Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

# 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: Professional Services for Metropolitan Park Design

**Requested Action and Justification:**

Recommend approval to amend the award with Civitas, Inc. to incorporate Amendment #2 to implement the scope and fee, Exhibit E-F which will include supplemental design services (including Contamination Testing, SUE Exploration, UAO Coordination, and Structural Engineering in the amount of $367,643.58. The new total not to exceed will be $5,466,338.16. period of service will be from date of executed contract through project completion.

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

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Civitas Inc | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 08/01/2022 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 70786-23 | **PO #:** | 666504-24 | **Change Order #:** | N/A |
| **Solicitation #:** | PDS P-34 22 | **Contract #:** | 70786-23 | **Contract ADM #:** | 2 |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

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

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 32124 | **Center:** | 153119 | **Acct:** | 565051 | **Proj:** | 010594 | **Activity:** | 0000000000 | $ 367,643.58 |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |
| **Fund:** | | **Center:** | | **Acct:** | | **Proj:** | | **Activity:** | | $ |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | $ 5,466,338.16 | **Contingent Amt:** | $ 0.00 | **DMP/ODPO Amt:** | $ 0.00 |

| | | | | |
|---|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT | | | |
| **Concurrence:** | Signed by: Scott Carter, P.E. 20991F9ADFC947E... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT | 3/18/2026 |
| **Concurrence:** | 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS | 3/19/2026 |
| **Concurrence:** | | **Title:** | | |
| **Concurrence:** | | **Title:** | | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 4C8860FACE2449C... | **Chief of Procurement:** | Signed by: 3/24/2026 B10F1D517352456... |
| **Name:** | Kemp, Benjamin | **Name:** | Dustin L. Freeman |

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

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# PAF Instructions
## Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

Exhibit E

CIVITAS

APPROVED
By Ben Koeppen at 2:44 pm, Mar 17, 2026

## ADDITIONAL SERVICES AGREEMENT:

PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR JACKSONVILLE METROPOLITAN PARK – DESIGN AND CONSTRUCTION PHASE SERVICES

**Updated March 16, 2026**

**CIVITAS PROJECT # 2-22-0036**

**PROJECT INFORMATION**

**Owner:**

City of Jacksonville
Ed Ball Building 214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
Jill Enz,

**Landscape Architectural Consultant:**

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303)571-0053 phone
Scott Jordan, Principal in Charge
Mark Johnson, Consulting Principal
Juliana de Affonseca, Project Manager

**Subconsultant(s) to Civitas for this Phase:**

Halff - Local LA/Coastal/Environmental
Populous - Event Arch/Programming
Hanson Professional Services - Civil
ADG – Community Engagement
Meskel and Associates – Geotech
Morales Consulting Eng - Marine Structural
The Ohmega Group – Electrical/Lighting
ACON Construction Co – Cost Estimation
Zinn Architecture + Interiors – Architecture
Smith Surveying Group – SUE Survey
Peters Yaffee – Traffic Engineering
ETM Associates – Maintenance Manual
Clary – Survey Support

CIVITAS

**SITE INFORMATION**

Jurisdiction: Jacksonville, Florida

Total Site Area: 15 Acres

Total Project Budget: $28.5M (Site Work – excludes soft costs)

**GENERAL SCOPE OF SERVICES**

To supplement the design phase services the following additional services/scopes of work will be completed.

1. Contamination Testing and Reporting
   Consultant to complete initial testing and report for up to nine (9) soil borings up to twenty (20) feet deep and provide preliminary report. Based on the findings the initial testing, the consultant will provide soil boring and testing for up to forty-eight (48) boring locations to more comprehensively understand the extents and types of contamination.

   Deliverables: Preliminary Site Assessment Report and Second Addendum to the preliminary report describing the investigation methodology, field and laboratory results, conclusions, and recommendations.

2. Supplemental Surveying and SUE Exploration.
   As the detailed design and initial survey have been completed, the extent and need for subsurface locates and expanded survey information is required. Consultant to complete Provide supplemental SUE Level A & Level B locations including 10 additional vacuum excavations.

   Deliverable: Complete survey for complete project boundary with four (4) signed and sealed prints, and an electronic drawing file.

3. UAO Coordination and Supplemental Storm Water Modelling.
   Based on new information provided by survey and contamination testing, the following supplemental services will be provided by consultant.
   i. UAO Coordination – at the request of the COJ, the Consultant will represent the COJ for Utility Agency Coordination to determine the possibility of relocating existing utilities into the proposed relocated right-of-way, and within a proposed utility easement to accommodate the proposed park design. Services include coordination with Utility agencies, in-field meetings,

CIVITAS

collecting and reviewing plans provided by Utility Agencies, and preparing Utility Adjustment exhibits.

Deliverables: Meeting Notes, and Utility Adjustment Exhibits.

ii. Storm Water Modelling – consultant to provide supplement storm water modelling to consider on-site treatment versus mitigation bank credits.

4. Supplemental Structural Engineering
   Based on the design changes since conceptual design and the inclusion of additional site features, additional structural engineering.

5. Soil and Water Management Plan
   Based on results from the Contamination testing and reporting the consultant will provide Soil and Water Management Plan (SWMP).

6. Supplemental Storm Water Utility Support
   With the completion of SUE and Survey work, it was determined that the functionality of a storm sewer line identified by an existing man-hole could not be determined. This effort will include field review and assessment to determine if the line remains active and can be used as part of the project drainage design.

**FORM OF CONTRACT**

Labor for services described in this proposal would be provided under a fixed-fee agreement.

**ADDITIONAL SERVICES**

When the Owner or Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas to the Owner/Client. This request must be approved by the Owner/Client prior to Civitas beginning the additional work. Based on the Owner's/Client's and Civitas' needs, the additional service may be considered an additional billing group or may be added to the overall contract amount.

**DETAILED FEE BREAKDOWN**

See Exhibit B CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

**TERMS OF AGREEMENT**

A. Per Original Agreement

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

Exhibit F

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Second Contract - Design and Construction Phase Services | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Civitas Inc. | **4. Date of Proposal**<br>March 16, 2026 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Senior Principal | $ 99.00 | | $ 0.00 | |
| Principal | $ 88.00 | 20 | $ 1,760.00 | |
| Project Manager | $ 45.00 | 40 | $ 1,800.00 | |
| Designer | $ 40.00 | | $ 0.00 | |
| QA/QC | $ 75.00 | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 59.33 | 60 | | $ 3,560.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 5,340.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 8,900.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x **10%** | $ 890.00 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ | |
| Transportation & Shipping | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| Halff - LA \| Environmental | $ | |
| Hanson Professional Services - Civil | $ 65,332.70 | |
| Populous - Event Programming | $ | |
| Meskel Associates - Geotech | $ 106,384.69 | |
| Morales Consulting Engineers - Marine Structural | $ 50,767.20 | |
| The Ohmega Group - Electrical \| Lighting | $ | |
| Smith Surveying Group | $ 86,354.48 | |
| ACON - Cost Estimator | $ | |
| ADG - Engagement | $ | |
| Zinn Architecture - Architecture | $ | |
| Peters Yaffee - Traffic Engineer | $ | |
| ETM Associates | $ | |
| T2 UES, INC d/b/a T2 Utility Engineers | $ 46,514.51 | |
| Clary - Survey Support | $ 2,500.00 | |
| SUB-CONTRACT SUB-TOTAL | | $ 357,853.58 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 367,643.58** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 5,098,694.58 |
| **TOTAL AMENDED CONTRACT AMOUNT** | $ 5,466,338.16 |

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Exhibit F

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

July 15, 2025

Civitas, Inc.
1200 Bannock Street
Denver, Colorado 80204

Subject: Proposal for Preliminary Site Assessment Addendum
Metropolitan Park
Jacksonville, Florida
MAE Proposal No. 250438

Ms. Juliana De Affonseca,

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

## Project Information

On May 3, 2024, MAE issued a Preliminary Site Assessment Report (PSAR) for this site on behalf of Civitas and the City of Jacksonville. Five soil borings were installed and developed into five temporary monitoring wells. Other than light amounts of rock and brick debris in two borings, no significant amounts of buried debris was identified at the boring locations. Five soil samples and five groundwater samples were collected and analyzed for Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), the 8 RCRA Metals, Total Recoverable Petroleum Hydrocarbons (TRPH), and Organochlorine Pesticides. The results of the analysis indicated no contaminants of concern were identified in the five groundwater samples. Three out of the five soil samples had benzo(a)pyrene equivalence concentrations above Soil Cleanup Target Levels (SCTLs). Two of the five soil samples had concentrations of TRPH and the metals arsenic, chromium, and lead above SCTLs.

Based on proposed construction plans, Civitas has requested that a PSAR Addendum be prepared that will include additional assessment of the soils at nine locations of proposed construction soil disturbance. This includes a pump station proposed for the northwest portion of the site, and areas on the southwest and south-central portion of the site.

## Environmental Scope of Work

The objective of this assessment is assess soils in the areas requested by Civitas. The scope of work provided is not meant to delineate known impacts or to meet all the requirements of a Site Assessment per Chapter 62-780, Florida Administrative Code.

**TASK 1** – The locations of nine proposed soil borings shall be staked with coordinates recorded by GPS by MAE. In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system.

**TASK 2 -** MAE will contract a direct push drilling service to install nine soil borings at the site. Soil borings will include one soil boring to a depth of 20 feet below ground surface (bgs) at the proposed pump station on the northwest portion of the site, and eight soil borings to 10 feet bgs at the designated locations on the southwest and south portions of the site. All soil samples will be screened by MAE personnel using an

Organic Vapor Analyzer (OVA) equipped with a Photo Ionization Detector (PID) at 1 foot intervals and to 1 foot below the water table. Two soil samples will be collected from each of the 10 feet deep soil borings and three soil samples will be collected from the 20 feet deep soil boring. One sample will be collected within the upper two feet of each boring to represent direct exposure conditions. The other samples will be collected from another depth within the boring profile based on highest PID reading, the presence of buried debris, or near the bottom of the boring. These nineteen (19) soil samples will be analyzed for Polynuclear Hydrocarbons (PAHs) by EPA Method 8270, TRPH by the FL-PRO Method, and the metals arsenic, chromium, and lead by EPA Method 6010. Samples will be submitted to a NELAC-certified laboratory.

**TASK 3 –** Upon receipt of preliminary metals analysis, MAE will instruct the laboratory to analyze the five (5) samples with elevated metal concentrations and from different areas of the site for the 8 RCRA Metals by Toxicity Leaching Procedure (TCLP). This analysis will identify if metals are present in these soil samples that would be considered Characteristically Hazardous for waste disposal purposes.

All soil borings will be backfilled with native materials and borings installed in paved areas will be patched with asphalt concrete cold patch if needed. No drums of investigative derived waste will be generated.

## Reporting

At the completion of the investigation and the receipt of laboratory analysis, MAE will prepare a Preliminary Site Assessment Report Addendum describing the investigation methodology, field and laboratory results, conclusions, and recommendations.

**COST ESTIMATE/PROJECT SCHEDULE**

We are prepared to initiate project activities immediately upon the receipt of authorization. Please allow up to two weeks for the scheduling of drilling services and utility clearance. The field work should be completed in one day. An additional 3 to 4 weeks will be required for laboratory testing and reporting; the whole duration of our work is expected to be 5 to 6 weeks.

Based on the noted scope of work, our budgeted fee to perform the investigation identified in this proposal is **$18,845.25**. Our fees are summarized on the attached "Exhibit B, Contract Fee Summary Format for Engineering Division, City of Jacksonville, Florida." This cost is based on standard laboratory turnaround of 10 business days.

Verbal results will be provided upon receipt of the laboratory results and the final report will be issued within three to four weeks following completion of field sampling. If you require a different time schedule, please contact us so that we can work with you to meet your needs.

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

Sincerely,
**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)**

Marlon Verceles, E.I.
Staff Engineer

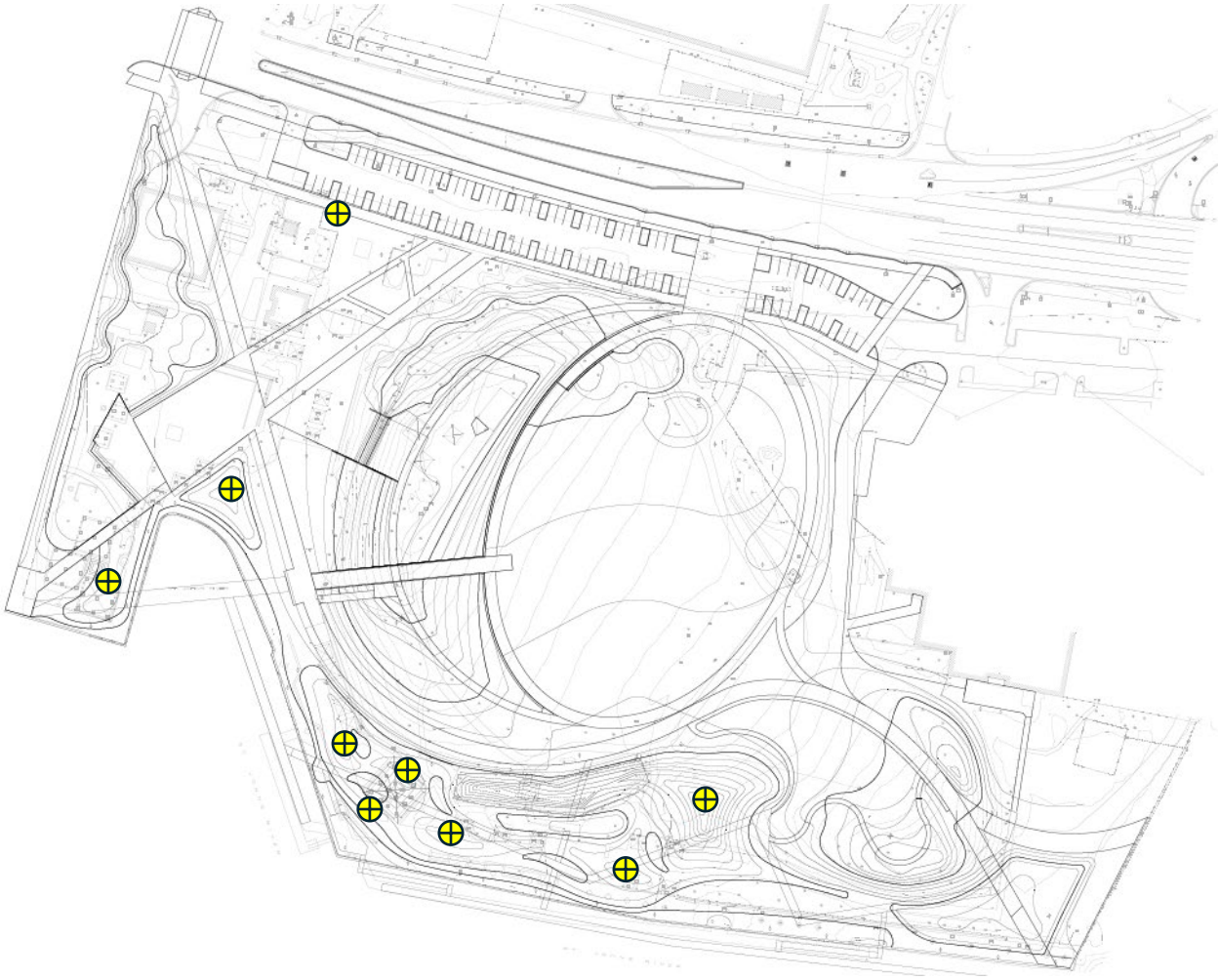
Maximilian Kemnitz, P.E.
Senior Project Engineer

Distribution: Ms. Juliana De Affonseca – Civitas, Inc.

Attachments: Exhibit B, COJ Fee Summary
Figure 1. Proposed Boring Location Plan

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274





LEGEND:

⊕ Requested / Proposed Boring and Environmental Sampling Locations

**Figure 1. Requested / Proposed Boring Location Plan**

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

Exhibit F

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

October 28, 2025 - Revised

Ms. Juliana De Affonseca
Civitas, Inc.
1200 Bannock Street
Denver, Colorado 80204

Subject: Proposal for Preliminary Site Assessment Second Addendum
Metropolitan Park
Jacksonville, Florida
MAE Proposal No. 250627

Dear Ms. De Affonseca:

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

## Project Information

On May 3, 2024, MAE issued a Preliminary Site Assessment Report (PSAR) and on September 19, 2025, MAE issued a PSAR Addendum for this site on behalf of Civitas and the City of Jacksonville. Previous work included the sampling of soil borings and temporary monitoring wells. Other than light amounts of rock and brick debris in two borings, no significant amounts of buried debris was identified at the boring locations. Based on sampling efforts, soil impacts were identified including Polynuclear Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), and the metals arsenic, chromium, cadmium, and lead. Characteristically hazardous soil impacted with lead was found in our PSAR Addendum Boring ENV-2.

Based on proposed construction plans, Civitas has requested that a PSAR Second Addendum be prepared that will include additional assessment of the soils across the project site.

## Environmental Scope of Work

The objective of this assessment is assess soils in the areas requested by Civitas and the City of Jacksonville. This scope will include 48 borings at the following locations: 5 borings to 10 feet for delineation of characteristically hazardous soil in the area of previous Boring ENV-2; 33 borings to 6 feet for an assessment of the entire project area in the form of an approximate 100- to 200-foot grid with some select locations with small structures are features; and 9 borings to 10 feet and 1 boring to 15 feet at specific locations at the site with potential disturbance due to planned construction and potential shallow excavations required to facilitate the planned construction. The scope of work provided is not meant to fully delineate known impacts or to meet all the requirements of a Site Assessment per Chapter 62-780, Florida Administrative Code.

**TASK 1** – The locations of 48 proposed soil borings shall be staked with coordinates recorded by GPS by MAE. In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system.

**TASK 2 –** MAE will install five borings to 10 feet bgs in the area of Boring ENV-2 and a radius of approximately 25 feet from ENV-2. MAE will collect soils from 2 feet, 4 feet, 6 feet, 8 feet, and 10 feet below ground surface (bgs) and analyze these 50 soil samples for lead by EPA Method 6010. Based on these results, MAE will analyze 10 soil samples with the highest lead concentrations for TCLP lead.

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274



**TASK 3 –** Using an approximately 100 feet to 200 feet grid across the entire project site, MAE will install up to 33 soil borings to 6 feet bgs. MAE will collect soil samples from 6-inches, 2 feet, 4 feet, and 6 feet bgs and analyze these 132 samples for PAHs by EPA Method 8270, TRPH by the FL-PRO Method, and the metals arsenic, chromium, cadmium, and lead by EPA Method 6010. Based on metal results, up to 18 soil samples with the highest metal concentrations will be analyzed for TCLP arsenic chromium cadmium, and lead.

**Task 4 –** Based on preliminary development plans, future structures and embankment cuts, MAE will install nine (9) soil borings to 10 feet bgs and one (1) soil boring to 15 feet bgs. MAE will collect soil samples from 0.5 feet, 2 feet, 4 feet, 6 feet, and 10 feet for the 10-foot borings, and an additional sample from 15 feet for the 15-foot boring. MAE will analyze these 51 samples for PAHs by EPA Method 8270, TRPH by the FL-PRO Method, and the metals arsenic, chromium, cadmium, and lead by EPA Method 6010.

Samples will be submitted to a NELAC-certified laboratory. All soil borings will be backfilled with native materials and/or bentonitic hole plug and borings installed in paved areas will be patched with asphalt concrete cold patch as needed. No drums of investigative derived waste will be generated.

## Reporting

At the completion of the investigation and the receipt of laboratory analysis, MAE will prepare a Preliminary Site Assessment Report Second Addendum describing the investigation methodology, field and laboratory results, conclusions, and recommendations.

## COST ESTIMATE/PROJECT SCHEDULE

We are prepared to initiate project activities immediately upon the receipt of authorization. Please allow up to two weeks for the scheduling of drilling services and utility clearance. The field work should be completed within 4 to 5 days. An additional 3 to 4 weeks will be required for laboratory testing and reporting; the whole duration of our work is expected to be approximately 8 weeks.

Based on the noted scope of work, our budgeted fee to perform the investigation identified in this proposal is **$79,656.40**. Our fees are summarized on the attached "Exhibit B, Contract Fee Summary Format for Engineering Division, City of Jacksonville, Florida." This cost is based on standard laboratory turnaround of 10 business days.

Verbal results will be provided upon receipt of the laboratory results and the final report will be issued within three to four weeks following completion of field sampling. If you require a different time schedule, please contact us so that we can work with you to meet your needs.

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

Sincerely,
**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)**

Gabriel S. Pastrana, PE
Professional Associate Engineer

Maximilian Kemnitz, PE
Senior Geotechnical Engineer

Distribution: Ms. Juliana De Affonseca – Civitas, Inc.

Attachments: Exhibit B, COJ Fee Summary
Figure 1. Proposed Conceptual Boring Location Plan

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

Exhibit F

N

0' 100' 200'

**LEGEND**

- GRID & SELECT BORINGS TO 6 FT
- ELEMENT SPECIFIC BORINGS TO 10 FT
- ELEMENT SPECIFIC BORINGS TO 15 FT
- ENV-2 LOCATION BORINGS TO 10 FT

| | |
|---|---|
| Project Manager: | MK |
| Drawn by: | MK |
| Checked by: | GP |
| Approved by: | GP |

| | |
|---|---|
| Project No. | 0352-0001A |
| Scale: | AS SHOWN |
| File Name: | 0352-0001A.BLP |
| Date: | 9/24/2025 |

MAE Meskel & Associates Engineering

3728 PHILIPS HIGHWAY, SUITE 208, JACKSONVILLE, FL 32207

PH. (904) 519-6990 • FAX (904) 519-6992 • www.MeskelEngineering.com

CONCEPTUAL ENVIRONMENTAL BORING LOCATION PLAN

METROPOLITAN PARK
JACKSONVILLE, FLORIDA

FIG NO. 1

Exhibit F

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park - Environmental PSAA & PSAA 2nd Addendum | **2. Proposal No. / Contract No.**<br>COJ P-34-22 |
| **3. Name of Consultant orSubconsultant:**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>7/14/25 and 10/28/2025 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 77.03 | 6 | $ 462.18 | $ 462.18 |
| Sr. Project Engineer | $ 74.76 | 67 | $ 5,008.92 | $ 5,008.92 |
| Project Manager | $ 51.00 | 12 | $ 612.00 | $ 612.00 |
| Staff Engineer | $ 32.20 | 18 | $ 579.60 | $ 579.60 |
| Senior Engineering Technician | $ 33.00 | 24 | $ 792.00 | $ 792.00 |
| CADD/Computer Technician | $ 26.10 | 16 | $ 417.60 | $ 417.60 |
| Secretary/Clerical | $ 25.30 | 8 | $ 202.40 | $ 202.40 |
| | | | $ | |
| **TOTAL DIRECT LABOR** | $ 53.47 | 151 | | $ 8,074.70 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | **200** % x Total Direct Labor | | $ 16,149.40 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 24,224.10** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x **10%** | $ 2,422.41 |

**PART III - OTHER COSTS**

| | | | | |
|---|---|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | | | |
| **Environmental Field Exploration** | | | | |
| Soil Borings, Soil Sampling | 1 | $ 21,100.14 | $ 21,100.14 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **Laboratory Testing per 250438 and 250627** | | | | |
| Analytical Chemistry Tests (19) | 1 | $ 50,755.00 | $ 50,755.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 71,855.14 |
| **10. SUBCONSULTANTS (Lump Sum)** | | | | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | | | |
| | | | $ | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 98,501.65** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 391,441.60 |
| **TOTAL AMENDED CONTRACT AMOUNT** | $ 489,943.25 |

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Exhibit F

SMITH SURVEYING GROUP

**Revised: December 19, 2025**
October 30, 2025

Scott Jorden
**Civitas**
1200 Bannock St.
Denver CO. 80204

**RE:** SUE Level A & B Survey work on Jacksonville Metropolitan Park 17.2 acres

Dear Scott,

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 Email conversations, 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 SERVICE:

**TASK 1.** Provide SUE Level A & Level B locations includes 10 VVH's.
Halff Associates will provide the the SUE Level A & B.
Smith Surveying Group will provide all horizontal and vertical locations for SUE test holes.

Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida East Zone. Vertical datum shall be referenced to NAVD 1988.

Final deliverables shall be four (4) signed and sealed prints, and an electronic drawing file. 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. Estimated fees will not be exceeded without prior written authorization from the CLIENT. Please allow **60** to **90** days from notice to proceed for preliminary delivery of the Boundary surveys.

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 Survey Group 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 Survey Group for all fees, charges and services provided for the project, not exceeding any contractual limits specified herein.

Smith Survey Group 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

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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 Survey Group 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 Survey Group 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 Survey Group 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 Survey Group 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 Survey Group 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.

**SUE Level A & Level B locations**

**Task 1**

| | |
|---|---|
| **Survey/SUE Estimated Fee:** | **$ 43,903.48** |
| **Surveying Amendment1** | **$ 7,500.00** |

**Smith Surveying Group**

Thomas J. Smith, PSM

Accepted By:_____
Printed Name:_____
Date:_____

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# PHASE 1000 SUBSURFACE UTILITYENGINEERING SERVICES ASA-01

Services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities."

## TASK 100: UTILITY DESIGNATING (QUALITY LEVEL - B)

**Halff Associates, Inc.** will perform a utility investigation to designate utilities depicted within the red polygon onExhibit "B". The limit of this task is approximately 17.2 acres of Metropolitan Park to include Gator Bowl Blvd. from the south Right of Way to the back of curb along the EB lane.

All workwill be performed using a combination of GPR, electromagnetic signal induction/conduction, and visible evidence of above ground utility appurtenances.

The deliverable items for this task will be the designations marked with paint and/or flags together with a PDF field sketch depicting designated utilities by Halff.

Available utility records will be provided to Halff by the Client. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined using utility records and oral recollections. In these areas, the information will be considered Quality Level-D.

## TASK 200: UTILITY LOCATING (QUALITY LEVEL A)

Halff will perform up to 10 vacuum excavations on utilities determined by the EOR.

Deliverables for the Quality Level-A Test Hole excavation will be an 8.5-in. x 11-in. Test Hole Data Form in a PDF format for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility as well as photos.

This scope of services includes all test holes performed up to three mobilizations.

## SCHEDULE

- Halff will complete the Quality Level-B investigation within thirty (30) calendar days upon receipt of written notice to proceed and approval of permits written above.
- Halff will complete the Quality Level-A investigation within thirty (30) calendar days upon receipt of the test hole layout and approval of permits written above.
- Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.
- Work performed in the right-of-way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather

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**EXCLUSIONS:**

- Surveying of utilities
- Permitting
- Irrigation services
- Concrete coring
- Right of Entry

| Phase 1000 | | SUBSURFACE UTILITY ENGINEERING SERVICES | | |
|---|---|---|---|---|
| | Task 100 | Utility Designating (Quality Level B) | $26,263.00 | LS |
| | Task 200 | Utility Locating (Quality Level A) | $8,688.00 | LS |
| | TOTAL | | $34,951.00 | LS |

**Exhibit "B"**

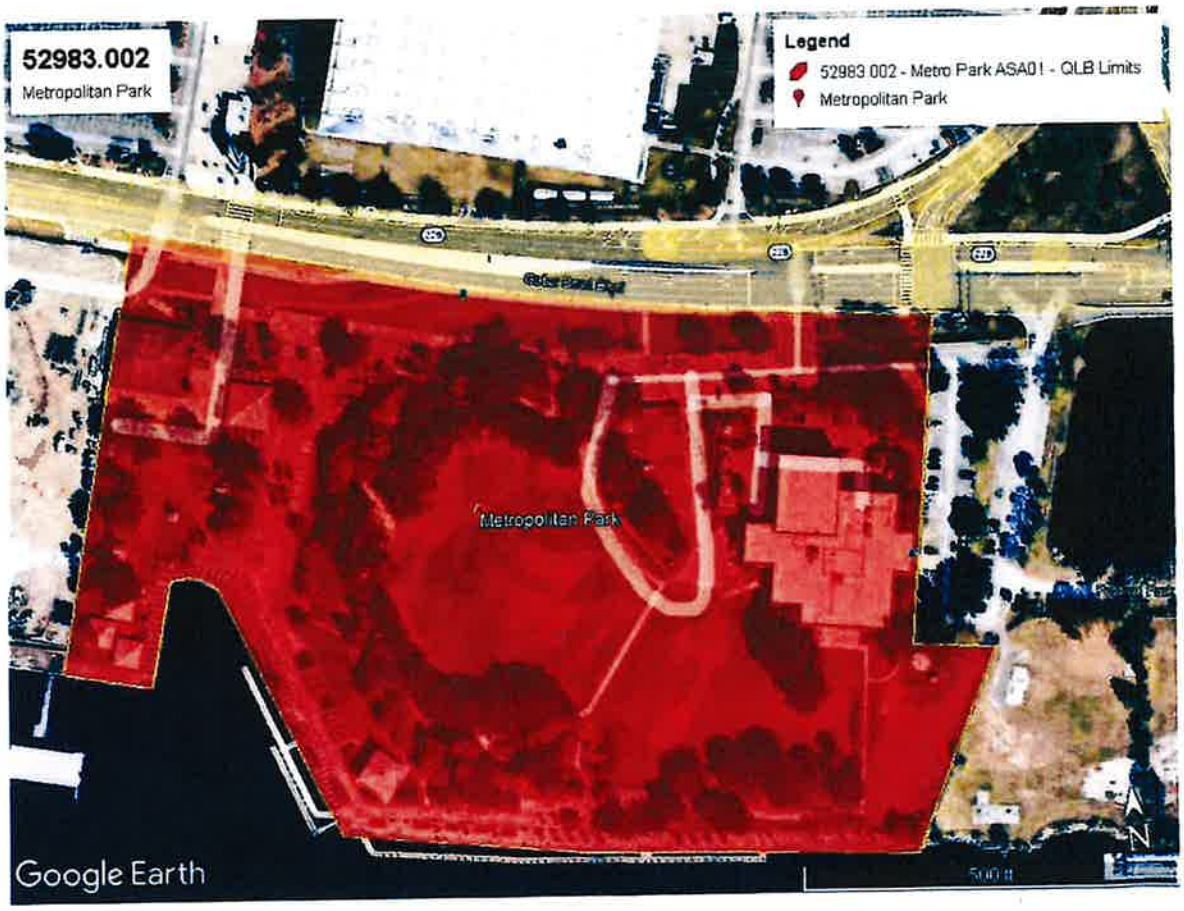

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Exhibit F

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Third Contract - Supplemental Survey + Utilties | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Smith Surveying Group LLC | **4. Date of Proposal**<br>December 19, 2025 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principle Engineer | | | $ 0.00 | |
| Project Manager | | | $ 0.00 | |
| Design Engineer | | | $ 0.00 | |
| Designer or Technician | | | $ 0.00 | |
| Drafter | | | $ 0.00 | |
| Field Inspector | | | $ 0.00 | |
| Clerical | | | $ 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 (Lump Sum)** | | | |
| Printing | $ | 0.00 | |
| Transportation & Shipping | $ | 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | | |
| - Survey | $ | 51403.48 | |
| - SUE | $ | 34951 | |
| | $ | | |
| | $ | | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | | $ 86,354.48 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | | |
| | $ | | |
| | $ | | |
| | $ | | |
| | $ | | |
| | $ | | |
| | $ | | |
| SUB-TOTAL REIMBURSABLES | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 86,354.48** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 101,648.48 |
| **TOTAL AMENDED CONTRACT AMOUNT** | $ 188,002.96 |

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Exhibit F

PH 904-737-0090
HANSON-INC.COM
8075 Gate Parkway West, Suite 204
Jacksonville, FL 32216

October 17, 2025

Mr. Scott Jordan
CIVITAS Inc.
1200 Bannock Street
Denver, Co. 80204-3631

RE: Metropolitan Park Concept Development – Civil Support Services Supplemental Utility Agency Organization (UAO) Coordination
Hanson Project No. 22L0146

Dear Mr. Jordan

Hanson Professional Services Inc. (Hanson) is pleased to submit our proposal for Utility Agency Organization (UAO) Coordination and additional design development to supplement our civil professional services for the revitalization of Metropolitan Park. The following scope of professional UAO services is based on the current 60% Design Plan and supplementary to the existing (60-100%) Scope of Services. This proposal is based upon others providing additional surveying to include Quality Level B utility designates across the entire project site to include the Gator Boulevard southernly ROW line to the back of curb of the east bound lane; and Quality Level A of ten (10) locations to be determined by Hanson.

**SCOPE OF SERVICES**

This task includes coordination of the park design with affected utility companies to minimize conflicts and additional design development services for stormwater and lift station(s).

1. **UAO Coordination-** Existing as-built utility information obtained from the utility providers will be provided to be shown on plans. Any utility relocation design shall be the responsibility of the affected utility companies. Utility coordination, kickoff and contact will be made. Specific tasks include:

   A. **Make Utility Contacts –** The Consultant shall transmit pdf sets of 60% plans and the utility conflict information (if applicable) to each UAO having facilities located within the project limits.

   B. **Individual Utility Field Meetings:** Includes time for trips to the field to gather data for conflict resolution/utility issues and/or meetings with UAO(s). The Consultant shall meet with each UAO as necessary throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, optional clearing and grubbing work, and assist in the development of the UAO's plans and work schedules. The Consultant shall keep accurate minutes and distribute a copy to all attendees.

   C. **Collect and Review Plans and Data from UAO(s) -** Review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans.

   D. **Utility Design Meetings & Utility Coordination/Follow-up:** Includes pre-meeting preparation time + travel time + meeting duration + preparation of minutes, per meeting. The Consultant shall schedule (time and place), notify participants, and conduct a follow-up utility meeting with all affected UAO(s) for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAOs to present proposed facilities. The Consultant shall keep accurate minutes and distribute a copy to all attendees.

   E. **Review Utility Markups & Work Schedules:** The Consultant shall review utility marked plans and data individually as they are received for content; ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans; and review work schedules for potential impacts to the construction schedule.

   F. **Utility Adjustment Exhibits:** Preparation of compiled utility plans and designed adjustments showing approximate location of existing, proposed and relocated utilities per Utility Agency Owner plans in relation to park design.

2. **Additional Design Development services** – Stom water design and modeling of site to consider on-site treatment

versus mitigation bank credits and civil engineering review/analysis of additional proposed lift station(s) locations.

3. **Expenses –** Normal expenses, to include mileage, and printing have been estimated and are included in Hanson's fee estimate.

**EXCLUDED SERVICES**

**Hanson's Scope of Services does not include the following services:**

1. Preparation of or assistance with the processing of utility agreements, easements, ROW vacation and ROW dedications.
2. Utility relocation design and permitting
3. JEA lift station design and permitting
4. Utility constructability review
5. Utility Adjustment Sheets
6. Duct Bank and auxiliary structure design to accommodate utility relocation
7. Surveying (by others)
8. Subsurface verification of Vertical and Horizontal utilities (by others)
9. Design of chilled or hot water lines, communication lines, irrigation and electrical.
10. Development of as-built drawings.

**FEE SCHEDULE**

Our fees for the services described are outlined in the following table:

| Scope of Services | Lump Sum Fee |
|---|---|
| Civil Task 1 – Civil Design and UAO Services | $50,225.51 |
| Civil Task 2 – Additional Design Development Services | $14,397.19 |
| UAO Services and Coordination – T2 | $46,514.51 |
| Expenses | $710.00 |
| **Total Fee** | **$111,847.21** |

We look forward to continue working with CIVITAS and the City of Jacksonville on this project. We can proceed with this supplemental effort upon final written authorization from you. Thank you.

Sincerely,

Jonathan Griffith, PLA
Project Manager/Site Civil Lead
HANSON PROFESSIONAL SERVICES INC.

Enclosure

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Exhibit F

## PART ONE - GENERAL

| | |
|---|---|
| **1. PROJECT**<br>**Metropolitan Park Design and Construction Phase Supplemental Services #1** | **2. PROPOSAL NUMBER** |
| **3. CONSULTANT**<br>**HANSON PROFESSIONAL SERVICES, INC.** | **4. DATE OF PROPOSAL**<br>**10/17/2025** |

## PART TWO - LABOR RELATED COSTS

| 5. DIRECT LABOR | HOURLY RATE | ESTIMATED HOURS | ESTIMATED COST | TOTAL |
|---|---|---|---|---|
| Principal | $104.40 | 4 | $ 417.60 | |
| Project Manager | $91.00 | 48 | $ 4,368.00 | |
| Project Engineer | $74.35 | 88 | $ 6,542.80 | |
| Engineer Technician | $58.27 | 80 | $ 4,661.60 | |
| CADD Technician | $41.27 | 21 | $ 866.67 | |
| Clerical | $32.78 | 8 | $ 262.24 | |
| **TOTAL DIRECT LABOR** | | | | **$ 17,118.91** |
| **6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE)**<br>**OVERHEAD RATE - 166.72% X TOTAL DIRECT LABOR** | | | | **$ 28,540.65** |
| **7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)** | | | | **$ 45,659.56** |
| **8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%** | | | | **$ 4,565.96** |

## PART THREE - OTHER COSTS

| | |
|---|---|
| **9. MISCELLANEOUS DIRECT COSTS** | |
| **Mileage** | **$210.00** |
| **Reproduction** | **$500.00** |
| **MISCELLANEOUS DIRECT COSTS SUBTOTAL** | **$ 710.00** |
| **10. SUBCONSULTANTS (Lump Sum)** | |
| **SUB-CONTRACT SUBTOTAL** | **$0.00** |
| **TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)** | ***$ 50,935.51*** |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | |
| **UAO Coordination - T2 UES, Inc. d/b/a T2 Utility Engineers** | **$46,514.51** |
| **- Survey $** | **0** |
| **- Geotechnical $** | **0** |
| **- Environmental $** | **0** |
| **SUBTOTAL REIMBURSABLE** | **$0.00** |

## PART FOUR - SUMMARY

| | |
|---|---|
| **TOTAL AMOUNT OF CONTRACT (Lump sum plus Reimbursables)**<br>**ITEMS 5,6,8,9,10,&11** | **$ 50,935.51** |
| **12. TOTAL PRIOR CONTRACT AMOUNT (Hourly, Not to Exceed)** | **$ 582,997.05** |
| **TOTAL AMENDED CONTRACT AMOUNT** | **$ 633,932.56** |

I:\22jobs\22L0146_01\Admin\03-Proposal\Supplement #1\[Staffhours_Metropolitan Park UAO Services Proposal_2025-10-16.xls]Summary

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**HANSON PROFESSIONAL SERVICES, INC.**

Exhibit F

**DATE:** 10/17/25
**CLIENT:** Civitas
**PROJECT:** Metropolitan Park Design and Construction Phase Supplemental Services #1

| Task | | Principal HRS | Project Mgr. HRS | Project Eng HRS | Eng Tech HRS | CADD Tech HRS | Clerical HRS | TOTAL HRS |
|---|---|---|---|---|---|---|---|---|
| **1** | **UAO Coordination** | | | | | | | |
| | UAO Identification and Contact | 0 | 1 | 6 | 6 | 1 | 4 | 18 |
| | Individual/Field Meetings w/ UAO Consultant | 0 | 6 | 6 | 6 | 0 | 0 | 18 |
| | Review Plans and Data from UAO Consultant | 0 | 2 | 15 | 15 | 0 | 0 | 32 |
| | Utility Design Meeting & Coordination Follow-Up | 0 | 12 | 12 | 12 | 0 | 0 | 36 |
| | Review Utility Markups & Work Schedules | 0 | 2 | 16 | 8 | 0 | 0 | 26 |
| | Utility Adjustment Exhibit | 0 | 8 | 8 | 16 | 12 | 0 | 44 |
| | Utility Coordination/Followup | 0 | 4 | 4 | 8 | 8 | 4 | 28 |
| | Quality Control | 1 | 2 | 6 | 0 | 0 | 0 | 9 |
| | Supervision | 1 | 2 | 6 | 0 | 0 | 0 | 9 |
| | Subconsultants & Inter-team Coordination (weekly) | 2 | 9 | 9 | 9 | 0 | 0 | 29 |
| | **Sub-total UAO Coordination and Adjustments** | **4** | **48** | **88** | **80** | **21** | **8** | **249** |
| | **Hourly Rates** | $306.30 | $266.99 | $218.14 | $170.96 | $121.08 | $96.17 | |
| | **Total Construction Phase Services** | $1,225.20 | $12,815.36 | $19,196.05 | $13,676.76 | $2,542.74 | $769.39 | **$50,225.51** |
| **2** | **Additional Design Development** | | | | | | | |
| | Site Drainage | 1 | 1 | 6 | 18 | 8 | 0 | 34 |
| | Stormwater design & modeling | 1 | 1 | 6 | 18 | 8 | 0 | 34 |
| | Review/analysis of additional proposed lift station(s) | 1 | 1 | 2 | 6 | 1 | 4 | 15 |
| | **Sub-total Additional Design Development - Design Hours** | **3** | **3** | **14** | **42** | **17** | **4** | **83** |
| | **Hourly Rates** | $306.30 | $266.99 | $218.14 | $170.96 | $121.08 | $96.17 | |
| | **Total Construction Phase Services** | $918.90 | $800.96 | $3,053.92 | $7,180.30 | $2,058.41 | $384.70 | **$14,397.19** |
| **3** | **Expenses** | | | | | | | |
| | Mileage | | | mi. | | $0.70 | 300 | $210.00 |
| | Reproduction Costs | | | LS | | $500.00 | 1 | $500.00 |
| | | | | | | Total Expense Dollars | | **$710.00** |

| | |
|---|---|
| Hanson Task 1 UAO Coordination and Adjustment | $50,225.51 |
| Hanson Task 2 Additional Design Development Services | $14,397.19 |
| T2 - UAO Services | $46,514.51 |
| Expenses | $710.00 |
| | $111,847.21 |

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Exhibit F

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

### PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>Metro Park - Parking and Landscaping / UC Services | **2. Proposal No. / Contract No.** |
| **3. Name of Consultant**<br>T2 UES, Inc. d/b/a T2 Utility Engineers | **4. Date of Proposal**<br>October 17, 2025 |

### PART II - LABOR RELATED COSTS

| **5. Direct Labor (Limiting Amount)**<br>Classification | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Clerical | $ 31.67 | 15 | $ 475.05 | 475.05 |
| Project Mgr./Sr. Utility Coordinator | $ 80.00 | 185 | $ 14,800.00 | 14,800.00 |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 76.38 | 200 | | $ 15,275.05 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | **176.83** % x Total Direct Labor | | | $ 27,010.87 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 42,285.92** |
| **8. PROFIT: Labor Related Costs (Item 7)** | x | | **10%** | $ 4,228.59 |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| | $ | |
| | $ | |
| | $ | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| | $ | |
| | $ | |
| | $ | |
| SUB-CONTRACTs SUB-TOTAL (Lump Sum) | | $ - |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

### PART IV - SUMMARY

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 46,514.51** |

13. ORIGINAL OR CURRENT CONTRACT AMOUNT

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Exhibit F

| | | |
|---|---|---|
| 14. AMENDED CONTRACT AMOUNT | **$** | **46,514.51** |

Exhibit F

**Project Activity 7: Utilities**

Estimator:

Metro Park - Parking and Landscaping
0

| Representing | Print Name | Signature / Date |
|---|---|---|
| FDOT District | | |
| Consultant Name | | |

***NOTE: Signature Block is optional, per District preference***

Estimate Based on 14 UAO's and 1 Contingent = 15 UAO's

| Task No. | Task | Units | No of Units | Hours/ Unit | Total Hours | | Comments |
|---|---|---|---|---|---|---|---|
| 7.1 | Utility Kickoff Meeting | LA | 0 | 0 | 0 | Not Applicable for this project. | |
| 7.2 | Identify Existing Utility Agency Owner(s) | LA | 1 | 10 | 10 | Pull Updated design ticket, secure GIS/as-builts and file accordingly, setup project folders (Both the internal T2 file and Utility Coordination Database). UC/UPM to perform onsite field review to get familiarized with project, verify that UAO's listed on Design Ticket are accurate, and identify possible UAO's not captured on the design ticket.<br><br>Note: *8 - Hours allotted for UPM field review.* | |
| 7.3 | Make Utility Contacts | LA | 1 | 5 | 5 | Compile Initial, FYI, and Final Statute Contact Packages with associated plans, clearance forms etc...and send out to the UAO's for review and response. Contact Packages to be sent via a combination of email and OneDrive File Share send outs. (Three (3) Contact Packages Total) | |
| 7.4 | Exception Processing | LA | 0 | 0 | 0 | Not Applicable for this project. | |
| 7.5 | Preliminary Utility Meeting | LA | 0 | 0 | 0 | Not Applicable for this project. | |
| 7.6 | Individual/Field Meetings | LA | 2 | 8 | 16 | Estimated as holding two (2) onsite meetings --- 2 hr prep + 2 hrs travel (Held Onsite) + 2 hr mtg + 2 hr minutes | |
| 7.7 | Collect and Review Plans and Data from UAO(s) | LA | 15 | 2 | 30 | Collect, review, update T2 Utilities Database/Status Report, and file on T2 servers all UAO provided documentation including but not limited to contact forms, markups (Greenlines & RGB's), email correspondence, UWS's etc. Forward any markups and GIS information on to the EOR/Designer for review and consideration in reviewing early conflict mitigation strategies. | |
| 7.8 | Subordination of Easements Coordination | LA | 0 | 0 | 0 | Not Applicable for this project. | |
| 7.9 | Utility Design Meeting | LA | 1 | 6 | 6 | 1.) Design Meeting with EOR and UAO's - Virtual - 2 hr prep + 2 hr mtg + 2 hr minutes | |
| 7.10 | Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements | LA | 15 | 3 | 45 | Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements. Cooridnate EOR review of UWS's, obtain EOR Signature and/or comments for UAO consideration. Assist UAO's with drafting UWS's as needed to achieve timely certification. | |

Exhibit F

**Project Activity 7: Utilities**

| | | | | | | |
|---|---|---|---|---|---|---|
| 7.11 | Utility Coordination/Followup | LA | 15 | 3 | 45 | Follow-up and finalize red, greens, browns, and the utility work schedules. Any comments received from EOR/Designer will be sent back to the UAO requesting changes/updates and signing/re-signing. Follow-up and finalize accuracy of conflict matrix and review of SUE Data. Continued follow-up with UAO's to resolve conflicts when possible through design and/or determine mitigation strategies for UAO's self-peforming relocations to resolve conflicts. Final dispositions to be shown in the individual UAO Utility Work Schedules. |
| 7.12 | Utility Constructability Review | LA | 0 | 0 | 0 | Not Applicable for this project. |
| 7.13 | Additional Utility Services | LA | 0 | 0 | 0 | Not Applicable for this project. |
| 7.14 | Processing Utility Work by Highway Contractor (UWHC) | LA | 1 | 20 | 20 | Assist with coordinating between JEA W&S and Design Team to establish JPA Design Scope. Assistance will include setting up meetings with JEA Representatives to identify and understand relocation mitigation strategies as design progresses. |
| 7.15 | Contract Plans to UAO(s) | LA | 1 | 4 | 4 | Review Final Plans for any changes made after UWS's are in place and forward to all UAO's for consideration and filing. |
| 7.16 | Certification/Close-Out | LA | 1 | 4 | 4 | Clean-up T2ue files to ensure all information is accurately depicted, review the Utility Databse to ensure all UAO dispositions have been identified and all information received dates are listed correctly, Complete Uiltiy Certification Letter for EOR and COJ review and signature. Send out Utililty Certification to all parties. - Prepare Notice letters for EOR and COJ review, signature, and subsequent send out UWS's/Notice Forms to all UAO's with a Utility Work Schedule involved advising to commence relocations/NTP |
| 7.17 | Other Utilities | LA | 1 | 15 | 15 | Secretary/Clerical - Monthly Closeout and Invoicing to Hanson 15-Hrs |
| | | | | **7. Utilities Total** | **200** | |

| Technical Meetings | Units | No of Units | Hours/ Unit | Total Hours | Comments | PM Attendance at Meeting Required? | Number |
|---|---|---|---|---|---|---|---|
| Kickoff (see 7.1) | EA | 0 | 0 | 0 | | | 0 |
| Preliminary Meeting (see 7.5) | EA | 0 | 0 | 0 | | | 0 |
| Individual UAO Meetings (see 7.6) | EA | 0 | 0 | 0 | | | 0 |
| Field Meetings (see 7.6) | EA | 0 | 0 | 0 | | | 0 |
| Design Meeting (see 7.9) | EA | 0 | 0 | 0 | | | 0 |
| Other Meetings *(this is automatically added into Utilities Total (cell F27))* | EA | 0 | 0 | 0 | | | 0 |
| **Total Meetings** | | | | **0** | **Total Project Manager Meetings (carries to Tab 3)** | | **0** |

Carries to Tab 3

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MORALES CONSULTING ENGINEERS

3832-010 Baymeadows Rd., Suite 132 • Jacksonville, FL 32217 • 904-434-4366 • www.morales-ce.com

PROPOSED FEE

Morales Consulting Engineers will perform the above-described services for a Not to Exceed Amount of $50767.20 dollars. Monthly invoices will be submitted to CIVITAS and will be based on the effort expended for the tasks.

If you have any questions about this additional services proposal, please do not hesitate to contact me.

Respectfully,

Ed Morales Jr., PE
President

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

Exhibit F

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>ASA 2 - Supplemental Services | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Morales Consulting Engineers inc. | **4. Date of Proposal**<br>12/05/2025 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Waterfront Structural Engineer | $ 96.15 | 80 | $ 7,692.00 | |
| Design Engineer | $ 96.15 | 112 | $ 10,768.80 | |
| Senior Engineer Tech | $ 35.00 | | $ 0.00 | |
| Technician/Cadd | $ 35.00 | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 96.15 | 192 | | $ 18,460.80 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | **150** % x Total Direct Labor | | $ 27,691.20 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 46,152.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 4,615.20 |

**PART III - OTHER COSTS**

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

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 50,767.20** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 112,906.77 |
| **TOTAL AMENDED CONTRACT AMOUNT** | **$ 163,673.97** |

Exhibit F

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

December 22, 2025

Mr. Scott Jordan
Civitas, Inc.
1200 Bannock Street
Denver, Colorado 80204

Subject: Proposal for Soil and Water Management Plan
Metropolitan Park
Jacksonville, Florida
MAE Proposal No. 250794

Mr. Jordan,

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

## Project Information

MAE has issued a Preliminary Site Assessment Report (PSAR) dated May 3, 2024 and a PSAR Addendum on September 19, 2025 for this site on behalf of Civitas and the City of Jacksonville. MAE is currently conducting a PSAR Second Addendum that includes a site-wide soil assessment. To date groundwater impacts have not been identified. Soil impacts identified include Polynuclear Aromatic Hydrocarbons (PAHs), Total Recoverable Petroleum Hydrocarbons (TRPH), and the metals arsenic, cadmium, chromium, and lead. Based on proposed construction plans, Civitas has requested that a Soil and Water Management Plan (SWMP) be prepared for this site.

## Soil and Water Management Plan Preparation

Prior to Plan development, MAE will require preliminary site development plans and a list of contacts that will be involved with development. If this information is not available, MAE can prepare a general preliminary SWMP and revise the SWMP at a later time when this information is available. Additional fees may apply.

The SWMP will provide guidelines to be followed during site construction activities. The SWMP will include a project overview, summary of previous assessments, list of contacts that will be involved in the construction, procedures for addressing unanticipated conditions, soil and water management procedures, work health and safety considerations, field oversight procedures, waste characterization procedures, procedures for characterization of unanticipated affected areas, and procedures for addressing hazardous waste. We have included herein project engineer and project manager time for up to two meetings to discuss the SWMP with the design and construction team for the project.

The SWMP will be prepared under the charge of a Professional Engineer licensed in the State of Florida.

## COST ESTIMATE/PROJECT SCHEDULE

Based on the identified scope of work, our budgeted fee to prepare the SWMP identified in this proposal is **$7,883.04**. Our fees are summarized on the attached "Exhibit B, Contract Fee Summary Format for Engineering Division, City of Jacksonville, Florida."

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We are prepared to initiate project activities immediately upon the receipt of authorization. MAE can prepare the SWMP within four (4) weeks from authorization. If you require a different schedule, please contact us so that we can work with you to meet your needs.

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

Sincerely,
**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)**

Gabriel S. Pastrana, P.E.
Professional Associate Engineer

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Distribution: Mr. Scott Jordan – Civitas, Inc.

Attachments: Exhibit B, COJ Fee Summary

Exhibit F

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park - Environmental Soil & Water Management Plan | **2. Proposal No. / Contract No.**<br>COJ P-34-22 |
| **3. Name of Consultant orSubconsultant:**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>December 22, 2025 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 77.03 | 4 | $ 308.12 | $ 308.12 |
| Senior Project Engineer | $ 86.94 | 16 | $ 1,391.04 | $ 1,391.04 |
| Project Manager | $ 60.10 | 6 | $ 360.60 | $ 360.60 |
| Engineering Intern | $ 34.13 | 0 | $ 0.00 | $ - |
| Senior Engineering Technician | $ 35.00 | 0 | $ 0.00 | $ - |
| CADD/Computer Technician | $ 34.13 | 8 | $ 273.04 | $ 273.04 |
| Secretary/Clerical | $ 28.00 | 2 | $ 56.00 | $ 56.00 |
| | | | $ | |
| **TOTAL DIRECT LABOR** | $ 66.36 | 36 | | $ 2,388.80 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | **200** % x Total Direct Labor | | $ 4,777.60 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 7,166.40** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 716.64 |

**PART III - OTHER COSTS**

| | | | |
|---|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | | |
| **Environmental Field Exploration** | | | |
| | $ - | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| **Laboratory Testing** | | | |
| | $ - | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| | | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | | |
| | | $ | |
| SUB-TOTAL REIMBURSABLES | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 7,883.04** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 489,943.25 |
| **TOTAL AMENDED CONTRACT AMOUNT** | $ 497,826.29 |

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Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS

ABowden@hanson-inc.com

March 17, 2026

Civitas
1200 Bannock Street
Denver, Colorado, 80204

Attn: Scott Jordan

Re: Metropolitan Park
Jacksonville, Florida

Dear Mr. Jordan

Pursuant to your request of Corey Bowden, we are pleased to submit to you our proposal for surveying and mapping services on the above-mentioned property. The scope of our services to be provided is outlined as follows:

1. Perform a **Specific Purpose Survey** of the site in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S.

   A. Monitor the water elevation in 2 manholes (Shown on the attached sketch)
   First time can be done at 11:52AM on March 20th, which is **HIGH TIDE,** the water depth will be measured with a 25-foot survey level rod. **Estimated 2 Hours**
   The second time it can be monitored will be at 11:52AM on March 26th, which is **LOW TIDE**, it will be done the same way measuring from the north rim of the manhole structure, report with pictures will be put together to determine if there is any fluctuation of water in the structure. **Estimate 3 hours.**

   B. Use **Ground Penetrating Radar (GPR)** to try and locate a 42" storm pipe leaving manhole and possibly draining in river, there is no guarantee that the 42" pipe can be seen with the GPR as it is deep. GPR will be used to try and find two possible buried manholes, if found we will evaluate their condition and this can be done on March 20th.There is no guarantee that these manholes are in or can be found. **Estimated 5 Hours.**

Our fees to perform the above outlined scope of services will be according to the following schedule:

A. $1250.00 (One Thousand Two Hundred Fifty Dollars)
B. $1250.00 (One Thousand Two Hundred Fifty Dollars)

**Any additional work or additional certifications requested outside of the above outlined scope of work can be quoted at that time on a lump sum basis or will be billed to you at our current hourly rates.** In addition to the lump sum fees in this contract, any out-of-pocket expenses will be billed to you at our cost.

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TERMS:

The CLIENT will be billed on a progress-completed basis, and the **BILL WILL BE DUE UPON RECEIPT**. Balances outstanding more than thirty (30) days from the date of billing shall bear interest at the rate of one and one-half percent (1-1/2%) per month. All collection costs, including reasonable attorney fees, shall be paid by the CLIENT. This agreement may be terminated without cause by either party upon fifteen (15) days' written notice. In the event of termination, Clary & Associates, Inc. shall be compensated, as provided herein, for services performed to termination date and for all termination expenses.

*****There will be a 4% processing fee added to your total when processing your credit card. There is no processing fee if paid with cash or check.**

We certainly appreciate the opportunity of submitting this proposal to you and if the above meets with your approval, please execute one copy of this agreement by initialing the preceding pages, signing below, and returning this to our office for our files. If you have any questions, please do not hesitate to call.

This proposal consists of 4 pages. Any additions or exclusions to this document are not considered a part hereof.

Sincerely,
Clary & Associates, Inc.
*Professional Surveyors & Mappers*

Michael Nethery
Executive Vice President

***** See following page. *****

Initial_____

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274



**The following sections must be completed and signed before work is scheduled.**

**INVOICE SUBMISSION INFORMATION**

Send by: ☐ Mail ☐ Email: _____

Point of Contact for Invoices: _____ Phone: _____

Submit To (Company): _____

Address: _____

Documents needed for payment: ☐ W-9 ☐ COI ☐ Other: _____

Additional Instructions (if applicable): _____

**CLIENT INFORMATION**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No: _____ E-Mail Address: _____

Name/Signature: _____

Title: _____ Date: _____

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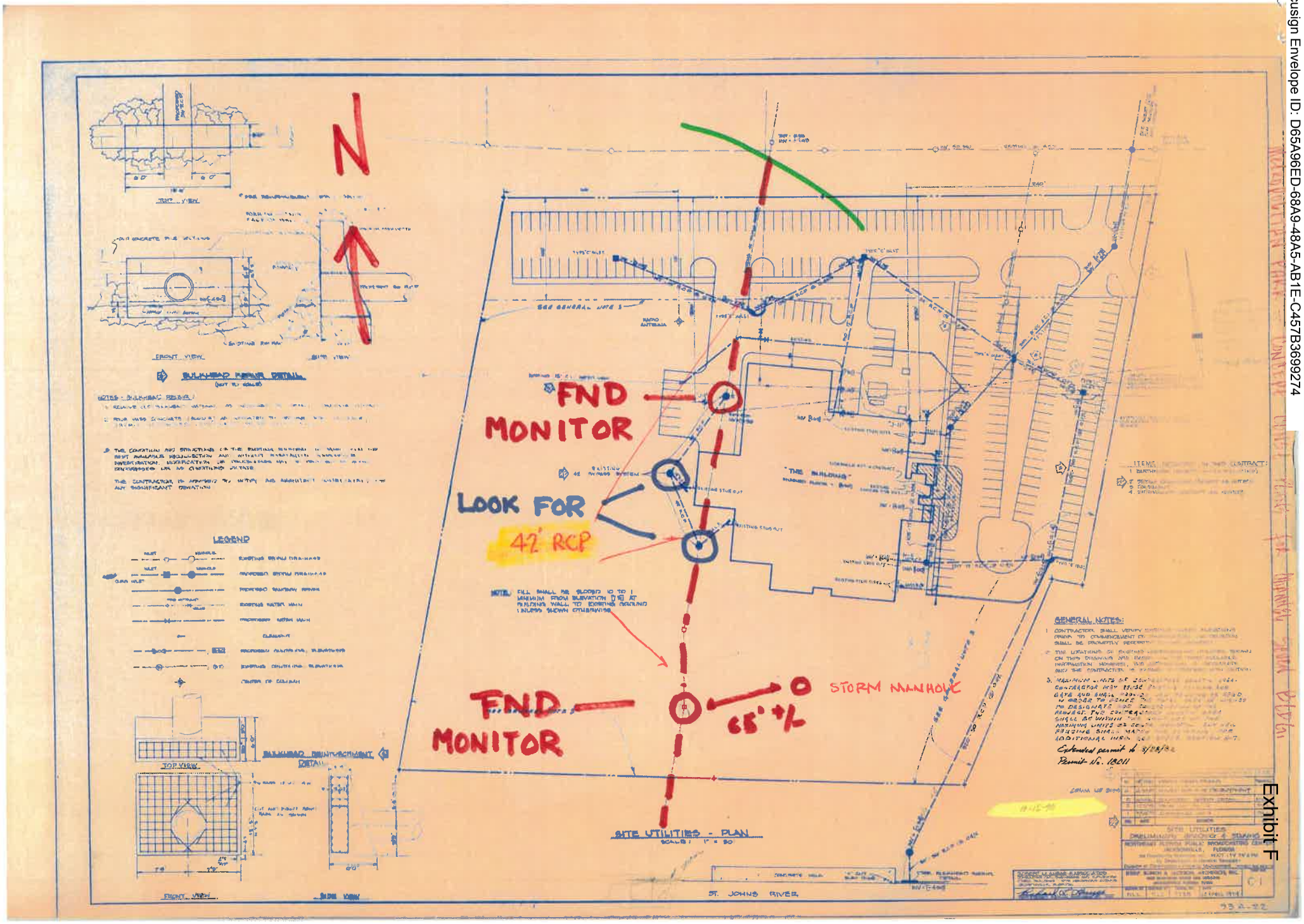

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Exhibit F

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Clary & Associates | **4. Date of Proposal**<br>March 17, 2026 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| | | | $ 0.00 | |
| 3 MAN SURVEY CREW | $ 68.00 | 10 | $ 680.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| OFFICE CAD | $ 44.00 | 5 | $ 229.24 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 59.78 | 15.21 | | $ 909.24 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | **150** % x Total Direct Labor | | | $ 1,363.86 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 2,273.10** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 227.31 |

**PART III - OTHER COSTS**

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

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 2,500.41** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

# City of Jacksonville, Florida

*Procurement Award Form (PAF)*

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

Goods and/or Services: Professional Services for Metropolitan Park Design

**Requested Action and Justification:**

Recommend approval of award to amend the agreement with Civitas, Inc. for Amendment #1, which will include pre-design services, design development, construction documents, permitting, bid phase services, and construction phase services, as fully described in the Scope of Services, Exhibit C, and the Fee Summary, Exhibit D in the increase amount of $3,868,184.73. Total revised not to exceed amount will be $5,098,694.58.

| | | | | | |
|---|---|---|---|---|---|
| **Supplier:** | Civitas, Inc. | **Basis of Award:** | Highest Evaluated | **BID Opening Date:** | 08/01/2022 |

| | | | | | |
|---|---|---|---|---|---|
| **POA #:** | 70786-23 | **PO #:** | 666504-24 | **Change Order #:** | N/A |
| **Solicitation #:** | PDS P-34 22 | **Contract #:** | 70786-23 | **Contract Amd #:** | # 1 |
| **Term:** | Project Completion | **Options:** | N/A | **Options Used:** | N/A |

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

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fund:** | 32124 | **Center:** | 153119 | **Acct:** | 565030 | **Proj:** | 010594 | **Activity:** | 00000000 | $ 996,140.43 |
| **Fund:** | 32124 | **Center:** | 153119 | **Acct:** | 565031 | **Proj:** | 010594 | **Activity:** | 00000000 | $ 1,036,578.79 |
| **Fund:** | 32124 | **Center:** | 153119 | **Acct:** | 565051 | **Proj:** | 010594 | **Activity:** | 00000000 | $ 1,835,465.51 |

| | | | | | |
|---|---|---|---|---|---|
| **New NTE/GMP:** | 5,098,694.58 | **Contingent Amt:** | 0 | **DMP/ODPO Amt:** | 0 |

| | | | |
|---|---|---|---|
| **Using Agency/BU:** | PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT | | |
| **Concurrence:** | Signed by: Gibbs, Sheldon 8A0E27A46A74CA... | **Title:** | CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/7/2025 |
| **Concurrence:** | Nina Sicker 1EFA223D5D23487... | **Title:** | DIRECTOR OF PUBLIC WORKS 2/12/2025 |
| **Concurrence:** | | **Title:** | |
| **Concurrence:** | | **Title:** | |

Initial DT
Initial DT

| | | | |
|---|---|---|---|
| **Procurement Analyst/Buyer:** | Signed by: Kemp, Benjamin 124B0598B0BE4C... | **Chief of Procurement:** | DocuSigned by: 2/18/2025 B19F1D517352458... |
| **Name:** | Kemp, Benjamin | **Name:** | Dustin L. Freeman |

| **Part 2 – JPAC Action:** All award actions subject to lawfully appropriated funds. | | **Part 3 – Final Awarding Authority Action:** | |
|---|---|---|---|
| **Members who approve:** | 3 | **Action:** | Approved |
| **Members who disapprove:** | 0 | **Signature:** | DocuSigned by: Karen Bowling 1C34E1215562481... |
| **Date:** | 2/20/2025 | **Date:** | 2/20/2025 |

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

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

# 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: D65A96ED-68A9-48A5-AB1E-C457B3699274

CIVITAS

EXHIBIT C

## CONSULTING SERVICES AGREEMENT:

PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR JACKSONVILLE METROPOLITAN PARK – DESIGN AND CONSTRUCTION PHASE SERVICES

**CIVITAS PROJECT # 2-22-0036**

**PROJECT INFORMATION**

**Owner:**

City of Jacksonville
Ed Ball Building 214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
Jill Enz,

**Landscape Architectural Consultant:**

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303)571-0053 phone
Scott Jordan, Principal in Charge
Mark Johnson, Consulting Principal
Juliana de Affonseca, Project Manager

**Subconsultant(s) to Civitas for this Phase:**

Halff - Local LA/Coastal/Environmental
Populous - Event Arch/Programming
Hanson Professional Services - Civil
ADG – Community Engagement
Meskel and Associates – Geotech
Morales Consulting Eng - Marine Structural
The Ohmega Group – Electrical/Lighting
ACON Construction Co – Cost Estimation
Zinn Architecture + Interiors – Architecture
Smith Surveying Group – SUE Survey
Peters Yaffee – Traffic Engineering
ETM Associates – Maintenance Manual

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274



**SITE INFORMATION**

Jurisdiction: Jacksonville, Florida

Total Site Area: 15 Acres

Total Project Budget: $28.5M (Site Work) $5M (Bulkhead and Water-based Work)

**GENERAL SCOPE OF SERVICES**

The consultant will provide design, permitting, bidding and construction phase services for the revitalization of Metropolitan Park. The scope of work has been developed based on the current Conceptual Design Plan prepared by the consultant. As depicted the plan includes the following project components:

1. Two (2) Restroom Buildings with a total of twenty (20) total fixtures/stalls.
2. One (1) Park Storage Building (approximately 2,000 sf with two single stall family style restrooms)
3. One (1) Large Performance/Shade Pavilion (designed to accommodate temporary lighting and performance rigging)
4. Up to three (3) Small Pavilions.
5. One (1) canopy-walk
6. Pedestrian walks, Boardwalks, and hardscaped plazas
7. Bay Street landscape improvements (assumes no work within the roadway)
8. Parking Grove with new curb cut at western entry and connection with existing WJCT Parking lot entry/exit.
9. Site Landscaping and Irrigation
10. Adventure play areas with limited off-the-shelf play features
11. Structured Service drives and turf areas to accommodate large event/performance vehicles.
12. Public Dock(s)
13. Modifications to existing bulkhead to accommodate resilient landscape buffer and revised Community Dock Access. (Re-design of up to 500 LF of bulkhead included in the scope of work).

Task 1 – Pre-Design Services (6 weeks)

Upon execution of this agreement the Consultant will complete the following pre-design services.

1. Prepare SUE, boundary and easement survey
2. Complete additional geotechnical studies at all proposed building and major structural project components.
3. Tree Relocation Assessment

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The design team will work with a certified arborist and tree relocation specialist to field review and verify the viability and prepare recommended relocation strategy for relocating up to fifteen (15) existing trees as outlined in the conceptual design documents.

4. COJ Traffic Study
   The traffic study will be comprised on the following tasks:

   - Collect existing signal timings from the City's Traffic Signal Division
   - Obtain 4-hour weekday and 8-hour weekend traffic turning movement counts at the Existing Signal, Metro Park Drive Aisle and Festival Park Avenue
   - Conduct a filed review during the weekday and weekend peak periods
   - Traffic will be grown based on the proposed site plan
   - The data will be analyzed using Synchro to model the typical weekday and weekend peak periods
   - A queue analysis will be prepared to determine any impacts for vehicles exiting the Metro Park Drive Aisle
5. Structural Inspection of the existing Bulkhead and Fixed Pier
   - The Team will perform a structural inspection of the waterfront facility, including the fixed Pier structures, and existing Bulkheads (Floating Docks are not included). The team will identify and document general conditions, widespread deficiencies, and specific areas of concern. Photographs will be taken of the general conditions and any significant deterioration or deficiencies.

   Deliverables:
   - Up to fifty-four (54) geotechnical test locations
   - SUE Survey
   - Tree Relocation Assessment and Relocation Strategy Report
   - Traffic Study Report
   - Bulkhead and Fixed Pier Inspection Report

Task 2 – Design Development: (approximately 50% construction documents) (24 weeks)
This phase of the work scope will include design refinement charrettes with the city to further evaluate the design concepts, relative costs, the materials to be used and the construction methodologies to be employed in the construction phase. Final Design Development Documents include all necessary design and engineering frameworks and plans/details (included but not limited to grading, layout, civil, utility, architecture, structural, lighting, planting and irrigation), sections, elevations, details and outline specifications necessary to

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obtain approvals and inter-team coordination. Consultant will work closely with the City and all other permitting and approval agencies to ensure the project meets all city and regulatory requirements.

Included in the Design Development package will be updated Event Layout studies, a detailed Event Risk and Security memo to outline the key strategies and techniques and proposed layouts for large scale events, and a preliminary maintenance manual and annual operation and maintenance cost estimate.

Deliverables:

- 100% Design Development Technical Drawings
- Outline Specifications
- Opinion of Probable Construction Costs
- Preliminary Maintenance Manual and Annual Operation + Maintenance Cost Estimate
- Community Update including Presentation Boards and Graphics
- Plan Rendering and up to Six (6) Perspective Renderings
- Event Programming and Risk Management Diagrams/Memo

Meetings:

- Up to five (5) Monthly City Update Meeting
- Monthly design team coordination calls
- Up to ten (10) Regulatory Agency Coordination Calls/Meetings
- One (1) Community Event

Trips:

- Up to four (4) trips to Jacksonville for design coordination, city meetings, and community event

Task 3 – Construction Documents: (48 weeks)

Upon review and approval of the Design Development Drawings and OPC, the consultant will prepare Construction Documents. The Construction Documents include construction plans, construction specifications, and construction sections/details necessary to construct the Park scope of improvement. The consultant will be responsible for the design, inner-team coordination and delivery of all construction documents necessary to complete the scope within the site boundary. The Construction Document Task will include City Plan review/referral comment process checks at 70% and 90% stages of the Construction documentation process, with Issued for Construction Documents completed after the 90% review.

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We anticipate each COJ review/approval to require 4 weeks of review time. If additional time is required, the schedule will be adjusted.

Deliverables:

- 70% CD Technical Drawings and Draft Specifications (CSI Format)
  - Updated Opinion of Probable Construction Costs at 70%
- Community Update Event
  - Updated Plan and Perspective Renderings
- 90% CD Technical Drawings and Specifications (CSI Format)
  - Opinion of Probable Construction Costs at 90%
  - Final Maintenance Manual and Annual Operation + Maintenance Cost Estimate
- Issued for Construction Technical Drawings and Specification (CSI Format)

Note: Division 1 and 2 Specification Sections are not included and will be provided by Client.

Meetings:

- Up to four (4) In-person COJ Coordination Meeting
- Up to four (4) In-person Design Team Coordination Meetings
- Monthly design team coordination calls
- One (1) Community Event

Trips:

- Up to four (4) trips to Jacksonville for design coordination, city meetings, and community event

Task 4 Permitting: (52 Weeks)

Permitting review and approval will be coordinated with the individual reviewing agencies. The consultant team will prepare the following permits including coordination meetings, initial submittals and resubmittals of each permit application as required to receive approval from each agency.

*Pre-application /Coordination*

| **Permit /Agency** | **Project Milestone** | **Review Time** |
|---|---|---|
| COJ Downtown DRB – Conceptual Review | 30% Plans | 30 Days |
| JEA | 30% Plans | 30 Days |
| Pre-Application SJRWMD | 30% Plans | 30 Days |
| City Development Number Request (COJ) | 30% Plans | 30 Days |
| Transportation Study (COJ/JDOT) | 30% Plans | 30 Days |

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*Site Permits*

| **Permit /Agency** | **Project Milestone** | **Review Time** |
|---|---|---|
| COJ – Site Development Plan Review | 70% Plans | 90 Days |
| Environmental Resource Permit – SJRWMD | 70% Plans | 90 Days |
| Water and Sewer Permits – JEA | 70% Plans | 90 Days |
| Wastewater Collection/Transmission System - EQD | 70% Plans | 60 Days |

*Environmental Permits*

| **Permit /Agency** | **Project Milestone** | **Review Time** |
|---|---|---|
| Dredge and Fill – USACE | 70% Plans | 365 Days |
| Submerged Land Lease – FDEP | 70% Plans | 365 Days |
| Marine Wildlife Review – National Marine Fisheries | 70% Plans | 365 Days |

*Floodplain Permits (Not included in this scope but may be required)*

| **Permit /Agency** | **Project Milestone** | **Review Time** |
|---|---|---|
| CLOMR – FEMA | 90% Plans | 90 Days |

*Post Construction*

| **Permit /Agency** | **Project Milestone** | **Review Time** |
|---|---|---|
| ERP Certification – SJRWMD | Substantial Completion | None |
| Wastewater Collection/Transmission Certification – EQD | Substantial Completion | None |
| Water and Sewer Close-out – JEA | Substantial Completion | 30 Days |
| LMOR – FEMA | Substantial Completion | 90 Days |

*Note: Building Permits will be required but will be completed by selected Construction Contractor who will be under a separate agreement with the COJ.*

Task 5 – Bid Phase Services (12 weeks)

Consultant will support the Client during the bidding process, attending a Pre-Bid Conference to clarify scope, explain significant features to prospective bidders and walk the site. As needed, our team will assist the Client in the preparation of addenda, and review bidder qualifications and bids.

Bid forms and Bid RFP documents are not included in the scope of work and will be provided by the Client.

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Task 6 – Construction Phase Services: (88 weeks)

We have assumed a typical Design/Bid/Build scenario where the Design Team will only be responsible for reviewing work in progress to determine if the installation is meeting design intent described in the Construction Documents, responding to RFI's, submitting ASI's, reviewing submittals/mock-ups, issuing design changes, and reviewing Change Orders. The design team will not be responsible for processing Contractor pay applications, or performing roles typically associated with an Owner's Representative.

During construction, Consultant will assist the Client in the review of the work in process. We anticipate that this will include attendance at a Pre-Construction Meeting(s), review of submittals and shop drawings, and preparation of drawing clarifications as needed. Consultant anticipates regular visits as necessary during construction to review the work in progress. These visits will be documented with Field Reports. Members of Consultant will attend periodic construction team meetings, initial site walks to prepare punch list, site walk to ensure all punch list items are completed and final acceptance/warranty period site walk. In this phase Consultant will prepare all necessary Field Reports, punch lists, prepare necessary change orders, and review all submittals and shop drawings.

Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Further, Consultant shall not be responsible for the Contractor's acts or omissions nor for Contractor's failure to comply with the Construction Documents in performing the work.

Deliverables:

- Field Reports documenting non-conforming items during construction
- Written and graphic RFI responses to field conditions
- Review of all submittals and shop drawings
- Punch lists and final acceptance documentation and letters

Meetings:

- Pre-bid Conference 1
- Construction site walks/site meetings by Firm (site walks/meetings above and beyond the quantities will require additional fee in the form of an additional services agreement prior to completing)
  - Civitas Up to thirty (30)
  - Halff Up to fifty (50)
  - Zinn Up to six (6)
  - Hanson Up to twenty-two (22)
  - Ohmega Group Up to twelve (12)

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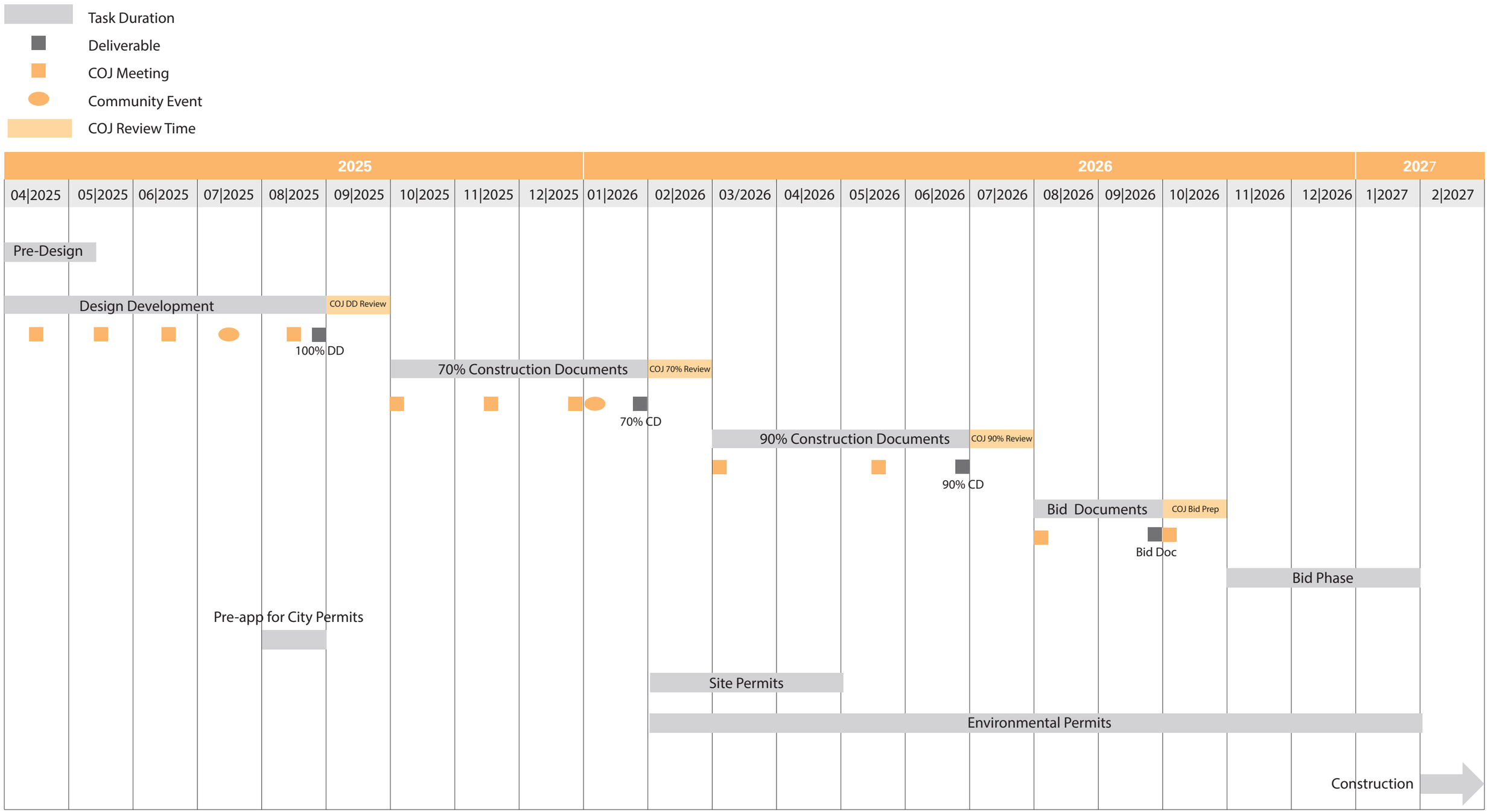
EXHIBIT C

# DESIGN AND CONSTRUCTION SCHEDULE



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**ASSUMPTIONS**

A. Only submittals noted under deliverables are included. If additional submittals are required or multiple updates to submittals are required, additional fee will be necessary.
B. All submittals will be in digital format. All submittal hardcopies including mylars to be provided by Client.
C. All drawings to be completed in AutoCAD format.
D. Written and Sheet-based specifications to be provided by consultant for all relative sections. Specification sections for Division 1 and Division 2 to be provided by the Client.
E. Only the services and meetings outlined above are included in this scope of work, if additional meetings or studies are required, additional fee in the form of an Additional Services Authorization will be required.
F. CONSTRUCTION PHASE SERVICES: Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Further, Consultant shall not be responsible for the Contractor's acts or omissions nor for Contractor's failure to comply with the Construction Documents in performing the work.
G. As built drawings are not included.

**FORM OF CONTRACT**

Labor for services described in this proposal would be provided under a phased fixed-fee agreement.

**ADDITIONAL SERVICES**

When the Owner or Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas to the Owner/Client. This request must be approved by the Owner/Client prior to Civitas beginning the additional work. Based on the Owner's/Client's and Civitas' needs, the additional service may be considered an additional billing group or may be added to the overall contract amount.

**DETAILED FEE BREAKDOWN**

See Exhibit B CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

**TERMS OF AGREEMENT**

A. Per City Standard Contract.

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EXHIBIT D

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Second Contract - Design and Construction Phase Services | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Civitas Inc. | **4. Date of Proposal**<br>12/15/2024 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Senior Principal | $ 99.00 | 140 | $ 13,860.00 | |
| Principal | $ 88.00 | 1,200 | $ 105,600.00 | |
| Project Manager | $ 45.00 | 3,680 | $ 165,600.00 | |
| Designer | $ 40.00 | 3,800 | $ 152,000.00 | |
| QA/QC | $ 75.00 | 248 | $ 18,600.00 | |
| **TOTAL DIRECT LABOR** | $ 50.25 | 9068 | | $ 455,660.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | **150** % x Total Direct Labor | | $ 683,490.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 1,139,150.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | | x **10%** | $ 113,915.00 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 2,000.00 | |
| Transportation & Shipping | $ 50,000.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ 52,000.00 |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| Halff - LA \| Environmental | $ 490,154.77 | |
| Hanson Professional Services - Civil | $ 457,508.28 | |
| Populous - Event Programming | $ 30,000.00 | |
| Meskel Associates - Geotech | $ 285,806.39 | |
| Morales Consulting Engineers - Marine Structural | $ 102,602.50 | |
| The Ohmega Group - Electrical \| Lighting | $ 226,454.87 | |
| Smith Surveying Group | $ 101,648.48 | |
| ACON - Cost Estimator | $ 44,400.00 | |
| ADG - Engagement | $ 50,525.00 | |
| Zinn Architecture - Architecture | $ 699,500.00 | |
| Peters Yaffee - Traffic Engineer | $ 18,700.69 | |
| ETM Associates | $ 55,818.75 | |
| | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL | | $ 2,563,119.73 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 3,868,184.73** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | $ 1,230,509.85 |
| **TOTAL AMENDED CONTRACT AMOUNT** | $ 5,098,694.58 |

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# City of Jacksonville, Florida

*Donna Deegan, Mayor*

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

ONE CITY. ONE JACKSONVILLE.

September 21, 2023

The Honorable Donna Deegan, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Deegan:

**Ref: P-34-22 Professional Services for Metropolitan Park Design**
Department of Public Works/Engineering & Construction Management Division

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was **adopted**:

That the City of Jacksonville enter into a contract with Civitas, Inc., for Professional Services for Metropolitan Park Design, that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide a lump-sum amount for Design Services in the amount of $1,193,446.35 and not-to-exceed limits for: Environmental in the amount of $2,500.00, Civil Engineering in the amount of $143.50, Event Architecture/Programming in the amount of $20,000.00, Event Risk Management in the amount of $6,420.00 and Public Engagement in the amount of $8,000.00, with a maximum indebtedness to the City in the amount of $1,230,509.85. The period of service is from execution of the contract to Project Completion. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

For: Dustin Freeman, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Karen Bowling
Donna Deegan, Mayor

This 25th day of September, 2023

DF: ab

cc: Council Auditor
James McCain, Jr., OGC
Subcommittee Members

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

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

# 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

ONE CITY. ONE JACKSONVILLE

August 25, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

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

COJ PROCUREMENT

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

Jonathan Page, P.E.
Professional Engineer

'23 SEP 18 PM 1:18:16

Jill Enz
Chief of Natural and Marine Resources

SUBJECT: New Contract Request P-34-22 Contract No. TBD
Civitas, Inc.
Professional Services for Metropolitan Park Design

The Engineering Division has negotiated with the consultant selected for Professional Services for Metropolitan Park Design, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. This project was bid as Encouragement.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Civitas, Inc. for Professional Services for Metropolitan Park Design, that includes the attached Scope of Services, Exhibit A and Fee Schedule, Exhibit B, to provide a lump sum amount for Design Services in the amount of $1,193,446.35 and not to exceed limits for: Environmental in the amount of $2,500.00, Civil Engineering in the amount of $143.50, Event Architecture/Programming in the amount of $20,000.00, Event Risk Management in the amount of $6,420.00 and Public Engagement in the amount of $8,000.00, with a maximum indebtedness to the City in the amount of $1,230,509.85 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

| ACCOUNTS: | |
|---|---|
| 32124.153119.5655030.010594.00000000.00000.0000000 | |
| TOTAL | $1,230,509.85 |

NS/lw

Attachment: Exhibits A& B
JSEB Participation

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

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EXHIBIT A

CIVITAS

CONSULTING SERVICES AGREEMENT:
PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR JACKSONVILLE METROPOLITAN PARK

CIVITAS PROJECT# 2-22-0036

PROJECT INFORMATION

**Owner:**

City of Jacksonville
Ed Ball Building 214 N. Hogan Street, Suite 800 Jacksonville, Florida 32202

**Prime Consultant/Lead Designer:**

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303)571-0053 phone
Scott Jordan, Principal in Charge
Mark Johnson, Consulting Principal

Subconsultant(s) to Civitas:

Halff - Local LA/Arch/Coastal
Populous - Event Arch/Programming
Hanson Professional Services - Civil
Event Risk Management Solutions - Event Security
WET Engineering - Water Feature Design
ADG - Engagement
Meskel and Associates – Environmental/Geotech
Morales Consulting Eng - Marine Structural
The Ohmega Group - Electrical and Lighting
Clary and Associates - Survey
ACON Construction Co – Cost Estimation

SITE INFORMATION

Jurisdiction: Jacksonville Florida
Total Site Area: 12 Acres
Total Project Budget: $20,000,000 (excludes any water-based improvements which will be part of a separate budget)

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CIVITAS

GENERAL SCOPE OF SERVICES

Civitas will direct the sub-consultant team, manage communications and schedules to achieve the Scope in approximately 6-7 months from Notice to Proceed from Client. Civitas will collaborate with City Staff, the community, and a city compiled Task force comprised on key Stakeholders, Representatives from other City Agencies, and key Non-Governmental Agencies throughout the process. We will engage via meetings, public presentations, and other communications to envision a transformation of the existing riverfront site into a destination venue for recreation, concerts, and flexible space activities. The proposed scope assumes bi-weekly check-ins with City Staff, and monthly in-person Task Force Working Sessions where the design team will present our findings, test our ideas, and develop consensus prior to any information being shared at planned community events.

Metropolitan Park is a riverfront park located approximately 1 1/2 miles East of Downtown Jacksonville, Florida along Bay Street and sits along the St. John's River and Northbank Riverwalk. The area will become the bookend to The Shipyards West development which will include the Four Seasons Hotel, an extension of the Riverwalk, a recreational area, the USS Orleck Naval Museum, the historic Jacksonville Fire Museum, and various private but open to the public uses such as restaurants and entertainment venues. Located directly across Bay Street, the park will have access to TIAA Bank Field, Flex Field, Daily's Place Amphitheater, and will sit adjacent to WJCT public media.

With the completion of Metropolitan Park and public infrastructure improvements, the city expects to increase walkability and accessibility to a myriad of services such as retail, inviting nightlife, increased residential living, and provide visitors and citizens access to waterfront park amenities.

**TASK 1 -Data Collection, Analysis and Understanding (4 weeks)**

*Project Kick-off*

We will begin the process with an initial Kick-off Meeting to re-affirm the scope, schedule, communication protocols. As part of this initial kick-off meeting the Civitas team will spend a day touring the site and surrounding community with city staff and other key stakeholders.

*Data Collection and Analysis*

Our discovery process will include assessing existing conditions and studying pertinent plans to fully understand the baseline of known conditions, regional amenities, circulation networks and park offerings, key issues, and desires for the outcome of Metropolitan Park.

In addition to existing conditions a key analysis will include careful study and compilation of data related to the existing and proposed event spaces (including event layouts, security, programming) located throughout Jacksonville. This data will play an important role in determining the type and size of events anticipated for the re-envisioned park.

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CIVI
TAS

*Technical Studies*
Utilizing trusted local consultants our team will complete the following technical studies.

1. Geotechnical and Boring
2. Topographic Survey of the site in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S. Set 2 Benchmarks NAVD88, 1 Foot contours, including.
    - Trees, Utilities - above ground, drainage and sanitary, flagged wetlands, and Bathymetric - 10' off the Bulkhead
      (Note SUE will be completed in a future phase of the project.)
3. Existing Tree Assessment by a Certified Arborist to review the health and relocation potential of existing tree canopy.
4. Environmental Walkthrough and Existing Wetland Analysis

*Task Force Working Session #1*
Our initial task force working session will include presentations by the Civitas team of our preliminary findings of our analysis work, existing event analysis, site security assessment, and our draft guiding principles for the project.

***Task 1 - Meetings***

1. Bi-weekly coordination calls with City Project Manager
2. Kick-off Meeting and Site Tours (in-person assumes 2 full days)
3. Task Force Working Session #1

***Task 1 - Deliverables***

1. Understanding/Analysis Report
2. Event Analysis and Site Security Report
3. Geotechnical Report (requires 6-8 weeks to complete)
4. Site Survey (Auto Cad Civil 3D Format) (requires 6-8 weeks to complete)
5. Existing Tree Assessment
6. Wetland Analysis

**TASK 2 – Park Programming / Purpose (4 weeks)**
Prior to beginning any formal design studies for the park, we intend to first refine the overall park programming and purpose. As part of the larger Riverfront Open Space system, the park should not replicate existing or proposed programming, while creating a unique park experience that will draw users to the easternmost edge of the Riverfront. This phase of the project will explore the potential programming, refine our understanding of the intended event programming and security, and explore/create a larger framework of programs and adjacency studies that will guide the future design phases of the project.

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TAS

*Task Force Working Session #2*
This working session will include presentations by the Civitas team of potential park programming and event frameworks, preliminary event configuration diagrams, and a series of precedent studies and imagery to depict program and overall park configuration options.

***Task 2 - Meetings***

1. Bi-weekly coordination calls with City Project Manager
2. Task Force Working Session #2

***Task 2 - Deliverables***

1. Park Program and Event Frameworks
    i. Bubble and Adjacency diagrams
    ii. Opportunity and Constraint assessment of each framework
2. Precedent Analysis

**TASK 3 – Design Alternatives (8 Weeks)**
Armed with task force feedback, we will synthesize these programming and event frameworks into conceptual design alternatives. We will begin to refine program allocation, signature design elements, environmental and sustainable strategies, bulkhead configurations, regional connections, and critical infrastructure elements to inform the overall composition and configuration of each alternative. This phase of the work will include a variety of diagrams, plan graphics, preliminary 3D digital modeling and sketch perspective renderings to depict the alternatives. During this phase we anticipate two separate Task Force Working sessions to assist in vetting and testing our thinking, and to help refine the studies.

*Task Force Working Session #3*
This working session will include presentations of up to (3) three preliminary park alternatives that represent a range of programming, event facilities, and overall design boldness.

*Task Force Working Session #4*
Following working session #3 this session will focus on refined design alternatives that include preliminary refined plan graphics, 3D digital modeling, and preliminary opinions of probable cost for each alternative. The presentation provided will be a preview of the information that will be shared at the first Community Event. The goal of this working session is to develop consensus and provide any supplemental guidance and design adjustments necessary prior to the community event.

*Community Event #1*
The initial community event will include a presentation of all work completed to date including the analysis, proposed park programming and the conceptual design alternatives. Following the presentation, the design team will host a series of interactive activities to enable community members to provide feedback in a variety of ways to ensure that everyone who participates has the opportunity to participate in was method that is comfortable to them. As part of this engagement, we will develop a design screening matrix to weigh each option against the established design principles, the project goals, and the community's perceptions.

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***Task 3 - Meetings***

1. Bi-weekly coordination calls with City Project Manager
2. Task Force Working Session #3 and #4
3. Community Event #1

***Task 3 - Deliverables***

1. Up to three (3) conceptual design alternatives represented via:
    i. Series of plan diagrams
    ii. Rendered and annotated Site Plans
    iii. Digital 3D modelling with sketch level perspectives
    iv. Precedent Imagery
2. Preliminary Opinion of Probable Cost for each alternative
3. Facilitation, public notification, and all necessary graphic boards and supplies required to host Community Event #1
4. Presentation and materials for project-based website including unique engagement and survey techniques.

**TASK 4 – Schematic Design (30% Drawings) (8 Weeks)**
Following the initial Community Engagement, we will begin honing the design for the preferred concept plan. We will develop conceptual open space design, grading, circulation, parking, as well as conceptual furnishing, hardscape and landscape palette to inform updated opinions of probable cost and develop any required phasing strategies.

This task will include two additional task force working sessions and a second community event to continue to advance the design and to garner community support.

*Task Force Working Session #5*
This working session will provide the task force a summary of Community Event #1 and enable the design team to work with the task force to formalize the direction for the preferred plan and to discuss the potential for any phasing strategies.

*Community Event #2*
We will work with the Task Force and the stakeholder team to strategize the best format to convey the refined concept plan to the community and develop an interactive activity that will enable community comments and perceptions to be documented and visually quantified in a method that is easily understood by the Community, Stakeholders, and the Project team.

*Task Force Working Session #6*
Following the completion of Community Engagement #2, our team will consolidate community comments into a summary document and meet with the Task Force to review comments and create an action plan to move the design forward with the completion of a Schematic Design. At the end of the Schematic Design, Civitas will present the final vision, cost estimate to the Task Force for review and approval, prior

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to moving into Detailed Design and Construction documents that will be part of a future contract amendment.

***Task 4 - Meetings***

1. Bi-weekly coordination calls with City Project Manager
2. Task Force Working Session #5 and #6
3. Community Event #2

***Task 4 - Deliverables***

1. Preferred Plan Refinement
   i. Updated 3D Digital model
   ii. Perspective Renderings (Up to 5)
   iii. Site Plan Rendering
   iv. Updated Opinion of Probable Cost for preferred plan
2. Facilitation, public notification, and all necessary graphic boards and supplies required to host Community Event #2
3. Schematic Design Drawings – all in electronic PDF format
   i. Annotated/Keynoted Hardscape, Planting and Grading plan, for all site areas.
   ii. Site Sections and Elevations
   iii. Architectural plan and 3D studies for proposed structures
   iv. Design narrative including, material lists, furnishings concepts.
   v. Updated to perspective renderings.
   vi. Final Opinion of Probable Cost

FEES

We developed these fees based on the assumed $3M design fee budget outlined by the city. Please see Exhibit B CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION.

ASSUMPTIONS

A. Only submittals noted under deliverables are included. If additional submittals are required or multiple updates to submittals are required, additional fee will be necessary.

B. All submittals will be in digital format including final master plan document. All submittal hardcopies to be provided by Client.

C. All landscape drawings to be completed in AutoCAD format.

D. Maintenance Manual is not included, but can be performed as an additional service.

E. Only the services and meetings outlined above are included in this scope of work, if additional meetings or studies are required, additional fee in the form of an additional services agreement will be required.

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CIVITAS

FORM OF CONTRACT

Labor for services described in this proposal would be provided under a phased fixed-fee agreement, with subconsultants and reimbursable expenses above and beyond the labor fee.

REIMBURSABLE EXPENSES

Normal reimbursable expenses include printing, delivery services, and photo reproduction. Expenses will be billed at cost.

TRAVEL

Travel outside the Denver metropolitan area is anticipated. Expenses related to such travel will be billed in accordance with other project reimbursable expenses as detailed above.

ADDITIONAL SERVICES

When the Owner or Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas to the Owner/Client. This request must be approved by the Owner/Client prior to Civitas beginning the additional work. Based on the Owner's/Client's and Civitas' needs, the additional service may be considered an additional billing group, or may be included in the overall contract amount.

BILLING RATES

See Exhibit B CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

ACCEPTANCE

| | | | |
|---|---|---|---|
| Signature | | Signature | |
| Date | July 18, 2023 | Date | |
| Name | Scott Jordan - Treasurer | Name | |
| Company | Civitas<br>1200 Bannock Street<br>Denver, CO 80204 | Company | |
| Phone | (303) 571-0053 | Phone | |
| Fax | (303) 825-0438 | Fax | |

Please sign and return a digital copy to Civitas Inc.

TERMS OF AGREEMENT

A. Per City Standard Contract.

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Civitas | **4. Date of Proposal**<br>July 6, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Senior Principal | $ 99.00 | 110 | $ 10,890.00 | |
| Principal | $ 88.00 | 300 | $ 26,400.00 | |
| Project Manager | $ 45.00 | 925 | $ 41,625.00 | |
| Senior Designer | $ 67.00 | 160 | $ 10,720.00 | |
| Designer | $ 40.00 | 800 | $ 32,000.00 | |
| QA/QC | $ 75.00 | 80 | $ 6,000.00 | |
| | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 53.74 | 2375 | | $ 127,635.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 191,452.50 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 319,087.50** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 31,908.75 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 2,000.00 | |
| Transportation & Shipping | $ 38,000.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ 40,000.00 |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| - Halff - LA \| Architecture \| Environmental | $ 219,456.93 | |
| - Hanson Professional Services - Civil | $ 125,345.27 | |
| - Populous - Event Architecture \| Programming | $ 126,025.60 | |
| - Event Risk Management Solutions - Event Risk | $ 43,139.25 | |
| - Wet Engineering - Water Feature | $ 4,991.25 | |
| - Meskel and Associates - Contamination and Geotech | $ 105,635.21 | |
| - Morales Consulting Engineer - Marine Structural | $ 11,012.89 | |
| - The Ohmega Group - Electrical \| Lighting | $ 14,342.45 | |
| - Clary - Survey | $ 60,940.00 | |
| - ACON - Cost Estimator | $ 11,660.00 | |
| - ADG - Engagement | $ 79,901.25 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 802,450.10 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| - Halff - LA \| Architecture \| Environmental | $ 2,500.00 | |
| - Hanson Professional Services - Civil | $ 143.50 | |
| - Populous - Event Architecture \| Programming | $ 20,000.00 | |
| - Event Risk Management Solutions - Event Risk | $ 6,420.00 | |
| - ADG - Engagement | $ 8,000.00 | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ 37,063.50 |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 1,230,509.85** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

# ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, FL 32224 • Telephone (904) 565-9060 Fax (904) 565-9080 • #CGC022916

## *Proposal*

***Date:*** July 18, 2023

***Submitted by:***
ACON Construction Co., Inc.
3653 Regent Blvd, Suite 401
Jacksonville, FL 32224

Tel: (904) 565-9060

***Submitted to:***
Juliana de Affonseca <jaffonseca@civitasinc.com>
CIVITAS
CELL: 561.632.3376

***Project:*** ***Met Park Project Design Cost Budgeting Support***

*We hereby submit the following provide up to 106 hours of design team support in developing budgets. Efforts will be divided among several phases and ACON will provide necessary support at various phases. Should efforts increase, ACON and Civtas will negotiate changes. Rates are broken down in attached sheet:*

**Total Proposal.....$11,660.00**

*This quotation is made in good faith by ACON Construction Co., Inc and is subject to changes or adjustments based on differences in interpretation of drawings, specifications or intentions by others.*

***Respectfully submitted:*** ACON Construction Co., Inc.
*Frank Anderson*
Vice President

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

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

### PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>Met Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>ACON | **4. Date of Proposal**<br>July 18, 2023 |

### PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principle Engineer | | | $ 0.00 | |
| Project Manager/Estimator | $ 40.00 | 106 | $ 4,240.00 | |
| Design Engineer | | | $ 0.00 | |
| Designer or Technician | | | $ 0.00 | |
| Drafter | | | $ 0.00 | |
| Field Inspector | | | $ 0.00 | |
| Clerical | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 40.00 | 106 | | $ 4,240.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | 150 % x Total Direct Labor | | | $ 6,360.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 10,600.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | x | | **10%** | $ 1,060.00 |

### PART III - OTHER COSTS

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

### PART IV - SUMMARY

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 11,660.00** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

Acuity Design Group, Inc.
CONNECT. CREATE. COMMUNICATE.

ADG

**Subject: Metropolitan Park Design Proposal**
This provides Acuity Design Group's response to CIVITAS request for services need for the Metropolitan Park Design Project.

ADG will assist CIVITAS with the following services:

1. Public Involvement Planning and Management
2. Conduct series of workshops and community meetings
3. Stakeholder coordination and management
4. Internal and external team communication
5. All Public Relations Support
6. Graphic Design and Report Preparation Support
7. Project Brand Development
8. Project Website design and Maintenance

**Total Fee: $87,901.25**

We appreciate this opportunity to present our credentials and we look forward to sharing our capabilities and ideas in person. In the interim, we'll be happy to provide any additional information as requested.

Sincerely,

Cantrece Jones, President
Acuity Design Group, Inc.

975 McDuff Ave. S. | Jacksonville, FL 32205 | 904-619-8605 |
www.allADG.com

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Project Name<br>Orignal Contract | **2. Proposal No. / Contract No.** |
| **3. Name of Consultant orSubconsultant:**<br>Acuity Design Group | **4. Date of Proposal**<br>July 17, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Public Engagement Lead | $ 65.00 | 307 | $ 19,955.00 | |
| Outreach Coordination | $ 35.00 | 260 | $ 9,100.00 | |
| Design Engineer | | | $ 0.00 | |
| Designer or Technician | | | $ 0.00 | |
| Drafter | | | $ 0.00 | |
| Field Inspector | | | $ 0.00 | |
| Clerical | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 51.24 | 567 | | $ 29,055.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | 150 % x Total Direct Labor | | | $ 43,582.50 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 72,637.50** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 7,263.75 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 0.00 | |
| Transportation & Shipping | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| Prinitng or Marketing Materials | $ 8000 | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ 8,000.00 |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 87,901.25** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS

**jaffonseca@civitasinc.com**

May 30, 2023

Civitas
1200 Bannock Street
Denver Colorado 80204

Attn: Juliana De Affonseca

Re: Metropolitan Park

Dear Ms. De Affonseca

Pursuant to your request, we are pleased to submit to you our proposal for the surveying and mapping services on the above referenced property. The scope of our services to be provided is outlined as follows:

1. Perform a **Topographic Survey** of the site in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S. Set 2 Benchmarks NAVD88, 1 Foot contours and Auto Cad Civil 3D Deliverable.
   **Scope of Work:**

A. Topo Limits of attached sketch
B. Trees (All Trees)
C. Utilities – Above Ground, Drainage and Sanitary – we will do full SUE later.
D. Flagged wetlands (small area)
E. Bathymetric – 10' off the Bulkhead
F. Floating Docs

Our fees to perform the above outlined scope of services will be a lump sum amount of $60,500 (Sixty Thousand Five Hundred Dollars).

Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by Clary & Associates, Inc. constitutes acceptance of the price and terms contained in the proposal.

**The fee quoted herein does not include Title Commitment or Title Abstract review unless provided prior to the date of this proposal, If Boundary Survey is required a separate proposal can be drafted. Any additional work or additional certifications requested outside of the above outlined scope of work can be quoted at that time on a lump sum basis or will be billed to you at our current hourly rates.** In addition to the lump sum fees in this contract, any out-of-pocket expenses will be billed to you at our cost.

Initial_____

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B



TERMS:

The CLIENT will be billed on a progress-completed basis, and the **BILL WILL BE DUE UPON RECEIPT**. Balances outstanding more than thirty (30) days from the date of billing shall bear interest at the rate of one and one-half percent (1-1/2%) per month. All collection costs, including reasonable attorney's fees, shall be paid by the CLIENT. This agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Clary & Associates, Inc. shall be compensated, as provided herein, for services performed to termination date and for all termination expenses.

We certainly appreciate the opportunity of submitting this proposal to you and if the above meets with your approval, please execute one copy of this agreement by initialing the preceding pages, signing below, and returning this to our office for our files. If you have any questions, please do not hesitate to call.

This proposal consists of 3 pages. Any additions or exclusions to this document are not considered a part hereof.

Sincerely,
Clary & Associates, Inc.
*Professional Surveyors & Mappers*

Michael Nethery
Executive Vice President

**Company**
**(CLIENT) Name:** _____

Address: _____

City: _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____

E-Mail Address: _____

Name/Signature: _____

Title: _____ Date: _____

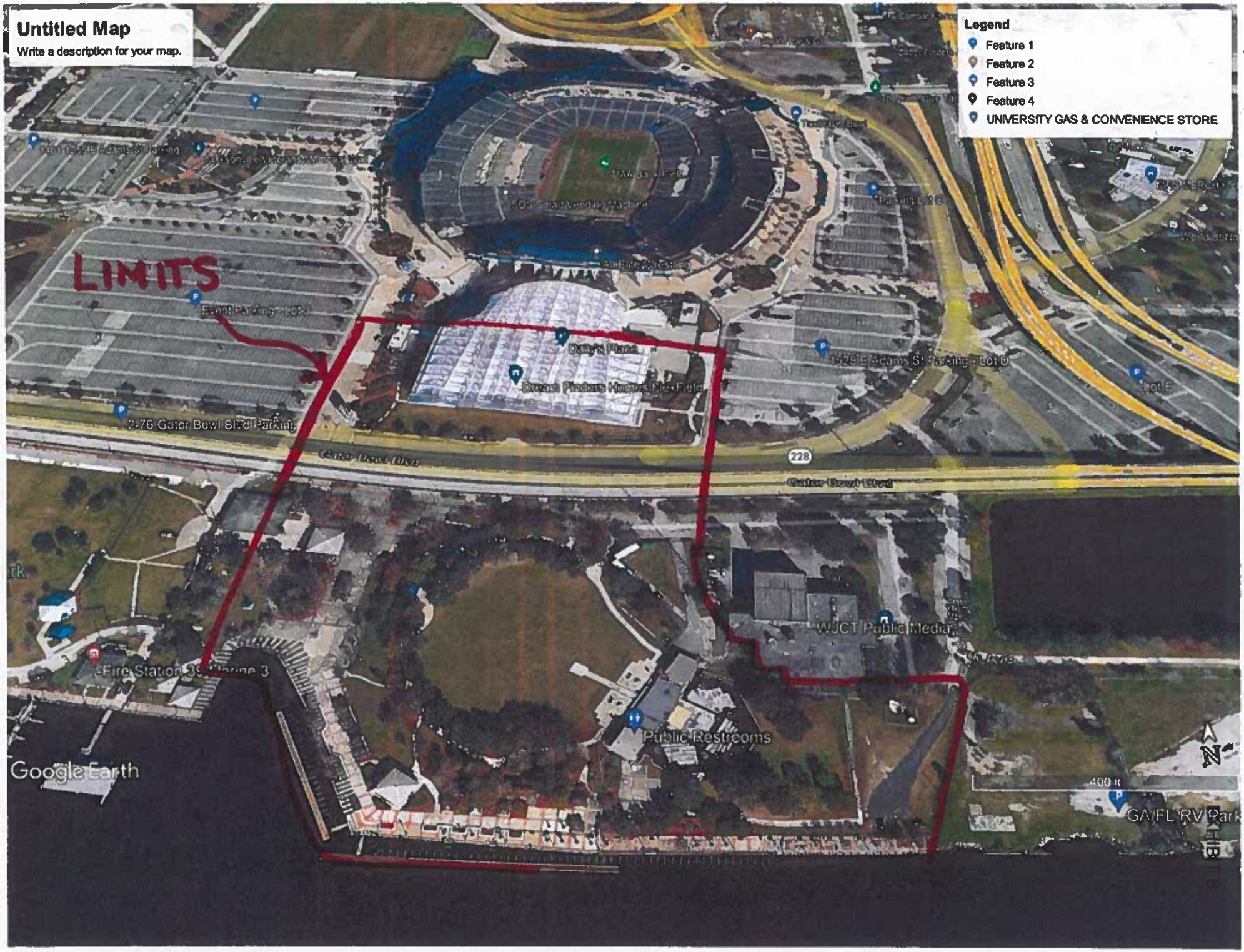


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EXHIBIT B

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Clary | **4. Date of Proposal**<br>July 6, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| | | | $ 0.00 | |
| 3 MAN SURVEY CREW | $ 68.00 | 300 | $ 20,400.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| OFFICE CAD | $ 44.00 | 40 | $ 1,760.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 65.18 | 340 | | $ 22,160.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | 150 % x Total Direct Labor | | | $ 33,240.00 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 55,400.00** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 5,540.00 |

**PART III - OTHER COSTS**

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

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 60,940.00** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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ERMS EVENT RISK MANAGEMENT SOLUTIONS

July 17, 2023

Mr Scott Jordan
Principal in Charge
Civitas Inc.
1200 Bannock St
Denver CO 80204

Dear Scott,

Event Risk Management Solutions (ERMS) is delighted to have the opportunity to present our safety and security design proposal to support Civitas' vision for the Metropolitan Park project to transform the existing riverfront site into a destination venue for recreation, concerts and flexible space activities for the City of Jacksonville, FL. The all-inclusive project professional fees and travel cost schedule is not to exceed $48,824.00 (per attached project cost schedule) to support the project team's delivery of the following tasks:

- Task 1 - Data Collection, Analysis and Understanding
- Task 2 - Park Programming / Purpose
- Task 3 - Design Alternatives
- Task 4 - Schematic Design
- Task 5 - Engagement + Outreach

ERMS's enterprise security risk management methodology is undermined by international and industry standards best practices, and aligned to a' secure by design' approach to inform risk-based decisions for recommendations pertaining to safety and security design recommendations (including people, process, technology and physical security) that are proportionate to the risk (threat) and support the vision for Metropolitan Park to provide exceptional experiences for the public and event attendees.

I look forward to the confirmation of ERMS's proposal with you at your earliest convenience.

Yours sincerely,

**Peter Ashwin**
Principal
e: peter.ashwin@ermsglobal.com
c:617.396.0788

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Project Name: Jacksonville Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Event Risk Management Solutions (ERMS) | **4. Date of Proposal**<br>7/06/2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principle Engineer | | | $ 0.00 | |
| Project Manager / Principal Consultant | $ 63.00 | 249.00 | $ 15,687.00 | |
| Design Engineer | | | $ 0.00 | |
| Designer or Technician | | | $ 0.00 | |
| Drafter | | | $ 0.00 | |
| Field Inspector | | | $ 0.00 | |
| Clerical | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 63.00 | 249 | | $ 15,687.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | 150 % x Total Direct Labor | | | $ 23,530.50 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 39,217.50** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 3,921.75 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ N/A | |
| Transportation & Shipping | $ N/A | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)** | N/A | |
| - Survey | $ | |
| - Geotechnical | $ | |
| - Environmental | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | N/A | |
| Travel Costs | $ 6420 | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ 6,420.00 |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 49,559.25** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

halff

Scope of Services

| | | | |
|---|---|---|---|
| **To:** | Civitas | **Date:** | 7/17/2023 |
| **From:** | Joe Loretta | **AVO:** | 052983.001 |
| **Email:** | jloretta@halff.com | | |
| **Subject:** | Metropolitan Park – Halff Scope of Services | | |

---

Halff will serve as a local Project Manager, Design Team and Consultant to Civitas to achieve the Scope in approximately 6-7 months from Notice to Proceed from Client. Halff will assist Civitas with local collaboration of City Staff, the community, and a city compiled Task Force comprised of key Stakeholders, representatives from other City Agencies, and key Non-Governmental Agencies throughout the process. We will engage via meetings, public presentations, and other communications to envision a transformation of the existing riverfront site into a destination venue for recreation, concerts, and flexible space activities. The proposed scope assumes bi-weekly check-ins with City Staff, and monthly in-person Task Force Working Sessions where the Design Team will present our findings, test our ideas, and develop consensus prior to any information being shared at planned community events.

Metropolitan Park is a riverfront park located approximately 1 1/2 miles East of Downtown Jacksonville, Florida along Bay Street and sits along the St. John's River and Northbank Riverwalk. The area will become a bookend to The Shipyards West development which will include the Four Seasons Hotel, an extension of the Riverwalk, a recreational area, the USS Orleck Naval Museum, the historic Jacksonville Fire Museum, and various private but open to the public uses such as restaurants and entertainment venues. Located directly across Bay Street, the park will have access to TIAA Bank Field, Flex Field, Daily's Place Amphitheater, and will sit adjacent to WJCT public media.

**TASK 1 -Data Collection, Analysis and Understanding (4 weeks)**

*Project Kick-off*

Halff project leadership will attend the initial Kick-off Meeting to re-affirm the scope, schedule, communication protocols. As part of this initial kick-off meeting, members of the Halff Team will join Civitas and spend a day touring the site and surrounding community with City staff and other key stakeholders.

*Data Collection and Analysis*

Halff will assist the design team with the following Data Collection and Analysis

A. Wetland analysis and determination of small pond on-site
B. Collect and assemble existing local GIS data and other adjacent projects
C. Work with the Engineer to develop a base exhibit from GIS and existing nearby projects
D. Evaluate river conditions, including future storm surge considerations
E. Arborist evaluation of existing tree vegetation and their health
F. Assist with opportunities and constraints / design analysis

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halff

*Task Force Working Session #1*
Our initial task force working session will include presentations from our Coastal Engineering and Environmental departments on their initial study. Our Arborist will also discuss the health of existing vegetation on-site. Then, the Halff team will assist Civitas on the preliminary analysis for the project.

***Task 1 - Meetings***
1. Bi-weekly coordination calls with City Project Manager
2. Kick-off Meeting and Site Tours (in-person, assumes 2 full days)
3. Task Force Working Session #1

***Task 1 - Deliverables***
1. Wetland Analysis / Memorandum
2. Existing Tree Assessment

**TASK 2 – Park Programming / Purpose (4 weeks)**
Provide programming assistance to Civitas in the development of the park program and purpose, including structures that should be considered within the park.

***Task Force Working Session #2***
Halff will be in attendance for this programming meeting and assist with the presentation, discussion, and associated studies.

**TASK 3 – Design Alternatives (8 Weeks)**
Halff will assist the Civitas team with the organization of the programming into conceptual design alternatives. Halff will assist the team to provide assistance through a variety of diagrams and plan graphics to depict potential alternatives.

***Task Force Working Session #3***
Halff will attend the Task Force working session to assist with the presentation of preliminary park alternatives.

***Task Force Working Session #4***
Following working session #3, Half will work with the Civitas team to focus on refined design alternatives that include preliminary refined plan graphics. At the completion of the refined plan, Halff will join the Civitas Team on this updated task force working session to preview the information that will be shared at the first Community Event.

***Community Event #1***
Halff will participate with the Civitas Team in the Initial community event meeting. Staff will assist the team and host a series of interactive activities to enable community members to provide feedback in a variety of ways to ensure that everyone who participates has the opportunity to participate in the method that is comfortable to them.

***Task 3 - Meetings***
1. Bi-weekly coordination calls with City Project Manager
2. Task Force Working Session #3 and #4
3. Community Event #1

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**TASK 4 – Schematic Design (30% Drawings) (8 Weeks)**
Following the initial Community Engagement, Halff will assist the Civitas Design team and begin honing the design for the preferred concept plan. We will develop conceptual open space design, grading, circulation, parking, as well as conceptual furnishing, hardscape, and landscape palette. The Halff Design Team will be focusing on local plant palate and selection, architectural structures such as restrooms, concessions, and shade structures, as well as assisting with the grading and layout design.

This task will include two additional task force working sessions and a second community event to continue to advance the design and to garner community support.

***Task Force Working Session #5***
Halff will participate in this working session to formalize the direction for the preferred plan and to discuss the potential for any phasing strategies.

***Community Event #2***
Halff will assist the Civitas Design Team with preparation of plans and graphics, along with attendance as this second munity presentation.

***Task Force Working Session #6***
Following the completion of Community Engagement #2, Halff will assist the completion of the Schematic Design.

***Task 4 - Meetings***
1. Bi-weekly coordination calls with City Project Manager
2. Task Force Working Session #5 and #6
3. Community Event #2

***Task 4 - Deliverables***
1. Plans assistance and preparation of schematic design drawings – all in electronic PDF format
    i. Annotated/Keynoted Hardscape, grading and planting for all site areas.
    ii. Architectural plan and 3D studies for proposed structures

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EXHIBIT B

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolian Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>Halff | **4. Date of Proposal**<br>July 12, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Manager | $ 79.33 | 160 | $ 12,692.80 | |
| Coastal Engineering Team Leader | $ 82.69 | 12 | $ 992.28 | |
| Senior Landscape Architect | $ 54.33 | 300 | $ 16,299.00 | |
| Architectural Team Leader | $ 58.65 | 78 | $ 4,574.70 | |
| Environmental Project Manager | $ 55.28 | 8 | $ 442.24 | |
| Sr. Designer - LA / Arch | $ 43.00 | 315 | $ 13,545.00 | |
| Designer - LA / Arch / Environmental | $ 33.65 | 600 | $ 20,190.00 | |
| **TOTAL DIRECT LABOR** | $ 46.66 | 1473 | | $ 68,736.02 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 190.25 % x Total Direct Labor | | | $ 130,770.28 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 199,506.30** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 19,950.63 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| Printing | $ 2,000.00 | |
| Transportation & Shipping | $ 500.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ 2,500.00 |
| **10. SUBCONSULTANTS (Lump Sum)** | | |
| - Survey | $ | |
| - Geotechnical | $ | |
| - Environmental | $ | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | |
| - Survey | $ | |
| - Geotechnical | $ | |
| - Environmental | $ | |
| | $ | |
| | $ | |
| | $ | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 221,956.93** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 21, 2023

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

Dear Ms. Fleming:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 6 - Traffic Engineering and Operations Studies

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

Group 7 - Traffic Operations Design

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

Group 8 - Survey and Mapping

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

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EXHIBIT B

Group 10 - Construction Engineering Inspection

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

Group 13 - Planning

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

Group 14 - Architect

Group 15 - Landscape Architect

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

Approved Rates

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

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

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

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

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

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HANSON
ENGINEERING | PLANNING | ALLIED SERVICES

PH 904-737-0090
HANSON-INC.COM

8075 Gate Parkway West, Suite 204
Jacksonville, FL 32216

July 13, 2023

Mr. Scott Jordan
CIVITAS Inc.
1200 Bannock Street
Denver, Co. 80204-3631

RE: Metropolitan Park Concept Development – Civil Support Services
Hanson Project No. 22L0146

Dear Mr. Jordan

Hanson Professional Services Inc. (Hanson) is pleased to submit our proposal for civil support for the concept development and schematic design phases for Metropolitan Park. The following scope of professional services includes initial evaluation of the city park's existing conditions, support during park programming, development of purpose/need and evaluation of design alternatives. Once the concept vision is accepted, schematic plans will be developed, and a preliminary construction estimate will be prepared.

## I. SCOPE OF SERVICES

### A. Data Collection, Analysis and Understanding

1. Hanson will provide the following professional design and consulting services:
    a. Attend Project Kick-Off Meeting in Jacksonville
    b. Site Walk (Civil Support)
    c. Design Team Meeting (Assume 2 hours)
    d. Meeting with City Staff (Civil Support)
    e. Data Collection/Analysis (Civil Support)
    f. Prepare Basemap and Distribute
    g. Collect and Assemble Data (Civil Support)
    h. Existing Utilities
    i. Flood Plain Mapping
    j. Parking (Civil Support)
    k. Transportation (Civil Support)
    l. Parcel Maps (Civil Support)
    m. Identify Issues, Constraints and Opportunities - Analysis Findings (Civil Support)
    n. Task Force Working Session #1 – In-person
    o. Present Understanding/Analysis Preliminary Findings (Civil Support)
    p. Summary document including finalized narrative, graphics and lessons learned. (Civil Support)

### B. Park Programming / Purpose

1. Hanson will provide the following professional design and consulting services:
    a. Task Force Working Session #2 – In-person
    b. Park Configuration Studies - Bubble/Adjacency Diagrams (Civil Support)

### C. Design Alternatives

2. Hanson will provide the following support professional design and consulting services:
    a. Landform/Grading Studies (Civil Support)
    b. Circulation Options (Civil Support)
    c. Parking Options (Civil Support)
    d. Program Refinement (Civil Support)

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e. Park Architecture Options (Civil Support)
f. Park Element Options (Civil Support)
g. Benefits and Constraints of Each Option (Civil Support)
h. Water Access and Programming (Civil Support)
i. Task Force Working Session #3 – In-person
j. Preliminary Design Alternatives (Civil Support)
k. Refine Design Alternatives - based on Task Force Feedback (Civil Support)
l. Design Refinement (Civil Support)
m. Program Refinement (Civil Support)
n. Technical consultants to provide pricing narrative based on options for estimator. (Civil Support)
o. Task Force Working Session #4 – In-person
p. Design Alternatives Presentation (Civil Support)
q. Recommended changes prior to community event #1 (Civil Support)
r. Community Event #1 (Civil Support)

**D. Schematic Design**

1. Hanson will provide the following professional design and consulting services:
   a. Task Force Working Session #5 – In-person (Civil Support)
   b. Community Event #2 (Civil Support)
   c. Prepare Schematic Design Package – Annotated Plans (Civil Support)
   d. Site Civil / Utility Plan
   e. Site Layout / Hardscape Plans (Civil Support)
   f. Site Grading Plans (Landscape) (Civil Support)
   g. Site Elevations / Sections (Civil Support)
   h. Updated pricing narrative based on options for estimator. (Civil Support)
   i. Schematic Design Drawings Submittal (Civil Support)

## II. SCHEDULE

**A.** It is assumed that the project duration will be approximately 24-30 weeks from NTP.

## III. EXCLUDED SERVICES

**A. Hanson's Scope of Services expressly does not include the following services:**

1. Detailed design/construction documents, including specifications.
2. Geotechnical investigations or Topographic or boundary surveys
3. Regulatory submittals.
4. Any service related to environmental contamination assessment.
5. Subsurface verification of Vertical and Horizontal utilities.

## IV. FEE SCHEDULE

Our fees for the described services are outlined in the following table.

| Scope of Services | Lump Sum Fee |
|---|---|
| Civil | $125,488.77 |

We look forward to working with CIVITAS and the City of Jacksonville on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,

Chantal F. Bowen

Chantal Bowen, PE
Sr. Project Manager Hanson Professional Services

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EXHIBIT B

| PART ONE - GENERAL | |
|---|---|
| 1. PROJECT<br>Metropolitan Park Concept Development | 2. PROPOSAL NUMBER<br>22L0146 |
| 3. CONSULTANT<br>HANSON PROFESSIONAL SERVICES, INC. | 4. DATE OF PROPOSAL<br>7/13/2023 |

| PART TWO - LABOR RELATED COSTS | | | | |
|---|---|---|---|---|
| 5. DIRECT LABOR | HOURLY RATE | ESTIMATED HOURS | ESTIMATED COST | TOTAL |
| Principal | $95.00 | 0 | $ - | |
| Project Manager | $84.00 | 125 | $ 10,500.00 | |
| Project Engineer | $55.50 | 373 | $ 20,701.50 | |
| Engineer Technician | $48.00 | 0 | $ - | |
| CADD Technician | $35.25 | 307 | $ 10,821.75 | |
| Clerical | $30.00 | 0 | $ - | |
| TOTAL DIRECT LABOR | | | | $ 42,023.25 |
| 6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE)<br>OVERHEAD RATE - 171.16% X TOTAL DIRECT LABOR | | | | $ 71,926.99 |
| 7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6) | | | | $ 113,950.24 |
| 8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10% | | | | $ 11,395.02 |

| PART THREE - OTHER COSTS | |
|---|---|
| 9. MISCELLANEOUS DIRECT COSTS | |
| ORIGINAL REPRODUCIBLE - VELLUM PLOTS | |
| BLUELINES - 24"x36" | |
| PAPER COPIES | $12.50 |
| MISCELLANEOUS DIRECT COSTS SUBTOTAL | $ 12.50 |
| 10. SUBCONTRACTS - LUMP SUM | |
| SUB-CONTRACT SUBTOTAL | |
| *TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)* | *$0.00* |
| 11. REIMBURSABLE COSTS (LIMITING AMOUNT) | |
| Mileage | $131.00 |
| SUBTOTAL REIMBURSABLE | $ 131.00 |

| PART FOUR - SUMMARY | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE)<br>ITEMS 5,6,8,9,10,&11 | $ 125,488.77 |

I:\22Jobs\22L0146\Admin\03-Proposal\Pre-Design Phase\[Staffhours_Hanson Metro Park 7 13 2023-smc.xls]Summary

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EXHIBIT B

**HANSON PROFESSIONAL SERVICES, INC.**

**DATE:** 07/13/23
**CLIENT:** City of Jacksonville
**PROJECT:** Metropolitan Park Concept Development

| | | Principal HRS | Project Mgr HRS | Project Eng HRS | Eng Tech HRS | CADD Tech HRS | Clerical HRS | TOTAL HRS |
|---|---|---|---|---|---|---|---|---|
| a. | **Task 1 - Data Collection, Analysis and Understaning - 4 weeks** | | | | | | | |
| | Project Kick-Off Meeting in Jacksonville (Entire Team) | 0 | 3 | 3 | 0 | 0 | 0 | 6 |
| | Site Walk | 0 | 3 | 3 | 0 | 0 | 0 | 6 |
| | Design Team Meeting (Assume 2 hrs) | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| | Meeting with City Staff (Assume 2 hrs) | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| | Data Collection/Analysis | 0 | 2 | 12 | 0 | 14 | 0 | 28 |
| | Prepare Basemap and Distribute | 0 | 2 | 16 | 0 | 24 | 0 | 42 |
| | Collect and Assemble Data | 0 | 1 | 12 | 0 | 14 | 0 | 27 |
| | Existing Utilities | 0 | 2 | 12 | 0 | 12 | 0 | 26 |
| | Flood Plain Mapping | 0 | 2 | 8 | 0 | 8 | 0 | 18 |
| | Parking | 0 | 4 | 12 | 0 | 12 | 0 | 28 |
| | Transportation | 0 | 4 | 12 | 0 | 12 | 0 | 28 |
| | Parcel Maps | 0 | 2 | 8 | 0 | 12 | 0 | 22 |
| | Identify Issues, Constraints and Opportunities (Analysis Findings) | 0 | 4 | 16 | 0 | 2 | 0 | 22 |
| | Task Force Working Session #1 - In-person July 13 | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Present Understanding / Analysis Preliminary Findings | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Summary document including finalized narrative, graphics and lessons learned | 0 | 4 | 16 | 0 | 14 | 0 | 34 |
| | **Sub-total Hours** | **0** | **45** | **142** | **0** | **124** | **0** | **311** |
| | **Hourly Rates** | **$283.36** | **$250.55** | **$165.54** | **$143.17** | **$105.14** | **$89.48** | |
| | **Sub-Total Program Development Dollars** | $0.00 | $11,274.83 | $23,507.13 | $0.00 | $13,037.64 | $0.00 | $47,819.61 |
| b. | **Task 2 - Park Programming / Purpose - 4 weeks** | | | | | | | |
| | Task Force Working Session #2 – In-Person Aug 14 | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Park Configuration Studies (Bubble/Adjacency Diagrams) | 0 | 4 | 8 | 0 | 12 | 0 | 24 |
| | **Sub-total Hours** | **0** | **8** | **12** | **0** | **12** | **0** | **32** |
| | **Hourly Rates** | **$283.36** | **$250.55** | **$165.54** | **$143.17** | **$105.14** | **$89.48** | |
| | **Sub-Total Design Development Dollars** | $0.00 | $2,004.41 | $1,986.52 | $0.00 | $1,261.71 | $0.00 | $5,252.64 |
| c. | **Task 3 - Design Alternatives - 8 weeks** | | | | | | | |
| | Landform/Grading Studies | 0 | 2 | 10 | 0 | 8 | 0 | 20 |
| | Circulation Options | 0 | 2 | 10 | 0 | 8 | 0 | 20 |
| | Parking Options | 0 | 2 | 6 | 0 | 0 | 0 | 8 |
| | Program Refinement | 0 | 2 | 6 | 0 | 0 | 0 | 8 |
| | Park Architecture Options | 0 | 2 | 2 | 0 | 0 | 0 | 4 |
| | Park Element Options | 0 | 2 | 4 | 0 | 0 | 0 | 6 |
| | Benefits and Constraints of Each Option | 0 | 2 | 6 | 0 | 0 | 0 | 8 |
| | Water Access and Programing | 0 | 2 | 6 | 0 | 0 | 0 | 8 |
| | Task Force Working Session #3 – In-Person Sept 19 | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Preliminary Design Alternatives | 0 | 4 | 14 | 0 | 20 | 0 | 38 |
| | Refine Design Alternatives (based on Task Force Feedback) | 0 | 3 | 8 | 0 | 10 | 0 | 21 |
| | Design Refinement | 0 | 2 | 6 | 0 | 6 | 0 | 14 |
| | Program Refinement | 0 | 2 | 3 | 0 | 3 | 0 | 8 |
| | Technical consultants to provide pricing narrative based on options for estimator | 0 | 2 | 16 | 0 | 12 | 0 | 30 |
| | Task Force Working Session #4 – In-Person October 10 | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Design Alternatives Presentation | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| | Recommended changes prior to community event #1 | 0 | 2 | 4 | 0 | 0 | 0 | 6 |

HANSON PROFESSIONAL SERVICES, INC.

EXHIBIT B

DATE: 07/13/23
CLIENT: City of Jacksonville
PROJECT: Metropolitan Park Concept Development

| | Principal HRS | Project Mgr HRS | Project Eng HRS | Eng Tech HRS | CADD Tech HRS | Clerical HRS | TOTAL HRS |
|---|---|---|---|---|---|---|---|
| Community Event #1 – October 17th | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| **Sub-total Hours** | **0** | **47** | **117** | **0** | **67** | **0** | **231** |
| **Hourly Rates** | **$283.36** | **$250.55** | **$165.54** | **$143.17** | **$105.14** | **$89.48** | |
| **Sub-Total Design Development Dollars** | $0.00 | $11,775.94 | $19,368.55 | $0.00 | $7,044.53 | $0.00 | $38,189.02 |
| **d. Task 4 - Schematic Design - 8 weeks** | | | | | | | |
| Task Force Working Session #5 – In-Person November 7th | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| Community Event #2 – November 14th | 0 | 4 | 4 | 0 | 0 | 0 | 8 |
| Prepare Schematic Design Package- Annotated Plans | 0 | 4 | 16 | 0 | 16 | 0 | 36 |
| Site Civi/Utility Plan | 0 | 2 | 20 | 0 | 20 | 0 | 42 |
| Site Layout / Hardscape Plans | 0 | 2 | 12 | 0 | 12 | 0 | 26 |
| Site Grading Plans (Landscape) | 0 | 2 | 10 | 0 | 16 | 0 | 28 |
| Site Elevations / Sections | 0 | 2 | 10 | 0 | 14 | 0 | 26 |
| Updated pricing narrative based on options for estimator | 0 | 2 | 8 | 0 | 8 | 0 | 18 |
| Schematic Design Drawings Submittal | 0 | 3 | 18 | 0 | 18 | 0 | 39 |
| **Sub-total Hours** | **0** | **25** | **102** | **0** | **104** | **0** | **231** |
| **Hourly Rates** | **$283.36** | **$250.55** | **$165.54** | **$143.17** | **$105.14** | **$89.48** | |
| **Sub-Total Design Development Dollars** | $0.00 | $6,263.80 | $16,885.40 | $0.00 | $10,934.80 | $0.00 | $34,084.00 |

| **e. ESTIMATED EXPENSES*** | **Unit** | **$/Unit** | **Quantity** | **Cost** |
|---|---|---|---|---|
| 11 X 17 Copies | ea. | $0.15 | 50 | $7.50 |
| 8.5" x 11" Copies | ea. | $0.10 | 50 | $5.00 |
| Mileage | mi. | $0.655 | 200 | $131.00 |
| | | | | **$143.50** |

**Total - Hanson** **$53,215.75**

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EXHIBIT B

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

June 12, 2023

Jeffery Bowen, Senior Vice President
HANSON PROFESSIONAL SERVICES INC.
8075 Gate Parkway West, Suite 204
Jacksonville, Florida 32216

Dear Mr. Bowen:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

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

Group 8 - Survey and Mapping

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

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EXHIBIT B

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection

Group 13 - Planning

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

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 | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense |
|---|---|---|---|---|
| 166.26% | 0.357% | Reimbursed | No | 6.10% |

**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

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

July 20, 2023

Juliana De Affonseca
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204

Subject: Proposal for Geotechnical Exploration, Contamination Assessment and Engineering Services
COJ P-34-22 Metropolitan Park
Jacksonville, Florida
MAE Proposal No. 230194

Dear Ms. De Affonseca:
**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide the geotechnical exploration, contamination assessment and engineering services for the subject project.

## Geotechnical Scope of Work

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. We have assumed that the proposed construction will include one to 2-story enclosed commercial structures, smaller, open-air structures, an amphitheater, elevated boardwalks supported by timber or concrete piling, sidewalks/trails and miscellaneous grade-supported slabs. In addition, we anticipate several areas that will be elevated with up to several feet of fill. Based on these assumptions, we anticipate the following field services:

| Test Location | Test No. & Type | Test Depth ft below ground surface |
|---|---|---|
| Commercial Structures | 1 SPT*/7,500 to 10,000 sf | 25-40 |
| Amphitheater | 6-10 SPT* | 40 |
| Smaller Structures | 1-2 SPT* / structure | 20 |
| Miscellaneous slabs-on-grade | 1 SPT* / slab | 10 |
| Sidewalks/trails | 1 SPT* / 100-150 LF | 10 |
| Pile-Supported Boardwalks | 1 SPT* / 100 LF | 20-30 |
| Filled Areas | 1 SPT* / 10,000 sf | 10-15 |
| Parking/Drive Areas | 1 SPT* / 10,000 sf | 10 |

*Standard Penetration Test (SPT) Boring

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Once the boring locations are determined, they will be staked/marked in the field and a Utility Locate Request will be filed with the Sunshine State One-Call (SSOC) system to attempt to locate existing underground utilities at the site in accordance with Florida law. Any conflicts with underground utilities will be mitigated by moving the boring location a safe distance from the utility.

Once the SPT borings are completed, they will be backfilled with soil cuttings or a cement grout. Any borings located within existing asphalt or concrete pavement will be capped with an asphalt cold-patch material. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer. The soils will be classified using the Unified Soil Classification System (USCS) and the AASHTO classification system. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. Our evaluation will include:

- Settlement analysis of the shallow foundations supporting the proposed structures,
- Analysis of the soils/rock for pile supported structures to determine allowable pile capacity,
- Settlement analysis of fills placed onsite to estimate settlement and determine site preparation techniques that could lower anticipated settlements, such as preloading or surcharging programs or Ground Improvement techniques, and
- Evaluate presence of soils, such as clays, that could affect the performance of shallow foundations, grade-supported slabs and pavements and determine potential techniques that could mitigate their affects.

The results of the exploration and engineering evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- An estimate of the Seasonal High Groundwater Level at the site,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for shallow foundation design parameters, including our estimate of the performance of the foundation system,

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- Recommended modulus of subgrade reaction for grade-supported concrete slabs,
- Recommendations for reuse of the soils excavated from the proposed pond area as fill soil,
- Recommendations for light-duty and heavy-duty pavements, and
- Recommendations for testing required during site preparation and earthwork construction.

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one week once the utilities have been marked and located. We anticipate that the field work will take 2 to 3 weeks to complete, weather permitting. Laboratory testing will take up to an additional one week depending on the amount of lab testing assigned. We plan to submit a draft version of our geotechnical report 2 weeks after completion of the field and laboratory testing. A final version of the report will be submitted one week following review and submittal of comments on our draft report.

## Contamination Assessment Scope of Work

***Monitoring Well Installation***

Monitoring wells will be installed at the site to measure groundwater levels and to provide a means to sample the groundwater for testing. The monitoring wells will advanced to depths of 12 feet to 15 feet below land surface using a decontaminated hollow stem drilling auger. They will be constructed of 2-inch diameter PVC casing with 10-feet of 0.010-inch slotted screen. The annulus will be backfilled with 20-30 silica sand, with a 30-60 silica seal followed by neat cement. The monitoring wells will be finished with an 8-inch locking manhole in a 2-foot square concrete pad. A locking cap will secure the top of the monitoring well casing. During well construction, soil samples will be collected for field OVA testing and subsequent laboratory analyses.

***Soil Field Screening/Analyses***

Soil conditions will be evaluated during the monitoring well installation by using field OVA testing. The OVA data collected during the monitoring well installation process will be used to determine soil sampling locations and intervals. Soil samples will be collected from locations illustrating either the highest OVA reading, the highest visual/olfactory indicators, or above the water table at each well location.

The soil samples will be placed into laboratory-prepared bottles and secured on wet ice to be transported to an analytical laboratory for chemical analysis. The analyses will include testing for the presence of dissolved volatile organic compounds (full list) by EPA Methods 8260, semi-volatile compounds by Method 8270, 8 RCRA Metals and TRPH by FL-PRO. In addition, samples will be collected for chemical speciation should analytical results indicate exceedances of FDEP action levels.

## Fee

Based on the scope of the services outlined above, we propose to complete our work for a Not-to-Exceed fee of **$105,635.21**. The Fee Summary sheet is attached to this proposal. Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

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

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one week once the utilities have been marked and located. We anticipate that the field work will take 10 to 15 days to complete. Laboratory testing will take up to 2 weeks depending on the amount of lab testing assigned. We expect to submit our geotechnical report 3 weeks after completion of the field and laboratory testing.

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

Sincerely,

**Meskel & Associates Engineering, PLLC**

P. Rodney Mank, P.E.

Principal Engineer

Distribution: Juliana De Affonseca – Civitas, Inc. One (1) e-mail copy

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EXHIBIT B

**PROPOSAL AUTHORIZATION**
For Geotechnical Services
COJ P-34-22 Metropolitan Park
Jacksonville, Florida
MAE Proposal No. 230194

**Billing Information:**

Company Name: _____

Attention: _____

Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

**NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged $50 for each additional copy.**

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

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## PROPOSAL DOCUMENT GENERAL CONDITIONS

**Payment** – Payment shall be due within 30 days after date of invoice.

**Insurance** – Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of $1,000,000 – per occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of $1,000,000 bodily injury by accident – each accident, $1,000,000 bodily injury by disease – each employee, $1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

**Professional Liability**: MAE maintains Professional Liability with limits of $2,000,000 each claim and $3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Legal Jurisdiction** – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

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

**Limitation of Responsibility** – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or $50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

**Use of Documents** – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

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

**Sampling or Testing Location** – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

**Discovery of Unanticipated Hazardous Materials** – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**Force Majeure** – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park | **2. Proposal No. / Contract No.**<br>COJ P-34-22 |
| **3. Name of Consultant orSubconsultant:**<br>Meskel & Associates Engineering, PLLC | **4. Date of Proposal**<br>July 14, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer | $ 77.03 | 15 | $ 1,155.45 | $ 1,155.45 |
| Sr. Project Engineer | $ 74.76 | 40 | $ 2,990.40 | $ 2,990.40 |
| Project Manager | $ 51.00 | 50 | $ 2,550.00 | $ 2,550.00 |
| Staff Engineer | $ 32.20 | 120 | $ 3,864.00 | $ 3,864.00 |
| Senior Engineering Technician | $ 33.00 | 60 | $ 1,980.00 | $ 1,980.00 |
| CADD/Computer Technician | $ 26.10 | 30 | $ 783.00 | $ 783.00 |
| Secretary/Clerical | $ 25.30 | 20 | $ 506.00 | $ 506.00 |
| | | | $ | |
| **TOTAL DIRECT LABOR** | $ 41.28 | 335 | | $ 13,828.85 |

| | | |
|---|---|---|
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | |
| Overhead Rate | 200 % x Total Direct Labor | $ 27,657.70 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | **$ 41,486.55** |
| **8. PROFIT: Labor Related Costs (Item 7)** | x 10% | $ 4,148.66 |

**PART III - OTHER COSTS**

| | | | | |
|---|---|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | | | |
| **Field Exploration** | | | | |
| Soil Borings, Soil Sampling | 1 | $ 45,000.00 | $ 45,000.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| **Laboratory Testing** | | | | |
| Soil Index Testing, Chemical Testing | 1 | $ 15,000.00 | $ 15,000.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 60,000.00 |
| **10. SUBCONSULTANTS (Lump Sum)** | | | | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | | | $ - |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)** | | | | |
| | | | $ | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11) | **$ 105,635.21** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

# 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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EXHIBIT B

MORALES CONSULTING ENGINEERS

3832-010 Baymeadows Rd., Suite 132 • Jacksonville, FL 32217 • 904-434-4366 • www.morales-ce.com

July 10, 2023

Juliana de Affonseca
Landscape Designer
CIVITAS, Inc.
1200 Bannock St.
Denver, CO 80204

**STRUCTURAL ENGINEERING FEE PROPOSAL**
**Waterfront Structural assistance for Metropolitan Park**

Dear Juliana,

Morales Consulting Engineers (MCE) is pleased to provide the following fee proposal for the Marine Structural Engineering services associated with the Metropolitan Park project.

GENERAL SCOPE OF SERVICES
MCE will provide Local waterfront experience and expertise to the Civitas team associated with the development of the Metropolitan Park Project.

TASK 1 -Data Collection, Analysis and Understanding

Project Kick-off
Participate in the initial Kick-off Meeting to re-affirm the scope, schedule, communication protocols and spend a day touring the site and surrounding community with city staff and other key stakeholders. Participate in Bi-weekly Team meetings.

Data Collection and Analysis
Assess the existing conditions and study pertinent plans to fully understand the baseline of known conditions of Metropolitan Park. Provide an understanding of the river conditions, navigation challenges and existing and proposed boating infrastructure. Provide a preliminary summary document of waterfront conditions and assumptions.

TASK 3 – Design Alternatives
Water Access and Programing, work with the team to discuss alternatives for various different waterborne access opportunities. Develop cost estimates for alternatives that are to be taken further into design development.

TASK 4 – Schematic Design

Update Cost estimates for waterfront component of alternatives that have been developed.

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EXHIBIT B

MORALES CONSULTING ENGINEERS

3832-010 Baymeadows Rd., Suite 132 • Jacksonville, FL 32217 • 904-434-4366 • www.morales-ce.com

SCHEDULE

Project Schedule: Overall the project is expected to take 6 to 8 months to complete.

NOTICE TO PROCEED

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

PROPOSED FEE

Morales Consulting Engineers will perform the above-described services for a lump sum fee of $11,000 dollars. Monthly invoices will be submitted to CIVITAS and will be based on the percentage of the project that is complete.

If you have any questions about this additional services proposal, please do not hesitate to contact me.

Respectfully,

Ed Morales Jr., PE
President

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

| PART I - GENERAL | |
|---|---|
| **1. Project:** Metropolitan Park, Original Contract | **2. Project Number** P-34-22 |
| **3. Name of Consultant** Morales Consulting Engineers, Inc. | **4. Date** 7/10/2023 |

**PART II - LABOR RELATED COSTS**

| **5. Labor @ Contract Rates** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Waterfront Structural Engineer | $ 96.15 | 44 | $ 4,230.60 | |
| Design Engineer | $ 96.15 | 0 | $ 0.00 | |
| Senior Engineering Tech | $ 35.00 | 0 | $ 0.00 | |
| Technician/CADD | $ 35.00 | 0 | $ 0.00 | |
| Clerical | $ - | 0 | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 96.15 | 44 | | $ 4,230.60 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 136.65 % x Total Direct Labor | | | $ 5,781.11 |
| **7. SUBTOTAL: Labor + Overhead** | | | | $ 10,011.71 |
| **8. PROFIT: Labor Related Costs (Item 7)** | x | 10.00% | | $ 1,001.17 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Shipping | $ 0.00 | |
| Other | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| SUBCONTRACT SUB-TOTAL | | $ - |
| TOTAL AMOUNT (Items 5, 6, 8, 9 and 10) | | $ - |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUBTOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Items 5, 6, 8, 9, 10 and 11) | **$ 11,012.89** |

Docusign Envelope ID: D65A96ED-68A9-48A5-AB1E-C457B3699274

EXHIBIT B

OHMEGA
The Ohmega Group, INC | Be Brilliant.

25 North Market Street | Suite 300A
Jacksonville, Florida 32202
T | 904 807 6512
W | OhmegaGroup.com

July 17, 2023

Juliana De Affonseca
Landscape Designer
CIVITAS
Civitas
1200 Bannock Street
Denver, CO 80204

**City of Jacksonville Metropolitan Park – Schematic Design**
**Jacksonville, Florida**
*Proposal for Electrical Engineering Consulting Services*
*Revised*

Dear Juliana,

In response to your request on July 7, 2023, and in response to your immediate needs, we are pleased to submit this proposal for electrical engineering consulting services for the subject project. Please review the scope of work for compliance with your objectives. If the scope and fee are satisfactory, please sign and return a copy of this document to **OHMEGA**. Receipt of this signed document from the Client and frozen civil background templates will constitute a notice-to-proceed for the production of engineering drawings and specifications under the terms of this proposal. Work will not commence without this signed proposal.

## I. Scope of Work

Provide electrical engineering schematic (30%) design services as required for the eventual construction renovations of the Jacksonville Metropolitan Park facility located approximately 1-1/2 miles East of Downtown Jacksonville, Florida along Bay Street and sits along the St. John's River and Northbank Riverwalk. The Client will provide all CAD background drawings, access to the site, and any available as-built drawings of existing utility services, as required to complete the scope. Ohmega will coordinate utility service available voltages with JEA.

In accordance with the attached detailed project scoping document, the following tasks will be provided as project deliverables:

**A.** TASK 1 -Data Collection, Analysis and Understanding (4 weeks)
**B.** TASK 2 – Park Programming / Purpose (4 weeks) – NO OHMEGA INVOLVEMENT
**C.** TASK 3 – Design Alternatives (8 Weeks)
**D.** TASK 4 – Schematic Design (30% Drawings) (8 Weeks)

Oh
Be Brilliant.

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The following submittal schedule is proposed:

**A.** 30% - 24 weeks after NTP

The following tasks will be performed under the terms of this proposal.

A. Initial Site Investigation
B. Project Kick-off and Review Meetings
C. Preliminary Lighting layout
D. Power distribution system including:
   1. Service entrance and utility coordination
E. Code Compliance:
   1. National Electric Code (NFPA 70), Latest Edition
   2. IBC / FBC
F. Technical Narrative
G. Estimates of Probable Construction Cost (Cost Opinion)
   1. *In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. This Consultant suggest that the Client should consider retaining an independent cost estimator at the Client's expense:*
      a. *A cost estimator can be more precise than this Consultant, and*
      b. *If the Client declines to do this, he or she acknowledges that any estimate of probable cost provided by this Consultant is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price*

## II. Exclusions / Additional Services

The following items are not included in the base Scope of Work:

A. Client Changes after Final Documents
B. Professional Engineer Sign & Seal of permit documents
C. Bidding
D. Construction Administration Services, including:
   1. Attend Pre-Construction Conference
   2. Response to contractor RFIs
   3. Construction site visits (## each)
   4. Attend construction meetings.
   5. Shop drawing review
   6. Final inspection & punch list
   7. Prepare As-built record drawings.

## III. Fee

**OHMEGA** proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of Fourteen Thousand Three Hundred Fifty-Two Dollars and Forty-Five Cents (**US$ 14,352.45**) for schematic design phase services.

This proposed fee shall be valid for a period of **30** days from the date of this Agreement. After 30 days, the fee will be evaluated to compensate for direct labor cost escalations.

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## TERMS & CONDITIONS

**OHMEGA** (hereafter referred to as Consultant) shall perform the services outlined in this proposal letter agreement for the stated fee.

### IV. Additional Services

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table below. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

| Classification | Hourly Rate |
|---|---|
| Principal Engineer / Project Director | $ 344.76 |
| Sr. VP / Sr. Project Manager | $ 202.19 |
| Sr. Project Manager | $ 168.49 |
| Project Engineer | $ 134.78 |
| Sr. Design Technician / CADD | $ 96.43 |
| Design Technician / CADD | $ 69.37 |
| Office Manager | $ 83.20 |
| Clerical / Admin Asst | $ 60.06 |

### V. Reimbursable Expenses

All reimbursable expenses incurred during the performance of the Scope of Work will be invoiced as charged at a multiplier of **1.1** during the first 30 days of the invoice. After 30 days, this shall be subject to the 1.5% late payment charge as outlined in **Section XII**. These expenses may include reproducibles such as blueprints, copies, photographs, large format plots as well as courier, mail, etc. Reimbursable expenses include actual expenses incurred by **OHMEGA** directly or indirectly in connection with the project.

### VI. Standard of Care

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professional performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, expressed or implied, with respect to the services rendered hereunder.

### VII. Design Professional Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

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In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

## VIII. Limitation of Liability

To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, shall not exceed the total compensation received by Consultant under this Agreement or the total sum paid on behalf of or to the Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Consultant's insurance policies applicable thereto, whichever is greater.

## IX. Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

## X. Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

## XI. Termination

This agreement may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the party initiating the termination. If this Agreement is terminated, the Client shall pay **OHMEGA** for the work satisfactorily completed up to the date of termination or suspension. The Client shall provide for fair notice and opportunity to cure before termination.

## XII. Project Delivery Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

A set of the final schematic documents will be submitted to the Client within a reasonable time frame after receipt of signed authorization to proceed with the Scope of Work outlined herein and all working

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templates. In the case of the Client's request to accelerate the deliverable schedule, an additional expediting fee will be required to account for overtime hours required to meet the client's schedule. Any Client changes required after submittal of the final documents will be charged as Additional Services as outlined above.

The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

*NOTICE OF DELAY*

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

## XIII. Ownership of Documents

All documents produced by **OHMEGA** under the terms of this agreement are copyrighted solely for the use on the subject project and shall remain the property of The Ohmega Group and may not be reused by the Client for any other purpose without the written approval of The Ohmega Group. Where approved by The Ohmega Group, a reuse fee shall be required prior to the authorized reuse of the design documents.

## XIV. Payment Schedule

Final Payment shall be received no more than Thirty (30) days of the date of the invoice. In the event Payment is dependent of the Client's receipt of payment from a third party for services herein, Client may make payment to **OHMEGA** within the lesser of ten (10) days of receipt of payment from the third party or within forty-five (45) days of the date of the invoice. Any amounts due, but not paid when due, will bear a late payment charge of **1.5%** per month for all outstanding invoices. These costs are necessary to cover the interest charges on our corporate line-of-credit and operating expenses to fulfill our financial obligations. In the event of excessive late payments, **OHMEGA** may exercise its right to stop work until payment is received. The Client shall be responsible for all collection fees, court fees and attorney fees as required to collect outstanding unpaid balances.

## XV. Entire Agreement

This Agreement shall be governed by and construed according to the laws of the State of Florida.

This Agreement constitutes the entire and integrated Agreement between the Client and **OHMEGA** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, or canceled by written instrument by an authorized representative of each party.

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EXHIBIT B

[Proposal 2023-32 – COJ Metro Park - SD]

Mark A. Morley, PE, RCDD
*President*

This is your authorization for **OHMEGA** to complete the Scope of Work as outlined above according to conditions of this Proposal.

Acceptance Signed by: _____

Date: _____

Print name: _____

When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties under the laws of the State of Florida.

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EXHIBIT E

**Exhibit B**

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Jacksonville Metropolitan Park | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant or Subconsultant:**<br>The Ohmega Group, Inc. | **4. Date of Proposal**<br>July 17, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal Engineer/Director | $136.58 | 30 | $ 4,097.52 | |
| Senior Engineer/Project Manager | $74.17 | | $ 0.00 | |
| Senior Project Engineer | $59.48 | | $ 0.00 | |
| Staff Project Engineer | $47.33 | 9 | $ 425.94 | |
| Senior Design Technician | $37.50 | 11 | $ 412.50 | |
| Staff Design Technician | $28.00 | 9 | $ 252.00 | |
| Office Manager | $31.08 | 1 | $ 31.11 | |
| **TOTAL DIRECT LABOR** | $ 86.98 | 60 | | $ 5,219.07 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | | **150 %** x Total Direct Labor | | $ 7,828.61 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 13,047.68** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 1,304.77 |

**PART III - OTHER COSTS**

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

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 14,352.45** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

**POPULOUS**

2023 July 6

**Ms. Juliana de Affonseca**
Civitas, Inc.
1200 Bannock Street
Denver, CO 80204

RE: **Event Architecture & Programming at Metropolitan Park**
Client/Consultant Letter of Agreement

Dear Ms. de Affonseca:

Thank you for the opportunity to provide our services for the above project. This letter shall act as our agreement between ***Populous Event, Inc.*** ("Consultant") and ***Civitas, Inc.*** ("Client") for consulting services in conjunction with the ***Event Architecture & Programming at Metropolitan Park***.

The specific description and schedule of services provided by the Consultant are defined in the Attachment A, "Scope of Services" and made a part of this Agreement.

The terms of compensation and reimbursements to the Consultant for rendering these services are defined in Attachment B, "Compensation for Services", and made a part of this Agreement.

The general terms and conditions of this agreement are defined in Attachment C, "General Conditions to Letter of Agreement", and made a part of this Agreement.

If you are in agreement with the terms and conditions above, please sign below and initial each Attachment. Upon my receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which, the Consultant reserves the right to review and/or renegotiate them with the Client.

We look forward to working with you on this project. Please call me if you have any questions on the above.

Sincerely,

Jeff Keas, AIA
Senior Principal

**Attachments**

cc: Jeff Keas – Populous
Sabrina Tockook – Populous
Lisa Opper – Populous
Ryan Johnson – Populous
Dustin Walton – Populous
Brooklynn Bennett – Populous

ACCEPTED BY CLIENT:

_____
Title

_____
Date

ACCEPTED BY CONSULTANT:

_____
Title

_____
Date

1630 Stout Street
Denver, CO 80202, USA
T +1 303 382 2780
F +1 303 382 2781
info@populous.com
populous.com

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**ATTACHMENT A**

**Event Architecture & Programming at Metropolitan Park**

**SCOPE OF SERVICES**

UNDERSTANDING OF PROJECT:
Populous has been hired to support the Event Architecture and Event Programming element of the Metropolitan Park Project. Populous is to be involved in the first four phases of the project and join task force working sessions. Each phase may have event elements that could require drawings, diagrams, or presentations for Populous to participate in and/or produce.

TASKS

1-Data Collection, Analysis, and Understanding (4 weeks)

- Project Kick-Off Meeting in Jacksonville (Entire Team)
  - Site Walk
  - Design Team Meeting
  - Meeting with City Staff
    - Confirm City Goals
    - Confirm existing reports and data
    - Identify Task Force
- Data Collection/Analysis
  - ~~Prepare Basemap and Distribute~~
  - ~~Prepare Survey: Topography, Property Boundaries/Right-of-Way, Utility Designations~~
  - ~~Conduct Geo-tech/Soil Analysis~~
  - ~~Arborist Survey of Existing Trees~~
  - Collect and Assemble Data
    - ~~Site and Context Photography~~
    - ~~Neighborhood Context and Adjacent Uses~~
    - ~~History~~
    - Future and Proposed Projects in Vicinity & Greater Riverwalk
    - Existing/Planned Programming - Riverfront Park and Open Spaces
    - ~~Existing Utilities~~
    - ~~Flood Plain Mapping~~
    - ~~River conditions, navigation, boating infrastructure~~
    - ~~Vegetation~~
    - ~~Wildlife Habitat Analysis~~
    - ~~Microclimate~~
    - ~~Views~~

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- ~~Parking~~
- ~~Transportation~~
- ~~Parcel Maps~~
- Event Analysis
  - List of existing and planned Events (on-site/off-site)
  - Event Set Up Maps
- Site Safety &Security Risk Assessment
- Crowd safety/management review -safe capacity analysis
- Acoustical Study – provided by sub consultant
  - straight-line noise attenuation study
  - optional 3d computer model for more advanced calculations
  - expenses for single site vist
- Identify Issues, Constraints and Opportunities (Analysis Findings)
- Precedent Analysis

- Task Force Working Session #1 (In-person) – 2 days
  - Present Understanding/Analysis Preliminary Findings
  - ~~Draft Guiding Principles~~
- Understanding/Analysis Summary Report
  - Summary document including finalized narrative, graphics and lessons learned

<u>2-Park Programming/Purpose (4 weeks)</u>

- Developing the Park Program
  - Identify Event vs Recreational Park Program Balance
  - Identify Program Possibilities
  - Event Type Configuration Diagrams including opportunities and constraints
  - ~~Precedent Imagery for Design Intent~~
- Task Force Working Session #2 (In-Person) – 2 days
  - Park Programming
  - ~~Park Configuration Studies (Bubble/Adjacency Diagrams)~~

<u>3-Design Alternatives (8 weeks)</u>

- Prepare Preliminary Options (3)
  - Framework Diagrams
  - Design Studies
  - ~~Landform/Grading Studies~~
  - ~~Circulation Options~~
  - ~~Parking Options~~
  - Program Refinement
  - Park Architecture Options
  - Park Element Options

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- Event Diagrams
- Event Site security overlay 'secure by design'
- Benefits and Constraints of Each Option
- ~~Water Access + Programing~~
- ~~3D Study Models~~

- Task Force Working Session #3 (In-Person) – 2 days
  - Preliminary Design Alternatives
- Refine Design Alternatives (based on Task Force Feedback)
  - Design Refinement
  - Program Refinement
  - ~~Conceptual Opinion of Probable Costs Each Option~~
  - ~~Technical consultants to provide pricing narrative based on options for estimator~~
  - Preliminary 3D models and Graphic Refinement
  - ~~Prepare Options Presentation~~
- Task Force Working Session #4 (In-Person) – 2 days
  - Design Alternatives Presentation
  - Recommended changes prior to community event #1
- Community Event #1
  - Present work to date and Design Alternatives for Public Input
  - ~~Identify Preferred Option or Components~~

<u>4-Schematic Design (8 weeks)</u>

- Preferred Plan Refinement
  - Update plan graphics, model, and Opinion of Probable Cost for preferred plan
  - ~~Develop Perspective Renderings~~
- Task Force Working Session #5 (In-Person) – 2 days
  - ~~Refined Design presentation~~
  - ~~Recommended changes prior to community event #1~~
- Community Event #2
  - ~~Present refined design~~
- Prepare Schematic Design Package- Annotated Plans
  - ~~Civil and Utilities Plan~~
  - ~~Site Layout / Hardscape Plans~~
  - ~~Site Grading Plans (Landscape)~~
  - ~~Site Elevations / Sections~~
  - Architectural plans
  - ~~Preliminary fixture schedule~~
  - ~~Site Planting Plans~~
  - Updated pricing narrative based on options for estimator
  - ~~Final opinion of probable cost~~

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- Schematic Design Drawings Submittal

5-Engagement + Outreach (ongoing)

- Project Website
- Public Outreach and Social Media Engagement leading up to and following the Initial Community Event

DELIVERABLES

SCHEDULE

| | Start (TBC) | End (TBC) |
|---|---|---|
| Task 1: Date Collection, Analysis & Understanding (4 weeks) | July 17 | August 14 |
| Task 2: Park Programming/Purpose (4 weeks) | August 14 | September 11 |
| Task 3: Design Alternatives (8 weeks) | September 11 | November 13 |
| Task 4: Schematic Design (8 weeks) | November 13 | January 15 |

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POPULOUS™

Ms. Juliana de Affonseca
Civitas, Inc.



## ATTACHMENT B

### Event Architecture & Programming at Metropolitan Park

### COMPENSATION FOR SERVICES

BASIC FEE

| | | |
|---|---|---|
| Task 1: Date Collection, Analysis & Understanding | 4 weeks | $24,420 |
| Task 2: Park Programming/Purpose | 4 weeks | $18,270 |
| Task 3: Design Alternatives | 8 weeks | $37,750 |
| Task 4: Schematic Design | 8 weeks | $29,500 |
| Acoustical Study (by consultant) | | $16,800 |
| Reimbursable Expenses | | $20,000 |
| | TOTAL | $146,740 |

REIMBURSABLE EXPENSES
All project related expenses are reimbursable; expenses are defined in Attachment C and are in addition to the basic fee. The Consultant shall not exceed any/all above amounts unless it obtains prior written approval from the Client, which shall not be unreasonably withheld.

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## ATTACHMENT C

### Event Architecture & Programming at Metropolitan Park

### GENERAL CONDITIONS TO LETTER AGREEMENT

1. **PAYMENTS** are payable to the Consultant within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 2% over the prevailing Bank of America prime interest rate or an interest rate in accordance with the statutes of the state where the project is located, whichever is greater, shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.

2. **REIMBURSABLE EXPENSES.** Unless noted otherwise, reimbursable expenses will include the following: transportation, lodging, and meals in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery charges; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Client; and automobile travel. All payments to be made by the Client under this Agreement shall be increased by the addition of applicable Sales and Use Taxes, if any. All Reimbursable Expenses shall be invoiced at 1.15 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus a 1.15 times cost to cover coordination and administrative expenses.

3. **NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.

4. **LEGAL COSTS.** The Client shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

5. **CLIENT'S RESPONSIBILITIES.** The Client shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project which the Consultant may request, including but not limited to, surveys, soils investigations, and program data. Consultant is entitled to act in reasonable reliance upon the information provided by the Client. If the Client becomes aware of any fault or defect in the Project or the Consultant's services, he shall promptly notify the Consultant. The Client shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

6. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Client to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.

7. **CONSTRUCTION COST ESTIMATES.** As the Consultant has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Consultant's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the

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Client, the Consultant shall be entitled to rely on the information provided, and assume the accuracy of the information provided.

8. **PHOTOGRAPHY.** Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Client, would seriously compromise Client's business interests. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Client requests copies for its own use. Client shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Client grants Consultant the unlimited right to publish photographs of the Project as described above.

9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, Schedules and Specifications as instruments of services are and shall remain the sole and exclusive property of the Consultant whether the Project for which they are prepared is executed or not. This includes documents in electronic form. The Client shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Client's use and occupancy of the Project; provided, however, that the Consultant shall retain any and all copyright privileges in and to such Drawings, Schedules and Specifications. The Drawings, Schedules and Specifications shall not be used by the Client on other projects, for additions to this Project, or (provided the Consultant is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant.

10. **INSURANCE.** The Consultant will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Client with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, $100,000; Commercial General Liability (CSL) $1,000,000; Automobile Liability (CSL) $1,000,000; Professional Liability, $1,000,000; Umbrella Liability, $2,000,000.

11. **SUSPENSION OF WORK.** If any invoice is outstanding for more than forty five (45) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Client and such act or acts shall not be deemed a breach of this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. Continued performance and/or completion of work by the Consultant under this Agreement is contingent upon payment of fees by the Client.

12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Consultant upon seven (7) days written notice should the Client fail substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Client upon seven (7) days written notice to the Consultant should the Consultant fail substantially to perform in accordance with its terms through no fault of the Client. In the event of termination, the Consultant shall be compensated for all services performed to termination date, together with Reimbursable Expenses.

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13. **DISPUTE RESOLUTION/ARBITRATION.** Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

    Provided they do not exceed a cumulative total of $75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

    Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

    No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Consultant, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

    The Agreement and performance hereof shall be governed by and construed in accordance with laws of the location of the Project.

14. **STANDARD OF CARE.** Notwithstanding anything to the contrary within this Agreement, the standard of care for all professional services performed or furnished by the Consultant will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.

15. **INDEMNITY.** Consultant agrees, to indemnify and hold harmless Client from and against any liabilities, damages, and costs arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during performance of professional services under this Agreement, by the negligent acts, errors, and omissions of the Consultant or anyone for whom Consultant is legally responsible.

    Client agrees, to the fullest extent permitted by law to indemnify and hold harmless the Consultant from any liabilities, damages, and costs (including reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Client, Client's contractors, Design Professionals or anyone for whom Client is legally responsible.

16. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, owners, employees and subconsultants to the Client and to all construction contractors and subcontractors on the Project for any and all injuries, claims, losses, expenses, damages of

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any nature whatsoever or claims expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of the Consultant and Consultant's officers, directors, owners, employees, and subconsultants to all those named shall not exceed the Consultant's total fee for services rendered on this project.

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

18. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where the Consultant is performing the work for this contract.

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**Exhibit B**

EXHIBIT B

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Event Architecture & Programming at Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.** |
| **3. Name of Consultant orSubconsultant:**<br>POPULOUS | **4. Date of Proposal**<br>July 6, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Event Architect | $ 66.30 | 305 | $ 20,221.50 | |
| Architect | $ 73.71 | 71 | $ 5,233.41 | |
| Event Designer II | $ 45.45 | 320 | $ 14,544.00 | |
| **TOTAL DIRECT LABOR** | $ 57.47 | 696 | | $ 39,998.91 |
| **6. Overhead (Combined Fringe Benefit & Administrative)**<br>Overhead Rate | 150 % x Total Direct Labor | | | $ 59,998.37 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 99,997.28** |
| **8. PROFIT: Labor Related Costs (Item 7)** | x | | **10.0%** | $ 9,999.73 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs (Lump Sum)** | | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONSULTANTS (Lump Sum)**<br>Acoustical | $ 16800 | |
| SUB-CONTRACT SUB-TOTAL (Reimb/NTE) | | $ 16,800.00 |
| **11. SUBCONTRACTS (Reimbursable/Not to Exceed)**<br>Travel Costs | $ 20000 | |
| SUB-TOTAL REIMBURSABLES | | $ 20,000.00 |

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 146,797.01** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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EXHIBIT B

July 14, 2023

Ms. Juliana de Affonseca
Landscape Designer
Civitas, Inc.
1200 Bannock St.,
Denver, CO 80204
Via Email: jaffonseca@civitasinc.com

Subject: Professional Scope and Fee Proposal the Aquatics Concept Development of the City of Jacksonville Metropolitan Park, Jacksonville, Florida

Dear Juliana:

WET Engineering Inc. (WET) is pleased to submit a professional scope and fee proposal for the above-mentioned project. The fees are based on the developed fee schedule and our initial conversations regarding concept development of Metropolitan Park. The project scope is described below.

TASK 1: Assist Civitas / Halff with the concept development for Metropolitan Park that involve potential interactive water features (IWF) and fountains. Meet with City staff to discuss options for various water features and the different options for operation. Suggest revisions as needed to ensure compliance with state codes for IWF. Also assist architects with design of restrooms to ensure compliance with county and state codes relative to aquatics requirements (if necessary).

**Hourly to Not Exceed: 4,991.25**

ASSUMPTIONS / EXCLUSIONS

1. Proposal does not include any design services for aquatic elements (IWFs, fountains, or pools.) WET will assist with identifying equipment locations and preliminary equipment area sizes.
2. Proposal does not include cost estimating services for the project.
3. Restroom design is not included in the proposal. WET Engineering will provide recommendations for fixture counts, if requested.
4. The proposal does not include any architectural, landscape, irrigation, or theming design.
5. The estimated hours for this task are no more than 17 hours. The hours include attending meetings, conference calls, and any internal efforts to assist with the concept development.

The following services are not included in the basic fee: (i) project representation and construction observation on a full time basis or on a basis other than described above, including submittal of materials to and appearance before the Florida Department Of Health Advisory Review Board if a variance from state codes is required, (ii) activities beyond those described above including surveying, geotechnical reports or investigation, structural or electrical engineering, offsite drainage or utilities design or permitting, (iii) changes to the project design at the discretion of the owner if the direction for such change requires revision to prior approved design, (iv) threshold or special inspections, and pre-engineered product design.

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EXHIBIT B

No reimbursable expenses are anticipated. Services to be billed per the Contract Fee Summary Worksheet provided to Civitas.

Invoicing will be monthly or as otherwise agreed upon. Payment not received within 30 calendar days of date of invoice will be considered past due and WET Engineering Inc. may stop work until the account is brought current. In addition, if Client fails to make any payment due Engineer for services and expenses within 30 calendar days after date of Engineer's invoice, the amount due will accrue interest at the rate of 1.5% per month from said 30th day, until payment is received. This proposal is valid for 60 days from the date shown unless accepted in writing. In any litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those fees and costs arising out of any appellate proceedings. The attached terms and conditions are hereby made a part of this agreement.

Sincerely,
WET Engineering Inc.

Heather W. Baxter

Heather W. Baxter P.E.
Principal

HWB/hb/112 Civitas Met Park

Accepted By:

| Name | Title | Date |
|---|---|---|

| Printed Name | Printed Title |
|---|---|

4337 Pablo Oaks Court, Suite 10, Jacksonville, FL 32224
904-223-9773 • 904-832-9236 FAX

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EXHIBIT B

**Exhibit B**

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>Metropolitan Park<br>Orignal Contract | **2. Proposal No. / Contract No.**<br>P-34-22 / TBD |
| **3. Name of Consultant orSubconsultant:**<br>WET Engineering, Inc. | **4. Date of Proposal**<br>July 6, 2023 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principle Engineer | $ 110.00 | 17 | $ 1,815.00 | |
| Project Manager | | | $ 0.00 | |
| Design Engineer | | | $ 0.00 | |
| Designer or Technician | | | $ 0.00 | |
| Drafter | | | $ 0.00 | |
| Field Inspector | | | $ 0.00 | |
| Clerical | | | $ 0.00 | |
| **TOTAL DIRECT LABOR** | $ 110.00 | 16.5 | | $ 1,815.00 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 2,722.50 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | **$ 4,537.50** |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | **10%** | $ 453.75 |

**PART III - OTHER COSTS**

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

**PART IV - SUMMARY**

| | |
|---|---|
| TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)<br>(Items 5, 6, 8, 9, 10, and 11) | **$ 4,991.25** |
| **12. TOTAL PRIOR CONTRACT AMOUNT** | N.A. |
| **TOTAL AMENDED CONTRACT AMOUNT** | N.A. |

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

Name of Proposer: **Civitas, Inc.**

Project Title: **Professional Services for Metropolitan Park Design**

Proposal Number: **P-34-22** Total Base Proposal Amount (if applicable): **$ 1,230,509.85**

***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 |
|---|---|---|---|
| **Meskel and Associates** | **Women** | **Contamination \| Geotech** | **$ 105,635.21 (8.58%)** |
| **Morales Consulting Engineer** | **Hispanic** | **Marine Structural** | **$ 11,012.89 (0.89%)** |
| **The Ohmega Group** | **African-American** | **Electrical \| Lighting** | **$14,342.45 (1.17%)** |
| **Acuity Design Group Inc.** | **Women \| African-American** | **Community Engagement** | **$87,901.25 (7.14%)** |
| Halff | Non-MBE | Landscape Architecture \| Architecture \| Environmental | $221,956.93 (18.04%) |
| Populous | Non-MBE | Event Planning \| Event Architecture | $146,025.60 (11.87%) |
| Hanson Professional Services Inc. | Non-MBE | Civil Engineering | $125,488.77 (10.20%) |
| Event Risk Management Solutions | Non-MBE | Event Risk | $49,559.25 (4.08%) |
| WET Engineering | Non-MBE | Water Feature Design | $4,991.25 (0.41%) |
| Clary & Associates | Non-MBE | Survey | $60,940.00 (4.95%) |
| ACON Construction Company Inc | Non-MBE | Cost Estimation | $11,660.00 (0.95%) |

Attach additional list of subcontractors/sub-consultants as needed

| CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES | |
|---|---|
| African-American Participation Total | **$ 14,342.45** |
| Hispanic-American Participation Total | **$ 11,012.89** |
| Native-American Participation Total | |
| Asian-American Participation Total | |
| Woman Participation Total | **$193,536.46** |
| Non-MBE Participation Total | **$1,011,618.05** |

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: _____ Title: Treasurer Date: August 14, 2023

Print Name: Scott Jordan