissions.

[FOR FLORIDA PROJECTS ONLY] ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**XVII. LIMITATION OF LIABILITY** - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, 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: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of $50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM-SMI agrees to increase the limits up to $500,000.00 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

**XVIII. DISPUTE RESOLUTION** – Any claim, dispute or matter in question arising out of or relating to this Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution. The cost of a third-party mediator will be shared equally by the parties.

If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be litigated in a court of competent jurisdiction. In the event of litigation, each party shall bear its own attorneys' fees and costs.

**XIX. INTEGRATION** - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI 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 forty-five (45) days from the date of the attached proposal.

**XX. 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.

**XXI. ASSIGNABILITY** - Client and ETM-SMI, respectively bind themselves, their agents, successors and assigns to this Agreement. Neither Client nor ETM-SMI shall assign this Agreement without the prior written consent of the other party.

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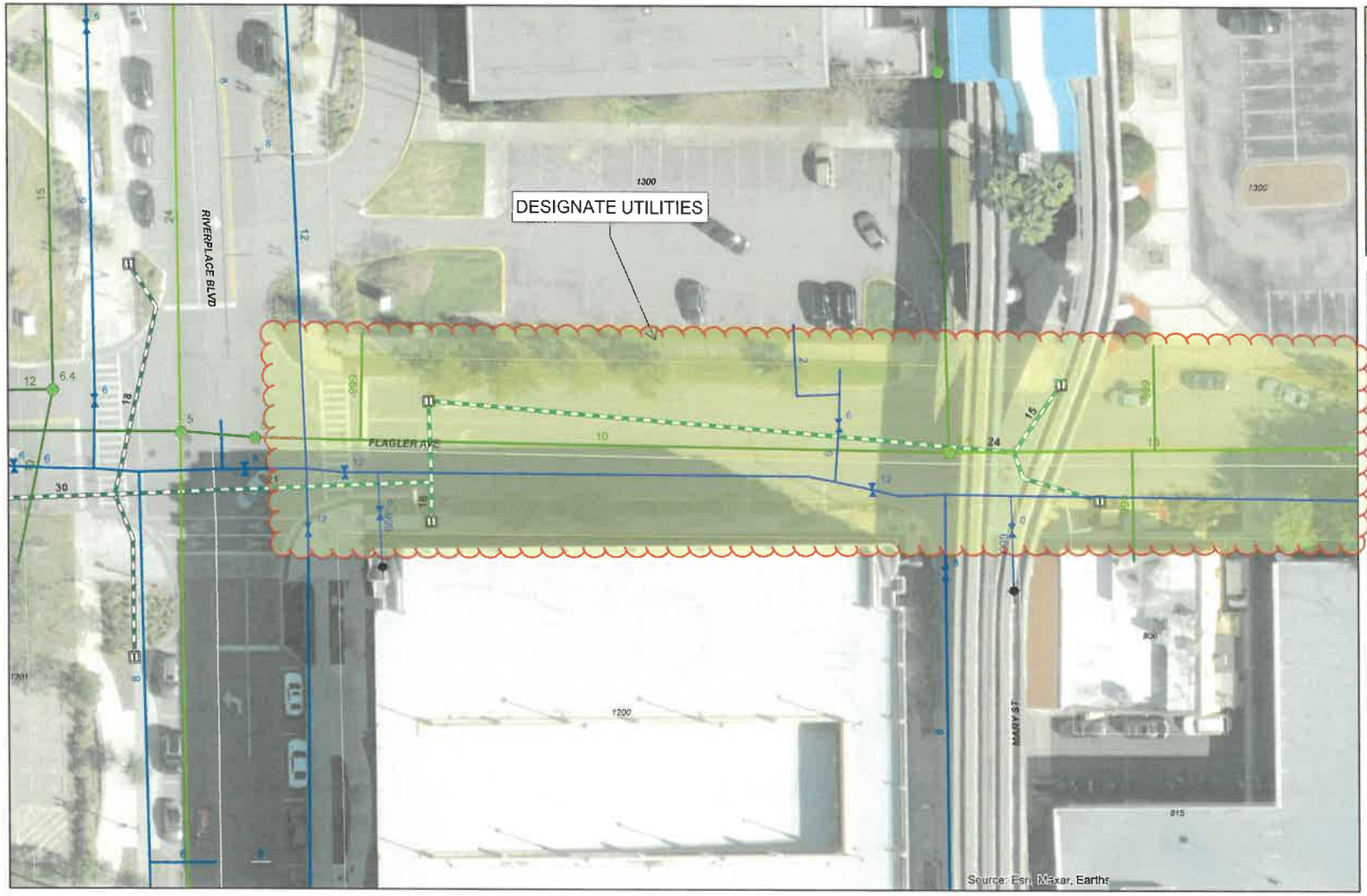

# EXHIBIT A

| Service Area | Utility Type(s) |
|---|---|
| A T & T/ DISTRIBUTION | TELEPHONE |
| ADVANCED CABLE COMMUNICATIONS DBA BLUE STREAM | CATV |
| AT T | COMMUNICATION LINES, FIBER |
| COMCAST CABLE COMMUNICATIONS | CATV |
| CROWN CASTLE NG | FIBER |
| HARGRAY OF FLORIDA DBA CLEARWAVE FIBER | FIBER, TELEPHONE |
| JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC | ELECTRIC |
| JACKSONVILLE ELECTRIC AUTHORITY FIBER | FIBER |
| JACKSONVILLE ELECTRIC AUTHORITY SEWER | SEWER |
| JACKSONVILLE ELECTRIC AUTHORITY WATER | WATER |
| LUMEN | FIBER |
| MCI | COMMUNICATION LINES, FIBER |
| SOUTHERN TELECOM INC | CONDUIT, FIBER |
| TECO PEOPLES GAS JACKSONVILLE | GAS |
| UNITI FIBER LLC | FIBER |
| [illegible] | [illegible] |
| WINDSTREAM ENTERPRISE WHOLESALE | FIBER |
| SSOCOF TEST - DO NOT READ TO CALLER | SSOCOF TEST CODE |

0 10 20 40 60 80 Feet

ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

## COJ FLAGER AVE FESTIVAL STREET

Sheet No. 1 of 2

**Utility Location Map**

Drawn By: David Ashley

Checked by:

Date: 11/21/2025

Exhibit 1A

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# EXHIBIT A

| Service Area | Utility Type(s) |
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| AT T | COMMUNICATION LINES, FIBER |
| COMCAST CABLE COMMUNICATIONS | CATV |
| CROWN CASTLE NG | FIBER |
| HARGRAY OF FLORIDA DBA CLEARWAVE FIBER | FIBER, TELEPHONE |
| JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC | ELECTRIC |
| JACKSONVILLE ELECTRIC AUTHORITY FIBER | FIBER |
| JACKSONVILLE ELECTRIC AUTHORITY SEWER | SEWER |
| JACKSONVILLE ELECTRIC AUTHORITY WATER | WATER |
| LUMEN | FIBER |
| MCI | COMMUNICATION LINES, FIBER |
| SOUTHERN TELECOM INC | CONDUIT, FIBER |
| TECO PEOPLES GAS JACKSONVILLE | GAS |
| UNITI FIBER LLC | FIBER |
| [illegible] | [illegible] |
| WINDSTREAM ENTERPRISE/WHOLESALE | FIBER |
| SSOCOF TEST - DO NOT READ TO CALLER | SSOCOF TEST CODE |

0 10 20 40 60 80 Feet

ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

# COJ FLAGER AVE FESTIVAL STREET

Sheet No. 2 of 2

## Utility Location Map

Drawn By: David Ashley

Checked by:

Date: 11/21/2025

Exhibit 1A

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

**PART I - GENERAL**

| **1. Project** | **2. Proposal No. / Contract No.** |
|---|---|
| **3. Name of Consultant orSubconsultant:**<br>ETM Surveying & Mapping, Inc. SUE | **4. Date of Proposal** |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor (Reimbursable)** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| SUR Chief Surveyor | $ 82.69 | 0.0 | $ 0.00 | |
| SUR Senior Surveyor 2 | $ 79.32 | 0.0 | $ 0.00 | |
| SUR Survey Project Manager | $ 41.30 | 0.0 | $ 0.00 | |
| SUR Crew Chief | $ 33.98 | 0.0 | $ 0.00 | |
| SUR Instrument Operator | $ 25.96 | 0.0 | $ 0.00 | |
| SUR Technician 3 | $ 40.19 | 0.0 | $ 0.00 | |
| SUR Rod Person | $ 19.24 | 0.0 | $ 0.00 | |
| SUR Survey UAS Operator | $ 30.00 | 0.0 | $ 0.00 | |
| SUR Drafter/Cadd Operator | $ 27.17 | 0.0 | $ 0.00 | |
| SUR Clerical | $ 23.57 | 0.0 | $ 0.00 | |
| SUE Senior Utility Coordinator | $ 43.82 | 5.0 | $ 219.10 | |
| SUE Analyst | $ 22.31 | 20.0 | $ 446.20 | |
| SUE Crew Chief | $ 36.85 | 66.0 | $ 2,432.10 | |
| SUE Instrument Technician | $ 21.04 | 65.0 | $ 1,367.60 | |
| SUE Technician | $ 16.98 | 0.0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 28.62 | 156 | | $ 4,465.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | | 200 % x Total Direct Labor | | $ 8,930.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 13,395.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 1,339.50 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| x | $ | |
| x | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 14,734.50** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

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

Goods and/or Services: Professional Design Service Contracts for As-Needed Projects

**Requested Action and Justification:**

Recommend approval to reject Strategic Logistics Express LLC for failing to include the required SF-330 form resulting in a score less than the minimum requirements.

Recommend approval of award to the highest-ranking suppliers (see attached list of qualified suppliers) for Professional Design Service Contracts for As-Needed Projects. Total contract expenditure amount not to exceed $8,000,000.00.

Separate task orders will be released for future projects and brought back to the JPAC for approval. The period of service will be for three (3) years with three (3), one (1) year renewal options subject to approval with supplier and City of Jacksonville.

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | See attached list | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 02/06/2025 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | N/A | **PO #:** | N/A | **Change Order #:** | N/A |
| **Solicitation #:** | RFQ 16069 25 | **Contract #:** | N/A | **Contract Amd #:** | N/A |
| **Term:** | 3 years | **Options:** | 3, 1-year | **Options Used:** | N/A |

| | | | | | |
|---|---|---|---|---|---|
| **Federally Funded:** | N/A | **JSEB Rec:** | Encouragement | **Bonds Waived Pursuant To:** | N/A |
| **Licenses Verified:** | N/A | **JSEB %:** | 0 | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 10801 | **Center:** | 135115 | **Acct:** | 531090 | **Proj:** | 000000 | **Activity:** | 00001238 | $ 8,000,000.00 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 8,000,000.00 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | DIAD:DOWNTOWN_INVESTMENT_AUTHORITY | | |
| **Concurrence:** | DocuSigned by: 0B59A2140A6C4D... | **Title:** | CHIEF OF NATURAL AND MARINE RESOURCES 4/8/2025 |
| **Concurrence:** | DeVault, Allan 47EEAAF69A4C48C... | **Title:** | CRA REDEVELOPMENT MANAGER 4/8/2025 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Warchol, LeeAnn 32F4AB943D464... | **Chief of Procurement:** | DocuSigned by: B19F1D517352428... 4/15/2025 |
| **Name:** | Warchol, LeeAnn | **Name:** | Dustin L. Freeman |

| **Part 2 – JPAC Action:** All award actions subject to lawfully appropriated funds. | | **Part 3 – Final Awarding Authority Action:** | |
|---|---|---|---|
| **Members who approve:** | 3 | **Action:** | Approved |
| **Members who disapprove:** | 0 | **Signature:** | DocuSigned by: Karen Bowling 1C34E121556248B1... DS Karen Bowling Chief Administrative Officer For: Mayor Donna Deegan Under Authority Of: Executive Order No: 2023-02 |
| **Date:** | 4/17/2025 | **Date:** | 4/17/2025 |

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# PAF Instructions
## Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

**Options:** Period of time for each renewal or option.

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

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

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

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

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

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

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

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

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

**Title:** Title of person electronically signing form.

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

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

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# Downtown Investment Authority

**MEMORANDUM**

**TO:** Dustin Freeman
Chief of Procurement Division

**FROM:** Guy Parola
Director of Operations

**SUBJECT:** Request for Qualification: Downtown Multi-consultant RFQ

**DATE:** August 23, 2024

---

On behalf of the Downtown Investment Authority, please take appropriate action to issue a Request for Qualifications (RFQ) for the referenced professional services.

The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the RFQ:

   **The DIA is seeking to qualify a broad list of qualified consultants to provide specific professional services under task order releases which will be administered by the Public Works Department.**

2. The Objective of the study or services:

   **The Downtown Investment Authority has authorized funding for multiple design and construction projects in the DIA Community Redevelopment Agencies' budgets and seeks to efficiently proceed with the design and construction of those projects using qualified professionals.**

3. The estimated period of time needed over which task orders may be issued to qualified consultants:
   **Two (2) years.**

4. The estimated cost of the service or study:
   **To be determined by task order.**

5. Whether the proposed study or service would or would not duplicate a prior or existing study or service:

   **Not Applicable.**

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6. List of current contracts or prior services or studies which are related to the proposed study or service.

   **Not Applicable.**

7. A statement as to why the service/study cannot be done by department or agency staff:

   **The City cannot perform this service due to lack of personnel and expertise.**

8. The **names** and **telephone numbers** of **three** representatives from the City designated to serve on the evaluation committee as subcommittee members;

   Guy Parola, Downtown Investment Authority
   gparola@coj.net
   904-255-5305

   Jill Enz, Department of Parks, Recreation and Community Development
   jenz@coj.net
   904-255-7941

   Sheldon Gibbs, Department of Public Works
   Sgibbs1@coj.net
   904-255-8710

9. A project funding account number

   10801.135115.549006.000000.00001822.00000.0000000
   10801.135115.531090.000000.00001278.00000.0000000
   00111.135102.531090.000000.00000000.00000.0000000
   10802.135115.549006.000000.00001822.00000.0000000
   10802.135115.531090.000000.00001278.00000.0000000

10. The **names** and email **addresses** of **specific consultants** the using agency wishes to be included in the solicitation process.

    **None.**

Guy Parola, Director of Operations
Downtown Investment Authority

Attachments: Scope of RFQ
Draft Transmittal Memo

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| Supplier | Supplier Contact | Response | Score |
|---|---|---|---|
| Baker Consulting & Engineering, LLC | Valasek, Kellie | 441774 | 89.67 |
| JBrown Professional Group Inc | Scott, Cheli | 441655 | 74.67 |
| England, Thims & Miller, Inc | Hadziavdic, Medina | 441784 | 83.33 |
| Alpha Envirotech Consulting, Inc | FU, Amy | 442182 | 93.33 |
| Construction and Engineering Services Consultants Inc | Lee, Jennifer | 442221 | 88.67 |
| Alliant Engineering, Inc. | Liguori, Kathy | 442170 | 63.67 |
| Hanson Professional Services Inc. | Widholm, Eric | 442237 | 80.67 |
| Halff Associates, Inc. | Hunter, Lauren | 441722 | 81.33 |
| Simes & Rosch, LLC | Earney, Kimberly | 442263 | 89.00 |
| Dewberry Engineering Inc. | Harbin, Constance | 441934 | 82.67 |
| Landwise Design, Inc | Robers, Ladd | 441625 | 89.33 |
| Eng Engineering Inc | Eng, Edward | 442231 | 82.00 |
| Castle Bay Design Studio LLC | Daniels, Jonathan | 442275 | 69.67 |
| Prime AE Group Inc | Szykowny, Peggy | 442167 | 76.67 |
| Kevin C. Knowles Civil Engineering, Inc. | KNOWLES, KEVIN | 441861 | 71.67 |
| Degrove Surveyors Inc. | Niles, Matthew | 441818 | 66.67 |
| Kimley-Horn and Associates, Inc. | Athas, Erin | 441973 | 78.67 |
| VIA Consulting Services, Inc. | Whaley, Sherry | 442271 | 93.67 |
| Pond & Company | Brown, Sommer | 441958 | 83.33 |
| Meskel & Associates Engineering, PLLC | Oehmann, Jamie | 441757 | 96.00 |
| Southeastern Surveying and Mapping Corporation | MATTHEWS, ALSSA | 442343 | 74.00 |
| GAI Consultants Inc | DIAZ, ASHLEY | 441713 | 85.00 |
| WGI, Inc. | .development, .business | 442344 | 78.33 |
| Carnahan, Proctor and Cross, Inc. | Scudella-Beltran , Maria | 441867 | 70.00 |
| Loci Architects, LLC | Duncan, Catherine | 442295 | 86.00 |
| CSI Geo, Inc. | Renzi, Jill | 442178 | 89.67 |
| Cogdell Studios | Cogdell, Vance | 441640 | 81.67 |
| Osiris 9 Consulting, LLC | Ghani, Imran | 442116 | 81.00 |
| Raymond Engineering-Georgia, Inc | Salas, Guido | 442350 | 75.33 |
| Alfred Benesch & Company | Simpkins, Kelly | 442316 | 79.00 |
| Metric Engineering Inc. | Perez, Mariley | 442138 | 71.67 |
| Strategic Logistics Express LLC | Bridgeforth, Troy | 442354 | 48.67 |
| Four Waters Engineering | Bryan, Angela | 442153 | 89.33 |
| Russell Rowland Inc | Rowland, Parker | 442281 | 86.00 |
| Kasper Architecture and Development, Inc | Escobar, Nicole | 442367 | 92.33 |
| NV5, Inc. | Braddy, Shannon | 442091 | 75.33 |
| DLZ Florida, LLC | Melander, Kaylan | 442043 | 69.33 |
| DRMP,INC. | GARCIA, PRISCILLA | 442081 | 81.33 |
| Smith Surveying Group, LLC | Miller, Patti | 442261 | 83.33 |
| Prime ABA Buyer Inc | Lewis, Brooke | 442337 | 79.33 |
| WSB, LLCProspective | Jones, Aria | 442362 | 77.67 |
| Almond Engineering, PA | Almond, Hillary | 441769 | 89.67 |
| Haddad Engineering | Haddad, Namir | 441853 | 65.33 |
| PQH Group Inc. | Rehberg, Cyndi | 441993 | 94.67 |

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| | | | |
|---|---|---|---|
| Gresham Smith | Harring, Shelby | 441888 | 78.00 |
| Timothy Haahs & Associates, Inc. | Crowley, Jennifer | 442203 | 71.00 |
| NFPSProspective | Mirsch-Wenner, Daina | 441883 | 77.67 |
| Matthews Design Group | WASHINGTON, RACHEL | 442387 | 72.33 |
| The Haskell Company | Thurlow, Jacob | 442379 | 75.33 |
| The Parris Company, Inc. | Parris, James | 442054 | 75.67 |

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

| Response Amount | Overall Rank | Shortlist |
|---|---|---|
| 1.00 | 1 | Shortlisted |
| 1.00 | 2 | Shortlisted |
| 1.00 | 3 | Shortlisted |
| 1.00 | 4 | Shortlisted |
| 1.00 | 5 | Shortlisted |
| 1.00 | 6 | Shortlisted |
| 1.00 | 7 | Shortlisted |
| 1.00 | 8 | Shortlisted |
| 1.00 | 9 | Shortlisted |
| 1.00 | 10 | Shortlisted |
| 1.00 | 11 | Shortlisted |
| 1.00 | 12 | Shortlisted |
| 1.00 | 13 | Shortlisted |
| 1.00 | 14 | Shortlisted |
| 1.00 | 15 | Shortlisted |
| 1.00 | 16 | Shortlisted |
| 1.00 | 17 | Shortlisted |
| 1.00 | 18 | Shortlisted |
| 1.00 | 19 | Shortlisted |
| 1.00 | 20 | Shortlisted |
| 1.00 | 21 | Shortlisted |
| 1.00 | 22 | Shortlisted |
| 1.00 | 23 | Shortlisted |
| 1.00 | 24 | Shortlisted |
| 1.00 | 25 | Shortlisted |
| 1.00 | 26 | Shortlisted |
| 1.00 | 27 | Shortlisted |
| 1.00 | 28 | Shortlisted |
| 1.00 | 29 | Shortlisted |
| 1.00 | 30 | Shortlisted |
| 1.00 | 31 | Shortlisted |
| 1.00 | 32 | Shortlisted |
| 1.00 | 33 | Shortlisted |
| 1.00 | 34 | Shortlisted |
| 1.00 | 35 | Shortlisted |
| 1.00 | 36 | Shortlisted |
| 1.00 | 37 | Shortlisted |
| 1.00 | 38 | Shortlisted |
| 1.00 | 39 | Shortlisted |
| 1.00 | 40 | Shortlisted |
| 1.00 | 41 | Shortlisted |
| 1.00 | 42 | Shortlisted |
| 1.00 | 43 | Shortlisted |
| 1.00 | 44 | Shortlisted |

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

| | | |
|---|---|---|
| 1.00 | 45 | Shortlisted |
| 1.00 | 46 | Shortlisted |
| 1.00 | 47 | Shortlisted |
| 1.00 | 48 | Shortlisted |
| 1.00 | 49 | Shortlisted |
| 1.00 | 50 | Shortlisted |

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

| Supplier | Score |
|---|---|
| Baker Consulting & Engineering, LLC | 89.67 |
| JBrown Professional Group Inc | 74.67 |
| England, Thims & Miller, Inc | 83.33 |
| Alpha Envirotech Consulting, Inc | 93.33 |
| Construction and Engineering Services Consultants Inc | 88.67 |
| Alliant Engineering, Inc. | 63.67 |
| Hanson Professional Services Inc. | 80.67 |
| Halff Associates, Inc. | 81.33 |
| Simes & Rosch, LLC | 89.00 |
| Dewberry Engineering Inc. | 82.67 |
| Landwise Design, Inc | 89.33 |
| Eng Engineering Inc | 82.00 |
| Castle Bay Design Studio LLC | 69.67 |
| Prime AE Group Inc | 76.67 |
| Kevin C. Knowles Civil Engineering, Inc. | 71.67 |
| Degrove Surveyors Inc. | 66.67 |
| Kimley-Horn and Associates, Inc. | 78.67 |
| VIA Consulting Services, Inc. | 93.67 |
| Pond & Company | 83.33 |
| Meskel & Associates Engineering, PLLC | 96.00 |
| Southeastern Surveying and Mapping Corporation | 74.00 |
| GAI Consultants Inc | 85.00 |
| WGI, Inc. | 78.33 |
| Carnahan, Proctor and Cross, Inc. | 70.00 |
| Loci Architects, LLC | 86.00 |
| CSI Geo, Inc. | 89.67 |
| Cogdell Studios | 81.67 |
| Osiris 9 Consulting, LLC | 81.00 |
| Raymond Engineering-Georgia, Inc | 75.33 |
| Alfred Benesch & Company | 79.00 |
| Metric Engineering Inc. | 71.67 |
| Four Waters Engineering | 89.33 |
| Russell Rowland Inc | 86.00 |
| Kasper Architecture and Development, Inc | 92.33 |
| NV5, Inc. | 75.33 |
| DLZ Florida, LLC | 69.33 |
| DRMP,INC. | 81.33 |
| Smith Surveying Group, LLC | 83.33 |
| Prime ABA Buyer Inc | 79.33 |
| WSB, LLCProspective | 77.67 |
| Almond Engineering, PA | 89.67 |

Docusign Envelope ID: 7CD862CD-0739-4BC3-8CAB-5592CAE74E07

| Supplier | Score |
|---|---|
| Haddad Engineering | 65.33 |
| PQH Group Inc. | 94.67 |
| Gresham Smith | 78.00 |
| Timothy Haahs & Associates, Inc. | 71.00 |
| NFPSProspective | 77.67 |
| Matthews Design Group | 72.33 |
| The Haskell Company | 75.33 |
| The Parris Company, Inc. | 75.67 |
| ** Strategic Logistics Express LLC | 48.67 |