Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

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: Design Build Downtown Complete Streets and Urban Trails

Requested Action and Justification:

Recommend approval to amend the agreement with Baker Design Build to Implement Amendment #4A which incorporates the attached scope and fee known as Exhibit E1 in the amount of in the amount of $312,372.96. The total spend to date is $9,138,900.40.

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

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

POA #:	70949-24	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	DB CDB-0058 23	**Contract #:**	70949-24	**Contract ADM #:**	4A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32111	**Center:**	153101	**Acct:**	565050	**Proj:**	010832	**Activity:**	0000000000	$	312,372.96
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 312,372.96	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT			
Concurrence:	Signed by: Scott Carter, PE 70991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	7/15/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	7/15/2026
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: B10F1D517352456...	7/21/2026
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman	

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

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

PAF Instructions
Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

Options: Period of time for each renewal or option.

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

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

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

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

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

Title: Title of person electronically signing form.

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

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

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Exhibit E1

BAKER
Design Build

APPROVED
By Ben Koeppen at 11:51 am, Jul 07, 2026

June 12, 2026

Benjamin Koeppen, P.E.
City of Jacksonville
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

RE: Liberty Street Bicycle Corridor Enhancements
Contract No. 70949-24

Dear Mr. Koeppen:

Baker Consulting & Engineering, LLC dba Baker Design Build is pleased to submit our proposal for the Design and Construction of the Liberty Street Bicycle Corridor Enhancements project.

We understand the City's vision to transform Liberty Street into a safer, more attractive, and highly functional multimodal corridor that enhances bicycle mobility while supporting the continued growth and revitalization of Downtown Jacksonville. The proposed improvements present an opportunity to create a connected urban corridor that improves safety for cyclists and pedestrians, enhances streetscape aesthetics, and provides long-term value to the community.

Our integrated design-build team has carefully reviewed the Design Criteria Package and understands the importance of balancing safety, constructability, aesthetics, utility coordination, parking operations, and budget considerations throughout the project. By combining engineering, estimating, scheduling, and construction expertise within a single team, Baker Design Build is uniquely positioned to deliver a cost-effective and constructible solution while maintaining the project schedule and budget objectives established by the City.

Included with this submittal are our proposed fees, schedule, and technical approach for completion of the required design, permitting, and construction services. Our team is committed to working collaboratively with City staff and stakeholders to develop a corridor improvement project that achieves the City's mobility, safety, and streetscape enhancement goals.

We appreciate the opportunity to submit this proposal and look forward to continuing our partnership with the City of Jacksonville. Should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

Tamara G. Baker, PE, SI, CGC, PhD
Chief Executive Officer
Baker Design Build

BAKER
Design Build

EXHIBIT B

Proposal for Engineering & Design-Build Services

BAKERDESIGN.BUILD - 219 N. Newnan St., 2nd Fl.| Jacksonville, FL 32202 | p 904-356-8520 | CA32489 | CGC1529326 | CUC1225571

This proposal is prepared in accordance with the Design Criteria Package (DCP) issued by the City of Jacksonville and outlines our technical approach, phased schedule, scope of work, and contractual compliance.

PROJECT UNDERSTANDING

Baker Design Build understands that the City of Jacksonville seeks to transform Liberty Street into a safer, more connected, and more attractive multimodal corridor through Downtown Jacksonville. The Liberty Street Bicycle Corridor Enhancement project extends approximately seven blocks from Bay Street to Beaver Street and is intended to improve bicycle safety, enhance pedestrian comfort, and provide streetscape improvements that support continued downtown redevelopment.

The City's vision includes the implementation of protected bicycle facilities, strategic landscaping, intersection enhancements, and corridor-wide improvements that clearly define travel modes while maintaining roadway functionality, parking access, and existing drainage infrastructure.

Our team recognizes the importance of balancing safety, constructability, aesthetics, maintenance requirements, and budget constraints. Baker Design Build's integrated engineering and construction capabilities allow us to evaluate design decisions in real time, ensuring that proposed improvements remain cost-effective, practical to construct, and maintainable over the long term.

Key project objectives include:

• Development of protected bicycle facilities along the Liberty Street corridor.
• Separation of cyclists from vehicular traffic through landscaping, concrete separators, and other durable separation treatments.
• Enhancement of pedestrian and streetscape environments through strategic landscaping and intersection improvements.
• Preservation of existing parking functionality while improving corridor organization and safety.
• Accommodation of existing drainage infrastructure and utility systems.
• Delivery of a complete corridor solution that maximizes project impact within the established budget.

The City has established a project budget of $2.7 million, inclusive of design, construction, permitting, and contingency.

PHASED PROJECT APPROACH

Phase 1 – Existing Conditions Assessment and Preliminary Design

• Project kickoff meeting with City staff and stakeholders.
• Collection and review of available City records and previous studies.
• Topographic and boundary survey.
• Utility coordination and subsurface utility investigation as required.
• Field verification of existing conditions.
• Evaluation of corridor constraints and opportunities.
• Development of preliminary corridor concepts and typical sections.
• Identification of permitting requirements and agency coordination needs.

Phase 2 – Design Development and Permitting

• Development of roadway, signing, pavement marking, landscaping, and streetscape plans.
• Design of protected bicycle lane facilities and corridor separation treatments.
• Evaluation and accommodation of existing drainage infrastructure.
• Design of intersection enhancements and bulb-outs where appropriate.
• Coordination with City Parking Operations regarding parking management and kiosk locations.

BAKER Design Build

• Utility coordination and conflict resolution.
• Preparation and submission of permit applications.
• Responses to agency review comments.

Phase 3 – Final Design and GMP Development

• Final construction plans and specifications.
• Updated project schedule.
• Construction sequencing and Maintenance of Traffic approach.
• Final permit approvals.
• Guaranteed Maximum Price and Guaranteed Completion Date.

Phase 4 – Construction and Closeout

• Maintenance of Traffic implementation.
• Erosion and sediment control measures.
• Demolition and removal of existing improvements as required.
• Installation of protected bicycle facilities.
• Pavement marking and signage improvements.
• Landscaping and streetscape enhancements.
• Utility coordination and protection.
• Construction quality control and documentation.
• Preparation of as-built drawings and project closeout documentation.

SCOPE OF SERVICES

• Civil Engineering – roadway design, corridor geometry, drainage evaluation, pavement markings, signing, MOT, utility coordination, and permitting.
• Landscape Architecture – streetscape design, landscaping, amenity zone enhancements, and resiliency features.
• Surveying – topographic and boundary survey services.
• Utility Coordination – Sunshine 811 coordination, utility conflict analysis, and agency coordination.
• Construction Management – cost estimating, constructability reviews, scheduling, and GMP development.
• Quality Control – formal QA/QC reviews throughout design development.
• Design-Build Construction Services – implementation of all approved improvements and project closeout documentation.

DESIGN-TO-BUDGET APPROACH

Baker Design Build recognizes that successful delivery of the Liberty Street Bicycle Corridor Enhancement project requires balancing safety, functionality, aesthetics, and constructability within the established project budget. Our integrated design-build model allows cost considerations to remain at the forefront throughout the design process rather than being evaluated after design completion.

From project initiation, our engineering, estimating, and construction professionals will work collaboratively to continuously evaluate design alternatives against available funding. Preliminary cost opinions will be developed alongside corridor concepts to ensure that proposed improvements remain aligned with budget expectations and project priorities.

Our team will focus first on implementing the core project objectives, including protected bicycle facilities, corridor safety enhancements, pavement markings, and critical intersection improvements. Additional enhancements such as landscaping, streetscape features, and resiliency elements will be evaluated and incorporated strategically where they provide the greatest benefit and can be delivered within available funding.

Throughout design development, Baker Design Build will provide ongoing cost validation, constructability reviews, and value engineering recommendations to identify opportunities for savings without compromising project quality or long-term performance. This approach minimizes redesign, reduces procurement risk, and provides the City with confidence that the final design can be successfully constructed within the established budget and schedule.

PROJECT DELIVERY PHILOSOPHY

Baker Design Build's integrated design-build approach provides a single point of responsibility from concept through construction. By combining engineering, estimating, scheduling, and construction expertise within one team, we are able to identify risks early, control costs, accelerate project delivery, and provide the City with a coordinated and efficient project experience.

Our goal is to deliver a safe, attractive, and highly functional bicycle corridor that enhances mobility, supports downtown redevelopment initiatives, and provides lasting value to the City of Jacksonville.

Exhibit E1

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

PART I - GENERAL

1. Project City of Jacksonville - Liberty Street Bicycle Corridor Enhancements	**2. Project No. / Contract No.** 70949-24
3. Name of Consultant Baker Consulting & Engineering LLC	**4. Date of Proposal** June 12, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	Total
Project Principal	$ 86.52	34	$ 2,941.68	$ 2,941.68
Project Manager/Engineer of Record	$ 77.87	84	$ 6,541.08	$ 6,541.08
Senior Staff Engineer - Civil	$ 68.33	128	$ 8,746.24	$ 8,746.24
Senior Staff Engineer - Structural	$ 68.33	0	$ 0.00	$ -
Designer/Staff Engineer - Civil	$ 54.24	140	$ 7,593.60	$ 7,593.60
Designer/Staff Engineer - Structural	$ 54.24	0	$ 0.00	$ -
QC/Field Engineer	$ 62.90	12	$ 754.80	$ 754.80
CAD Technician - Civil	$ 40.31	284	$ 11,448.04	$ 11,448.04
CAD Technician - Structural	$ 40.31	0	$ 0.00	$ -
GIS Specialist	$ 41.32	30	$ 1,239.60	$ 1,239.60
Cost Estimator	$ 57.50	60	$ 3,450.00	$ 3,450.00
Construction Manager	$ 77.87	20	$ 1,557.40	$ 1,557.40
Admin/Clerical/Permitting	$ 31.45	50	$ 1,572.50	$ 1,572.50
Professional Land Surveyor	$ 78.10	0	$ 0.00	$ -
Survey Operator	$ 27.11	0	$ 0.00	$ -
Survey Rodman	$ 23.86	0	$ 0.00	$ -
TOTAL: Direct Labor		842		**$ 45,844.94**
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate:	175	% x Total Direct Labor		$ 80,228.65
SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 126,073.59**

PART III - OTHER COSTS

7. Miscellaneous Direct Costs (Lump Sum)			
		$	$ -
SUBTOTAL: Miscellaneous Direct Costs			**$ -**
8. Subcontractor Costs			
Smith Surveying		$ 57,893.64	$ 57,893.64
EXP - Concept Plans	60%, 90% and 100%	$ 26,000.00	$ 26,000.00
McKim & Creed (SUE Investigation)		$ 26,000.00	$ 26,000.00
EXP - Landscape Design	60%, 90% and 100%	$ 34,008.19	$ 34,008.19
		$	
SUBTOTAL: Subcontractor Costs			**$ 143,901.83**
9. Reimbursable Costs (Limiting Amount)			
Additional VVH's as necessary		$ 9,000.00	$ 9,000.00
Reimbursible Expenses		$5,000.00	$ 5,000.00
SUBTOTAL: Reimbursable Costs			**$ 14,000.00**

PART IV - SUMMARY

10. Subtotal: (Lines Items 5, 6, 7, 8, 9)		**$ 283,975.42**
11. Design Builder Fee	x 10.0%	$ 28,397.54
12. GRAND TOTAL		**$ 312,372.96**

Consultant Work Order Proposal

June 10, 2026

Mr. Kyle Davis, P.E.
President
Baker Design Build
219 N. Newnan St. – 2nd Floor
Jacksonville, FL 32202

Re: Concept and Landscape Design on Liberty Street (from Bay Street to Beaver Street – 7 Blocks)

Dear Mr. Davis:

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

I. General

EXP will provide concept-level visualization services and targeted landscape architectural design focused on the space located between the bike lane and travel lanes. The landscape design approach will prioritize resilient, low-maintenance plantings that rely on stormwater and do not require irrigation systems, consistent with direction from the City. Services will emphasize development of concept plans and cross sections to support overall corridor design. We have structured our proposal to be consistent with the processes required by Local, State, and Federal requirements. Our proposed scope of services, schedule, and fee are as follows:

II. Scope of Work

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

Task 1 – Project Initiation and Coordination

EXP shall provide progress reports, engage in project meetings, and conduct administrative operations as needed throughout project duration.

Task 2 – Concept Plan Development

EXP shall develop up to four (4) concept plans, including integration with civil base plans and refinement of streetscape character, planting zones, and multimodal corridor elements.

Task 3 – Typical Cross Sections

EXP shall prepare up to three (3) enhanced typical cross sections with color and landscape zones illustrated, emphasizing planter bed configuration, multimodal relationships, and design intent.

Task 4 – Final Landscape Architectural Plans (Construction Level)

EXP shall provide landscape architecture plans (from Bay Street to Beaver Street – 7 blocks) consistent with the City of Jacksonville design standards. The plans will include detailed drawings for the following submittal requirements:

1. **General Notes**
2. **Landscape Plan**
3. **Landscape Details**
4. **Landscape Tabulation of Quantities**

Deliverables

The following deliverables will be produced:

- Color concept plans
- Color cross sections
- Construction-level landscape plans
- Three review cycles

III. Reporting

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

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

IV. Client Responsibilities

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

V. Length Of Service

It is anticipated that a duration of eight (8) months from Notice to Proceed is sufficient to complete all work required within this scope of services.

VI. Compensation

EXP will perform the above-mentioned services for a lump sum fee of sixty-five thousand eight dollars and nineteen cents ($65,008.19)**.** Invoicing will be based on percent completion based on monthly progress. If additional funds become necessary, EXP will notify Client of such, prior to exceeding the initial budget or subsequent amended budget. Invoices shall show the separate developments as 'Phases' with additional phases added upon reviews of other/future developments. The Client shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an

allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed five thousand dollars and zero cents ($5,000.00). Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Fee Amount**	**Fee Basis**
1	Project Administration and Coordination	$8,000.00	Lump Sum
2	Concept Plans Development	$12,000.00	Lump Sum
3	Cross Sections	$6,000.00	Lump Sum
4	Final Landscape Plans (7 blocks)	$34,008.19	Lump Sum
	Subtotal – Professional Services	$60,008.19	
	Allowance for Reimbursable Expenses	$ 5,000.00	Lump Sum
	TOTAL	$65,008.19	Lump Sum

[This space intentionally left blank]

IX. Additional Services / Exclusions

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

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

- Irrigation Design
- Lighting Design
- Hardscape Design
- Benefit Cost Analysis (BCA)
- Public Involvement
- Turning Movement Count Data Collection
- Preparation of traffic signal modification plans
- Preparation of traffic signal timing plans
- Preparation of roadway construction plans
- Preparation of signal location plans
- Drainage analysis
- Permitting
- Roadway, signage & pavement markings, drainage, water and sewer infrastructure design are not included.

- Wetland mitigation is not included
- Floodplain mitigation is not included
- Traffic, environmental, civil, geotechnical, architectural, MEP, structural, and survey services are not included

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

Signature

Tyler Blair / Transportation Manager
Name/Title

06/10/2026
Date

Baker Design Build
Approval:

Signature

Kyle Davis / Project Manager
Name/Title

Date

Work Order No.: _____

(Assigned by the Client upon approval, if applicable)

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

TERMS AND CONDITIONS

The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated June 10, 2026 (the "Agreement")
for the project "Concept and Landscape Design on Liberty Street" (the "Project")

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated June 10, 2026 (the "Agreement") for the project "Concept and Landscape Design on Liberty Street" (the "Project")

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated June 10, 2026 (the "Agreement") for the project "Concept and Landscape Design on Liberty Street" (the "Project")

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

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

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

12. **ASBESTOS AND HAZARDOUS MATERIALS DISCLAIMER.**

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

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

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

TERMS AND CONDITIONS

The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated June 10, 2026 (the "Agreement") for the project "Concept and Landscape Design on Liberty Street" (the "Project")

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

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

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

TERMS AND CONDITIONS

The following terms and conditions form an integral part of the proposal submitted to the Baker Design Build and dated June 10, 2026 (the "Agreement")
for the project "Concept and Landscape Design on Liberty Street" (the "Project")

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

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

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

PART I - GENERAL

1. Project	**2. Proposal No. / Contract No.**
Concept Planning and Landscape Design of Liberty Street Bicycle Corridor Enhancements	709424
3. Name of Consultant	**4. Date of Proposal**
EXP US Services, Inc.	June 09,2026

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 84.00	0	$ 0.00	
Project Manager/Engineer of Record	$ 75.60	24	$ 1,814.40	
Senior Landscape Architect	$ 74.52	80	$ 5,961.60	
Landscape Architect	$ 66.15	120	$ 7,938.00	
Designer/Staff Engineer	$ 60.90	80	$ 4,872.00	
Cost Estimator	$ 55.65	0	$ 0.00	
Designer/Staff Engineer	$ 52.50	0	$ 0.00	
GIS Specialist	$ 42.00	0	$ 0.00	
Surveyor Field Supervisor	$ 47.25	0	$ 0.00	
Cad Technician	$ 39.90	0	$ 0.00	
Utility Coordinator	$ 36.75	0	$ 0.00	
Clerical	$ 30.45	0	$ 0.00	
Surveyor Operator	$ 26.25	0	$ 0.00	
Surveyor Rodman	$ 23.10	0	$ 0.00	
Community Relations	$ 115.64	0	$ 0.00	
TOTAL DIRECT LABOR	$ 67.72	304		$ 20,586.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		165 % x Total Direct Labor		$ 33,966.90
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 54,552.90**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 5,455.29

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 65,008.19**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Exhibit E1

SMITH SURVEYING GROUP

June 04, 2026

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

Re: COJ Liberty St. Bicycle Corridor Topographic, Route, and SUE Surveying Proposal

Dear Kyle:

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

SCOPE OF WORK:

TASK 1. Prepare a Topographic and Route Survey (lidar will utilized for a portion) of the proposed design route along the public rights-of-way (see attachment A) for a project centerline length of approximately 2100 feet, plus 25 feet along the 6 side intersection streets, for a total project survey length of approximately 2250 linear feet. Width of the survey effort will be from Right of Way to Right of Way including the face of buildings. Our survey effort will include Topographic, Route, SUE R/W monumentation and tree survey of all trees 4 inches and larger. All hardscape including driveways, sidewalks, hedges, signs, mailboxes, and landscape planters will be located. Sanitary and Storm drainage structures along with sizes and type. All utilities including electric, gas, phone, water, fire hydrants, irrigation, fiber optic, junction boxes and poles. All above ground visible evidence of utilities will be located. The route survey shall be utilized for the purposes of a civil engineering design for the proposed Complete Streets Project. DTM will be produced from R/W to R/W including the face of buildings, per the specifications for length of project. Roadway Sections at 100 foot intervals on Right of Way to Right of Way. Smith Surveying Group will establish a limited right of way survey to retrace and reestablish the existing right of way lines and any parcel lines will be mapped per record plats and deed when available. No baselines, or replacement of missing property corners will be established for this project. See attached survey/sue estimates. Additional assistance will be required from JEA Water/ Wastewater and COJ Streets and Drainage for access into the Storm and Sanitary system in all of the required intersections and streets.

TASK 2. Provide SUE efforts to meet ASCE 38-02 Quality Level A and Level B. 10 Test holes will be included (see attached proposal from McKim & Creed).

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

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

We anticipate delivery of the **preliminary product within 90-120 days** from receipt of written Notice To Proceed, weather and site conditions permitting. Final deliverables shall be two (2) signed and sealed blueline prints, and an electronic drawing file, if requested. Additional sealed copies may be furnished at a nominal charge, if requested. We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached man hour estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

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

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

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

payment(s) from a third party.

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

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

Smith Surveying Group, LLC

Tom Smith, PSM
President

Accepted By:_____
Printed Name:_____
Date:_____

COJ Liberty St. Bicycle Corridor Topographic, Route and SUE Proposal

SURVEY ESTIMATE

Field Crew:	169 hours @ $180.02hr.	$	30,423.12
CADD Technician:	75 hours @ $130.00hr.	$	9,750.00
Principal	4 hours @$ 180.02hr.	$	720.12
PSM:	10hours @ $ 175.01	$	1,750.00
SUE Estimate		$	35,000.00
MOT Flagging Workzone		$	10,000.40
SSG Admin. of SUE		$	5,250.00
Total Estimated Fee		**$**	**92,893.64**

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Exhibit E1

CONTRACT FEE SUMMARY FORMAT FOR

PART I - GENERAL	
1. Project COJ Liberty Street Bicycle Corridor	**2. Task** Surveying & Mapping
3. Name of Consultant Smith Surveying Group, LLC	**4. Date of Proposal** 6/4/2026

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 65.46	4	$ 261.84	
Project Manager	$ 63.68	10	$ 636.80	
Project Surveyor	$ 63.64		$ 0.00	
CADD	$ 47.27	75	$ 3,545.25	
Survey Crew	$ 65.46	169	$ 11,062.74	
Admin	$ 16.37		$ 0.00	
TOTAL DIRECT LABOR		258		$ 15,506.63
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 23,259.95
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 38,766.58
8. PROFIT: Labor Related Costs (Iten	x		10%	$ 3,876.66

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Legal Descriptions, acquisitions	$ 0.00	$ -
		$0.00
10. SUBCONTRACTS (Lump Sum)		
SUE		$ 35,000.00
MOT		$ 10,000.40
Admin of SUE		$ 5,250.00
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ 50,250.40
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 92,893.64
11. REIMBURSABLE COSTS (Limiting Amount)		
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 92,893.64**

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Exhibit E1

McKIM&CREED

JUNE 3, 2026

Tom Smith, P.S.M.
President
Smith Surveying Group
9770 Baymeadows Rd., Suite 121
Jacksonville, FL 32256

RE: SUE SERVICES FOR THE CITY OF JACKSONVILLE'S LIBERTY STREET BICYCLE CORRIDOR ENHANCEMENT PROJECT JACKSONVILLE, FLORIDA

TOM,

McKim & Creed is pleased to submit this proposal for subsurface utility designation Quality Level "B" (QLB) and locating Quality Level "A" (QLA) services for the above referenced project.

OVERVIEW

Locating underground utilities is requested for the above referenced route. We will provide ASCE 38.02 Quality level "B" SUE investigation to designate utilities, and Quality Level "A" to visually verify utilities within the project limits (see Exhibit A). This route is comprised of the full Liberty Street right of way, commencing at Bay Street and terminating at East Beaver Street (See Exhibit A).

SCOPE

1. We will submit an 811 dig ticket in order to proceed with our scope.
2. We will submit necessary Right of Way/General Use Permits to the City of Jacksonville and FDOT
3. We will provide QLB designating to locate utilities along the route.
4. We will provide QLA locating to visually verify underground utilities using vacuum excavation. This proposal includes up to 10 test holes to be placed at the discretion of the Client. We anticipate that the majority of these test holes will be performed in hard surface/sidewalk/roadway. Therefore Maintenance of Traffic will be required to secure a safe work area.
5. We will submit photos, an overall sketch of utility locations and test hole sheets in a SUE report upon completion of fieldwork.

OUR PROCESS

- The Client will provide utility records or other supporting documents to us, if available.
- We will investigate the requested areas using electromagnetic (EM) and ground penetrating radar (GPR) equipment to locate utilities and will mark our findings with paint and flags.
- We will coordinate with Client on dig locations. We assume test hole locations will be accessible.
- We will create detailed field notes of our findings including site sketch and photos.

OUR FEE

Our **Not-to-Exceed** estimate for this project is **$35,000.00.**

Item	Description	Est Quantity	Units	Unit Price	Total Per Item
1	Vacuum Excavation Phase (10 test holes)	30	Hrs	$300.00	$ 9,000.00
2	Designating Phase	1	Lump Sum	$18,000.00	$ 18,000.00
3	Project Management Includes Reporting, Admin Costs, Permitting Fees	1	Lump Sum	$2,000.00	$ 2,000.00
4	Maintenance of Traffic	1	Lump Sum	$6,000.00	$ 6,000.00
				Total	**$ 35,000.00**

Additional test holes will be charged at $750 per hole, minimum of four test holes for mobilization.

SCHEDULE

We anticipate the utility designation taking three to four weeks to complete once notice to proceed has been given. Final field notes will be delivered promptly upon completion of fieldwork.

DELIVERABLES

The deliverables for this project fieldnotes, photos, site sketch, and SUE reports.

GENERAL CONDITIONS

The following attachments will be deemed as part of this proposal and agreement:

- Exhibit "A" – Site Map
- General Conditions

If acceptable, please return one signed copy of this document for our files. Our receipt of the executed copy of this proposal will serve as our Notice to Proceed. This proposal is valid for 30 days from the date of the proposal. If the proposal is not accepted within 30 days, we reserve the right to revise or withdraw the proposal entirely at our discretion.

We appreciate the opportunity to provide this proposal to you and look forward to working on the project with you.

Sincerely,

Jonathan Welker
Senior SUE Project Manager
McKim & Creed, Inc.

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

CLIENT

BY: _____ **DATE:** _____

TITLE: _____

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

ANALYST _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

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

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 11/17/2023

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

November 6, 2023

TO: Dustin Freeman
Chief of Procurement

FROM: Nina Sickler, P.E.
Director of Public Works

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

SUBJECT: Fee and Contract Award CDB- 0058-23 – CSPEC-
Baker Consulting & Engineering, LLC d/b/a Baker Design Build
Design Build Services for Downtown Complete Streets and Urban Trails

---

Presentations were conducted and evaluated and approval given for the final averaged scores and ranking. The Engineering Division has negotiated with the number 1 ranked Design/Build firm selected for Design Build Services for Downtown Complete Streets and Urban Trails resulting in the attached Contract Rate Schedules, Exhibit A. Baker Consulting & Engineering, LLC d/b/a Baker Design Build is committed to meeting the 20% JSEB participation goals established for this contract. The JSEB firms to be utilized are detailed on a separate attachment and will be used for each project amendment as applicable.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Baker Consulting & Engineering, LLC d/b/a Baker Design Build., for Design Build Services for Downtown Complete Streets and Urban Trails that includes the attached contract Rate Schedules, Exhibit A. The Period of Service will be project completion, with a maximum indebtedness of $8,000,000.00. All other terms and conditions are as provided in CDB-0058-23.

NS/lw

Attachment: Exhibit A
JSEB Participation

cc: Jonathan Page, P.E., Engineering and Construction Management

Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ Complete Streets	**2. Contract No.**
3. Name of Consultant Meskel & Associates Engineering, PLLC	**4. Date of Proposal** November 7, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal, P.E.	$ 74.21		$ 0.00	
Project Manager, P.E.	$ 70.19		$ 0.00	
Senior Engineer, P.E.	$ 72.36		$ 0.00	
Staff Engineer, E.I.	$ 32.20		$ 0.00	
CADD Technician/Drafter	$ 30.00		$ 0.00	
Senior Engineering Technician	$ 42.50		$ 0.00	
Field Inspector	$ 34.50		$ 0.00	
Clerical	$ 25.85		$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		$ -
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	200 % x Total Direct Labor			$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ -
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs				
Field Exploration				
Mobilization of Crew & Eq. -Truck Mounted Rig	$650.00	$	0.00	
Mobilization of Crew & Eq. -ATV/Track Mounted Rig	$1,200.00	$	0.00	
Movement of Crew & Eq. Between Boreholes	$185.00	$	0.00	
SPT Boring : 0 to 30 feet, per LF	$15.00	$	0.00	
SPT Boring : 30 to 50 feet, per LF	$17.50	$	0.00	
SPT Boring : 50 to 100 feet, per LF	$21.00	$	0.00	
SPT Boring : 100 to 150 feet, per LF	$28.00	$	0.00	
Wash Borings : 0 to 50 feet, per LF	$12.00	$	0.00	
Grouting of Borings, per LF	$8.00	$	0.00	
Undisturbed Samples of Soft Soils : 0 to 50 feet, each	$175.00	$	0.00	
Auger Borings, per LF	$13.00	$	0.00	
Addl Split-Spoon Samples, 0 to 50 feet, each	$45.00	$	0.00	
Addl Split-Spoon Samples, 50 to 100 feet, each	$50.00	$	0.00	
Addl Split-Spoon Samples, 100 to 150 feet, each	$55.00	$	0.00	
Setting 4-inch Casing, per LF	$12.00	$	0.00	
Pavement Core with Asphalt Patch	$90.00	$	0.00	
Difficult Drilling and Sampling/Muck Probes, per Hour	$225.00	$	0.00	
GPR Services – Utility Locates, Day	$1,300.00	$	0.00	
MOT Services – Lane Closure/Flagging Operation, Day	$2,500.00	$	0.00	
Laboratory Testing				
Natural Moisture Content, ea.	$18.00	$	0.00	
Sieve Analysis, ea.	$60.00	$	0.00	
Soil Gradation, ea	$90.00	$	0.00	
Organic Content, ea	$50.00	$	0.00	
Atterberg Limits, ea	$100.00	$	0.00	
Corrosion Series, ea	$250.00	$	0.00	
Triaxial Shear (UU), ea	$250.00	$	0.00	
Consolidation, ea	$600.00	$	0.00	
Limerock Bearing Ratio, ea	$350.00	$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ -
10. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$ -
11. REIMBURSABLE COSTS (Limiting Amount)				
			0.00	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ -

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 19, 2023

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

Dear Ms. Meskel:

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

Group 9 - Soil Exploration, Material Testing and Foundations

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

Group 10 - Construction Engineering Inspection

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

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

Approved Rates

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

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

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

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

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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Finance and Administration Department

CITY OF JACKSONVILLE

August 23, 2023

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

Re: JSEB Recertification Approved

Dear Ms. Meskel:

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

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

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

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

Sincerely,

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

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

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

PART I - GENERAL

1. Project D-B Services for Downtown Complete Steets and Urban Trails Projects Amendment 1: Project Data Organization and Planning	**2. Proposal No. / Contract No.** CDB-0058-23 / TBD
3. Name of Consultant Baker Consulting & Engineering LLC dba Baker Design Build	**4. Date of Proposal** October 10, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 84.00	0	$ 0.00	
Project Manager/Engineer of Record	$ 75.60	0	$ 0.00	
Surveyor	$ 71.40	0	$ 0.00	
Senior Staff Engineer	$ 66.15	0	$ 0.00	
QC/Field Engineer	$ 60.90	0	$ 0.00	
Cost Estimator	$ 55.65	0	$ 0.00	
Designer/Staff Engineer	$ 52.50	0	$ 0.00	
GIS Specialist	$ 42.00	0	$ 0.00	
Surveyor Field Supervisor	$ 47.25	0	$ 0.00	
Cad Technician	$ 39.90	0	$ 0.00	
Utility Coordinator	$ 36.75	0	$ 0.00	
Clerical	$ 30.45	0	$ 0.00	
Surveyor Operator	$ 26.25	0	$ 0.00	
Surveyor Rodman	$ 23.10	0	$ 0.00	
Community Relations	$ 115.64	0	$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		$ -
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		175 % x Total Direct Labor		$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ -
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ -

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

PART I - GENERAL

1. Project: Downtown Complete Streets and Urban Trails Projects	**2. Proposal No. / Contract No.**
3. Name of Consultant Alpha Envirotech Consulting, Inc.	**4. Date of Proposal** 11/8/2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 91.00	0	$ 0.00	0.00
Project Manager	$ 74.00	0	$ 0.00	0.00
Project Administrater	$ 51.00	0	$ 0.00	0.00
Senior Environmental Engineer/Scientist	$ 65.00	0	$ 0.00	0.00
Engineer/Geologist/Scientist/Field Inspector	$ 55.00	0	$ 0.00	0.00
GIS Specialist	$ 62.00	0	$ 0.00	0.00
Drafter or CADD Operator	$ 30.00	0	$ 0.00	0.00
Administrative Specialist	$ 25.00	0	$ 0.00	0.00
TOTAL DIRECT LABOR	#DIV/0!	0		$ -

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		$ -
8. PROFIT: Labor Related Costs (Item 7)	x 10%	$ -

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
Transportation & Shipping	at $0.655/mile	$ 0.00	
		$ 0.00	
		$ 0.00	
Other		$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ -
10. SUBCONTRACTS (Lump Sum)			
		$	
		$	
SUB-CONTRACT SUB-TOTAL			$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ -
11. REIMBURSABLE COSTS (Limiting Amount)			
		$	
		$	
		$	
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$ -
13. CURRENT CONTRACT AMOUNT	
14. AMENDED CONTRACT AMOUNT	$ -

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EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

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

Project Title: Design-Build Services for Downtown Complete Streets and Urban Trails Project

Proposal Number: CDB-0058-23 Total Base Proposal Amount (if applicable): $40M

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
Baker Consulting & Engineering LLC, dba, Baker Design Build	Women	Management/Supervision	>20%
Smith Surveying Group	Non-MBE	Mapping & Surveying	2%
Meskel Associates Engineering	Women	Geotechnical Engineering	2%
Alpha Envirotech Consulting	Asian/Women	Environmental Services	2%
All Construction Group	African-American/ Women	Concrete	5%
Halff	N/A	Design/Landscape	TBD
J.D. Hinson Company	N/A	Roadway/Earthwork/Utilities	TBD
Zyscovich	N/A	Design	TBD

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	$ TBD
Hispanic-American Participation Total	$ TBD
Native-American Participation Total	$ TBD
Asian-American Participation Total	$ TBD
Woman Participation Total	$ TBD
Non-MBE Participation Total	$ TBD

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

Signature of Proposer: Tamara J. Baker Title: CEO, PE, SI, CGC, PhD Date: 11/8/23

Print Name: Tamara Baker

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8

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

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

ANALYST _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

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

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 9/25/23

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

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Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

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

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

ANALYST for JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

---

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

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

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/28/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION Karen E. Bowling

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

Design Build Service for Downtown Complete Street and Urban Trail Project

CDB-0058-23

Total Points	30 Points	20 Points	10 Points	5 Points	10 Points	5 Points	10 Points	5 Points	5 Points	OVERALL	Rank
Vendors	Experience, Competence & Approach (similar projects)	Past Performance and Record of Professional Accomplishments	Availibility of Adequate Personnel, Equipment & Facilities	Recent, Current & Projected Workload	Overall Willingness to Meet Time and Budget Requirements	Volume of Current and Prior Work Performed for Using Agencies	Financial Responsibility	Location	Quality Control Plan	Total Points (100 max)	
Baker Design Build											
Robin Smith	30.00	20.00	10.00	4.00	8.00	3.50	4.00	5.00	5.00	89.50	
Jonathan Page	30.00	20.00	13.00	5.00	10.00	3.50	4.00	5.00	5.00	95.50	
Average										92.50	

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TITLE:DB- Downtown Compelte Streets and Urbal Trail Projects BID NO.: CDB-0058-23 OPEN DATE: 24 May 2023 @ 2 P.M. ANALYST: JACLYN STAMOS No. Invited: (75) No. Received (3) No Bids: (0) Recorded By: MELISSA PEIRCE Announcer: Ben Kemp	BAKER DESIGN BUILD	PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC	J.B. COXWELL CONTRACTING, INC
CONFLICT OF INTEREST:	Y	Y	Y
SUBMITTED JSEB FORMS 25% PARTICIPATION:	Y	N	N
SEALED FINANCIAL REPORTS:	Y	Y	N
PREQUALIFIED HORIZONTAL:	Y	Y	Y
INSURANCE AND BONDS:	Y	Y	Y
LICENSE AND QUALIFICATIONS:	Y	Y	Y
Ex Offenders Forms:	Y	Y	N
ADDENDUMS (2) :	Y	Y	N

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Docusign Envelope ID: 3DAB3370-4419-4EA1-8C87-9A40AE32CD0C

Attachment B
Evaluation Matrix

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

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

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

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

EVALUATION CRITERIA:

I. **EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR DESIGN-BUILD PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL). (30 Point Value)**
Provide concise information pertaining to professional qualifications, experience, and competence of the Design Build Team or individual firms of the Design Build Team as follows:

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

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

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

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

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

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

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

Provide concise information describing:

1. For the DBF including the Design Build team, provide information demonstrating the firm's qualifications for performing work included in this RFQ. The information shall consist of a list of project experience in the past five (5) years, including year(s) of design and/or construction experience. Provide a separate list of design and construction projects performed by members of the DBF team for the City. (This information may be included in the appendices and will not be counted against the 25-page limit.)
2. For each project listed, provide:
   b. A brief description of the project,
   c. Name of owner for whom the work was performed,

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d. Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.
(This information may be included in the appendices and will not be counted against the 25-page limit.)

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

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

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

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

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

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

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

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

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

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

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

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

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

Provide a list of on Attachment A-1 of all local government projects on which Contractor has been awarded fees during the past five (5) years. Include those projects on which the firm was awarded as a prime contractor. Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the Procurement] Department"; and with any of Buyer's Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state.

VII. FINANCIAL RESPONSIBILITY (10 Point Value)

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

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

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

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

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

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

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

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

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

VIII. LOCATION (5 Point Value)

Document the location of Contractor's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are

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closest to Jacksonville, Florida, the number of employee assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

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

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

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

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

X. **ORAL INTERVIEWS**

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

XI. **SOQ POINT VALUE FOR EACH EVALUATION CRITERION**

The maximum number of points as shown below may be awarded by the QES of the CSPEC to the DBF based on verifiable information provided in the SOQ for each evaluation category listed and described herein. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

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

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Item in Attach B	Item's Title	Maximum Number of Points
I	Experience, competence in and approach to the design and construction of various similar design-build projects	15 (Design) 15 (Constr)
II	Past professional accomplishments and performance	10 (Design) 10 (Constr)
III	Availability of adequate personnel, equipment, and facilities	5 (Design) 5 (Constr)
IV	Current Workload	5
V	Overall willingness to meet time and budget requirements for the projects	10
VI	The volume of current and prior work performed for using agencies shall be considered a minus factor	5
VII	Financial responsibility	10
VIII	Location	5
IX	Quality control plan (design & construction)	5
X	Oral Interviews	30
Maximum Score		**130**

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5

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

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

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

ANALYST: JACLYN STAMOS

RESPECTFULLY SUBMITTED: DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

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

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/9/23

APPROVED ✓ DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

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