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City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Professional Engineering Service Emerald Trail Master Plan Improvements

Requested Action and Justification:

Recommend approval to amend the award with Pond & Company for Amendment #8 in the amount of $256,809.96 as detailed in the attached Exhibits Q and R. Total revised expenditure not to exceed will be $1,921,401.88.

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

Supplier:	Pond & Company	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	04/01/2019

POA #:	72041-22	**PO #:**	600665-20-021	**Change Order #:**	N/A
Solicitation #:	PDS P-21-- 19	**Contract #:**	72041-22	**Contract ADM #:**	8
Term:	Project Completion (Term NTE 5 Years)	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32124	**Center:**	153101	**Acct:**	565051	**Proj:**	010395	**Activity:**	00000000	$ 256,809.96
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,921,401.88	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWOD:OFFICE OF THE DIRECTOR		
Concurrence:	Signed by: Scott Carter, PE 7D991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 7/23/2026
Concurrence:	Signed by: 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 7/29/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: 8/4/2026 B10F1D517352456...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

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

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PAF Instructions
Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

Options: Period of time for each renewal or option.

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

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

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

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

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

Title: Title of person electronically signing form.

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

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

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APPROVED
By Ben Koeppen at 1:50 pm, Jul 22, 2026

EXHIBIT Q

City Proposal Number: P-21-19

Emerald Trail Design Services
Segment # 2B Hogan Street Connector –
AKA City Center Link
Revised July 22, 2026

CONTRACT AMENDMENT SUMMARY

The following scope represents a change to the contract executed June 18, 2026 for the Emerald Trail – Hogan Street Connector (AKA City Center Link). The project was originally completed through 60% plans submitted in April 2023. The intent of this scope is to update the plans and documents according to City of Jacksonville (COJ), Groundwork Jax (GWJax), and the Downtown Investment Authority (DIA) based on new adjacent developments, updated Emerald Trail design guidelines and preferences, and updated constructability goals. For the purposes of this scope, we will define a Project Management Team (PMT), which will be comprised of a member of COJ staff and a member of GWJax staff.

PROJECT PURPOSE AND LIMITS

Emerald Trail, Segment 2 involves the development of a Shared-Use Path (SUP) and Traffic Calming/Lane repurposing that will provide a connection between the Hogans Creek Greenway trail and the Northbank Riverwalk trail. Segment B will begin at Union Street, cross State Street, turn Eastbound on State Street, turn left at Laura Street and end at Hogan's Creek inclusive of the intersection with Bethel Baptist St. and connecting to the Hogan's Creek Greenway. Within Segment B at Florida State College at Jacksonville (FSCJ), the trail will follow the east and south perimeters of the campus, which will be accommodated by a combination of Traffic Calming/Lane repurposing along Laura Street (subject to PMT approval) and fence relocation along State Street.

The trail alignment shall be signed and marked for safety at roadway crossings. Wayfinding signage locations will be identified along adjacent roadways. The design shall follow the Emerald Trail Master Plan, the 2025 Emerald Trail Design Guidelines and prior phase standards for the trail as well as the latest version of the COJ Land Development Procedures Manual (LDPM) and Downtown Streetscape Design Guidelines, as applicable. Florida Department of Transportation (FDOT) standards shall be utilized where the trail adjoins state roadways. Where COJ and FDOT standards differ from recommended trail standards, the Consultant will bring it to the attention of the PMT for resolution. The Trail alignment shall conform to ADA accessibility (specifically PROWAG guidance) and safety requirements for all trail and roadway users.

PROJECT ADMINISTRATION (GWJAX)

The Project Management Plan shall be the same as provided for Segment A of this project.

Project Management and Client Communication

During the project the Consultant will facilitate frequent communication with the PMT. Bi-weekly meetings (either by phone or in person) will be scheduled with the PMT, other agency stakeholders, and Consultant Team Members - up to 18 meetings or calls total are included. Project

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management time and coordination meetings are included in each phase of the project according to the tasks and timeline. Monthly, we will provide the PMT with the following:

- An updated schedule
- A progress report
- An updated client decision log
- Invoice – to be billed on a task-by-task Lump Sum basis.

Note: All meetings listed are to be combined into Segment A meetings and are listed in this scope for information only. If separate meetings are needed specifically for Segment B they will require additional scope and fee.

Progress Meetings: During the 45% Plans Update, it is anticipated that close coordination will require bi-weekly progress meetings. However, once the project moves beyond the 60% engineering phase, progress meetings may be conducted monthly. The meetings may be conducted via teleconference or face-to-face. Pond will provide meeting summaries to the PMT after each meeting.

Public Meetings: It is anticipated that no more than 2 (two) Public Meetings will be required. The PMT will secure a meeting location. The first meeting shall be a stakeholder meeting and shall occur during the project validation design phase; the second meeting shall occur prior to conclusion of 60% Plans and in coordination with Field Meeting #2 and the DDRB Meeting.

The Consultant shall support the Public Outreach efforts by providing plans and renderings as specified herein for use as display materials in Public Meetings and other Agency / Stakeholder coordination.

Field Meeting # 1: The Consultant shall arrange for a field visit to walk the corridor with DIA/COJ/GWJax Staff at the beginning of the 45% Plans Update phase of the project. Pond will provide a meeting summary and comments to questions after the meeting.

Field Meeting #2: Prior to the completion of the 60% Plans Phase, the Consultant shall arrange for a field visit walk-through to validate and confirm the client team's understanding of the proposed design prior to proceeding with the 90% Plans submittal. Pond will provide a meeting summary and comments or questions, after the meeting.

Downtown Development Review Board (DDRB) Presentations: The Consultant will prepare materials for one presentation before the DDRB (after the 2nd Public Meeting and prior to the completion of the 60% Plans)

Coordination with Stakeholders: The Consultant shall coordinate with the client team during progress meetings to ensure information is received from stakeholder groups. The Consultant's Project Manager will be available to meet with stakeholders (adjacent project teams, etc.) as needed to finalize the project design.

Coordination with Other Agencies: The Consultant shall coordinate project design activities with public agencies; this shall include the Florida Department of Transportation, for their jurisdictions over State Roads which the Trail will cross or traverse, those being State St (SR228/US17&23) Union St (SR228/US23), and Beaver St. SR10/US90), Downtown Investment Authority, as well as the JTA.

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ADDITIONAL PROJECT MANAGEMENT REQUIREMENTS:

1. The Consultant to coordinate design efforts and communicate with City Stormwater Maintenance Division as appropriate throughout the design phase.
2. The Consultant will perform QA / QC prior to each submittal.
3. The Consultant shall take notes of all design/review meetings held with the City agencies. These notes shall be transcribed and furnished to the PMT for concurrence, as soon as practical, after the date of each meeting.
4. The Consultant shall perform utility coordination as part of the scope of this project.
5. COJ shall be the owner of all final documents.

TASK 1 45% PLANS UPDATE (GWJAX)

This Task includes a field review and analysis of the proposed route as presented in the previously, April 2023 submitted Design-Build Package. The Consultant's PM, lead urban / trail designer, and selected design team members will walk the corridor to document opportunities and constraints for implementation of the client's desired revised alignment. Findings will be identified and evaluated for implementation into the final design of Segment #2. Actual field conditions may warrant additional modifications to the proposed alignment. Design alternatives and alternate alignments and recommendations will be presented to the PMT for review and selection during the 45% Plans update phase.

- One (1) Public Stakeholder Meeting for which the Consultant will provide the preliminary design plan for the entire corridor (Segments A & B combined), 2D rendered and annotated to communicate project intent. Pond will present the plan and address questions from the meeting guests. The public meeting is informational only. Public comments will be documented and considered, under advisement of COJ.
- One (1) Field meeting (Field Meeting #1 above) to verify preliminary design. GWJax/DIA/COJ are expected to attend to review and confirm design decisions.
- COJ will gather input from key committee and stakeholder members to provide to the Consultant. The Consultant will meet with the PMT to obtain direction regarding integration of committee input into design of the trail corridor.
- Under the advisement of the PMT, the Consultant will incorporate accepted comments and recommendations and present the preliminary design plan and applicable typical sections to DIA/COJ/GWJax for acceptance prior to advancing to 60% plans and specification development.

Deliverable: Plan view rendering in roll plot format depicting the updated proposed route and construction limits. Notations will describe opportunities and constraints to be considered in design to communicate design and engineering needs necessary to achieve the proposed corridor design.

TASK 2 FIELD SURVEY (COJ)

This project will utilize the previous Surveys and DTMs completed as part of the original contract.

SUE Survey:

This Task includes providing Subsurface Utilities Engineering (SUE) to locate apparent underground public utilities. The approximate horizontal location of existing utilities will be designated by means of paint and flags. Tasks include:

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- SUE for signalized intersections
- 12 Utility Test Holes

(see attached SUE scope for more information)

TASK 3 R/W AND EASEMENT REQUIREMENTS (COJ)

This Task includes a field review to determine the need for additional R/W and Easements. This information will be illustrated on the map created in Task 1 and approved by the client to identify locations and dimensions of additional R/W and/or Easements required. This information will be provided to the PMT at the beginning of the project so that the acquisition process can begin in a timely manner. One (1) potential R/W and/or easement location has been identified: Transit-Oriented Development lot adjacent to Rosa Parks Station. This task includes sketches to identify required easement limits. Official instruments for conveyance of R/W and/or easements will be scoped and negotiated separately.

Deliverables

- Sketches depicting required R/W and/or easements in CAD, PDF, and hard copy format

TASK 4 GEOTECHNICAL INVESTIGATION (N/A)

TASK 5 UTILITY COORDINATION (COJ)

This includes utility coordination activities for the Hogan Street Corridor. The consultant shall identify Utility Agency Owners (UAOs), make utility contacts, hold preliminary utility meetings and individual/field meetings, collect and review plans from UAOs, hold Utility Design Meeting, review utility markups & work schedules and processing of schedules and agreements. The consultant shall coordinate with utility owners and track the status of coordination activities. The consultant shall process Utility Work by Highway Contractor, provide contract plans to UAOS, and facilitate Utility Certification/Close out.

Note: This coordination is intended to occur at the same time as the Segment A Utility Coordination. If segment B schedule diverges from Segment A, additional scope will need to be added.
(See attached Utility Coordination scope for additional details)

TASK 6 - 60% PLANS SUBMITTAL

The Consultant shall advance the development of the plans based upon client decisions made during Task 1. 60% plans advance the design of the project to a point at which all major decisions have been confirmed regarding alignment, typical sections, and materials to be utilized in the design. Upon completion of 60% drawings, the alignment is set, details necessary for the advancement of detailed design are in various stages of development, and coordination across disciplines has confirmed constructability of the project. Design changes requested after approval and acceptance of 60% design plans may impact 90% design cost and production schedule. Such changes would include addition or deletion of project elements, shifts in alignment that impact ROW/adjacent properties; material changes that require a different approach to engineering or functionality, and other changes that are not in alignment with advancing the approved design direction.

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Roadway (COJ):

The Consultant shall design the trail to meet roadside safety and maintenance of traffic requirements for the adjacent facilities. Consultant shall perform trail design and cross-sections to safely accommodate pedestrians and cyclists and utilize materials which will strive to minimize long-term maintenance of the facility. The Consultant will include sign locations and types for the trail segment, including potential wayfinding sign locations.

Drainage (GWJAX):

The drainage scope on this segment involves evaluating and addressing the drainage impacts due to relocating curb lines adjacent to the Rosa Parks Transit Station, adding trail without adjusting the curb line along State St, and adjusting the curb line on Laura St to reduce the pavement width. The consultant shall review and adjust drainage basin boundaries previously delineated, design new drainage structures including connections to existing system, modeling of hydraulic grade line in proposed structures, and spread calculations at proposed inlets. The consultant shall design bio-planters for infiltration/discharge of stormwater where they can be achieved and contribute positively to the overall design. The consultant will prepare drainage, erosion control, and stormwater pollution prevention plan (SWPPP) plans, drainage design documentation report, specifications, quantities, cost estimate and QAQC of drainage items.

Lighting (GWJAX):

The Consultant shall evaluate pedestrian / bicycle lighting requirements to determine if / where additional lighting is justified and desirable along the Trail alignment, meet with client representatives to develop system goals, develop preliminary lighting system layout, and prepare preliminary drawings for client approval. Based on preliminary approval the consultant shall design electrical based on LOD, FDOT, and AASHTO design industry standards, attend design meetings, prepare all necessary calculations, complete design and preparation of plans and specifications, coordinate design with other disciplines and prepare alternate bid documents if required. The consultant shall prepare lighting calculations, lighting design and lighting control plans. The consultant will design power distribution, panel boards, and electrical service, coordinate with all utilities for electrical service, and design distribution for two future monument signs.

Signalization Design (COJ):

Signalization – Hogan Street Emerald Trail Segment A

Segment A of the Emerald Trail begins on Hogan Street at Bay Street and traverses in a northerly direction to its termination at Union Street. Hogan Street between Bay Street and Union Street is a two-lane one-way northbound street. As part of Emerald Trail project, the existing sidewalk will be bumped out to accommodate the Multi-Use Path. This will eliminate one of the vehicular travel lanes. It is assumed that the Multi-Use Path will be on the west side of Hogan Street from Bay Street to Monroe Street and then shift to the east side from Monroe Street to Union Street. It is our understanding that the Monroe Street intersection will be converted into a pedestrian scramble (exclusive pedestrian phase). Adjustments will be required to existing mast arms for northbound traffic to accommodate the new geometry. It is anticipated that the signal heads currently over

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the travel lane that will be removed for the Multi-Use Path, will be relocated to the existing mast arm upright. All existing pedestrian signals will be replaced with count-down heads. Additional pedestal mounted pedestrian poles and/or pedestrian detector posts may be required as needed.

The signalization work associated with Segment A includes improvements to following intersections:

1. Hogan Street at Bay Street (Existing Traffic Signal) – *Relocate. Shift signal head toward upright, structural analysis is excluded. Relocate signal box at NW corner.*
2. Hogan Street at Forsyth Street (Existing Traffic Signal) – *Relocate. Shift traffic signal heads to the right, away from existing support. Analyze structurally against pre-two-way project condition. As determined in the field, pole is damaged and will need replacing.*
3. Hogan Street at Adams Street (Existing Traffic Signal) - *Relocate. No shifting of signal heads.*
4. Hogan Street at Monroe Street (Existing Traffic Signal) – *Relocate. Scramble intersection. Traffic study to assess whether pre-timed or actuated pedestrian signals are preferred.*
5. Hogan Street at Duval Street (Existing Traffic Signal) – *Relocate. Shift traffic signal heads toward upright. No structural analysis needed.*
6. Hogan Street at Church Street (Existing Traffic Signal) – *Shift signal heads away from upright. Structural review required.*
7. Hogan Street at Ashley Street (Existing Traffic Signal) – *Relocate. Signal to remain as is.*
8. Hogan Street at Beaver Street (Existing Traffic Signal) – *No work is included under Pond's scope. Any required modifications will be completed as part of the Pearl Square development.*
9. Hogan Street at Union Street (Existing Traffic Signal) – *Relocate. Signal to remain as is.*

Signalization – Hogan Street Emerald Trail Segment B

Segment B of the Emerald Trail begins on Hogan Street at Union Street and traverses in a northerly direction to State Street. At State Street it travels east to Laura Street and then heads north where it terminates south of 1st Street. All existing pedestrian signals will be replaced with count-down heads and new pedestrian signal heads will be required. Pond will relocate the existing signal cabinet at the State Street and Laurel Street intersection and will review impacts to the existing signal, when eliminating the southbound right turn lane.

The signalization work associated with Segment B includes the following intersection:

1. Hogan Street at State Street (Existing Traffic Signal) – *New pedestrian crossing signals.*
2. State Street at Laura Street (Existing Traffic Signal) – *State @ Laura improvements do not appear to have any impact on traffic and pedestrian signals. Signal design is excluded from scope. If COJ or FDOT requires additional design services, a change order will be required.*

The design shall follow the Emerald Trail Master Plan, the 2025 Emerald Trail Design Guidelines and prior phase standards for the trail as well as the latest version of the COJ Land Development Procedures Manual (LDPM) and Downtown Streetscape Design Guidelines, as applicable. Florida Department of Transportation (FDOT) standards shall be utilized where the trail adjoins state roadways. Where COJ/FDOT standards differ from recommended trail standards, the Consultant will bring it to the attention of the PMT for resolution. The Trail alignment shall conform to ADA accessibility (specifically PROWAG guidance) and safety requirements for all trail and roadway users.

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Structural Analysis (COJ):

Existing mast arms will be evaluated against the proposed configuration to determine whether the new design results in increased loading. Pond will prepare mast arm calculations and develop plans for the replacement of the Hogan Street and Forsyth Street mast arms.

If additional mast arms are found to be inadequate to support the modified or increased loads, and replacement is required, supplemental services will be requested by Pond and its subconsultants to complete the necessary design and engineering for those replacements.

60% Plans shall include:

- Cover Sheet
- General Notes sheet(s)
- 60% Plans and profiles at 1" = 20 ft scale including dimensions, elevations, preliminary grading, utilities coordination, and additional plan detail finalizing the design intent for amenities and/or green spaces/gathering spaces along the corridor. Sheet sets will be printed such that a block fits on a single sheet. If certain sheet sets need a more detailed scale those will be provided in addition to the block-by-block sheets.
- 60% Construction Details – typical/standard details will be included. Custom details will be identified and in preliminary design form with enough detail to initially assess cost and installation requirements.
- Proposed Typical Sections by segment of corridor; segments may be city blocks or longer as field conditions and design intent dictate.
- 60% Cross Sections at 50-foot intervals
- 60% Drainage Design that includes drainage maps, horizontal layout of inlets/piping systems and storm water management practices (if required), preliminary profiles, and preliminary calculations to confirm sizing of the various aspects.
- Preliminary Signing and Pavement Marking Plans (MUTCD compliant) which indicate locations for required traffic control signs and pavement markings
- 60% Landscape Plans (GWJAX) including tree impact calculations and recommended species planting list; Plans will indicate proposed trees and area for other groundcover and/or shrub plantings, but not specific quantities and massing. The design will comply with Jacksonville Tree Commission's urban tree and soil requirements, including silva cells, soil volume, organic composition, structural soils, and irrigation recommendations for urban areas.
- Typical Landscape planting details for trees, shrubs, groundcovers.
- Proposed lighting locations (lighting shall be city standard spec along the sidewalk).
- 60% Signal Plans and Signal details
- 30% Structures Plans for Hogan Street and Forsyth Street.
- Outline or List of Special Provisions Specifications
- Preliminary quantities
- Updated construction cost estimate

Deliverable

- The Consultant shall submit 60% plans, 2 Sets 11"x17" plus Digital File Scalable to 24"x 36" and 11"x17" to the PMT for their review and comments

TASK 7 - 90% PLANS SUBMITTAL AND 10 SET PLAN REVIEW SUBMITTAL (COJ)

Design intent is set and approved by the client team at completion of 60% plans. Development of 90% plans constitutes the advancement of design detailing to the point at which the project is all but complete aside from submitting plans for permit review and making final revisions per agency

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review comments within the scope of this project. Any alignment, materials, and other site-specific design changes requested after approval and acceptance of 60% design will impact the 90% design cost and production schedule. Upon completion of 90% plans, all details and interdisciplinary coordination will have been fully completed. A 10 Set Plan review submittal will be included with the 90% Plans.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheets(s)
- 90% Plans and profiles at 1" = 20-ft scale including dimensions, elevations, final grading, complete utilities coordination, and plan detail finalizing the design intent for amenities and/or green spaces/plazas/gathering spaces along the corridor. Sheet sets will be printed such that a block fits on a single sheet. If certain sheet sets need a more detailed scale those will be provided in addition to the block-by-block sheets.
- 90% Construction details – typical/standard details will be included. Custom details will be completely refined and coordinated with overall design.
- Proposed Typical Sections by segment
- 90% Cross Sections at 50-foot intervals
- 90% Drainage Design that includes full design of inlets/piping systems and stormwater management practices (if required), pipe profiles with calculations presented in a pipe chart, gutter spread calculations, and a stormwater management report per jurisdictional requirements and drainage structures details
- Final Pavement Marking and Signing which indicate MUTCD compliant locations for required traffic control signs and pavement markings
- Final Landscape Plans including tree impact calculations and tree mitigation plans (as applicable) Planting plans will include a complete species planting list; will indicate proposed trees, shrubs, and groundcover quantities and spacing.
- Tree Mitigation Plans
- Typical and custom Landscape planting details for trees, shrubs, and groundcovers.
- Final Irrigation Plans indicating complete pipe and head layout for all proposed zones, as well as meter locations. Supplemental pump design is excluded.
- Irrigation details coordinated with final irrigation plans. Coordination with JEA on backflow/meter locations as well as water use projections will be included in this effort.
- Final Lighting Plans indicating the location of all proposed lights and power source.
- Lighting details shall be city standard specification.
- 90% Signal Plans and Signal details
- 90% Structures Plans Hogan Street and Forsyth Street
- Erosion Control and Pollution Prevention Plan commensurate with local regulations for permittable plans.
- Maintenance of Traffic Plan indicating all stages of construction that the contractor must follow to maintain traffic flow as reviewed and approved by COJ.
- Final update to the quantities
- Final update to the construction cost estimate
- Draft Bid Package with updated Special Conditions and Technical Specifications (as applicable)

Deliverable

- The Consultant shall submit 90% plans, 10 Set Review Submittal plus 2 Sets 11"x17" and 10 Sets of 24"x36" and Digital File Scalable to 24"x 36" and 11"x17" to the PMT for their review and comments.

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TASK 8 - 3-DIMENSIONAL RENDERING (GWJAX)

After submittal of the 60% drawings, The Consultant will also provide up to four (4) rendered model stills incorporating existing photo backgrounds. Renderings will be submitted as a single packaged submission and Pond will address one (1) round of comments for the final release.

The stills shall be for marketing purposes only and shall not be used to change the direction of the design nor as a basis for design decisions. Dynamic rendered 3D models or videos are excluded.

Deliverable

- Up to four 3D rendered stills

TASK 9 - 100 % CONSTRUCTION DOCUMENTS (COJ)

The Consultant shall prepare the Final set of Construction Documents, incorporating 90% plan and specification review comments from the PMT, and other public agencies necessary to permit the plans for construction. The Documents shall be suitable for bidding and construction of the design elements of the project. The Construction Documents shall include Plans, Bid Item Quantities and Construction Specifications and a full set of City of Jacksonville Standard Contract Documents. Permit review comments that are in conflict with previously approved design by the client or previously vetted design with permitting agencies will delay acquiring permit and require additional services for redesign if the request cannot be resolved without changes in design/engineering. Permit review is only to confirm plans are in compliance with codes and ordinances.

Deliverable

- The Consultant shall produce a full set of Signed and Sealed Construction Documents which shall be available in electronic as well as hard copy.

TASK 10 PERMITTING (COJ)

The Consultant shall be responsible for submitting and obtaining regulatory approval for the Construction of this project from FDOT COJ and the DDRB It is anticipated that this project will qualify for a letter exemption from the St. Johns River Water Management District. Any and all permitting fees (including COJ and DDRB review if applicable) shall be paid directly by the Owner.

TASK 11 – BID ASSISTANCE (GWJAX)

The Consultant shall assist COJ in the preparation of bid documents to be used in the procurement of construction services by qualified Contractors for the construction phase of the project. Bid documents shall be the same as the Final Construction Documents as described in Task 9. The services will include responding to Requests for Information (RFI's) from bidders, attendance at a Pre-Bid meeting by the project manager and lead engineer and preparation of information to be included in any addenda that may be required during the bidding process. Should bidding of the project occur before completion of permitting, additional services may be required to coordinate conformed plans and specifications with bidding or selected contractors.

TASK 12 – POST DESIGN SERVICES

Post-Design Services <u>are not included</u> at this time but may be added at the Owner's Request.

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OPTIONAL SERVICES (N/A)

NOTICE-TO-PROCEED

No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

FEE SUMMARY

The Consultant Fee Schedule is included as 'Exhibit B1'.

EXCLUSIONS AND ASSUMPTIONS

1. While the design process may be augmented by 3-dimensional rendering and design tools, the nature of linear projects is that they are developed utilizing 2-dimensional plans and profiles. 3-dimensional representations will be utilized sparingly and when necessary to determine design and engineering needs. If additional visualizations are required beyond those specifically described in the scope, the Consultant can provide additional enhanced 3D rendering and marketing materials as an additional service if requested.
2. Any Contamination/Environmental Testing for the project will be the responsibility of the City of Jacksonville.
3. Road realignments and operational modifications are excluded from the project, except in cases where slight modifications to curb line will improve Trail access and constructability.
4. FDOT and COJ standards and specifications will be referenced. For specially detailed and proprietary items, special technical specifications will be provided in the construction documents. No project manual or bid book will be provided.
5. As-Built drawings shall be provided by the Contractor.
6. Environmental certifications including LEED, SITES, and Envision are excluded at this time.
7. Client is responsible for arranging and coordinating Public Meetings. The Consultant will be a meeting participant and can assist in presentations, as applicable and described herein.
8. While the Consultant will deliver a value-conscious design and seek Client's preference on significant cost-related decisions when options are presented, a detailed value-engineering analysis after plans are complete and a permit is obtained is not included.
9. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the client team, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.
10. While our team will work to reveal all existing conditions that affect the design and construction of the project, all projects, especially urban projects such as this that cross many properties and distances will reveal unforeseen conditions during construction. Pond cannot be held responsible for unforeseen conditions that were not detected at the time of design.

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Exhibit R
CONTRACT FEE SUMMARY FORMAT FOR GROUNDWORK JACKSONVILLE
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Emerald Trail Hogan Street - Segment B: Union to South of 1st St	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: Pond & Company	**4. Date of Proposal** July 22, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 96.90	39	$ 3,779.10	$ 3,779.10
Project Manager	$ 73.02	82	$ 5,987.64	$ 5,987.64
Senior Landscape Architect	$ 54.69	12	$ 656.28	$ 656.28
Landscape Architect	$ 34.56	28	$ 967.68	$ 967.68
Senior Engineer	$ 84.87	224	$ 19,010.88	$ 19,010.88
Design Engineer	$ 57.38	444	$ 25,476.72	$ 25,476.72
Engineer Intern	$ 43.33	144	$ 6,239.52	$ 6,239.52
Designer	$ 25.72	108	$ 2,777.76	$ 2,777.76
Clerical/Admin	$ 40.67	12	$ 488.04	$ 488.04
TOTAL DIRECT LABOR	$ 59.82	1,093		$ 65,383.62

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**191.26** % x Total Direct Labor	$ 125,052.71
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 190,436.33**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 19,043.63

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Reimbursable/Not to Exceed)		
Haddad Engineering, Inc (Lighting)	0.00	
LJA Engineering Inc. (Drainage)	0.00	
LJA Engineering Inc. (Signals)	0.00	
Smith Surveying Group (SUE)	47,330.00	$ 47,330.00
Meskel & Associates Engineering, PLLC (Geotech)	0.00	
T2 Utility Engineers	0.00	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 47,330.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$ 0.00	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 256,809.96**
12. TOTAL PRIOR CONTRACT AMOUNT	$ 612,958.03
TOTAL AMENDED CONTRACT AMOUNT	$ 869,767.99

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McKIM&CREED

FEBRUARY 25, 2026

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

RE: SUE SERVICES FOR EMERALD TRAIL SEGMENT 2, JACKSONVILLE, FLORIDA

TOM,

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

OVERVIEW

Locating underground utilities is requested for the above referenced location. We will provide ASCE 38.02 Quality level "B" SUE investigation to designate utilities, and Quality Level "A" to visually verify utilities within the project limits (see Exhibit A). This route consists of the following:

- **Segment A**: Full Right of Way along Hogan St, from Bay St to Union St. - 8 Blocks
- **Segment B**: Full Right of Way along Hogan St, from Union to State Street, then along W State Street to Laura Street, then along N Laura Street to Cuna Way. – 6 Blocks

It is our understanding that portion of this project has already been located with QLB methods, with test hole locations yet to be determined. Therefore for Segment A we suggest reviewing the previous survey utility linework to identify possible field discrepancies and identify any newly installed utilities along the planned route, and a full right-of-way utility survey in Segment B.

SCOPE

1. We will submit an 811 dig ticket in order to proceed with our scope.
2. We will submit necessary Right of Way/General Use Permits to the City of Jacksonville and FDOT
3. We will review the available survey data to identify any new utilities or any discrepancies between what is currently shown on the survey and what is existing.
4. We will provide QLB designating to locate utilities along Segment B, which has yet to be surveyed.
5. We will provide QLA locating to visually verify underground utilities. This proposal includes up to 50 test holes (32 for Segment A, 12 for Segment B) to be placed at the discretion of the Client. We anticipate that the majority of these test holes will be performed in hard surface/sidewalk/roadway, and will need to be performed at night.
6. We will submit photos, an overall sketch of utility locations and test hole sheets in a SUE report upon completion of fieldwork.
7. We anticipate lane closures will be required to properly and safely perform soft digs. We will contract out a certified traffic control company to assist with Maintenance of Traffic.

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OUR PROCESS

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

OUR FEE

Our **Not-to-Exceed** estimate for Segment A **$47,000.00.**

Item	Description	Est Quantity	Units	Unit Price	Total Per Item	
1	Vacuum Excavation Phase (32 test holes)	70	Hrs	$300.00	$ 21,000.00	
2	Designating Phase Review of Segment A utility survey and update as needed	1	Lump Sum	$10,000.00	$ 10,000.00	
3	Project Management Includes Reporting, Admin Costs, Permitting Fees	1	Lump Sum	$2,000.00	$ 2,000.00	
4	Maintenance of Traffic	1	Lump Sum	$14,000.00	$ ~~14,000.00~~	17,750.00
				Total	**$ ~~47,000.00~~**	50,750.00

TB

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SMITH SURVEYING GROUP

February 26, 2026

Christian Morales Project Manager
Pond
1200 Riverplace Boulevard
Suite 600
Jacksonville, Fl 32207

Re: Emerald Trail Laura Street **Segment B Alternate** SUE and Surveying Proposal

Dear Christian:

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

SCOPE OF WORK:

TASK 1. Provide supplemental SUE efforts via **McKim & Creed** to meet ASCE 38-02 Level A and Level B underground utility designations (see attached proposal). A total of **12** test holes will be provided. **SSG** will locate all designations.

Deliverables will be a Survey AutoCAD Civil 3D 2018 format. Basemaps will be 1" = 20' and 1" = 2 foot vertical scale. Final signed and sealed survey maps will be in pdf format. Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Bench Mark. Location of underground utility services will be performed by Maser as a subcontractor to the Smith Surveying Group.

Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, Smith Surveying Group will assume no liability, expressed or implied, for the correctness of said species identification. Tree locations will be provided within the existing R/W for all trees 4" DBH and larger. Jurisdictional wetlands, if any, will be located from field points as established by others and at an additional fee of $1.00/ft. as measured from point to point.

We anticipate delivery of the preliminary product within100-130 days from receipt of written Notice To Proceed, weather and site conditions permitting. Final deliverables shall be two (2) signed and sealed blueline prints, and an electronic drawing file, if requested. Additional sealed copies may be furnished at a nominal charge, if requested. We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached man hour estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

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

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

CLIENT further agrees that the standard of care for Smith Surveying Group performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group and the addressee only, and payment to Smith Surveying 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.

Smith Surveying Group, LLC.

Thomas J Smith, PSM
President

Accepted By:_____
Printed Name:_____
Date:_____

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Emerald Trail Segment 2 SUE Survey Estimate

SURVEY ESTIMATE

(SURVEY FUNCTIONS BASED ON AN ESTIMATED 1825 LINEAR FEET OF R/W SURVEYING)

Task 1

Field Crew: 42 hours @ $170/hr.:	$ 7,140.00
CADD Technician: 22 hours @ $125/hr.:	$ 2,750.00
Professional QA/QC: 2 hours @ $170/hr.:	$ 340.00
McKim & Creed SUE estimate	$29,000.00
SSG administration of SUE	$ 4,350.00
Survey Estimate	**$ 43,580.00**

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City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Professional Engineering Service for Emerald Trail Master Plan Improvements

Requested Action and Justification:

Recommend approval to amend the award with Pond & Company for Amendment 7 in the amount of $612,958.03 as outlined in Exhibits O&P. Total revised expenditure not to exceed $1,664,591.92.

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

Supplier:	Pond & Company	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	04/01/2019

POA #:	72041-22	**PO #:**	600665-20-021	**Change Order #:**	N/A
Solicitation #:	PDS P-21 19	**Contract #:**	9092-04	**Contract ADM #:**	7
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32124	**Center:**	153101	**Acct:**	565051	**Proj:**	010395	**Activity:**	0000000000	$ 612,958.03
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,664,591.92	**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 4/22/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 4/22/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C...	**Chief of Procurement:**	Signed by: 4/28/2026 B19F1D517352456...
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:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	4/30/2026	**Date:**	4/30/2026

Signed by:

Docusign Envelope ID: 68BF12F9-DB01-4DEA-A1BC-D087BA85F5A5

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.*

APPROVED
By Ben Koeppen at 10:13 am, Apr 22, 2026

City Proposal Number: P-21-19

Emerald Trail Design Services
Segment # 2 Hogan Street Connector
Revised April 22nd 2026

CONTRACT AMENDMENT SUMMARY

The below scope represents a change to the original contract originally executed for the Emerald Trail – Hogan Street Connector. The project was originally completed as 60% plans and Design-Build Package submitted in April 2023. The intent of this scope is to update the original plans and documents according to City of Jacksonville (COJ), Groundwork Jax (GWJax), and Downtown Investment Authority (DIA) based on new developments, updated design guidelines and preferences, updated constructability goals, etc. For the purposes of this scope, we will define a Project Management Team (PMT), which will be comprised of a member of COJ staff and a member of GWJax staff.

PROJECT PURPOSE AND LIMITS

Emerald Trail, Segment 2 involves the development of a Shared-Use Path (SUP) and Traffic Calming/Lane repurposing that will provide a connection between the Hogans Creek Greenway trail and the Northbank Riverwalk trail. It is anticipated that the existing sidewalks on both sides of Hogan St will be reconstructed to better accommodate pedestrians and the mainline trail alignment. The proposed improvements will be split into two segments. Segment A will begin at Bay Street and end at Union Street. Segment B will start at Union Street, cross State Street, head Eastbound on State Street, turn left at Laura Street and end at Hogan's Creek inclusive of the intersection with Bethel Baptist St. Segment B will be an add-alternate. Within Segment B at Florida State College at Jacksonville (FSCJ), the trail will follow the east and south perimeters of the campus, which will be accommodated by a combination of Traffic Calming/Lane repurposing along Laura Street (subject to PMT approval) and fence relocation along State Street.

The one-way roadway of Hogan Street will be modified to remove one of the two northbound travel lanes, to widen the sidewalk for pedestrian and trail use. Both sides of Hogan Street will be reconstructed to better accommodate pedestrian use on the corridor. The Emerald Trail alignment will start on the west side of Hogan Street, Cross over to the east side via a "Scramble" crossing at Monroe Street, then continue along the east side, up to Union Street. From Monroe Street to Duval Street the east travel lane will be eliminated to accommodate the trail width. From Duval Street north, the trail on the east side will utilize existing sidewalk widths. The West travel lane in these blocks will be eliminated to provide additional pedestrian width on the west side of Hogan Street.

The trail alignment shall be signed and marked for safety at roadway crossings. Wayfinding signage locations will be identified along adjacent roadways. The design shall follow the Emerald Trail Master Plan, the 2025 Emerald Trail Design Guidelines and prior phase standards for the trail as well as latest version of the COJ Land Development Procedures Manual (LDPM) and Downtown Streetscape Design Guidelines, as applicable. Florida Department of Transportation (FDOT) standards shall be utilized where the trail adjoins state roadways. Where COJ and FDOT

standards differ from recommended trail standards, the Consultant will bring it to the attention of the PMT for resolution. The Trail alignment shall conform to ADA accessibility and safety requirements for all trail and roadway users. The design will include asphalt milling and resurfacing of the remaining Hogan Street travel lane, within the project limits.

PROJECT ADMINISTRATION

At project execution, the Consultant shall submit a Project Management Plan (PMP). The PMP shall include Consultant Team contact information, Project Budget by Task and associated schedule and milestones for each task.

Project Management and Client Communication

During the project the Consultant will facilitate frequent communication with the PMT. Bi-weekly meetings (either by phone or in person) will be scheduled with the PMT, other agency stakeholders, and Consultant Team Members - up to 18 meetings or calls total are included. Meetings will start Bi-weekly and switch to Monthly as the project progresses. Project management time and coordination meetings are included in each phase of the project according to the tasks and timeline. Monthly, we will provide the PMT with the following:

- An updated schedule
- A progress report
- An updated client decision log
- Invoice – to be billed on a task-by-task Lump Sum basis.

Progress Meetings: During the 45% Plans Update, it is anticipated that close coordination will require bi-weekly progress meetings. However, once the project moves beyond the 60% engineering phase, progress meetings shall be conducted monthly. The meetings could be conducted via teleconference or face-to-face. Pond will provide meeting summaries to the PMT after each meeting.

Public Meetings: It is anticipated that no more than 2 (two) Public Meetings will be required. The PMT will secure a meeting location. The first meeting shall be a stakeholder meeting and shall occur during the project validation design phase; the second meeting shall occur prior to conclusion of 60% Plans and in coordination with Field Meeting #2 and the DDRB Meeting.

The Consultant shall support the Public Outreach efforts by providing plans and renderings as specified herein for use as display materials in Public Meetings and other Agency / Stakeholder coordination.

Field Meeting # 1: The Consultant shall arrange for a field visit to walk the corridor with DIA/COJ/GWJax Staff at the beginning of the 45% Plans Update phase of the project. Pond will provide a meeting summary and comments to questions after the meeting.

Field Meeting #2: Prior to the completion of the 60% Plans Phase, the Consultant shall arrange for a field visit walk-through to validate and confirm the client team's understanding of the proposed design prior to proceeding with the 90% Plans submittal. Pond will provide a meeting summary and comments or questions, after the meeting.

Downtown Development Review Board (DDRB) Presentations: The Consultant will prepare materials for one presentation before the DDRB (after the 2nd Public Meeting and prior to the completion of the 60% Plans)

Coordination with Stakeholders: The Consultant shall coordinate with the client team during progress meetings to ensure information is received from stakeholder groups. The Consultant's Project Manager will be available to meet with stakeholders (adjacent project teams, etc.) as needed to finalize the project design.

Coordination with Other Agencies: The Consultant shall coordinate project design activities with public agencies; this shall include the Florida Department of Transportation, for their jurisdictions over State Roads which the Trail will cross or traverse, those being State St (SR228/US17&23) Union St (SR228/US23), and Beaver St. SR10/US90), Downtown Investment Authority, as well as the JTA.

ADDITIONAL PROJECT MANAGEMENT REQUIREMENTS:

1. The Consultant to coordinate design efforts and communicate with City Stormwater Maintenance Division as appropriate throughout the design phase.
2. The Consultant will perform QA / QC prior to each submittal.
3. The Consultant shall take notes of all design/review meetings held with the City agencies. These notes shall be transcribed and furnished to the PMT concurrence, as soon as practical, after the date of the meeting.
4. The Consultant shall perform utility coordination as part of the scope of this project.
5. COJ shall be the owner of all final documents.

TASK 1 45% PLANS UPDATE

This Task includes a field review and analysis of the proposed route as presented in the previously submitted Design-Build Package. The Consultant's PM, lead urban / trail designer, and selected design team members will walk the corridor to document opportunities and constraints for implementation of the client's desired revised alignment. Findings will be identified and evaluated for implementation into the final design of Segment #2. Actual field conditions may warrant additional modifications to the proposed alignment. Design alternatives and alternate alignments and recommendations will be presented to the PMT for review and selection during the 45% Plans update phase.

- One (1) Public Meeting for which the Consultant will provide the preliminary design plan for the entire corridor and the add-alternate extension (Segment B) if selected, 2D rendered and annotated to communicate project intent. Pond will present the plan and address questions from the meeting guests. The public meeting is informational only. Public comments will be documented and considered, under advisement of COJ.
- Up to five (5) supplemental photosimulation or cross-section renderings will be provided to support the preliminary design presentation.
- One (1) Field meeting (Field Meeting #1 above) to verify preliminary design. GWJax/DIA/COJ are expected to attend to review and confirm design decisions.
- COJ will gather input from key committee and stakeholder members to provide to the Consultant. The Consultant will meet with the PMT to obtain direction regarding integration of committee input into design of the trail corridor.
- Under the advisement of the PMT, the Consultant will incorporate accepted public comment and recommendations and present the preliminary design plan and applicable typical sections to DIA/COJ/GWJax for acceptance prior to advancing to 60% plans and specification development.

Deliverable: Plan view images in roll plot format showing the updated proposed route and construction limits. Notations will describe opportunities and constraints to be considered in design. This map will be annotated to communicate design and engineering needs necessary to achieve the proposed corridor design.

TASK 2 FIELD SURVEY

This project will utilize the previous Surveys and DTMs completed as part of the original contract.

SUE Survey:

This Task includes providing Subsurface Utilities Engineering (SUE) to locate apparent underground public utilities. The approximate horizontal location of existing utilities will be designated by means of paint and flags. Tasks include:

- SUE for signalized intersections –
- 32 Utility Test Holes

Note: Some SUE work was already performed on this corridor and will be reviewed and incorporated into this project. (see attached SUE scope for more information)

TASK 3 R/W AND EASEMENT REQUIREMENTS

No R/W or easement areas are identified for the planned Segment A between Bay St and Union St.

Deliverables

- N/A

TASK 4 GEOTECHNICAL INVESTIGATION –

This includes the geotechnical investigation of materials and locations to facilitate the installation of structural elements and trail pavement recommendations.

Boring Locations - develop a Boring location map

Up to 16 borings for bio-planter/bioswale areas between Bay Street and Union Street. Note: This data will be submitted in a report, supplemental to the Geotechnical report previously submitted for this project. (see attached Geotechnical scope for more information)

Deliverable

- Final signed and sealed Geotechnical report shall be submitted to Pond and COJ as a digital PDF file format, and two hard copies, one each for Pond and COJ.

TASK 5 UTILITY COORDINATION

This includes utility coordination activities for the Hogan Street Corridor. The consultant shall identify Utility Agency Owners (UAOs), make utility contacts, hold preliminary utility meetings and individual/field meetings, collect and review plans from UAOs, hold Utility Design Meeting, review utility markups & work schedules and processing of schedules and agreements. The consultant shall coordinate with utility owners and track the status of coordination activities. The consultant shall process Utility Work by Highway Contractor, provide contract plans to UAOS, and facilitate Utility Certification/Close out.

(See attached Utility Coordination scope for additional details)

TASK 6 - 60% PLANS SUBMITTAL

The Consultant shall advance the development of the plans based upon client decisions made during Task 1. 60% plans advance the design of the project to a point at which all major decisions have been confirmed regarding alignment, typical sections, and materials to be utilized in the design. Upon completion of 60% drawings, the alignment is set, details necessary for the advancement of detailed design are in various stages of development, and coordination across disciplines has confirmed constructability of the project. Design changes requested after approval and acceptance of 60% design plans may impact 90% design cost and production schedule. Such changes would include addition or deletion of project elements, shifts in alignment that impact ROW/adjacent properties; material changes that require a different approach to engineering or functionality, and other changes that are not in alignment with advancing the approved design direction.

Roadway:

The Consultant shall design the trail to meet roadside safety and maintenance of traffic requirements for the adjacent facilities. Consultant shall perform trail design and cross-sections to safely accommodate pedestrians and cyclists and utilize materials which will strive to minimize long-term maintenance of the facility. The Consultant will include sign locations and types for the trail segment, including potential wayfinding sign locations.

Drainage:

Hogan Street is currently a one-way two-lane street with closed stormwater collection systems from West Bay Street to West Union Street. The objective of this project is to convert Hogan Street into a one-way one-lane street in the northerly direction with a SUP. In general, this is proposed to be accomplished by removing the west curb and gutter and constructing new curb and gutter to the east to provide for the SUP and narrow Hogan Street to one lane in the northerly direction. The consultant shall review and adjust drainage basin boundaries previously delineated, design new drainage structures including connections to existing system, modeling of hydraulic grade line in proposed structures, and spread calculations at proposed inlets. The consultant shall design bioplanters for infiltration/discharge of stormwater from proposed collection systems. The consultant will prepare drainage, erosion control, and stormwater pollution prevention plan (SWPPP) plans, drainage design documentation report, specifications, quantities, cost estimate and QAQC of drainage items.

(See attached drainage scope for more detail)

Lighting:

The Consultant shall evaluate pedestrian / bicycle lighting requirements to determine if / where additional lighting is justified and desirable along the Trail alignment, meet with client representatives to develop system goals, develop preliminary lighting system layout, and prepare preliminary drawings for client approval. Based on preliminary approval the consultant shall design electrical based on LOD, FDOT, and AASHTO design industry standards, attend design meetings, prepare all necessary calculations, complete design and preparation of plans and specifications, coordinate design with other disciplines and prepare alternate bid documents if required. The consultant shall prepare lighting calculations, lighting design and lighting control

plans. The consultant will design power distribution, panel boards, and electrical service, coordinate with all utilities for electrical service, and design distribution for two future monument signs.

60% Plans shall include:

- Cover Sheet
- General Notes sheet(s)
- 60% Plans and profiles at 1" = 20 ft scale including dimensions, elevations, preliminary grading, utilities coordination, and additional plan detail finalizing the design intent for amenities and/or green spaces/gathering spaces along the corridor. Sheet sets will be printed such that a block fits on a single sheet. If certain sheet sets need a more detailed scale those will be provided in addition to the block-by-block sheets.
- 60% Construction Details – typical/standard details will be included. Custom details will be identified and in preliminary design form with enough detail to initially assess cost and installation requirements.
- Proposed Typical Sections by segment of corridor; segments may be city blocks or longer as field conditions and design intent dictate.
- 60% Cross Sections at 50-foot intervals
- 60% Drainage Design that includes drainage maps, horizontal layout of inlets/piping systems and storm water management practices (if required), preliminary profiles, and preliminary calculations to confirm sizing of the various aspects.
- Preliminary Signing and Pavement Marking Plans (MUTCD compliant) which indicate locations for required traffic control signs and pavement markings
- 60% Landscape Plans including tree impact calculations and recommended species planting list; Plans will indicate proposed trees and area for other groundcover and/or shrub plantings, but not specific quantities and massing. The design will comply with Jacksonville Tree Commission's urban tree and soil requirements, including silva cells, soil volume, organic composition, structural soils, and irrigation recommendations for urban areas.
- Typical Landscape planting details for trees, shrubs, groundcovers.
- Proposed lighting locations (lighting shall be city standard spec along the sidewalk).
- Outline or List of Special Provisions Specifications
- Preliminary quantities
- Updated construction cost estimate

Deliverable

- The Consultant shall submit 60% plans, 2 Sets 11"x17" plus Digital File Scalable to 24"x 36" and 11"x17" to the PMT for their review and comments

TASK 7 - 90% PLANS SUBMITTAL AND 10 SET PLAN REVIEW SUBMITTAL

Design intent is set and approved by the client team at completion of 60% plans. Development of 90% plans constitutes the advancement of design detailing to the point at which the project is all but complete aside from submitting plans for permit review and making final revisions per agency review comments within the scope of this project. Any alignment, materials, and other site-specific design changes requested after approval and acceptance of 60% design will impact the 90% design cost and production schedule. Upon completion of 90% plans, all details and interdisciplinary coordination will have been fully completed. A 10 Set Plan review submittal will be included with the 90% Plans.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheets(s)
- 90% Plans and profiles at 1" = 20-ft scale including dimensions, elevations, final grading, complete utilities coordination, and plan detail finalizing the design intent for amenities and/or green spaces/plazas/gathering spaces along the corridor. Sheet sets will be printed such that a block fits on a single sheet. If certain sheet sets need a more detailed scale those will be provided in addition to the block-by-block sheets.
- 90% Construction details – typical/standard details will be included. Custom details will be completely refined and coordinated with overall design.
- Proposed Typical Sections by segment
- 90% Cross Sections at 50-foot intervals
- 90% Drainage Design that includes full design of inlets/piping systems and stormwater management practices (if required), pipe profiles with calculations presented in a pipe chart, gutter spread calculations, and a stormwater management report per jurisdictional requirements and drainage structures details
- Final Pavement Marking and Signing which indicate MUTCD compliant locations for required traffic control signs and pavement markings
- Final Landscape Plans including tree impact calculations and tree mitigation plans (as applicable) Planting plans will include a complete species planting list; will indicate proposed trees, shrubs, and groundcover quantities and spacing.
- Tree Mitigation Plans
- Typical and custom Landscape planting details for trees, shrubs, and groundcovers.
- Final Irrigation Plans indicating complete pipe and head layout for all proposed zones, as well as meter locations. Supplemental pump design is excluded.
- Irrigation details coordinated with final irrigation plans. Coordination with JEA on backflow/meter locations as well as water use projections will be included in this effort.
- Final Lighting Plans indicating the location of all proposed lights and power source.
- Lighting details shall be city standard specification.
- Erosion Control and Pollution Prevention Plan commensurate with local regulations for permittable plans.
- Maintenance of Traffic Plan indicating all stages of construction that the contractor must follow to maintain traffic flow as reviewed and approved by COJ.
- Final update to the quantities
- Final update to the construction cost estimate
- Draft Bid Package with updated Special Conditions and Technical Specifications (as applicable)

Deliverable

- The Consultant shall submit 90% plans, 10 Set Review Submittal plus 2 Sets 11"x17" and 10 Sets of 24"x36" and Digital File Scalable to 24"x 36" and 11"x17" to the PMT for their review and comments.

TASK 8 - 3-DIMENSIONAL RENDERING

After submittal of the 60% drawings, The Consultant will also provide up to SIX (6) rendered model stills incorporating existing photo backgrounds. Renderings will be submitted as a single packaged submission and Pond will address one (1) round of comments for the final release.

The stills shall be for marketing purposes only and shall not be used to change the direction of the design nor as a basis for design decisions. Dynamic rendered 3D models or videos are excluded.

Deliverable

- Up to 6 3D rendered stills

TASK 9 - 100 % CONSTRUCTION DOCUMENTS

The Consultant shall prepare the Final set of Construction Documents, incorporating 90% plan and specification review comments from the PMT, and other public agencies necessary to permit the plans for construction. The Documents shall be suitable for bidding and construction of the design elements of the project. The Construction Documents shall include Plans, Bid Item Quantities and Construction Specifications and a full set of City of Jacksonville Standard Contract Documents. Permit review comments that are in conflict with previously approved design by the client or previously vetted design with permitting agencies will delay acquiring permit and require additional services for redesign if the request cannot be resolved without changes in design/engineering. Permit review is only to confirm plans are in compliance with codes and ordinances.

Deliverable

- The Consultant shall produce a full set of Signed and Sealed Construction Documents which shall be available in electronic as well as hard copy.

TASK 10 PERMITTING

The Consultant shall be responsible for submitting and obtaining regulatory approval for the Construction of this project from FDOT COJ and the DDRB It is anticipated that this project will qualify for a letter exemption from the St. Johns River Water Management District. Any and all permitting fees (including COJ and DDRB review if applicable) shall be paid directly by the Owner.

TASK 11 – BID ASSISTANCE

The Consultant shall assist COJ in the preparation of bid documents to be used in the procurement of construction services by qualified Contractors for the construction phase of the project. Bid documents shall be the same as the Final Construction Documents as described in Task 9. The services will include responding to Requests for Information (RFI's) from bidders, attendance at a Pre-Bid meeting by the project manager and lead engineer and preparation of information to be included in any addenda that may be required during the bidding process. Should bidding of the project occur before completion of permitting, additional services may be required to coordinate conformed plans and specifications with bidding or selected contractors.

TASK 12 – POST DESIGN SERVICES

Post-Design Services are not included at this time but may be added at the Owner's Request.

OPTIONAL SERVICES

The following scope items are not included in the Base Fee at this time but may be incorporated under separate authorization from the Owner.

OPTIONAL TASK A – Segment B Design (Fee not included in this document)

If authorized Pond will extend the project limits to include Segment B which is Hogan Street from Union to State Street through the Rosa Parks Transit Center, State Street from Hogan Street to Laura Street, Laura Street from State Street to Hogan's Creek inclusive of the intersection with Bethel Baptist St. This will include additional coordination with FDOT for crossing the state roads (Union Street and State Street), additional lane repurposing study along Laura Street, 12 additional SUE test holes, Additional coordination with FSCJ, additional RW coordination for the property adjacent to the Rosa Parks Transit Center and the FSCJ property which will likely need fence relocation. Additional plan sheets and design will need to be added to the Roadway, Signing, and Drainage plans.

NOTICE-TO-PROCEED

No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

FEE SUMMARY

The Consultant Fee Schedule is included as 'Exhibit B1'.

EXCLUSIONS AND ASSUMPTIONS

1. While the design process may be augmented by 3-dimensional rendering and design tools, the nature of linear projects is that they are developed utilizing 2-dimensional plans and profiles. 3-dimensional representations will be utilized sparingly and when necessary to determine design and engineering needs. If additional visualizations are required beyond those specifically described in the scope, the Consultant can provide additional enhanced 3D rendering and marketing materials as an additional service if requested.
2. Any Contamination/Environmental Testing for the project will be the responsibility of the City of Jacksonville.
3. Road realignments and operational modifications are excluded from the project, except in cases where slight modifications to curb line will improve Trail access and constructability.
4. FDOT and COJ standards and specifications will be referenced. For specially detailed and proprietary items, special technical specifications will be provided in the construction documents. No project manual or bid book will be provided.
5. As-Built drawings shall be provided by the Contractor.
6. Environmental certifications including LEED, SITES, and Envision are excluded at this time.
7. Client is responsible for arranging and coordinating Public Meetings. The Consultant will be a meeting participant and can assist in presentations, as applicable and described herein.
8. While the Consultant will deliver a value-conscious design and seek Client's preference on significant cost-related decisions when options are presented, a detailed value-engineering analysis after plans are complete and a permit is obtained is not included.
9. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the client team, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.

10. While our team will work to reveal all existing conditions that affect the design and construction of the project, all projects, especially urban projects such as this that cross many properties and distances will reveal unforeseen conditions during construction. Pond cannot be held responsible for unforeseen conditions that were not detected at the time of design.

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

PART I - GENERAL

1. Project Emerald Trail Hogan Street - Segment A: Bay to Union	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: Pond & Company	**4. Date of Proposal** April 22, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 96.90	150	$ 14,535.00	14535.00
Project Manager	$ 73.02	327	$ 23,877.54	23877.54
Senior Landscape Architect	$ 54.69	152	$ 8,312.88	8312.88
Landscape Architect	$ 34.56	524	$ 18,109.44	18109.44
Senior Engineer	$ 84.87	163	$ 13,833.81	13833.81
Design Engineer	$ 57.38	218	$ 12,508.84	12508.84
Engineer Intern	$ 43.33	286	$ 12,392.38	12392.38
Designer	$ 25.72	180	$ 4,629.60	4629.60
Clerical/Admin	$ 40.67	50	2,033.50	2033.50
TOTAL DIRECT LABOR	$ 53.77	2050		$ 110,232.99

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	**191.26** % x Total Direct Labor	$ 210,831.62
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 321,064.61**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 32,106.46

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS ((Reimbursable/Not to Exceed)		
Haddad Engineering, Inc (Lighting)	18,071.21	
LJA Engineering Inc. (Drainage)	71,774.30	
Smith Surveying Group (SUE)	90,625.00	
Meskel & Associates Engineering, PLLC (Geotech)	23,343.74	
T2 Utility Engineers	55,972.71	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 259,786.96
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$ 0.00	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 612,958.03**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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Attachment A

Smith Surveying Group – SUE Scope & Fee

Docusign Envelope ID: 68BF12F9-DB01-4DEA-A1BC-D087BA85F5A5

Exhibit P

SMITH SURVEYING GROUP

February 26, 2026

Christian Morales Project Manager
Pond
1200 Riverplace Boulevard
Suite 600
Jacksonville, Fl 32207

Re: Emerald Trail Hogan Street SUE Surveying Proposal

Dear Christian:

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

SCOPE OF WORK:

TASK 2. Provide supplemental SUE efforts via McKim & Creed to meet ASCE 38-02 Level A and Level B underground utility designations (see attached proposal). A total of **32** test holes will be provided. Smith Surveying Group will be locating all of the SUE Level A & Level B.

Deliverables will be a Survey AutoCAD Civil 3D 2015 format. Basemaps will be 1" = 20' and 1" = 2 foot vertical scale. Final signed and sealed survey maps will be in pdf format. Horizontal datum shall be referenced to State Plane Coordinates (NAD 83/2011) for the State of Florida and vertical datum shall be referenced to NAVD 1988 from a published governmental Bench Mark. Location of underground utility services will be performed by Maser as a subcontractor to the Smith Surveying Group.

Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, Smith Surveying Group will assume no liability, expressed or implied, for the correctness of said species identification. Tree locations will be provided within the existing R/W for all trees 4" DBH and larger. Jurisdictional wetlands, if any, will be located from field points as established by others and at an additional fee of $1.00/ft. as measured from point to point.

We anticipate delivery of the preliminary product within100-130 days from receipt of written Notice To Proceed, weather and site conditions permitting. Final deliverables shall be two (2) signed and sealed blueline prints, and an electronic drawing file, if requested. Additional sealed copies may be furnished at a nominal charge, if requested. We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be as noted on the attached man hour estimate; estimated fees will not be exceeded without prior written authorization from the CLIENT. We shall invoice you on a monthly progressive billing cycle for the to-date percent complete and we will expect full payment for each monthly invoice within 10 days from the date of the respective invoice.

This scope of work is for a "one time" performance of the services as outlined herein; any survey points that are destroyed or lost due to construction activities, vandalism, acts of God, etc. that require replacement shall be replaced at CLIENT's expense and upon your authorization. Should the scope of

work be changed by CLIENT either in writing or verbally, CLIENT agrees to pay Smith Surveying Group for any additional work involved in said changes at our Standard Billing Rates, unless a supplemental contract is agreed to and executed by both parties prior to the commencement of the changes. In the event all or a portion of the work prepared or partially prepared by our firm be suspended, abandoned, or terminated by CLIENT or others, CLIENT shall pay Smith Surveying Group for all fees, charges and services provided for the project, not exceeding any contractual limits specified herein.

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

CLIENT further agrees that the standard of care for Smith Surveying Group performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. Should litigation be necessary to enforce any term of this agreement or any cause of action related thereto, then all litigation and collection expenses, witness fees, court costs and reasonable attorney's fees for Smith Surveying Group shall be paid by the addressee. It is further understood and agreed that this contract is between Smith Surveying Group and the addressee only, and payment to Smith Surveying 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.

Smith Surveying Group, LLC.

Thomas J Smith, PSM
President

Accepted By:_____
Printed Name:_____
Date:_____

Emerald Trail Segment 2 SUE Surveying Proposal
SURVEY ESTIMATE

(SURVEY FUNCTIONS BASED ON AN ESTIMATED 5600 LINEAR FEET OF R/W SURVEYING)

Option 1 and Task 2

Field Crew: 150 hours @ $170/hr.:	$25,500.00
CADD Technician: 75 hours @ $125/hr.:	$ 9,375.00
Professional QA/QC: 10 hours @ $170/hr.:	$ 1,700.00
McKim SUE estimate	$47,000.00
SSG administration of McKim SUE	$ 7,050.00
Total Survey Estimate	**$90,625.00**

Exhibit P

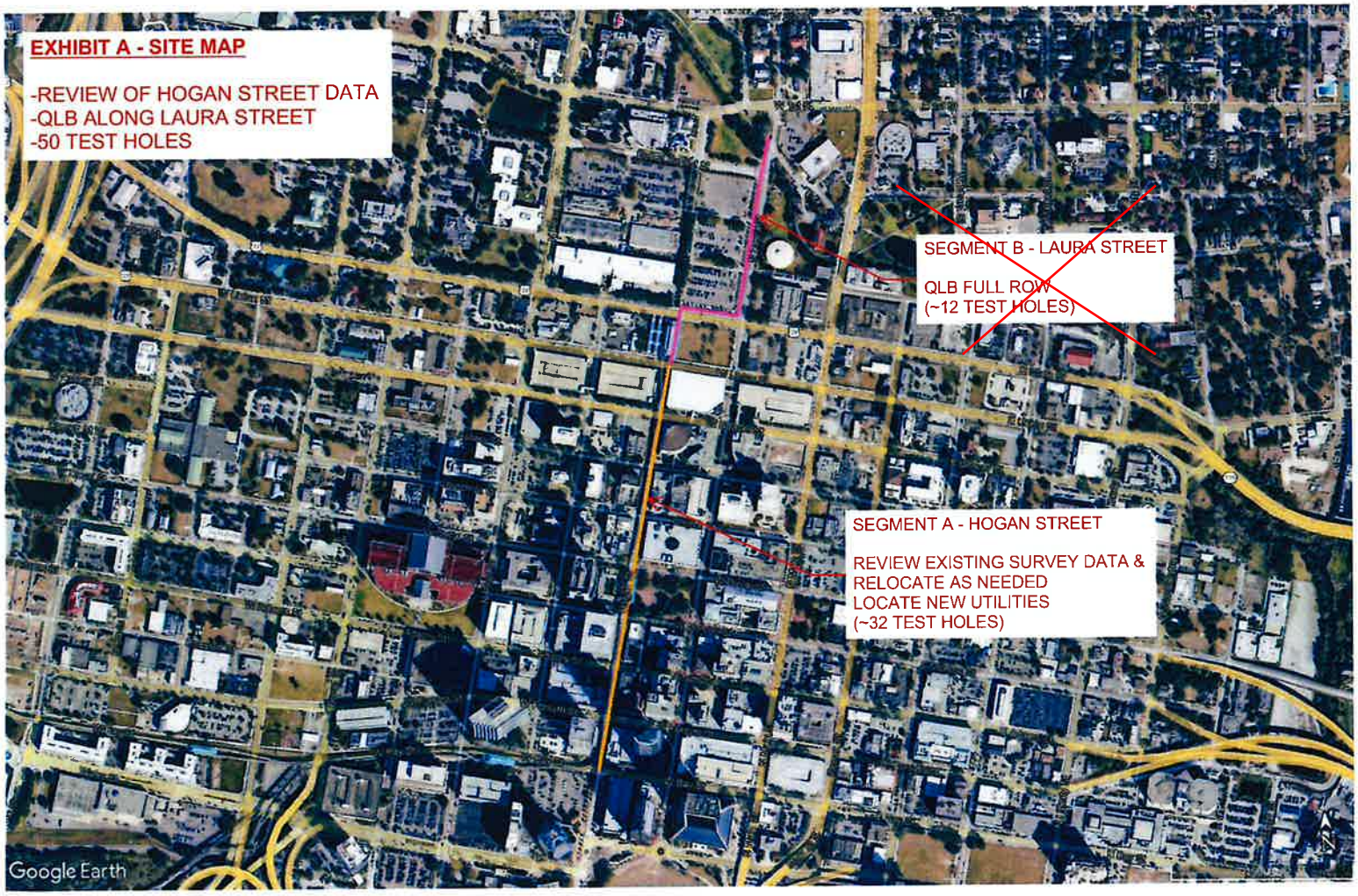
EXHIBIT A - SITE MAP
-REVIEW OF HOGAN STREET DATA
-QLB ALONG LAURA STREET
-50 TEST HOLES
SEGMENT B - LAURA STREET
QLB FULL ROW
(~12 TEST HOLES)
SEGMENT A - HOGAN STREET
REVIEW EXISTING SURVEY DATA &
RELOCATE AS NEEDED
LOCATE NEW UTILITIES
(~32 TEST HOLES)
Google Earth

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Exhibit P

McKIM&CREED

FEBRUARY 25, 2026

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

RE: SUE SERVICES FOR EMERALD TRAIL SEGMENT 2, JACKSONVILLE, FLORIDA

TOM,

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

OVERVIEW

Locating underground utilities is requested for the above referenced location. We will provide ASCE 38.02 Quality level "B" SUE investigation to designate utilities, and Quality Level "A" to visually verify utilities within the project limits (see Exhibit A). This route consists of the following:

- **Segment A**: Full Right of Way along Hogan St, from Bay St to Union St. - 8 Blocks
- **Segment B**: Full Right of Way along Hogan St, from Union to State Street, then along W State Street to Laura Street, then along N Laura Street to Cuna Way. – 6 Blocks

It is our understanding that portion of this project has already been located with QLB methods, with test hole locations yet to be determined. Therefore for Segment A we suggest reviewing the previous survey utility linework to identify possible field discrepancies and identify any newly installed utilities along the planned route, and a full right-of-way utility survey in Segment B.

SCOPE

1. We will submit an 811 dig ticket in order to proceed with our scope.
2. We will submit necessary Right of Way/General Use Permits to the City of Jacksonville and FDOT
3. We will review the available survey data to identify any new utilities or any discrepancies between what is currently shown on the survey and what is existing.
4. We will provide QLB designating to locate utilities along Segment B, which has yet to be surveyed.
5. We will provide QLA locating to visually verify underground utilities. This proposal includes up to 50 test holes (32 for Segment A, 12 for Segment B) to be placed at the discretion of the Client. We anticipate that the majority of these test holes will be performed in hard surface/sidewalk/roadway, and will need to be performed at night.
6. We will submit photos, an overall sketch of utility locations and test hole sheets in a SUE report upon completion of fieldwork.
7. We anticipate lane closures will be required to properly and safely perform soft digs. We will contract out a certified traffic control company to assist with Maintenance of Traffic.

OUR PROCESS

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

OUR FEE

Our **Not-to-Exceed** estimate for Segment A **$47,000.00.**

Item	Description	Est Quantity	Units	Unit Price	Total Per Item
1	Vacuum Excavation Phase (32 test holes)	70	Hrs	$300.00	$ 21,000.00
2	Designating Phase Review of Segment A utility survey and update as needed	1	Lump Sum	$10,000.00	$ 10,000.00
3	Project Management Includes Reporting, Admin Costs, Permitting Fees	1	Lump Sum	$2,000.00	$ 2,000.00
4	Maintenance of Traffic	1	Lump Sum	$14,000.00	$ 14,000.00
				Total	**$ 47,000.00**

LAURA ST.

Our **Not-to-Exceed** estimate for Segment B **$29,000.00.**

Item	Description	Est Quantity	Units	Unit Price	Total Per Item
1	Vacuum Excavation Phase (12 test holes)	30	Hrs	$300.00	$ 9,000.00
2	Designating Phase Full ROW designation of Segment B	1	Lump Sum	$10,000.00	$ 10,000.00
3	Project Management Includes Reporting, Admin Costs, Permitting Fees	1	Lump Sum	$2,000.00	$ 2,000.00
4	Maintenance of Traffic	1	Lump Sum	$8,000.00	$ 8,000.00
				Total	**$ 29,000.00**

Additional test holes will be billed at a rate of $800 per hole, minimum of 4 test holes to mobilize, plus a $2,000 daily MOT rate, if needed.

SCHEDULE

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

DELIVERABLES

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

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GENERAL CONDITIONS

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

- Exhibit "A" – Site Map
- General Conditions

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

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

Sincerely,

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

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

CLIENT

BY: _____ DATE: _____

TITLE: _____

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Attachment B

Meskel & Associates – Geotech Scope & Fee Segment A

Docusign Envelope ID: 68BF12F9-DB01-4DEA-A1BC-D087BA85F5A5

Exhibit P

February 26, 2026

Mr. Christian Morales, P.E.
POND & Company
1200 Riverplace Blvd, Suite 600
Jacksonville, Florida 32207

Subject: Proposal for Geotechnical Exploration and Engineering Services
Emerald Trail – Hogan Street (Segment A from Bay Street to Union Street)
Jacksonville, Florida
MAE Proposal No. 260082

Dear Mr. Morales:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. This proposal was requested by you via electronic correspondence on February 18, 2026. This correspondence detailed the scope of services and updated plans for the Emerald Trail – Hogan Street Segment A from Bay Street to Union Street located in Jacksonville, Florida.

Based on the information provided, we understand that the project will include the design bioplanters (bioswales) within the existing right-of-way of Hogan Street. For scoping purposes, POND has assumed up to 16 borings will be performed within the limits of Segment A to aid in the design and performance of the bioswales.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions for the proposed construction. Based on the provided information, the following table summarizes the requested scope of services.

Test Location	Boring No. & Type	Test Depth ft below ground surface
Bioplanters (Bioswales) from Bay Street to Union Street	16 Auger Borings[1]	10
	16 Bulk Samples[2]	4 to 10
	16 Constant Head Permeability	Remolded Samples

1. The number of borings and boring spacing (approximately 2 borings per block) is based on recommendations from POND.
2. Bulk samples will be collected for from 4 to 10 feet based on the Bioplanter Detail shown in the Landscape Plans. The samples will be remolded and Constant Head Permeability Testing (ASTM D2434) will be performed to determine hydraulic conductivity and other soil parameters required for drainage design.

The boring locations appear to be easily accessible with our truck-mounted and/or manual auger drilling and coring equipment. We will locate the borings using our hand-held GPS equipment, accurate to within 3 meters (+/- 10 feet), and will utilize adjacent landmarks. The borings will be performed in general accordance with ASTM D1452.

Due to the presence of underground utilities under the sidewalk, the borings will likely be offset to the roadway and performed with Maintenance-of-Traffic (MOT). A COJ permit will be required to determine the site restrictions and/or prerequisite documentation prior to mobilization.

Once the auger borings are completed, they will be backfilled with native grout (as these borings will likely be performed in the roadway) to the bottom of the base course and then capped with an asphalt concrete cold-patch material to slightly above the adjacent pavement grade. We will take reasonable precautions to mitigate damage to property during our field exploration and will reasonably restore the site to a condition similar to that existing prior to the start of our fieldwork.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the Owner. Ground Penetrating Radar will be used to ensure our borings to not impact utilities.

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 will be classified under the oversight of a geotechnical engineer in general accordance with ASTM D2488.

Laboratory classification testing will be performed in general accordance with ASTM and/or Florida Method (FM) procedures for each applicable test as necessary on selected soil samples to confirm the soil and/or environmental classification and provide engineering characteristics to estimate compressibility with regard to the proposed construction.

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

- Our understanding of the planned construction and general description of the project;
- The observed site conditions, such as topography, surface vegetation, pavement condition, etc. as they relate to the anticipated construction,
- A boring location plan detailing the location of each boring;
- Field exploration procedures and soil sampling methods used;
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary;
- The observed pavement layer materials and their thickness;
- Estimated normal seasonal high groundwater level;
- The laboratory test procedures performed, and the results obtained;
- A Roadway Soil Survey Sheet;
- Results of the permeability testing including soil parameters such as porosity, hydraulic conductivity, and any other parameters required by the drainage engineer to aid in design of the facility; and
- Signed and sealed boring sheets for the project plans.

Based on the scope of services outlined above, we propose to complete our work for a lump sum fee of **$23,343.74.** A fee schedule is attached. The fee above includes submittal of an electronic signed and sealed report. 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.

Once authorization is received, a utility locate request will be submitted. We expect to mobilize our equipment to the site within 1 to 2 weeks of authorization, once the utilities have been located and marked. We anticipate the fieldwork will take 1 to 2 days to complete, weather permitting. Laboratory testing will take up to 1 week to complete depending on the amount of lab testing assigned. We plan to submit our engineering report within 3 weeks following completion of the field exploration.

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

Marlon C. Verceles, E.I.
Staff Engineer

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Attachment: COJ Fee Summary Sheet

Distribution: Christian Morales, P.E. – POND & Company, Inc. (1) e-mail copy

Docusign Envelope ID: 68BF12F9-DB01-4DEA-A1BC-D087BA85F5A5

Exhibit P

June 20, 2024

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 professional services types of work per Rule 14-75, F.A.C.:

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
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, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
271.79%	170.04%	3.026%	Reimbursed	5.66%	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

Exhibit P

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

PART I - GENERAL	
1. Project Emerald Trail - Hogan Street (Segment A-Bay St. to Union St.)	**2. Proposal Number** 260082
3. Name of Consultant Meskel & Associates Engineering, PLLC	**4. Date of Proposal** 2/16/2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
MAT Principal Engineer	$ 75.32	0	$ 0.00	
MAT Senior Engineer	$ 73.80	1	$ 73.80	
MAT Engineer	$ 60.10	2	$ 120.20	
MAT Engineer Intern	$ 34.13	16	$ 546.08	
MAT Senior Engineering Technician	$ 34.00	2	$ 68.00	
MAT Engineering Technician	$ 26.00	2	$ 52.00	
MAT Technical Secretary	$ 26.95	2	$ 53.90	
MAT CADD/Computer Technician	$ 28.19	4	$ 112.76	
TOTAL DIRECT LABOR		29		$ 1,026.74
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	200	% x Total Direct Labor		$ 2,053.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 3,079.74
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 308.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs				
Field Exploration				
210-Asphalt Pvmt. Coring - 4in dia without Base Depth Check	0	$250.00	$ 0.00	
401-Geo Auger Borings-H& & Truck/Mud Bug	160	$15.50	$ 2,480.00	
418-Geo Drill Crew Support Vehicle	2	$330.00	$ 660.00	
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	0	$75.00	$ 0.00	
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	0	$80.00	$ 0.00	
432-Geo Field Perm 0-10 Ft Open-End Borehole Method	0	$450.00	$ 0.00	
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	0	$9.00	$ 0.00	
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	0	$11.00	$ 0.00	
478-Geo SPT Truck/Mud Bug 0-50 Ft	0	$22.00	$ 0.00	
479-Geo SPT Truck/Mud Bug 50-100 Ft	0	$26.00	$ 0.00	
480-Geo SPT Truck/Mud Bug 100-150 Ft	0	$40.00	$ 0.00	
498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	0	$16.00	$ 0.00	
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	0	$225.00	$ 0.00	
531-Geo Truck/Mudbug Drill Rig and Crew (2-person)	4	$325.00	$ 1,300.00	
612-Mobilization Drill Rig Truck Mount	1	$1,000.00	$ 1,000.00	
614-Mobilization Mudbug/All Terrain Vehicle	0	$1,100.00	$ 0.00	
Asphalt Cold Patch, each	16	$50.00	$ 800.00	
Ground Penetrating Radar (Private Utilities), day	1	$2,000.00	$ 2,000.00	
Maintenance-of-Traffic, day	2	$2,500.00	$ 5,000.00	
Laboratory Testing				
805-Soils Corrosion Series FM 5-550 through 5-553	0	$310.00	$ 0.00	
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	0	$500.00	$ 0.00	
811-Soils Liquid Limit AASHTO T89	0	$85.00	$ 0.00	
817-Soils Moisture Content Laboratory AASHTO T265	16	$26.00	$ 416.00	
819-Soils Organic Content Ignition FM 1 T-267	4	$75.00	$ 300.00	
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	16	$125.00	$ 2,000.00	
823-Soils Permeability Constant Head AASHTO T215	8	$500.00	$ 4,000.00	
826-Soils Plastic Limit & Plasticity Index AASHTO T90	0	$80.00	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 19,956.00
10. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				$ 23,343.74
11. REIMBURSABLE COSTS (Limiting Amount)				
Other (Specify)		$	0.00	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 23,343.74**

PROPOSAL AUTHORIZATION
For Geotechnical Services
COJ – Emerald Trail – Hogan Street Segment A from Bay Street to Union Street
Jacksonville, Florida
MAE Proposal No. 260082

Billing Information:

Company Name: _____

Attention: _____
Company
Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. RIGHT OF ENTRY

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

3. INVOICES

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

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

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

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

4. SAFETY

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

5. STANDARD OF CARE

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

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

6. INSURANCE

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

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

maintain such coverage.

7. DISPUTES

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

8. DELAYS IN WORK

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

9. TERMINATION

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

10. ASSIGNS

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

11. OWNERSHIP OF DOCUMENTS

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

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

12. FAILURE TO FOLLOW RECOMMENDATIONS

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

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

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that MAE's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event MAE or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of MAE's services, MAE may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify MAE Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl

(PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. NON-HAZARDOUS SAMPLE DISPOSAL

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

17. AQUIFER CONTAMINATION

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

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

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

19. DEFINITIONS

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

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

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

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

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

20. NO PERSONAL LIABILITY

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

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

21. FORCE MAJEURE/COVID.

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

22. MISCELLANEOUS

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

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

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

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

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

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

Attachment C

T2 Utility Engineers – Utility Coordination Scope & Fee Segment A

T2 Utility Engineers

Utility Coordination Scope of Services

COJ Emerald Trail – Hogan St.

7.2 Identify Existing Utility Agency Owner(s)

Pull Updated design ticket, secure GIS/as-builts and file accordingly, setup project folders (T2 file folders and T2's Utility Status Report Database). UC/UPM to perform onsite field review to get familiarized with project and verify UAO's listed in the Design Ticket are accurate and none were missed for contacting purposes. 8-Hours allotted for UPM field review.

7.3 Make Utility Contacts

Compile total of three (3) Contact Packages with associated plans, clearance forms etc...And send out to the UAO's for response. Contact Packages to be sent via email and/or T2 File Share/One Drive.

7.5 Preliminary Utility Meeting

Attend One (1) meeting as necessary to assist in apprising UAO stakeholders of project details.

7.6 Individual/Field Meetings

Estimated as holding one (1) onsite meeting as necessary to discuss utility related items.

7.7 Collect and Review Plans and Data from UAO(s)

Request, collect, review, update T2's project information database, and file on T2 servers any UAO provided information/markups. Also, forward any markups and GIS information for the EOR/Designer for review and consideration in placing information in the plans.

7.9 Utility Design Meeting

60% Utility Design Meeting with COJ, EOR, and UAO's to review project details and discuss conflicts and possible conflict mitigation strategies ahead of 90% Plans submittal

7.10 Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements

Acquire and review utility markups/RGB's, contact forms, and assist UAO's with any documentation needed to achieve preparation of the final Utility Certification package in timely manner. Assist with drafting UWS's, Contact Forms, Red Green and Brown Markups outlining each individual UAO's final disposition of relocation requirements.

7.11 Utility Coordination/Follow-up

Follow-up and finalize all RGB's, Utility Work Schedules and associated contact forms. Ensure all UAO and EOR concerns have been answered.

7.13 Additional Utility Services

Prepare and send monthly status report of Utility Coordination Activities to EOR.

7.14 Processing Utility Work by Highway Contractor (UWHC)

Possible JEA W&S Involvement via COJ Design and Subsequent Construction Contracts. Initiate dialogue for possible JEA Water and Sewer Involvement along project corridor.

7.15 Contract Plans to UAO(s)

Review Final Plans against 90% Plans Utilized to finalize UAO dispositions to ensure no changes have been made that will negatively affect what was previously outlined in the executed Utility Work Schedules.

7.16 Certification/Close-Out

Clean-up Server Files to ensure all information is accurately depicted, review the Utility Status Report Database to ensure all UAO dispositions have been identified and all information received dates are listed correctly, compile the Utility Certification Letter to include UAO Contact Information and Final Disposition for EOR and COJ review and signature, send out Utility 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 of NTP.

7.17 Other Utilities

Clerical/Admin support for Project Setup, Monthly Closeout and Invoicing.

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Exhibit P

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

PART I - GENERAL

1. Project **COJ Emeral Trail - Hogan St**	**2. Proposal No.**
3. Name of Consultant **T2 Utility Engineers**	**4. Date of Proposal** **03/04/26**

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Secretary / Clerical	$ 32.83	24	$ 787.92	787.92
Senior Utility Coordinator	$ 83.20	212	$ 17,638.40	17,638.40
TOTAL DIRECT LABOR	$78.08	236		$ 18,426.32

6. Overhead (Combined Fringe Benefit & Administrative)		
176.15 % x Total Direct Labor		$ 32,457.96
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		$ 50,884.28
8. PROFIT: Labor Related Costs (Item 7)	x 10%	$ 5,088.43

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
	$ 0.00	$ -
	$ 0.00	
	$ 0.00	
	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Limiting Amount)		
	$	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LIMITING AMOUNT (Items 5, 6, 8, 9 and 10)		$ 55,972.71
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ 0.00	0.00
	$ 0.00	0.00
	$ 0.00	0.00
	$ 0.00	0.00
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

12. TOTAL AMOUNT OF CONTRACT (Limiting Amount Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 55,972.71**

Attachment D

LJA Engineering Inc. – Drainage Scope and Fee Segment A

Segment A: Hogan Street from West Bay Street to West Union Street

Hogan Street is currently a two-way two-lane street with closed stormwater collection systems from West Bay Street to West Union Street. The objective of this project is to convert Hogan Street into a one-way one-lane street in the northerly direction with a multi-use path on the west side of Hogan Street. In general, this is proposed to be accomplished by removing the west curb and gutter and constructing new curb and gutter to the east to provide for the multi-use path and narrow Hogan Street to one lane in the northerly direction.

The following drainage design tasks will be accomplished to facilitate this modification.

Drainage Tasks:

- Review and adjust drainage basin boundaries previously delineated
- Design of new drainage structures to accommodate new curb and gutter locations.
    - Includes design of new pipe connections from proposed drainage structures to existing drainage structures to maintain existing flow patterns.
    - Includes modeling of hydraulic grade line within proposed drainage structures
    - Includes spread calculations at proposed curb inlets
- Hydraulic design of bioplanters for infiltration/discharge of stormwater from proposed collection systems
- Plans production of drainage maps, drainage plans, drainage structure cross sections, drainage detail sheets and summary of drainage structure sheets
- Plans production of erosion control plan sheets and SWPPP sheets
- Drainage design documentation report to include all hydraulic calculations used in the design of the proposed collection systems
- Drainage item technical specifications
- Drainage item quantities
- Cost estimates for drainage items
- QA/QC/Coordination/Supervision of these tasks

Submittals:

45% Submittal: Drainage concept plans indicating conceptual layout of drainage elements

60% Submittal: Drainage plans, quantities, technical specifications and cost estimate

90% Submittal: Drainage plans, quantities, technical specifications and cost estimate

100% Submittal: Drainage plans, quantities, technical specifications and cost estimate

Permitting:

It is anticipated that this project will qualify for a letter exemption from the St. Johns River Water Management District.

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Exhibit P

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

PART I - GENERAL	
1. Project Emerald Trail Drainage - Segment A	**2. Proposal Number**
3. Name of Consultant Peters and Yaffee, Inc.	**4. Date of Proposal** 3/10/2026

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 115.25	8	$ 922.00	
Project Manager	$ 105.82	30	$ 3,174.60	
Senior Engineer	$ 83.09	60	$ 4,985.40	
Engineer 2	$ 67.37	84	$ 5,659.08	
Engineer 1	$ 53.13	110	5,844.30	
Chief Designer	$ 45.80	23	$ 1,053.40	
Engineering Intern	$ 41.15	10	$ 411.50	
Engineering Technician	$ 36.35	8	$ 290.80	
TOTAL DIRECT LABOR	$67.09	333		$ 22,341.08
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	192.06 % x Total Direct Labor			$ 42,908.28
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 65,249.36
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 6,524.94

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Other (Specify)	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 71,774.30
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 71,774.30**

Sheet 1

Docusign Envelope ID: 68BF12F9-DB01-4DEA-A1BC-D087BA85F5A5

Attachment E

Haddad Engineering Inc. – Lighting Scope and Fee Segment A

Exhibit P

March 4, 2026

Ms. Christian Morales
POND
1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207

RE: Emerald Trail – Hogan Street

Dear Christian,

MSA Professional Services, Inc. (MSA) is pleased to submit this fee proposal for engineering services for the above-referenced project. We would like to express our appreciation for being considered for this work.

The Scope Includes:

- Electrical Engineering Services:
  - Pedestrian lighting at both sides of Hogan Street from Bay Street to Union Street (8 blocks).

Design Development Phase

1. Visit the site to confirm existing conditions.
2. Meet the Client representatives to develop system goals.
3. Develop preliminary lighting system layout.
4. Prepare preliminary drawings for Client approval.

Construction Document Phase

1. Electrical will be based on LOD design industry standards. Specific details can be provided upon request.
2. Attend design meeting as listed.
3. Prepare all necessary calculations.
4. Complete design and preparation of plans and specifications for competitive bidding of approved systems.
5. Coordinate design with other engineering disciplines.
6. Prepare alternate bid documents, if required.

Construction Phase – N/A

Items not included

1. Alternate bids that trigger additional design
2. Printing and reproduction costs as required for bidding purposes.
3. Commissioning services, attending commissioning meetings and/or reviewing commissioning documents.
4. Engineering services to identify or correct caused by contractors' improper installation.

Meetings, Site Visits

1. Attend site investigation visits as required to gather information needed to complete design.
2. Attend remote design meeting.

Specific Scope of Services: Electrical

Exterior Lighting

1. Evaluate pedestrian/bicycle lighting to determine where additional lighting will be needed along the trail.
2. Lighting calculations.
3. Lighting design and lighting control.

Power Distribution

1. Power distribution, panel boards and electric service.
2. Coordinate with all utilities for electric service.
3. Two future monument signs.

DELIVERABLES

1. Upon completion of this project, MSA will provide completed PDF drawings for the above-described project. Prior to beginning design, the architect shall be responsible for providing all base drawings, including necessary site plans, floor plans, elevations, and details.
2. Specifications shall be included on drawings. POND shall generate invitation to bid, instructions to bidders, bid form, general conditions, and Divisions 1 through 14. Specifications shall be prepared based on standard Microsoft Word format.
3. If additional services are required, our current engineering rates can be provided upon request.

PROJECT COST | COMPENSATION

TASK	FEES
Schematic, 30%	$ 5,421.21
DD, 60%	$ 5,421.00
CD, 100%	$ 7,229.00
Total fees	$18,071.21

No additional services will be performed without written approval from client. An “Additional Services Request Form” will be provided, if additional services are required.

The information in this quote is valid for 90 days from date listed on quote.

Upon your approval and quote acceptance, please send formal contract. If you have any questions, or need any further information, please call me at (904) 483-2888. I look forward to working with you on this project.

Sincerely,
MSA Professional Services, Inc

Namir Haddad

Namir Haddad
Senior Team Leader – Engineering

Exhibit P

ARCHITECTURE AND ENGINEERING FEES

PART I - GENERAL

1. Project **Emerald Trail- Hogan St - Lighting**	**2. Project Number**
3. Name of Consultant **Haddad Engineering, Inc.**	**4. Date of Proposal** 3/4/2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
			$0.00	
Project Manager	$96.15	8	$769.20	
Register Engineer	$96.15	36	$3,461.40	
Designer	$48.30	20	$966.00	
CAD	$36.05	36	$1,297.80	
Clerical / Admin	$25.65	3	$76.95	
TOTAL DIRECT LABOR		**103**		$6,571.35
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 9,857.03
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$16,428.38
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,642.84
9. SUBCONSULTANT COORDINATION : (Items 11)			5%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs			
Original Media	$	0.00	
Reproduction	$	0.00	
Transportation	$		
Shipping	$	0.00	
Miscellaneous Direct Costs	$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ -
11. SUBCONTRACTS (Lump Sum)			
	$	0.00	
	$	0.00	
	$	0.00	
	$	0.00	
SUB-CONTRACT SUB-TOTAL			$ -
TOTAL LUMP SUM AMOUNT (Items 7, 8, 9, 10, and 11)			$ 18,071.21
12. Reimbursable Costs - Limiting Amount			
	$	0.00	
	$		
	$		
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Items 7, 8, 9, 10, 11 and 12)	**$ 18,071.21**

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City of Jacksonville, Florida

Donna Deegan, Mayor

A NEW DAY.

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

February 22, 2024

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

Dear Mayor Deegan:

Ref: P-21-19 Professional Engineering Services for Emerald Trail Master Plan Improvements (Amendment No. 6)
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 amending the above referenced contract.

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

That Contract No. 9092-04, originally executed January 6, 2020, between the City of Jacksonville and Pond and Company Corporation for Professional Engineering Services for Emerald Trail Master Plan Improvements be amended to incorporate the attached Scope of Services identified as Exhibit 'M' and Fee Summary identified as Exhibit 'N'; increase the not-to-exceed limit for Post Design Services by $12,576.28 to a new limit of $17,688.20, thereby increasing the maximum indebtedness to the City by $12,576.28 to a new not-to-exceed amount of $1,051,633.89. All other terms and conditions, as previously amended, shall remain the same.

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:

Donna Deegan, Mayor

This 26th day of February, 2024

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

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City of Jacksonville, Florida

Donna Deegan, Mayor

A NEW DAY

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

February 14, 2024

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

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

FROM: Steven D. Long, Jr., P.E.
Director of Operations

Jill Enz,
Chief, Natural & Marine Resources

SUBJECT: Amendment 6 Contract 9092-04 / PO 600665-20-021 P-21-19
Pond & Company, Inc.
Professional Engineering Services for Emerald Trail Master Plan Improvements

Additional post design services are needed to address ongoing coordination and revisions to signal plans for the Emeral Trail project. Negotiations with the consultant to provide these services has resulted in the attached Scope of Services, Exhibit M and Contract Fee Schedule, Exhibit N. Pond & Company is committed to meeting the 20% JSEB goals established for this project.

Accordingly, this is to recommend that Contract 9092-04, originally executed January 6, 2020, between the City and Pond and Company Corporation for Professional Engineering Services for Emerald Trail Master Plan Improvements be amended to incorporate the attached Scope of Services, Exhibit M and Fee Summary, Exhibit N, to increase the not to exceed limit for Post Design Services by $12,576.28 to a new limit of $17,688.20, thereby increasing the maximum indebtedness to the city by $12,576.28 to a new maximum indebtedness to the City in the amount of $1,051,633.89. All other terms and conditions of the Agreement remaining unchanged.

Funding for this project should be as follows:

ACCOUNTS:	TOTAL		
32111.153004.565051.010113.00000000.00000.0000000	Task 14	32111-384020	$12,576.28
Total			$12,576.28

SDL/lw

Attachment: Exhibits M & N

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

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EXHIBIT M

POND

1200 Riverplace Blvd., Suite 600
Jacksonville, FL 32207

T: 904.543.0400
www.pondco.com

January 26, 2024

City of Jacksonville
Engineering & Construction Management Divis
Jacksonville, FL 32202

Attn: Jonathan Page, PE

Re: Emerald Trail Post Design Services Segment #1 Model Project
Change Order #6

We are requesting the following fees for Segment #1 Model Project for Pond & Company and our subconsultants for Post Design services for ongoing coordination and revisions to signal plans. The total amount for these services is $12,576.28, In the past, these fees have been split with the Groundwork Jacksonville at a 50/50 share. If this split is be continued, it would be $6,286.64 each. The fee breakdown is as follows:

Post Design Coordination and Revisions (Pond) – lump sum	$ 5,319.30
Signalization Revisions (Peters and Yaffee) – lump sum	$7,256.98
Total Fee	**$12,576.28**

We appreciate the opportunity to continue working with you on this project. If you should have any questions, please feel free to give me a call to discuss at (813) 967-0186.

Sincerely,

Tabatha Carlton, PE
Director of Transportation

Architects
Engineers
Planners
Constructors

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EXHIBIT N

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
Emerald Trail Model Mile - AMD #6	9092-04
3. Name of Consultant	**4. Date of Proposal**
Pond & Company	01/16/24

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$98.73	0	$0.00	
Project manager	$47.00	12	$564.00	
Sr. LA	$54.39	0	$0.00	
LA	$30.28	0	$0.00	
Sr. Engineer	$69.23	8	$553.84	
Design Engineer	$55.00	12	$660.00	
Engineering Intern	$32.06	0	$0.00	
Sr. Designer	$43.46	0	$0.00	
Designer	$25.72	0	$0.00	
Clerical	$30.84	0	$0.00	
TOTAL DIRECT LABOR		32	Hours	$1,777.84
6. Overhead (Combined Fringe Benefit & Administrative)			172.00%	$3,057.88
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$4,835.72
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$483.58

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation & Shipping	$0.00	
Original Reproducibles	$0.00	
Reproducibles	$0.00	
Other	$0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0.00
10. SUBCONTRACTS (Reimbursable/Not to Exceed		
Peters and Yaffee (Signalization)		7256.98
SUB-CONTRACT SUB-TOTAL		$7,256.98
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$12,576.28
11. REIMBURSABLE COSTS (Limiting Amount)		
SUB-TOTAL REIMBURSABLES		$0.00

PART IV - SUMMARY

TOTAL AMOUNT OF AMENDMENT #6 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$12,576.28**

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EXHIBIT N

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

PART I - GENERAL

1. Project Emeral Trail - Signalization - Post Design Services	**2. Proposal Number**
3. Name of Consultant Peters and Yaffee, Inc.	**4. Date of Proposal** 1/18/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 87.21	4	$ 348.84	
Project Manager	$ 69.89	8	$ 559.12	
Senior Engineer	$ 68.75	8	$ 550.00	
Design Engineer	$ 38.63	8	$ 309.04	
Designer (Non-Regist.)	$ 28.82	8	230.56	
Engineering Intern	$ 34.18	8	$ 273.44	
Clerical	$ 24.88	0	$ 0.00	
Designer Associate	$ 16.00	8	$ 128.00	
TOTAL DIRECT LABOR	$46.13	52		$ 2,399.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	175 % x Total Direct Labor			$ 4,198.25
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 6,597.25
8. PROFIT: Labor Related Costs (Item 7)	x	10%		$ 659.73

PART III - OTHER COSTS

9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Original Reproducibles	$ 0.00	
Reproduction	$ 0.00	
Other (Specify)	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 7,256.98
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 7,256.98**

Sheet 1