Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Design Build Services: Horizontal / Civil Design

Requested Action and Justification:

Recommend approval to amend the award with JB Coxwell Contracting, to incorporate Amendment #1D for the Memorial Park Bulkhead and Balustrade as detailed in Exhibit C-3 in the amount of $43,114.72 increasing the GMP to $574,161.07.

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

Supplier:	JB Coxwell Contracting Inc	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	04/24/2024

POA #:	71541-24	**PO #:**	687492-25	**Change Order #:**	N/A
Solicitation #:	DB CDB-0142 23	**Contract #:**	71541-24	**Contract ADM #:**	1D
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32111	**Center:**	153119	**Acct:**	565051	**Proj:**	001218	**Activity:**	0000000000	$ 43,114.72
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 574,161.07	**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 4/15/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 4/16/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C	**Chief of Procurement:**	Signed by: 4/21/2026 B10F1D517352456...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

PAF Instructions
Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

Options: Period of time for each renewal or option.

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

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

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

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

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

Title: Title of person electronically signing form.

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

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

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

April 1, 2026

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

Re: Fee Proposal for Memorial Park Bulkhead Quality Assurance Plan
Design-Build Services for Fed. Funded Horizontal/Civil Projects for City of Jacksonville
City Contract No. 71541-24

Dear Mr. Scott, P.E.:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to submit for your review and consideration the following design-build scope of services and attached lump sum fee proposal for the above referenced project. The scope of work in the attached Fee proposal includes a quality assurance plan for the bulkhead installation. Design, geotechnical evaluations, and permitting services are limited to the design scope in the ECS Florida, LLC and the Blue Iron Foundations & Shoring, LLC proposals.

The proposed lump sum amount for the balustrade design is $43,114.72. The design services fees do not include a project contingency. The project contingency is for the Design-Builder's benefit and not for changed field conditions, unknown field conditions or added scope of work. The work related to the scope in this proposal will be completed within forty five calendar days (45) from notice-to-proceed (NTP).

This lump sum proposal is inclusive of only those services noted on the attached fee summary and which are anticipated at this time. No services or work other than those noted in the fee proposal are included. In addition, any unknown condition(s) which may surface during construction or any other increase in scope of services may result in a request for applicable fees. No work will proceed however, without first obtaining approval from the City of Jacksonville (COJ) for any applicable services.

On February 23, 2026, JBCCI received an email from the City of Jacksonville (COJ), forwarded from the Park Lane Condominium Association (attached), requesting additional information from the Design Team regarding the Memorial Park Bulkhead and Balustrade installation. In response to these requests, JBCCI obtained the Phase 1 and Phase 2 Milestone Evaluation Reports for the Park Lane Condominium.

Based on the correspondence and findings within the milestone reports, JBCCI proposes implementation of a Quality Assurance Plan that includes a Vibration and Loading Analysis to be performed by Blue Iron Foundations & Shoring, LLC, as well as a Preconstruction Survey and Vibration Monitoring Plan to

be conducted by ECS Florida, LLC. These services are intended to verify that the proposed design and construction activities will not adversely impact the structural or non-structural integrity of the Park Lane Condominium.

Upon completion of these analyses and reports, JBCCI will develop and submit a proposal for the Bulkhead and Balustrade installation that incorporates all relevant findings and recommendations of the Quality Assurance Plan.

This proposal is valid for 30 days and we have engineers available to start this work immediately. We are again very appreciative of the opportunity to provide you with our design-build services. Should you have any questions or need any further information, please do not hesitate to contact us.

Regards,
J.B. Coxwell Contracting, Inc.

Josh Sowards

Josh Sowards
Director of Design Build Services

Exhibit C-3

Contract Fee Sumary for Engineering Division
DB Services for Fed Funded - Horizontal/Civil Engineering Projects
City of Jacksonville, FL

PART I - GENERAL

1. Project COJ DB Fed Fund- Memorial Park 100% Marine Struct., Quality Assurance Plan	**2. City Contract Number** 71541-24
3. Name of Contractor **J. B. Coxwell Contracting, Inc.**	**4. Date of Proposal** 4/1/2026

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Costs	TOTAL
Principal (Senior Officer)	$ 110.00	2.00	$ 220.00	
Director of Design Build Services (Responsible Prof.)	$ 100.00	15.00	$ 1,500.00	
Project Manager	$ 85.00	4.00	$ 340.00	
Administrative Assistant	$ 40.00	4.00	$ 160.00	
Estimator	$ 75.00	-	$ -	
Estimating Assistant	$ 55.00	-	$ -	
Staff Accountant	$ 60.00	-	$ -	
			TOTAL DIRECT LABOR	$ 2,220.00
6. OVERHEAD (Combined Fringe Benefits & Administrative) ***Overhead Rate 54.46%***				$ 1,209.01
			LABOR SUB-TOTAL	$ 3,429.01

PART III - OTHER COSTS

7. MISCELLANEOUS DIRECT COSTS	
Misc. Direct Expenses	$ 1,000.00
MISCELLANEOUS DIRECT COSTS TOTAL	$ 1,000.00
8. SUBCONSULTANTS/SUBCONTRACTORS	
Blue Iron Foundations & Shoring, LLC (Blue Iron)	$ 5,000.00
ECS Florida, LLC	$ 30,085.00
SUBCONSULTANTS / SUBCONTRACTORS TOTAL	$ 35,085.00
OTHER COSTS SUB-TOTAL	$ 36,085.00

PART IV - CONTINGENCY

9. CONTINGENCY	x	***0%***	

PART V - FEE SUMMARY

SUBTOTAL - (Parts II & III, IV)			**$39,514.01**
10. Design Builder Fee (Parts II & III)	x	***7.5%***	$ 2,963.55
11. Payment & Performance Bond			**$637.16**
GRAND TOTAL (1-11)			**$ 43,114.72**

APPROVED
B. Scott
4-2-26

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

BLUE IRON FOUNDATIONS & SHORING LLC
1251 SEMINOLA BOULEVARD SUITE 200
CASSELBERRY, FLORIDA 32707 USA
FAX 407-536-4423
WWW.BLUEIRONLLC.COM INFO@BLUEIRONLLC.COM

MICHAEL CARTER, PE
CELL (407) 427-7051
MCARTER@BLUEIRONLLC.COM
FL PE 75643

April 01, 2026

JB Coxwell Contracting, Inc.
6741 Lloyd Rd W
Jacksonville, FL 32254

Mr. Garrett Harrison

RE: PROPOSAL
VIBRATION AND LOADING ANALYSIS
Non-Vibratory Installation
Memorial Park Bulkhead Reconstruction
Park Lake Condominium
Jacksonville, Florida
Blue Iron Proposal No. LF23-112

Dear Mr. Harrison,

Blue Iron Foundations & Shoring, LLC (Blue Iron) is pleased to provide this proposal to provide a site investigation and review the existing Park Lake Condominium and perform a Vibration and Loading Analysis to determine the overall maximum vibrations levels (Peak Particle Velocity) based on the type and condition of the structure, distance from the proposed bulkhead reconstruction, and installation method to be used during the installation of the bulkhead. This will include a general site evaluation and analysis based on published research. A brief report stating what the overall recommended maximum vibration level based on the Park Lake Condominium structure, and expected vibration levels will be provided at the conclusion of the analysis signed and sealed by a Professional Engineering registered in the State of Florida.

The overall cost for this evaluation will be $5,000.00. The time to perform the site evaluation and analysis report would require approximately 2 weeks based on current workload schedules.

We hope that this information meets your immediate needs. We look forward to working with you on this project and many more in the very near future. If you have any questions, or if we may be of further service, please do not hesitate to contact us directly.

Best Regards,

BLUE IRON FOUNDATIONS & SHORING, LLC

Michael Carter

Michael Carter, PE
Managing Member
FL PE 75643

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

ECS Florida, LLC

Estimated Fee Proposal for Construction Materials Consulting Services

Memorial Park Bulkhead - Pre-Construction Survey with Vibration Monitoring
1846 Margaret Street
Jacksonville, Florida 32204

ECS Proposal No. 35:24749

March 9, 2026

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

March 9, 2026

Mr. Garrett Harrison
J B Coxwell
6741 Lloyd Road West
Jacksonville, Florida 32254-1249

Reference: Estimated Fee Proposal for Construction Materials Consulting Services
Memorial Park Bulkhead - Pre-Construction Survey with Vibration Monitoring
1846 Margaret Street
Jacksonville, Florida 32204
ECS Proposal No. 35:24749

Dear Mr. Harrison:

ECS Florida, LLC (ECS) appreciates the opportunity to submit this proposal to provide Construction Materials Consulting and Testing Services for the above-referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate with applicable schedule of unit rates, and authorization requirements.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation and engineering consulting services.

We look forward to the opportunity to work with you on this project and to serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880-0960.

Respectfully submitted,

ECS Florida, LLC

Will Vaughn
CMT Senior Principal

Joe Champion
Subsidiary President

PROJECT UNDERSTANDING

Our understanding of the project is that it will consist of bulkhead repairs to the South side of Memorial Park along the St. Johns River in Jacksonville, Florida. The repairs will include minor demolition to ancillary elements along the existing bulkhead and installation of a new sheet pile wall along the existing bulkhead from the Park Lane Condos to the west end of Lancaster Terrace.

SCOPE OF SERVICES

The scope of services for this project includes:

- Review of information contained within two Milestone Inspection Reports created for the Park Lane Condos by Alta Engineering Company, dated March 14, 2024 and October 14, 2024
- Review of Blue Iron Foundations & Shoring LLC site-specific equipment report – pending submittal
- Provide pre-construction condition survey services of the adjacent Park Lane Condominium building
    - Optional pre-construction condition survey services across project limits
- Provide crack monitors in up to three locations to note changes in the Park Lane Condominium building
- Provide support in establishing reasonable vibration limits during construction activities
- Provide vibration monitoring prior to (baseline information) and during construction activities

The scope of services for this project is outlined in more detail in Appendix I of this proposal.

CONSTRUCTION DOCUMENTS

ECS was provided the following documents, which were used to prepare this proposal: The estimated fee is the product of consideration of all information available to us during preparation of this proposal. The estimated fees for this project are outlined in Appendix III.

	Prepared by	Revision Title	Date
Structural Plans	Inwater Engineering	90% DRAFT	February 2026
Geotechnical Report	CSI Geo	n/a	June 6, 2025
Milestone Evaluation Reports	Alta Engineering Company	n/a n/a	March 14, 2024 October 14, 2024
Example Equipment Report	Blue Iron Foundations & Shoring LLC	n/a	March 27, 2025

FEES FOR SERVICES

ECS proposes to conduct our scope of services on a unit rate basis in accordance with the fee schedule included in Appendix II. We have utilized this fee schedule along with the plans and project information to derive the estimated fees which are shown in Appendix III. Services provided for this project will be billed in accordance with the unit rate fee schedule provided in Appendix II of this proposal. Our professional judgment was used to determine the estimated fees; however, there are many factors that are not in ECS' control once the project starts, such as the contractor's working hours and intensity, which could affect the estimated fees for our services. We will endeavor to work and invoice the client within

the confines of our estimated fees; however, the estimated fees are not represented as a lump sum price or a not-to-exceed value, unless otherwise noted.

Any and all deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. Actual fees may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates.

Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. All unit rates will remain in effect for the duration of the project.

ECS field services will be rendered portal-to-portal from our office in Jacksonville, FL. Our unit rates are based on a normal 8-hour workday, Monday through Friday. Overtime beyond 8 hours per day, 40 hours per week, outside the hours of 7:00 AM to 5:00 PM Monday through Friday and all ECS recognized Holidays will be invoiced at a rate of 1.25 times the normal hourly rate. [REFERENCE APPENDIX II]

PROJECT SCHEDULE

The fieldwork will be coordinated with the Client's representative. We anticipate the fieldwork for the interior sections of the building to take up to three days, with a minimum of ten units per day. Travel expenses between our Daytona office and the project site and personnel time may be charged for additional trips to complete the interiors of the buildings. The pre-construction survey letter report will be issued within two weeks of completion of the applicable fieldwork.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a breakdown of billing units. Upon request, ECS Florida, LLC will provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will typically display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress. We request that payment be rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

COMMUNICATIONS AND SCHEDULING

Our service will be provided on an on-call basis. **The appropriate contractor representative should schedule by emailing** wvaughn@ecslimited.com **or calling 904-832-3196.**

Scheduling or cancellation should occur prior to 3:00 p.m. on the day before services are required. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Services cancelled without advance notice will be assessed a minimum 4-hour charge upon arrival at the site. We reserve the right to charge up to a 2-hour minimum for cancellation requests received while our representative is enroute, plus mileage. Same day service will be billed at the overtime rate according to availability of personnel.

ECS reports are distributed by e-mail. Please list those to whom the reports should be sent and provide their e-mail on the attached Proposal Acceptance Form [Appendix IV].

Rates for services provided during evening/night shifts (if applicable) will be charged at 1.25 times the appropriate hourly rate. A minimum of 8-hours is billed for each work shift schedule between 5:00pm and 5:00am.

AUTHORIZATION

If the scope of work as outlined in this proposal and the attached Terms and Conditions of Service are acceptable to you, please sign the attached Proposal Acceptance Form as our client and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described, you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and our Client.

Fully completing and signing the attached Proposal Acceptance Form as our client will provide formal authorization for ECS to enter the site and perform the above work, as well as provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

Attachments:

Appendix I – Scope of Services
Appendix II – Fee Schedule
Appendix III – Estimated Fees
Appendix IV – Proposal Acceptance Form
ECS Florida, LLC Terms and Conditions of Service

APPENDIX I – SCOPE OF SERVICES

A. Pre-Construction Survey – General Field

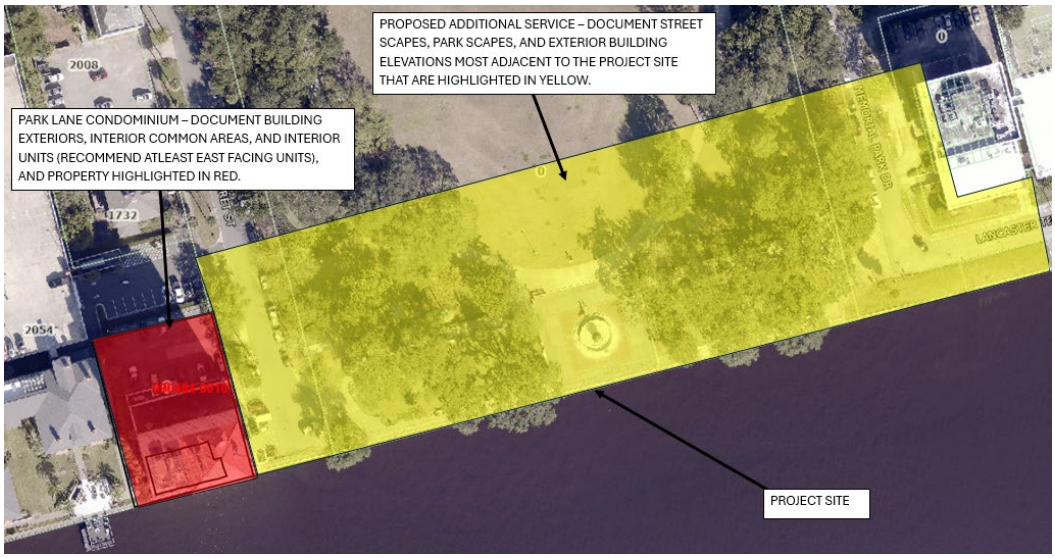
1. Exterior observations will be performed from the ground level using telephoto lens
2. Document with general mosaic photographs and detailed photographs of observed notable distress
3. Limited to readily accessible areas only
    a. Areas obscured by vegetation, vehicles, stored items, equipment, wall coverings, furniture, locked doors, etc. are not considered readily accessible areas
4. We assume the Client will arrange and coordinate access to the properties, as needed
5. Anticipated to be completed within two days – pending favorable weather and access
6. Prepare a written PDF report with photographs detailing our observations
    a. Divided into separate sections for the individual buildings and components

B. Base Service – Park Lane Condos – Pre-Construction Survey

1. Observe and document the existing accessible portions of the exterior elevations, residential units, and exterior landscapes and parking (additionally highlighted red on the below image)
2. Observe and document the accessible portions of the interior of common areas and residential units.
    a. At a minimum we recommend documenting the interior of common areas and residential units on the East side of the building
    b. An escort into units will be required

C. Optional Service – Additional Pre-Construction Survey

1. Observe and document the existing accessible portions of the following areas (additionally highlighted yellow on the below image)
    a. Broadview Towers Condominium – South and West elevation most adjacent to the project site
    b. Streetscapes for Memorial Park Drive and Margaret Street
    c. Memorial Park park-scapes, including paved walkways, statue, and landscaped areas



D. Vibration Monitoring

1. Install one vibration monitoring geophone at select location(s) within the project limits prior to beginning construction activities
    a. Monitor will be set up to continuously record vibration levels between 6:00 AM and 9:00 PM
    b. May be set to alert select team members if vibration levels exceed project limits
2. Remotely monitor ground vibrations during construction and discuss exceedance of the project limits established, anticipated to be approximately 0.2 inches per second (ips), with the Client, if encountered
3. Relocate monitor when requested by the contractor to monitor additional areas as needed
4. Generate a report of the results upon completion of the project or after construction activities are deemed to not require additional monitoring

E. Crack Monitoring

1. Install up to three crack gauges at accessible locations near construction activities on ground level at the Park Lane Condominium
    a. Approval by the Park Lane Condominium will be required
    b. We anticipate the lower-level building extensions along the south side of the structure will be removed and are not anticipated to remain
    c. Installation will include at least one crack gauge on the building extension if in place during construction
2. Observe crack gauges twice per month during construction activities
3. Discuss notable crack propagation with Client

APPENDIX II – FEE SCHEDULE

Professional Services	Unit Rate
1. Administrative Associate	$ 85.00/hour
2. Facilities Technician	$ 100.00/hour
3. Facilities Associate / Project Manager	$ 150.00/hour
4. Facilities Senior Associate / Principal Engineer	$ 185.00/hour
5. Senior Principal Engineer / Architect	$ 250.00/hour
6. Mileage	$ 0.75/mile

APPENDIX III – ESTIMATED FEES

FIELD SERVICES				
PRECONSTRUCTION SURVEY - PARK LANE CONDOMINIUM (PLC)	**Quantity**	**Rate Units**	**Fee**	
PLC - Exterior/Interior Common Areas	1	$5,000 / lump sum	$	5,000
PLC - Residential Units - Interior	32	$300 / lump sum	$	9,600
		Preconstruction Survey - Park Lane Condominium (PLC) Subtotal:	**$**	**14,600**
FIELD MONITORING	**Quantity**	**Rate Units**	**Fee**	
Vibration Monitor Mobilization and Removal	2	$1,500 / trip	$	3,000
Vibration Monitor Rental (each)	6	$750 / month	$	4,500
Relocation/Maintenance Visit (if necessary)	3	$400 / visit	$	1,200
Vibration Monitoring Report (final report)	1	$500 / month	$	500
Crack Monitors - Installation	3	$300 / each	$	900
Project Engineer - On Site	20	$125 / hour	$	2,500
		Field Monitoring Subtotal:	**$**	**12,600**
PROFESSIONAL SERVICES	**Quantity**	**Rate Units**	**Fee**	
Administrative Associate	1	$85 / hour	$	85
Facilities Associate / Project Manager	2	$150 / hour	$	300
Principal Engineer / Architect	2	$250 / hour	$	500
		Professional Services Subtotal:	**$**	**885**
ESTIMATED TOTAL FEES:			**$**	**28,085**

OPTIONAL SERVICES				
ADDITIONAL PRE-CONSTRUCTION SURVEY	**Quantity**	**Rate Units**	**Fee**	
Project Area Beyond PLC	1	$2,000 / lump sum	$	2,000
		Additional Pre-Construction Survey Subtotal:	**$**	**2,000**
OPTIONAL SERVICES TOTAL:			**$**	**2,000**

APPENDIX IV – PROPOSAL ACCEPTANCE FORM

ECS Florida, LLC

Project Name: Memorial Park Bulkhead - Pre-Construction Survey with Vibration Monitoring
ECS Proposal: 35:24749
Location: Jacksonville, Florida 32204

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the terms and conditions of service in its entirety and agree to pay for these services as above set forth. Should any changes to the proposal be necessary, the change shall be mutually accepted with an ECS countersignature.

CLIENT AND BILLING INFORMATION

	Invoiced Addressee	Report Addressee
Client Company/Entity Name:		
Address:		
Address:		
City, State, Zip:		
Contact Person:		
Telephone No.:		
Email Address:		

If you require copies to others or invoice approval different than above, please check ✓ box for invoice and/or reports and provide their contact names, company, e-mail addresses and phone numbers below.

Invoice	Reports	Contact Name	Company	Email Address	Phone Number
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				

Special Instructions: _____

Client Signature: × _____ **Date**: _____

Print Client Name: _____

Please return signed authorization to Will Vaughn at WVaughn@ecslimited.com.

ECS FLORIDA, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC "ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

Exhibit C-3

Josh Sowards

From: Scott, Robert - PWEN <Scott@coj.net>
Sent: Monday, February 23, 2026 3:30 PM
To: Josh Sowards
Cc: Heric, Aaron - PWEN
Subject: FW: Memorial Park Bulkhead Replacement
Attachments: Pictures of Park Lane.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See questions below. May come up Thursday during meeting with C/M and Memorial Park association.
I'll need answers for an email response.

Thanks,

Bob

From: Sickler, Nina - PWOD <NSickler@coj.net>
Sent: Monday, February 23, 2026 2:44 PM
To: Carter, Scott - PWEN <SCarter1@coj.net>; Scott, Robert - PWEN <Scott@coj.net>
Cc: Long, Steve - PWOD <SLong@coj.net>
Subject: Fw: Memorial Park Bulkhead Replacement

Bob - please review and prepare a draft response to the below questions from the representative for the property adjacent to the Memorial Park Bulkhead project.

Thank you,

Nina Sickler, PE
Director of Public Works
City of Jacksonville
(904) 255-8707

From: Allana Mitchell <allana@mylrw.com>
Sent: Monday, February 23, 2026 1:55 PM
To: Dame, Brooks - CCSS <BDame@coj.net>; Sickler, Nina - PWOD <NSickler@coj.net>; Joseph, Daryl - RPOD <DJoseph@coj.net>; Enz, Jill - RPWF <JEnz@coj.net>; Skalitzky, Robert <RSkalitzky@coj.net>; Peluso, Jimmy - City Council Office <JPeluso@coj.net>
Cc: John Moore <johnmoore@teambgb.com>; Pat Scaffetti <pscaffetti@aol.com>; Josh Henry <henrytexas83@gmail.com>; Cinda Sherman <cinda@arbus.com>; RICHARD POWELL <richp3314@aol.com>; Ed Morales <emorales@morales-ce.com>; Kris Pedersen <kris@mylrw.com>; Ronda Sweat <ronda@mylrw.com>
Subject: Memorial Park Bulkhead Replacement

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PARK LANE CONDOMINIUM ASSOCIATION

Exhibit C-3

1846 Margaret Street

Jacksonville, FL 32204

Attention:

Brooks Dame, Board President of Memorial Park Association;

Nina Sickler, Director of Public Works;

Daryl Joseph, Director of Public Parks, Recreation, and Community Services

Jill Enz, Chief of Natural and Marine Resources;

Robert Skalitzky, Public Parks;

Jimmy Peluso, City Council / Memorial Park Board of Directors

Copied:

Park Lane Board of Directors

Ed Morales, Bulkhead Engineer for Park Lane Condos

Kris Pedersen, Lifestyles Property Services - Management

Ronda Sweat, Lifestyles Property Services - Residence Manager

Re: Bulkhead Replacement at Memorial Park – Request for Coordination and Collaborative Planning with Park Lane Condominiums

---

Dear Memorial Park Leaders and City Officials,

I represent the Park Lane Condominium Association of Jacksonville ("Park Lane"), its Board of Directors, and its Members.

I am writing to request information and share concerns regarding the anticipated bulkhead replacement project at Memorial Park.

As you are aware, Memorial Park is directly adjacent to Park Lane's building and its members' homes. Park Lane is a 100-year-old historic structure. Like Memorial Park, and given its age, Park Lane has structural issues that must be addressed, including its bulkhead. The proximity of our existing bulkhead and foundation systems to the City's proposed construction area also raises concerns regarding potential structural and non-structural impacts that bulkhead

replacement activities could have on our property and our members' homes, if the project proceeds without proper coordination and collaboration.

Historical Precedent and Structural Sensitivity

Historically, bulkhead and construction activity performed in close proximity to Park Lane has resulted in unintended adverse structural consequences for Park Lane. Most notably, a prior neighboring construction project adjacent to our building contributed to a partial collapse of the Park Lane parking garage in 2000. Please see the attached photos.

This event underscores the sensitivity of our structure to vibration, soil displacement, hydrostatic pressure changes, and other construction-related impacts. Our primary objective is to ensure that no similar event occurs again — not only to protect the structural integrity of our building, but to most importantly safeguard the safety and security of our residents.

Request for Information and Project Details

We look forward to seeing you and hearing from you at the Community Meeting this coming Thursday. We wanted to share questions, concerns, and thoughts in advance of that meeting.

In order to responsibly prepare and attempt to mitigate potential risks to our property, we request the following information:

- Have all contractors been selected and contracts executed, and if not, what is the expected timeline? *Yes the contractor has been selected.*
- Where is the project expected to commence?
- Are there plans detailing how the new Memorial Park bulkhead will connect with Park Lane's bulkhead, and can those plans be shared with us or our Engineer, Ed Morales (copied)? *Yes, there are plans.*
- Has consideration been given to protecting the structural integrity of the Park Lane while Memorial Park's new bulkhead is constructed, and can you share any analysis?

- When is construction expected to reach the shared boundary with Park Lane?
- What construction methods will be utilized (e.g., vibratory hammer vs. press-in systems)?
- What vibration monitoring, soil stabilization, or pre-construction condition surveys are planned? *Pre-construction videos. Vibration monitoring during construction.*
- What risk-mitigation measures are in place, or under consideration
- What is the anticipated time duration of the project from mobilization to the end of construction? *Approximately 7 months.*

Hope for Collaboration and Support

We are hopeful that communication can provide a meaningful opportunity for the City and Park Lane to collaborate in a manner that:

- Preserves Memorial Park for continued enjoyment for Jacksonville and its future generations while considering the safety and property of the Park Lane members

- Limits structural exposure and soil displacement risk
- Minimizes risk from vibration impacts
- Minimizes liability exposure for both parties
- Allows for shared engineering oversight
- Potentially allows for shared contractor and project resources

A coordinated approach would significantly reduce risk for both the City and Park Lane. Engaging collaboratively may also reduce duplicated mobilization costs and conflicting construction methodologies.

Memorial Park Renewal and Park Lane Preservation Will Result in the Best Future for Riverside and Jacksonville

Park Lane is a historic riverfront structure that was built at the same time and in the same historical context as Memorial Park. Like the Park, Park Lane is also facing the prospect of material costs associated with maintaining its structural integrity. The purported special assessments needed to preserve Park Lane, including funding amounts necessary to address bulkhead concerns, may be potentially financially crippling to many of our members. Given the City's prior initiatives in historic preservation and neighborhood beautification, riverfront stabilization, we would also like to inquire regarding:

- Availability of any grants, matching funds, or riverfront stabilization support programs
- Historic preservation funding sources
- Public infrastructure supports mechanisms for properties that directly interface with municipal parkland/property

The interconnected nature of our foundation and bulkhead and Memorial Park's bulkhead presents both a shared risk and a shared opportunity, and Park Lane would welcome any opportunity to work together to both mitigate risk and minimize financial exposure to our members.

We look forward to hearing from you, continued conversation, and to working together. I am personally looking forward to meeting many of you in person at the informational meeting in the Park on February 26th. I would also welcome the opportunity to continue this conversation by phone or Zoom at your convenience. Perhaps we can discuss follow-up on Thursday.

Thank you for your attention to this matter and for your continued stewardship of Memorial Park and Jacksonville's historic riverfront corridor.

Respectfully,

Allana Mitchell, CMCA, LCAM
Community Association Manager
Lifestyles Property Services
1011 3rd St North
Jacksonville Beach, FL 32250
Office: 904.432.1207
Text Only (SMS): 904-201-9625
lifestyleshoa.com

APPFOLIO HOMEOWNER PORTAL LINK: https://lps.appfolio.com/connect/

Estoppel Requests: www.condocerts.com

Additional Office Locations:

1301 Riverplace Blvd (8th Floor)
Jacksonville, FL 32207

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Exhibit C-3

Visual Milestone Structural Evaluation Report

Park Lane Condominiums
1846 Margaret Street
Jacksonville, Florida 32204

March 14, 2024

alta
engineering company
www.altaengineeringco.com

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

alta
engineering company
www.altaengineeringco.com

March 14, 2024

Park Lane Condominium Association of Jacksonville, Inc.
C/o: Allana Mitchell, CAM
1011 3rd Street North
Jacksonville Beach, Florida 32250
via electronic mail: allana@mylrw.com

Visual Milestone Structural Evaluation Report
Sevilla Condominiums
1846 Margaret Street
Jacksonville, Florida 32204

As requested, we have completed a visual structural assessment of exposed and accessible portions of the building structure at the subject condominium in Jacksonville, Florida. The purpose of our evaluation was to visually identify conditions of existing or potential structural distress. The evaluation is intended to serve as a Milestone Structural Inspection mandated by Florida Senate Bill 4-D (FSB-4D). This report includes a summary of the project information, our observations, and subsequent general recommendations for further testing or repair.

This report is intended for the exclusive use of Alta Engineering Company (Alta), the Building Authority having Jurisdiction (AHJ), and the building owner. Use of this report or reliance upon information contained in this report by any other party acts as an agreement by that party to the terms and conditions of the contract under which the work was performed. Any use of this report by a party for purposes beyond those intended by Alta, AHJ, and Park Lane Condominium Association of Jacksonville, Inc. will be at that party's sole risk.

We appreciate the opportunity to provide our professional services. Please contact us if there are any questions concerning this report.

Sincerely,
alta engineering company
Florida Board of Professional Engineers Certificate of Authorization No. 29095

Brett D. Newkirk, P.E.
Licensed, Florida 62476
Principal

This item has been electronically signed and sealed by Brett Newkirk, P.E. on the date adjacent to the seal using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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1.0 GENERAL

1.1 Summary of Scope:

Alta Engineering Company has been contracted to perform a visual milestone structural condition evaluation of the subject condominium building. FSB 4D defines this scope of work as the identification of (2) specific areas of concern:

1. Areas of substantial structural deterioration.
2. Areas of unsafe or dangerous conditions.

To complete this task, Alta performed visual observations of the exposed and accessible portions of the building structure. Exterior and available and accessible interior finishes were also visually examined for symptoms of structural distress.

Our services have been completed in general accordance with our proposal and its attached terms and conditions.

1.2 Limitations:

Generally, we have performed visual observations of accessible and readily visible building exteriors and finishes from the ground level, roof surface, common areas, and interior areas to which access was provided. Alta could not observe areas to which access was not granted. Observations were completed by trained professionals; however, deficiencies may be present that were not readily accessible, visible, or otherwise inadvertently overlooked. It was not the intent of this study to perform an evaluation of any building components other than the building structure. Further, this evaluation is not intended to serve as an exhaustive survey to document and specifically describe the location of every existing defect or to create a punch list of all defective or distressed items. Its purpose is to generally describe conditions that are visually observed to be structurally impaired or dangerous. This scope of work does not include destructive observations or testing. If/where necessary, recommendations for testing will be provided for completion as a supplement to this scope of work. The findings in this report are relevant to the time of our site visits and should not be relied upon to represent conditions at substantially later dates.

1.3 Manifest of Documents Reviewed:

The following documents pertaining to the subject site were provided for our review:

1. None.

2.0 PROJECT INFORMATION

2.1 Building History:

According to the Duval County Property Appraiser and property manager, the subject building was constructed in 1926.

The following information was provided by the property management staff regarding recent building improvements and repairs:

1. The roof was replaced in January 2016.
2. The building's exterior was repainted in 2012.
3. The Association currently is obtaining bids for repairs to leaks on the River Terrace deck.

2.2 Background Information:

Prior to Alta's evaluation, we requested the following information from the owner:

1. Identification of known locations of cracking or other perceived distress to the building structure or enclosure.
2. All information regarding the maintenance history of the building structure and enclosure.
3. Other information pertinent to reported building distress.

The following information was provided in response to Alta's request:

1. The building is experiencing water intrusion common with the 11th, 12th and 13th floor terraces
2. The building is experiencing water leaks into the penthouse ceiling.
3. Cracking is reportedly present on the end wall and deck of the River Terrace.
4. Information regarding the maintenance and repair history was described in Section 2.1.

3.0 BUILDING CONSTRUCTION OVERVIEW

A review of the provided documents in conjunction with our site observations identified the following building construction information:

The subject building is a sixteen-story condominium building with (33) units. The building contains a parking garage on the bottom floor.

The building structure is a reinforced concrete and steel frame presumably supported by deep foundations. Floor structures appear to be conventionally reinforced slabs with regularly spaced deepened ribs supported by cast concrete beams and structural steel columns encased in concrete.

Exterior walls appear to be comprised of hollow clay tiles.

The exterior veneer is painted portland cement stucco. Stucco is directly applied to the exterior concrete frame elements and clay tile infill walls.

Windows are typically fixed and single-hung aluminum, vinyl, or wood frames.

The roof is a steep-slope assembly clad with standing seam metal panels. The north garage building is clad with a built-up roof membrane with a granular-surfaced modified bitumen cap sheet. Primary drainage for the north roof is provided by through-wall scuppers. No overflow drainage is provided.

Metal sheeted corbels below upper roof line.

Balconies are clad with polyurethane deck coatings. Cast iron picket rails are installed around the perimeter of the balconies. The balconies are typically accessed by in-swinging wood doors.

The second floor terrace is also clad with a polyurethane deck coating. Its edge is confined with cast stone balustrades.

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4.0 GENERAL CONDITION RATING & OBSERVATIONS

The following pages contain narratives describing and photographs depicting the visually observed deficiencies associated with the building structure, as well as any observed dangerous conditions. Where identified in this report, deficient conditions were generally observed or apparently present at many building locations, unless otherwise indicated. Similarly, photographs included in this report are intended to depict representative typical conditions, unless otherwise noted, and should not be construed to represent the only areas of distress.

Brett Newkirk, P.E., performed observations of the accessible building exterior and common area spaces on January 22, 2024.

Interior access was also provided to Units 5A, 5B, 6B, 7B, 8B, 9B, 10A & 11B, 11A, 12, 13, and 14.

Typical building elevations are depicted in **Photographs 4.1—4.4** for the readers' reference. An aerial view of the site is depicted in **Figure 4.1.**

4.0 GENERAL OBSERVATIONS

Photograph 4.1: Front (North) elevation.

Photograph 4.2: Right-side (West) elevation.

Photograph 4.3: Left-side (East) elevation.

Photograph 4.4: Rear (South) elevation.

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4.0 GENERAL OBSERVATIONS

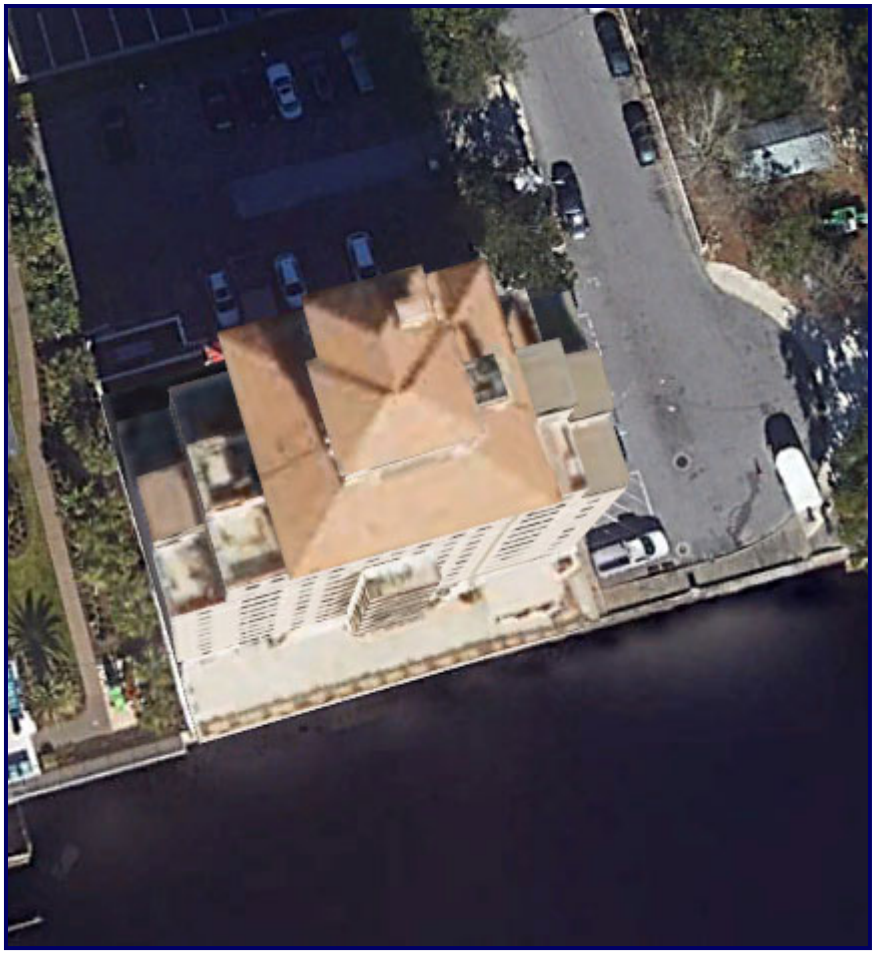

Figure 4.1: Aerial view of site (courtesy of *Google Earth*).

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4.0 GENERAL CONDITION RATING & OBSERVATIONS

Alta has prepared general condition ratings of various building components and an overall qualitative assessment rating of the building. The ratings of these components are as follows:

1. Foundation: Unknown. Cannot be observed. No observed symptoms of distress, but of the terrace wall.
2. Bearing walls: Unknown. Interior bearing walls cannot be observed. No observed symptoms of distress at exposed exterior bearing walls, other than reported water intrusion.
3. Floor systems: Unknown. Cannot be observed, other than the balcony decks. See report narrative.
4. Framing systems: The primary building framing systems cannot be observed, but for the roof mechanical room. No symptoms of distress, with exceptions indicated in the report narrative.
5. Roof covering: C (Leaks through the primary roof were prevalent).
6. Railings: B (concerns indicated in report narrative).
7. Stairs: A.
8. Balconies: C (Leak concerns indicated in report narrative).

Overall Qualitative Assessment of Building Structure Rating: B.

A Phase II Inspection is recommended. Specific recommendations for further investigation and repair are contained in Section 7.0 and 8.0 of this report.

5.0 VISUAL OBSERVATIONS

1. The north roof does not have emergency overflow drainage. If the primary drains become encumbered, the accumulation of water weight on the roof structure may pose a collapse risk. Supplemental overflow drains should be installed. **(Photographs 5.1 & 5.2)**

Photograph 5.1

Photograph 5.2

2. Various pock marks and concrete spalls and prior excavations are present in the reinforced concrete roof deck over the abandoned elevator hoists motors. These imperfections should be repaired using conventional ICRI procedures. **(Photograph 5.3)**

Photograph 5.3

5.0 VISUAL OBSERVATIONS

3. Unit 14 is the penthouse unit below the sloped roof. The ceiling and wall texture on the south (river-facing) and east facets is blistered and delaminated in a variety of different locations. The source of the water leakage is not known. Further evaluation is recommended to identify and correct the source of water entry. **(Photographs 5.4 & 5.5)**

Photograph 5.4

Photograph 5.5

4. The balconies are boarded by concrete knee walls that act as guardrails. The knee walls are approximately 24-inches tall. This rail height is shorter than the presently required 42-inch rail height. Some of the walls are supplemented with planters that add additional height; however, the planters are not typically continuous or are positioned with open spaces between them, which are unprotected. Consideration should be given to supplementing these walls with guardrails to provide protection of occupants using the balconies. **(Photographs 5.6 & 5.7)**

Photograph 5.6

Photograph 5.7

5.0 VISUAL OBSERVATIONS

5. The 10th and 12th floor balconies have a single through-wall scupper drain. If these drains were to become obstructed, the balcony would fill with water and pose a potential collapse risk due to the weight of water. Secondary overflow drains should be installed to mitigate this risk. **(Photographs 5.8 & 5.9)**

Photograph 5.8

Photograph 5.9

6. The corner of Unit 8B's south balcony is cracked common with the west most corner guardrail post. This corner should be repaired using conventional ICRI methods. **(Photographs 5.10 & 5.11)**

Photograph 5.10

Photograph 5.11

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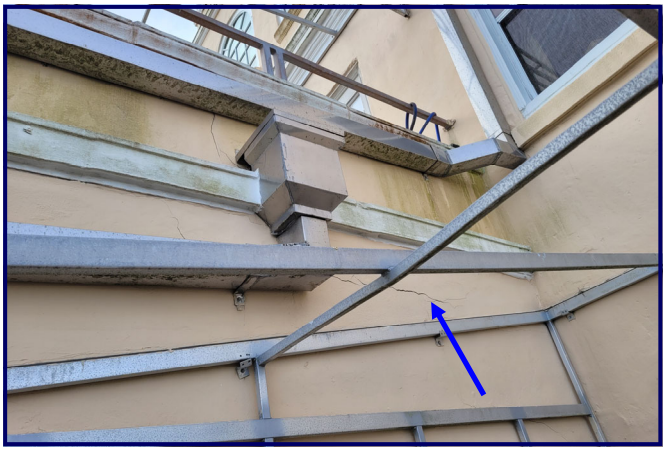
5.0 VISUAL OBSERVATIONS

7. Cracks along the north balcony edge beam of Unit 4B indicate possible reinforcement corrosion. These cracks should be excavated and the concrete repaired using conventional ICRI methods. **(Photograph 5.12)**

Photograph 5.12

8. Unit 11A has experienced stress cracks in the stucco on the north wall of the Florida room, common with the north balcony deck. The cracked stucco should be excavated under the direction of Alta and examined to determine its source and subsequent repair requirements. The repair may entail structural remediation to the concrete structure or may only entail removal and reapplication of stucco. **(Photographs 5.13 & 5.14)**

Photograph 5.13



Photograph 5.14

5.0 VISUAL OBSERVATIONS

9. The south-facing 2nd floor terrace has a balustrade wall and stair. The eastern portion of the balustrade is leaning outward. The southeast walls below the terrace have stress cracks common with and below the southeast stairs. These cracks appear to indicate settlement or an outward wall rotation. This may indicate bulkhead restraint failure or soil loss behind the bulkhead. The southwest corner of the terrace wall also contains stress cracks. The concrete retaining wall below is cracked and spalled. Further evaluation, including measurements and testing from the river side of the wall is required to determine the necessary repair to this condition. **(Photographs 5.15—5.18)**

Photograph 5.15

Photograph 5.16

Photograph 5.17

Photograph 5.18

5.0 VISUAL OBSERVATIONS

10. The cast iron rails of the south facing balconies are experiencing corrosion of the posts where they join the concrete deck and the welded connections in some locations. The section loss induced by corrosion to the posts may cause the rails to fail if loaded. The post bases may have been retrofit with threaded rod. Additional historic information regarding the retrofit is required to determine the viability of the rail post connection. The surface corrosion should be removed, cleaned, primed, and painted to extend the life of the rail. Those with section loss may require supplementation or replacement, depending on the viability of the apparent retrofit. **(Photographs 5.19 & 5.20)**

Photograph 5.19

Photograph 5.20

5.0 VISUAL OBSERVATIONS

11. The wood floor of Unit 9B and 8B has experienced water damage common with the swing doors. The ceiling of 8B is water damaged below the door opening of 9B. The swing door at 9B was recently replaced. The door is not joined to the wall with sealant. There are open, un-sealed voids between the door and the wall that should be sealed. The swing door at 8B has a substantial open void between the underside of the door panel and the threshold. Other balcony access doors on lower floors are in-swinging and have indicia of water intrusion of the floor. Inswing doors do not provide substantive resistance to wind driven rain. Replacement of these doors with out-swinging doors would provide much better protection against wind-driven rain. Alta understands that these doors are not the responsibility of the Association, but rather of the unit owner. Consideration should be given to recommending replacement of doors causing water intrusion into other units. **(Photographs 5.21 & 5.22)**

Photograph 5.21

Photograph 5.22

12. The deck coating on the terrace contains numerous cracks. Water intrusion was reported to occur into the garage area below. The deck coating has reached the end of its useful life and should be replaced. Consideration might be given to a more robust roof covering given the water-intrusion induced concrete distress in the garage below. **(Photographs 5.23 & 5.24)**

Photograph 5.23

Photograph 5.24

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5.0 VISUAL OBSERVATIONS

13. The garage ceiling is the underside of the river terrace deck. The elevated slab, its ribs, and primary transverse beams all contain spalls. The ceiling is also replete with prior concrete repairs. Some of the repairs are cracked through. The spalls likely result from the corrosion of embedded reinforcing due to water entry through the terrace above. Further evaluation of the spalls is required. All spalls should be identified and excavated to determine the extent of repair. These repairs will require engineered design. **(Photographs 5.25—5.28)**

Photograph 5.25

Photograph 5.26

Photograph 5.27

Photograph 5.28

5.0 VISUAL OBSERVATIONS

14. Paint is blistering from the interior wall surface of the stair tower walls below the penthouse level. The blistered paint should be removed and repainted following roof repairs/replacement so that it can be monitored for future water intrusion. **(Photograph 5.29)**

Photograph 5.29

15. The stair walls have blistered paint at the 5th floor stairwell interior walls, among other locations. Liquid water leaks were not reported to occur at this location. This blistered paint should be removed and monitored for future propagation. If recurs, then a further evaluation would be required to determine and correct the source of water penetration causing the blistering. **(Photograph 5.30)**

Photograph 5.30

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6.0 SUMMARY OF UNSAFE OR DANGEROUS CONDITIONS

As indicated in the prior sections of this report, the following is a summary of unsafe or dangerous structural conditions observed:

1. Corrosion of cast iron rails and post bases at balconies. The section loss induced by corrosion may cause the rails to fail if loaded. Alta will require additional historic information as to the threaded rod retrofit to determine viability of same. Rails and post bases with section loss may require supplementation or replacement, depending on the viability of the apparent retrofit.
2. Consideration should be given to supplementing the balcony knee walls with guardrails to provide protection of occupants using the balconies.
3. Installation overflow drains at the 10th and 12th floor balconies, as well as the north roof, to allow for proper drainage.
4. Remove loose, spalled concrete from the overhead ceiling of the garage. Perform concrete repairs as determined necessary.

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7.0 SUMMARY OF RECOMMENDATIONS FOR TESTING & FURTHER EVALUATION

Based on the observations described in prior sections of this report, Alta offers the following general recommendations for further investigation. If testing is recommended, such should be completed and subsequently documented in a Phase II testing report, as prescribed by FSB-4D.

1. Gain exterior access to the roof and roof-to-wall abutments to perform observations and testing to determine the source of water intrusion into the penthouse Unit 14 causing damage to its interior ceiling finishes.
2. Remove portions of cracked stucco from the north wall of the Florida room of Unit 11A, common with the north balcony deck.
3. Perform an evaluation of the south bulkhead and terrace wall to determine the source of the displaced cracking. This will require access from the river and destructive testing of the finishes including removal of the floor slab to evaluate the soil conditions below.
4. Review historic information, if available, and preform a structural evaluation of the guardrail post base retrofit.
5. Excavate concrete spalls in the garage ceiling and balcony cracks so that a repair solution can be derived. Repairs will require an engineered design.

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8.0 SUMMARY OF RECOMMENDATIONS FOR REPAIR

Based on the observations described in prior sections of this report, Alta offers the following general recommendations for repair. Please note that these recommendations are intended to serve as a general description of the work and are not appropriate to serve as a specification for the work that would be used for permit and execution. If desired, Alta can prepare the necessary documents for this purpose.

1. Replace the terrace deck coating. Consider a more robust roof covering in light of the concrete distress in the garage below.
2. Repair all concrete spalls in garage ceiling in accordance with the engineered design to be prepared.
3. Install supplemental overflow drains at north roof.
4. Install overflow drainage at all enclosed 10th and 12th floor balconies.
5. Perform conventional concrete repairs to the mechanical room ceiling, the corner of Unit 8Bs south balcony, and the north balcony edge beam of Unit 4B.
6. Install guardrails to supplement the knee wall height at balconies.
7. Perform repairs to the primary roof and walls over the penthouse, as determined necessary by testing. Perform repairs to ceiling and wall paint/texture once source of water leak determined, as recommended previously.
8. Remove blistered paint at interior stairwell walls and re-paint. Monitor for future water intrusion.
9. Perform repairs determined necessary by further evaluation at the Unit 11A north wall of Florida room common with the north balcony deck.
10. Perform repairs determined necessary by further evaluation to the 2nd floor terrace wall and bulkhead.
11. Remove surface corrosion of cast iron rails and post bases, clean, and paint to extend rail life. Rail post bases with section loss will require supplementation or replacement.
12. Recommend that unit owners replace balcony access doors with out-swinging doors with bump-stop thresholds.

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

9.0 STRUCTURAL MAINTENANCE GUIDANCE

In general, direct maintenance of a building structure is not feasible. However, maintenance of the building enclosure (roofs, wall claddings, and balcony/corridor surfaces), which serves to protect the building structure is necessary and will greatly enhance the useful life of the structure if timely and routinely implemented. The following general maintenance guidance should be implemented to extend the useful life of the structure.

9.0 STRUCTURAL MAINTENANCE GUIDANCE

9.1 SITEWORK

INSPECTION ITEMS:

Inspection should address the extent and locations of the following:

1. Soil buildup around base of building structures.
2. Mulch buildup around building structures.
3. Shrubbery, turf, or other vegetation in contact or close proximity to buildings.
4. Low areas around buildings which allow ponding water.
5. Obstructions in and outlets for buried storm water drain piping.

MAINTENANCE/REPAIR:

1. Remove excessive soil and mulch accumulation around structures that can create situations where insects can easily enter the building structure and cause significant damage. The code requires a 6-inch space between the base of the siding and the ground surface. While this clearance may not be achievable in some instances, an effort should be made to ensure as much clearance as feasible, while still maintaining a slope of the ground surface away from the building.
2. Ensure the landscaped beds are not built up so as to slope toward the building. The code requires a 6-inch drop in 10-feet from the building. Again, such a slope may not be feasible, given the landscape restraints. However, try to ensure slope away from the building so that moisture does not accumulate adjacent to the foundation.
3. Construct drainage systems where required to channel water away from the building. Utilize natural contours of the ground wherever possible to create drainage swales for improved water drainage.
4. Maintain as much space as possible between shrubs and the buildings to improve airflow and light penetration to minimize the growth of mildew on building surfaces. A good rule of thumb is to maintain 18-inches between the building and the shrubbery.
5. Trim back any tree limbs that do or could impact the building siding.
6. All vegetation which are in contact with any building surfaces should be cut back to prevent damage to finishes and reduce insect migration.
7. Inspect and clean buried ADS piping to ensure the pipes are free of obstructions and the outlets remain open.

9.0 STRUCTURAL MAINTENANCE GUIDANCE

9.2 EXTERIOR WALLS

INSPECTION ITEMS:

Inspection should address the extent and locations of the following:

1. Cracked, loose or spalled cladding.
2. Efflorescence (white stains) stains on cladding surfaces.
3. Sealants are present at all penetrations including window and door openings, exhaust vents, pipe penetrations, and where the cladding abuts dissimilar materials. Verify that sealants are in good condition (not cracked, crazed, torn, or separated from the surfaces to which they are adhered).
4. Rusted and deteriorated flashings or accessories.
5. Exposed rusted metal lath.
6. Blistering or peeling of paint coating.
7. Dirty or mildewed wall surfaces.

MAINTENANCE/REPAIR:

1. Any damaged, separated, crazed or cracked sealants should be removed and replaced with the same sealant material. Sealant breaches are a significant source of potential water intrusion. New sealant should not be bonded over old sealant, but rather, the original sealant should be removed, new backing (such as backer rod or bond breaker tape. The full length of any damaged sealant should be removed and replaced, rather than just replacing small segments of the sealant.
2. Abrasions or tears in the paint should be prepared as per the manufacturer's instructions and coated over.
3. If blisters in or efflorescence through the coating occur, the engineer should be contacted to make a determination of the source and to develop an appropriate remedy.
4. Mildew will likely develop on shaded walls. Mildew is not an indication of distress and can simply be removed by pressure washing and/or a mild detergent.
5. Flush cracks which become visible in the stucco through the paint film should be immediately repaired with a textured brush or knife grade sealant, followed by application of matching paint over the new sealant. If the paint does not perfectly match, consider painting the entire stucco panel common with the repair.
6. Displaced cracks (Cracks that have one side of the crack laterally outside from the other side of the crack) require a more extensive repair, that will likely require stuc-

9.0 STRUCTURAL MAINTENANCE GUIDANCE

co replacement. These cracks are often reflections of corroding steel lath or decay to the wood structure. If displaced cracks are encountered, contact the engineer immediately to evaluate the potential source and suggested remedy.

7. If "tea" or "coffee" colored stains observed emanating from the stucco are a potential indication of water intrusion and subsequent decay of the wood structure. The engineer should be contacted to make a determination of the source and to develop an appropriate remedy.
8. Rinse the stucco wall surfaces by light pressure washing semiannually to remove soiling, mildew and residual salts from its surfaces.

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9.3 RAILINGS

INSPECTION ITEMS:

Inspection should address the extent and locations of the following:

1. Handrail vertical and horizontal surfaces.
2. Sealants at rail ends and at fasteners.
3. Inspect anchors/fasteners for corrosion and "looseness".

MAINTENANCE/REPAIR:

1. Bi-annual cleaning of the handrails with mild soap and water will help to keep salt deposits from settling on the paint.
2. A coat of automobile wax can help to extend the life of metal handrails.
3. End caps are especially vulnerable to oxidation and corrosion. Special attention should be paid to cleaning and protection of end caps.
4. Remove and replace failed/separated sealants over fastener heads or at rail to wall abutments.
5. Replace deteriorated or loose anchors or fasteners.

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9.4 EXTERIOR DECK SURFACES

INSPECTION ITEMS:

Inspection should address the extent and locations of the following:

1. Sealant splitting or separation from the surface to which it is bonded.
2. Crazing or cracking of sealant.
3. Mildew growth on or adjacent to sealant.
4. Visible signs of water behind sealant.
5. Blistering.
6. Separations in sealants, particularly those at the bounds of the deck and within the control joints.
7. Cracks in the field.
8. Abrasions.
9. Surface wear.
10. Aggregate loss.
11. Staining/discoloration.
12. Ponding water.

MAINTENANCE/REPAIR:

1. Sealant integrity is important for maintaining the watertight envelope of a building. Periodic inspection and replacement of failed sealant is a cost effective method for minimizing water intrusion.
2. Old sealant should be removed and replaced with new sealant and backer rod that matches the type (Polyurethane) of the existing. Sealant should be tooled to force the sealant against the joint walls and present a neat appearance. Follow manufacturer's instructions for the installation of all water proofing products.
3. Deck coatings should be cleaned annually with a water and mild detergent to avoid staining and accelerated deterioration from the caustic effects of organic debris.
4. Deck coatings are installed for aesthetic as well as waterproofing purposes. Maintenance of the installed deck coating system will protect the concrete substrate and help to prevent large concrete restoration projects. Inspection of the deck coating at regular intervals can help to identify potential problem areas, and allow ample time for repairs to be performed before major deterioration can occur.
5. Separated sealants within control joints should be immediately removed and replaced followed by application of a detail coat of deck coating over the new sealant.
6. Tears or abrasions in the coating should be immediately repaired with a sealant and a detail coat of the coating material to preclude water penetration.

9.0 STRUCTURAL MAINTENANCE GUIDANCE

7. Deck coatings typically require replacement or recovering after 5 to 7-years of service, depending on UV exposure and aggressiveness of occupant use.
8. Elastomeric deck coatings should be repaired by qualified mechanics and installation should be in strict accordance with manufacturer requirements.

9.0 STRUCTURAL MAINTENANCE GUIDANCE

9.5 WINDOWS AND DOORS

INSPECTION ITEMS:

Inspection should address the extent and locations of the following:

1. Failures of perimeter sealant.
2. Failures of field-applied wet sealing of glass to frame.
3. Window leaks.
4. Condensation within insulated window panes.
5. Interior observations of stains around windows.

MAINTENANCE/REPAIR:

1. Inspect sealant and replace failed sealant as required to prevent water intrusion. Incorporate sealant inspection / replacement during periodic building painting evaluations.
2. Staining or mildew growth at the jamb returns of the aluminum window openings may simply be the result of condensation, which is not cause for concern.
3. Tea colored stains or stains that become apparent after rain events may indicate water intrusion through the wall cavity. Contact the engineer to diagnose the source of the leak and appropriate remedy.
4. Rinse door frames and tracks annually.
5. Replace fogged window lites. (This should be completed by a qualified window contractor.)
6. Note that if doors or windows are replaced, such should be completed in accordance with the repair drawings furnished for the building repairs. (This includes the removal and replacement of the perimeter stucco band so that the window can be properly flashed.)

9.0 STRUCTURAL MAINTENANCE GUIDANCE

9.7 Low Slope Roof Covering

INSPECTION ITEMS:

Roof Membrane inspection should address the extent and locations of the following. Deficiencies should be marked on the roof surface for subsequent repair:

1. Debris, vegetation, and other contaminants on roof surface and around roof drains.
2. Areas of ponding water.
3. Open side laps and end laps in cap sheet.
4. Crazing of cap sheet.
5. Holes, splits, tears, cuts or abrasions in roof membrane sheets.
6. Slippage of membrane sheets.
7. Unbonded or loose membrane sheets.
8. Blisters in roof membrane.
9. Fastener withdrawal/backout.
10. Fish-mouths and buckles/wrinkles in membrane surface.
11. Improper equipment supports.
12. Insulation collapse/compression.
13. Termination sealant deterioration

Wall Base Flashing inspection should address the extent and locations of the following. These deficiencies should be marked on the roof surface for subsequent repair:

1. Weather-cracked or deteriorated base flashing materials.
2. Loose and displaced base flashing.
3. Open side laps and open laps of base flashing onto field membrane.
4. Blisters in base flashing system.
5. Exposed gaps at top of base flashing.
6. Loose mechanical attachment of base flashings.
7. Deteriorated termination sealants.

Roof Penetration inspection should address the extent and locations of the following. Deficiencies should be marked on the roof surface for subsequent repair:

1. Weather-cracked or deteriorated base flashing materials.
2. Loose or displaced base flashing.
3. Open side laps and open laps of base flashing onto field membrane.
4. Blisters in base flashing system.
5. Exposed gaps at top of base flashing.
6. Loose mechanical attachment of base flashings.

9.0 STRUCTURAL MAINTENANCE GUIDANCE

7. Cracks, separation of filler material in pitch pans from sides of pocket and pipe, or that filler material is below top of pan.
8. Loose, broken or rusted bolts on interior roof drain clamping rings.
9. Separation at membrane-to-drain bowl interface.
10. Deterioration of termination sealants.

Metal Flashing inspection should address the extent and locations of the following. Deficiencies should be marked on the roof surface for subsequent repair:

1. Loose, missing, or rusted fasteners.
2. Loose, damaged, or severely corroded metal flashings.
3. Cracked or damaged sealant in metal counter flashing caulking lip.

MAINTENANCE/REPAIR:

1. Remove all debris from roof and around roof drains on a periodic basis and following any significant weather events.
2. All repairs and maintenance work should be done by qualified roofing contractors who are authorized to perform warranty work by the manufacturer. All roof membrane repairs should be performed in accordance with NRCA and the roofing membrane manufacturer's recommendations.

10.0 APPENDICES

Appendix 10.1—Brett Newkirk, P.E. Curriculum Vitae

Appendix 10.2—References

Appendix 10.3—Self-qualification letter

Appendix 10.4—Certificate of Insurance

Appendix 10.5—Board Member and Management Company Information.

Brett D. Newkirk, P.E. Curriculum Vitae

CONTACT INFORMATION

Alta Engineering Company
11329 Distribution Avenue West
Jacksonville, Florida 32256
Phone (904) 880-0301
Email: brett@altaengineeringco.com

ACADEMIC ACHIEVEMENTS

B.S., Civil Engineering, Florida State University.
Cum Laude Graduate
Honors Program

M.S., Civil Engineering – Structural Track, University of Central Florida

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Florida License No. 62476

Professional Engineer, Georgia License No. 35279

Professional Engineer, South Carolina License No. 29881

Florida Licensed Mold Assessor No. 6254328

Florida Building Code Administrative Core Accreditation

Certified Dryvit (Synthetic Stucco) Installer

Approved Dow Corning Sealants 3rd Party Warranty Inspector

AAMA Installation Masters – Certified Installer of Windows and Doors.

CPN International Certification for Radiation Safety and Use of Nuclear Gauges

OSHA Scaffolds Training Course

PROFESSIONAL MEMBERSHIPS

American Society of Testing and Materials (ASTM)–
ASTM Committee Member D07 Wood, Subcommittee D07.05.02
ASTM Committee Member C11 Gypsum and Related Building Materials and Systems
ASTM Committee Member E06 Performance of Buildings
ASTM Committee Member E07 Non-Destructive Testing

International Concrete Repair Institute (ICRI) – Jacksonville Chapter – Former Board of Directors

PROFESSIONAL DEVELOPMENT

ASCE Wind Loads for Buildings and Other Structures
ASCE Structural Renovation of Buildings
ASCE Structural Condition Assessments
American Concrete Institute (ACI) Advanced Concrete Design
American Concrete Institute (ACI) Engineering Mass Concrete Structures
American Concrete Institute (ACI) Strut and Tie Modeling
MACTEC Engineering Mold Awareness and Assessment Course
Law Engineering Tower Climbing and Fall Protection Proficiency
Simpson Strong Tie – Understanding Restraint Rod Systems
Simpson Strong Tie – Cracking Concrete Anchor Codes
ZweigWhite Energy Analysis that Fits Your Building Project
Chance Helical Piles and Tiebacks

PUBLICATIONS

Newkirk, Brett (2009). *Patching Stucco.* Sealant, Waterproofing & Restoration Institute's (SWRI) The Applicator Magazine, Fall 2009 Edition. pp 10-14.

Newkirk, Brett (2010) *Questioning the Stucco Lath Fastening Requirements of ASTM C 1063,* Journal of Architectural Engineering, March 2010. pp 1-2.

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Newkirk, Brett (2018) Susceptibilities of Stucco on Lath, Advanced Building Skins – Bern, Switzerland. October 2018.

SPEAKING ENGAGEMENTS

Guest Lecturer, Florida Coastal School of Law, Construction Law Class, "Construction Defects" (2009)

Guest Lecturer, Florida Coastal School of Law, Construction Law Class, "Sticks & Bricks" (2012)

Lecturer, Taylor Morrison Homes, *Avoiding Problems with Stucco Application* (2012)

Lecturer, Taylor Morrison Homes, *Balcony Waterproofing* (2013)

Lecturer, Jacksonville Bar Association – Construction Law Committee, *Building Envelope Evaluation* (2013)

Guest Lecturer, Florida Coastal School of Law, Construction Law Class, "Sticks & Bricks" (2014)

Lecturer, Taylor Morrison Homes, *Stucco Installation* (2016)

Guest Lecturer, Florida Coastal School of Law, Construction Law Class, "Construction Process" (2016)

Speaker Advanced Building Skins Conference – Bern, Switzerland (2018) "Susceptibilities of Stucco on Lath" (2018)

Guest Lecturer, University of North Florida, Construction Management/Contracts Class, "Building Envelopes" (2019)

Lecturer, ICI Homes – *Building Envelopes* (2019)

Lecturer, St. Petersburg Bar Association – *Building Construction and Envelopes* (2024)

CAREER SUMMARY

1998-1999: Construction Crew Foreman, *Champion Construction*, Roswell, Georgia

Responsibilities: Supervisor of eight-person crew. Performed rehabilitation trade work including the erection of light steel framing, performance of wood carpentry for structural and finish elements, installation of ceramic tile, interior drywall, and exterior siding and stucco.

1999-2000: Staff Civil Engineer, Surveyor, AutoCad Technician, *Jim Stidham and Associates*, Tallahassee, Florida.

Responsibilities: Conducted surveys using a total station and optical level for road, site development, and building sites. Prepared civil, site, and structural construction drawings.

2001-2005: Project Structural Engineer, *MACTEC Engineering and Consulting,* (formerly *Law Engineering, Inc.*), Jacksonville, Florida.

Responsibilities: Performing a full range of structural engineering and building envelope design, retrofit and remediation projects including visual observation, testing, numerical analysis, and reporting. Performing analysis of distressed residential and commercial buildings for multiple insurance companies, including State Farm and Prudential to determine the source and extent of the distress and to provide retrofit design. Performing the duties of special agent to the threshold inspector on several Northeast Florida structures, including: The Strand Condominiums, Villa Riva Condominiums, Sawgrass Marriott Convention Center, Hibernia Baptist Church, Arlington Elementary School, Argyle Forrest Elementary School and the 103rd Street Wal-Mart. Performing due-diligence property condition surveys of more than 50 commercial buildings including apartment complexes, convention centers, banks, strip shopping centers, malls, hotels, office parks, condominiums, and industrial warehouses. Clients included Trammel Crowe, Regency Centers, The Flagler Group, Mercantile Bank, and Marriott Hotels. Performing structural analysis of and structural retrofit design for over 100 cell phone towers and associated equipment structures. Performing special in-situ load testing and strain gage material testing on projects such as river lock gates, Firestone tire presses, CSX railroad cross arms, Shands Hospital Proton Therapy devices, and a historic lighthouse.

2005-2010: Chief Engineer & Partner, Construction Solutions, Inc., Jacksonville, Florida.

Responsibilities: Engineering manager and technical director for all projects. Performing building envelope evaluations and structural distress analysis along with the subsequent structural repair and waterproofing design for well over 100 buildings in North and Central Florida including high-rise condominiums, hospitals, office buildings, public libraries and commercial warehouses. Performing project management and owner representative services for most of the repair and renovation projects designed. Project budgets range from $10,000 to $10M. Director of testing for water infiltration testing and proof load structural testing. Provision of expert witness services in over 100 litigation matters.

2010-Present: President, Alta Engineering Company, Jacksonville, Florida.

Responsibilities: Director. Consultant regarding building and component distress. Evaluation, Repair Design and Management Projects have included the Jacksonville Main Library, the Federal Courthouse - Jacksonville, the Soliare Condominium Tower - Orlando, St Paul's Episcopal Church – Jacksonville Beach, Springhill Suites Hotel – Tallahassee, Villa Del Sol Apartments – Kissimmee, Ocean Park Condominiums – Jacksonville Beach, Ocean Village Condominiums – Atlantic Beach, Seaside Retreat Condominiums - Amelia Island, Frederica Golf Club - St. Simons Island, Coral Sands Condominiums - Fernandina Beach, Seaside at Anastasia - St. Augustine, and the Reserve at Point Meadows Condominiums - Jacksonville.

TESTIMONY

2004	John Bakus v. J & L Homes (Deposition)
2005-10-7	Irwin Carasso v. Tree of Life, Inc. (Deposition)
2006-8-21	Irwin Carasso v. Tree of Life, Inc. (Testimony at Trial)
2008-9-22	James T. Trease v. Harbour Island Joint Venture III (Deposition)
2009-10-29	John Wieland Homes, Inc. v. Various Subcontractors (Deposition)
2009-12-18	Sofran Marbella LLC v. Various Entities (Deposition)
2010-1-27	Reserve at Point Meadows Condominium Association, Inc. v. Hardaway Construction Company, The Steinburg Collaborative (Deposition)
2010-3-8	Reserve at Point Meadows Condominium Association, Inc. v. Hardaway Construction Company, The Steinburg Collaborative (Deposition)
2010-5-7	Ocean Park Condominium Association, Inc. v. Brian J Cote d/b/a Cote Architectural Designs, Jax Apex Technology, Inc. Warren V Carrigan, Gate Concrete Products Company (Deposition)
2010-7-7	Ocean Park Condominium Association, Inc. v. Wholesale Building Products d/b/a VNS Corporation and MI Windows and Doors, Inc. (Deposition)
2010-7-28	Harden v. City of Jacksonville (Deposition)
2010-7-30	Ocean Park Condominium Association, Inc. v. Wholesale Building Products d/b/a VNS Corporation and MI Windows and Doors, Inc. (Deposition)
2010-9-7	Sayre v. Simonton Windows, Inc., Steve Johnson Custom Homes, Exterior Supply of Jacksonville, Inc., Preferred Plastering, Inc. (Deposition)
2011-3-17	Andrew and Iris Moore v. Toll Brothers, Inc and Brackett and Associates, Inc. (Deposition)
2011-3-22	Timothy and Danielle Payne v. Braud Design/Build, Inc. (Deposition)
2011-4-26	The Reserve at James Island Condominium Association, Inc. v. Hardaway Construction Company, The Steinburg Collaborative (Deposition)
2011-5-31	Le Baron Condominium Association, Inc v. Nanette Taylor (Hearing)
2011-10-19	The Bartram, LLC v. CB Contractors, LLC., v….Florida State Plastering, LLC. (Deposition)
2011-12-2	Vista Cove Condominiums Association, Inc. v. LandSouth Construction, LLC. v….One Source General Contractors, Inc. (Deposition)
2012-2-6	Almengor v. City of Jacksonville (Deposition)
2012-4-27	Treace v. Stevenson Design and Development of Jacksonville, Inc., et al. (Testimony at Trial)
2012-5-22	Carol Ecos & Susan Bessing v. Taylor Morrison Services, Inc. (Deposition)
2012-7-17	Lenora Bodway v. Security First Insurance Company (Deposition)
2012-7-19	Ted & Jeannie Emack v. E.C. Kenyon Construction Company, Inc., et al. (Deposition)
2012-9-21	Hammock Grove Condominium Association, Inc. v. Centex Homes v. Builders First Source Florida, LLC. (Deposition)
2012-9-27	First Professionals Insurance Company, Inc. v. Southeast Trenching Technologies, LLC v. ACC Advanced Caulking and Coating, Inc. (Deposition)
2012-10-12	Sabco, Inc. v. GPG Investment Company, LTD, Inc. (Deposition)
2012-10-31	Carol Ecos & Susan Bessing v. Taylor Morrison Services, Inc. (Deposition)
2012-11-5	Sabco, Inc. v. GPG Investment Company, LTD, Inc. (Trial)
2012-11-7	The Strand Investors LP v. The Auchter Company, XL Specialty Insurance Company and XL reinsurance America, Inc. (Deposition)
2012-11-15	Nancy Crapps v. Lauren Spies Construction & Development, Inc. (Deposition)

2013-3-21	Big River Breweries, Inc. v. 1 King LLC, CHU, LLC and David White. (Deposition)
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2013-7-11	Treace v. Stevenson Design and Development of Jacksonville, Inc., et al. (Deposition)
2013-8-23	WG Yates & Sons Construction Company v. Holly Hill I Associates, LTD (Deposition)
2014-2-11	Hugh A. Carithers v. Mid-Continent Casualty company (Testimony at Trial)
2014-2-18	Treace v. Stevenson Design and Development of Jacksonville, Inc., et al. (Testimony at Trial)
2014-4-11	Carolyn Rogers v. American Integrity Insurance Company of Florida (Deposition)
2014-8-4	Christopher L. Miller v. Florida Peninsula Insurance Company (Deposition)
2014-9-25	Olympus Insurance Company v. Omegaflex, Inc. and Amerigas Partners, L.P. (Deposition)
2014-10-13	Glaser v. Southern Waterproofing (Deposition)
2014-12- 15 to 17	Bernice Dressendorfer, et al. v. Taylor Morrison Services, Inc. (Arbitration)
2015-1-7	Schumacher v. Jeff Thompson Construction Company (Deposition)
2015-1-26	Lynne D. Conboy v. Hovis Custom Builders, Inc. (Deposition)
2015-3-5	Lynne D. Conboy v. Hovis Custom Builders, Inc. (Arbitration)
2015-3-17	Bernice Dressendorfer, et al. v. Taylor Morrison Services, Inc. (Arbitration)
2015-4-21	Bernice Dressendorfer, et al. v. Taylor Morrison Services, Inc. (Arbitration)
2015-5-29	Florida State College at Jacksonville v. The Tower Group, Inc. (Deposition)
2015-6- 9 to 11	Little Sabine, Inc. v. Morette Company (Deposition)
2015-6-16	Bernice Dressendorfer, et al. v. Taylor Morrison Services, Inc. (Arbitration)
2015-7-7	1661 Riverside Condominium Association, Inc. v XL Specialty Insurance Company (Deposition)
2015-9-15	Bernice Dressendorfer, et al. v. Taylor Morrison Services, Inc. (Arbitration)
2015-10-14 to 15	Solaire at the Plaza Condominium Association, Inc. v. Plaza Court, L.P. and Brasfield & Gorrie, LLC. (Deposition)
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2015-11-22	Leon County Educational Facilities Authority v. Capstone/LTT, LLC. (Deposition)
2015-12-1	Windsor Falls Condominium Association, Inc. v. D.R. Horton, Inc. v. King Concrete. (Deposition)
2016-1-15	Herons Landing Condominium Association, Inc. v D.R. Horton v. Sunbelt Roofing. (Deposition)
2016-2-16&17	Villa Medici Condominium Association, Inc. v. Courtney Gate Parkway, LLC, Contravest Construction Group, Inc., et al. (Deposition)
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2016-5-6	Osceola Brownstones Condominium Association, Inc. v. Andrew Construction Services, LLC (Deposition)
2016-6-1,2 & 3	City of Jacksonville v. Heery International, Inc., Robert A.M. Stern Architects, LLP, The Auchter Company, Elkins Constructors, Inc. et. al. (Deposition)
2016-6-8	Ocean Village Condominium Association, Inc. v Northeast Florida Construction, Inc. (Deposition)
2018 2016-6-10	Joseph A. Crozier, III v. Elite Homes, Inc. (Deposition)

2016-6-16	Villa Medici Condominium Association, Inc. v. Courtney Gate Parkway, LLC, Contravest Construction Group, Inc., et al. (Deposition)
2016-6-22	Tuscany Village of St Augustine Homeowner's Association, Inc. v. KB Home Jacksonville, LLC. (Deposition)
2016-7-13	Island Reserve Condominium Association, Inc. v. Creekstone Builders, Inc., et. al. v. J. Mitchell Builders, Inc. (Deposition)
2016-7-18	Amelia Lakes Condominium Association v Titen Real Estate Investment Group (Testimony at Trial)
2016-8-31	Grover Burgan v Coastal Oaks Construction, Inc. (Deposition)
2016-10-3	Putnam Center Associates, LLC. v Sherri Scroggins and Kent Scroggins (Deposition)
2016-10-18	Putnam Center Associates, LLC. v Sherri Scroggins and Kent Scroggins (Testimony at Trial)
2016-12-1	Kevin & Wendy Whittington v. Taylor Morrison of Florida, Inc. (Arbitration)
2016-12-7	Joshua & Michele Hiliker v Taylor Morrison of Florida, Inc. (Arbitration)
2017-1-10	Sean Wilson v Taylor Morrison of Florida, Inc. (Arbitration)
2017-1-11	Blue Heron Beach Resort Condominium Association, Inc. v. Blue Heron Resort Developer, LLC and McMurry Construction Co., Inc. (Deposition)
2017-1-13	Via Mare Condominium Association, Inc. v. BTMJS, LLC, Caudel & Associates, LLC., Commercial Specialties, LLC., and White Homes & Development, Inc., Darryl A King & Associates, LLC and K&G Construction Company, Inc. (Deposition)
2017-2-22&23	Crossings at Cypress Trace Condominium Association, Inc. v. Centex Homes, (Deposition)
2017-3-3	Neil Wein and Ann Marie Wein v Radcraft, Inc. (Deposition)
2017-3-28	Anthony Maneri v. CalAtlantic Group, Inc.
2017-4-12	Gainesville Place Phase II, LLC. v. Davis & Sons Construction Company, LLC v. FJT Construction, Inc. (Deposition)
2017-5-4	Ramon Vargas v Taylor Morrison of Florida, Inc. (Arbitration)
2017-5-5	Edward and Arlene Christians v Taylor Morrison of Florida, Inc. (Arbitration)
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2018-1-25	Holly Hamilton v. Florida Peninsula Insurance Company (Deposition)
2018-2-13 to 15	Ocean Village Condominium Association, Inc. v Northeast Florida Construction, Inc. (Testimony at Trial)
2018-2-20	Lake Washington Homeowner's Association, Inc. v DR Horton, Inc. v All Pro Stucco, et. al. (Deposition)
2018-3-14	Wind Condominium Association, Inc. v Neo Epoch 2, LLC v FDS Aluminum, Inc. (Deposition)
2018-3-27	The Peninsula v. The Auchter Company, et al. v. Cummings Masonry Co., et. al (Deposition)
2018-4-24	Sunset Bay - Merritt Island Condominium Association, Inc. v. Elite Stucco, Inc., et. al (Deposition)
2018-5-18	Autumn Glenn Townhome Owners Association, Inc. v DR Horton, Inc. – Jacksonville v. Hamway Flooring, Inc., et al. (Deposition)

2018-5-29	Allstar Building Materials v CSX Transportation, Inc. and Reliable Rail Services, LLC. (Deposition)
2018-6-19	Raymond Quinones and Linda Quinones v Babin Builders and Development, Inc. v A&T Stucco, LLC. (Deposition)
2018-7-2	Amerisure Insurance Company v The Auchter Company (Deposition)
2018-7-12	Raymond Quinones and Linda Quinones v Babin Builders and Development, Inc. v A&T Stucco, LLC. (Arbitration)
2018-7-12	Old Town Villages Condominium Association, Inc. v. Johnson-Graham-Malone, Inc. v. Stanley Smith Drywall, Inc. (Deposition)
2018-8-15	Vickie Oldham v. Taylor Morrison of Florida, Inc. (Arbitration)
2018-8-17	Bayberry Lakes Homeowners Association, Inc. v. KB Home Orlando, LLC (Deposition)
2018-8-20	Gladys Lilavois v Taylor Morrison of Florida, Inc. (Arbitration)
2018-8-21-24	Deerwood Place Condominium Associations I, II, III, IV & VI v. Beezer Homes Corp. (Deposition)
2018-9-7	Steven Caccitore and Maria Ruiz v Taylor Morrison of Florida, Inc. (Arbitration)
2018-10-17	Raymond & Cheryl Morgan v Taylor Morrison of Florida, Inc. (Arbitration)
2018-9/18-20 & 10-22	Dimond, 22 Lantern, LLC and Kendal Lakes Apartments, LLC v Glenmont, et. al. (Deposition)
2018-10-24	James & Dawn Mcleod v Taylor Morrison of Florida, Inc. (Arbitration)
2018-11-6	Robert & Kathleen Williams v. Intervest Construction, Inc. (Arbitration)
2018-11-7 to 8	The Edge Number One Condominium Association, Inc. v. The Edge Investors, LP, Coastal Construction of South Florida, etc. (Deposition)
2018-12-5	Fortune Warehouse Realty, LLLP. v. Gran Park at the Avenues Owners Association, Inc. (Deposition)
2019-1-8	Jax Airport Hotel, LLC. v. Traveler Corp. (Deposition)
2019-2-5	Clayton Crossing Townhome Association, Inc. v. Taylor Morrison, et. al. (Deposition)
2019-2-20	Grover Burgan v Coastal Oaks Construction, Inc. (Testimony at Trial)
2019-3-12	Napier, Inc. of Pensacola v. Jennifer Murray and Gregory Joy (Deposition)
2019-3-22	School Board of Leon County, Florida v Baycrest Corporation, Nelson and Affiliates, Inc. et. al. (Deposition)
2019-6-3&4	San Marco Place Condominium Association, Inc. v The Haskell Company (Deposition)
2019-6-10	Valencia at South Beach Condominium Association, Inc. v Landsouth Construction, LLC. v. S. David & Company, Inc. (Deposition)
2019-6-16	Bishop Construction Group, Inc. v Runaway Beach Club Condominium Association, Inc. v Sewell's Stucco LLC. (Deposition)
2019-7-9	Spring Isle Community Association, Inc. v. Pulte Home Corporation, LLC v. Herme Enterprises, Inc. (Deposition)
2019-7-10	Luke Begonja & Joyell Begonja v. Taylor Morrison of Florida, Inc. (Deposition)
2019-7-19	2700 North Ocean Condominium Association, Inc. v 2700 North Ocean, LLC v General Caulking & Coatings Company, Inc.
2019-8-12	David Ashman and Marian Feder v. Stajo Construction, Inc., et al. (Deposition)
2019-9-12-13	Summerport Commercial Property Owner's Association v. The Ryland Group, et. al. (Deposition)
2019-9-16	Alan Development, LLC. v Ellis Construction Company, Inc. et al. v. Pro-Crete Systems of Florida, LLC. (Deposition)
2019-9-24	332/120 Buildings Partnership, LLP v. M & M Plumbing Systems, Inc. and R.B. Marks Construction, Inc. (Deposition)

2019-10-3	Steve Champney v Waste Pro of Florida, Inc.. (Deposition)
2019-11-8	Luann Turco and John Turco v. Structural Building Components, LLC, Daly Construction of SW Floridan, Inc. et al. (Deposition)
2019-12-4	Richard and Rebecca Furbee v. Ocean Paradise, et al. (Deposition)
2019-12-5& 6	Spring Isle Community Association, Inc. v. Pulte Home Corporation v. Semocor Enterprises, Inc. & Herme Enterprises, Inc., et al. (Deposition)
2019-12-13	John & Terrie Grammer v. J.H. Hinson Builders, LLC., et al. (Deposition)
2019-12-19	Richard and Rebecca Furbee v. Ocean Paradise, et al. (Deposition)
2020-1-16	San Lorenzo Condominium Association, Inc. v. Beta Credit Management, LLC v. Milton Construction v. Milton Construction Company v. Amaya Contracting Stucco, Inc., et al. (Deposition)
2020-1-28	Grandview Isles Townhomes Owners Association, Inc. v. Taylor Morrison Services, Inc., et al. (Deposition)
2020-2-28	Terry & Barbara Seaton and Carl & Faye Mowell v. Morales Consulting Engineers, Inc. & HJC Jax Inc. (Deposition)
2020-3-5	La Riva Resort Association III, Inc. v. American Restoration Group, et. al. (Deposition)
2020-3-10	Coastal Oaks Construction, LLC v. John Graham and Laura Byrne. (Deposition)
2020-3-12	Beazer Homes Corp. v. Delacruz Drywall Plastering & Stucco, Inc., Deponto Painting, Inc. et al. – Magnolia (Deposition)
2020-4-1	Beazer Homes Corp. v. Delacruz Drywall Plastering & Stucco, Inc., Deponto Painting, Inc. et al. – Magnolia (Deposition)
2020-4-14	Bella Piazza Condominium Association of Davenport, Inc. v. Pro-Crete Systems, Inc. et al. (Deposition)
2020-4-16-17	101 Eola Condominium Association v. BA Eola, LLC, IBA Consultants, Inc. & Jack Jennings and Sons, Inc.(Deposition)
2020-4-23	Deerwood Place Condominium Associations I, II, III, IV & VI v. Beazer Homes Corp. (Deposition)
2020-5-18	Raymond Quinones and Linda Quinones v Babin Builders and Development, Inc. v A&T Stucco, LLC. (Deposition)
2020-5-29	Beazer Homes Corp. v. Delacruz Drywall Plastering & Stucco, Inc., Deponto Painting, Inc. et al. – Colony Trace (Deposition)
2020-8-11	Beazer Homes Corp. v. Delacruz Drywall Plastering & Stucco, Inc., Deponto Painting, Inc. et al. – Colony Trace (Deposition)
2020-8-26-27	Islander Townhome Homeowners Association, Inc. v. KB Home Jacksonville, LLC. et. al. (Deposition)
2020-9-3	Carrington Townhome Association, Inc. v. Ashton Orlando Residential, LLC. v. Sevan Plastering, Inc. (Deposition)
2020-9-8	Bartram Office Park Association, Inc. v. S. Kassel Construction Company (Deposition)
2020-9-22	Christopher and Angela King v. Lennar Homes, LLC. (Arbitration)
2020-10-8	Wickham Park Homeowners Association, Inc. v. Ashton Orlando Residential, LLC v Florida Terrazo, Inc., et. al. (Deposition)
2020-10-15	Riverfront Associates, LLC v. Jack Wisenbaker Construction, Inc., et al. (Deposition)
2020-11-12	Poseidon Hotel Venture, LLC. v. Compass Group, Inc., v Talco Construction, LLC. (Deposition)
2020-12-4	Victor Corrigan v. Olsen Custom Homes and Consulting, Inc. (Deposition)
2020-12-8	Paradise Palms Resort Homeowners Association, Inc. v. Inka Services, LLC. (Deposition)

2021-1-14	John & Christina Lee v. Lennar Homes, LLC. (Arbitration)
2021-1-29	Michael A Diperna & Misti L Diperna v TMN Construction Holdings, LLC, (Arbitration)
2021-2-18	Villages at Bartram Springs Owners Association, Inc. v KB Home Jacksonville, LLC., et al. (Deposition)
2021-3-31	The Hamptons at Metrowest Condominium Association, Inc. v. R.L. Haines Construction, LLC & Southeast Gypsum & Concrete, LLC. (Deposition)
2021-4-19	Villages of Northwoods Homeowners Association, Inc. v. Calatlantic Group, Inc. (Deposition)
2021-5-3	Stratford Green at Aloma Trails Homeowners Association, Inc. V. The Ryland Group v. Daniel & Daniel Construction, Inc. & Ladco Construction, Inc. (Deposition)
2021-5-10	Emerald Preserve – Sumerlin Homeowners' Association, Inc. v Beazer Homes Corp. v Weatherbarriers Unlimited, LLC. (Deposition)
2021-5-13	Pulte Home Company LLC. lake Sawyer v. L & Jim Painting (Deposition)
2021-5-17	Heather Sanzari v. Dreamfinders Homes, LLC. (Deposition)
2021-5-19	Coastal Oaks Construction, LLC v. John Graham and Laura Byrne. (Trial)
2021-8-23	Patricia Carroll v Avatar Properties, Inc. dba AV Homes (Deposition)
2021-8-25	Arborview Park Homeowners Association, Inc. v CalAtlantic Group, Inc. (Deposition)
2021-8-31	Geraldine Charles v. Lennar Homes, LLC (Arbitration)
2021-9-22	Lloyds London, et al. v. R&D Rader Ventures, LLC d/b/a Roof Tec Systems (Deposition)
2021-10-4	Oviedo Park Owners Association, Inc. v. Taylor Morrison Services, Inc., et al. (Deposition)
2021-10-15	Old Dominion Insurance Company v. Windward Cay Homeowners Association, Inc., et al. (Deposition)
2021-10-21	Windsor Falls Condominium Association, Inc. v DR Horton, et al. (Deposition)
2021-11-8	Magnolia Park at Riverview Homeowners Association, Inc. v. Centex Homes v. Premier Construction USA, Inc., et al. (Deposition)
2021-11-19	Isles of Oviedo Townhomes Owners' Association, Inc. v. Taylor Morrison Services, Inc. (Deposition)
2021-12-28	Joseph Andrew Yorg v. Vacation Rentals Beach Properties, LLC. (Deposition)
2022-1-4	David Szkutak v Pyran Periera (Deposition)
2022-1-5	Robert Wolfenden v. Green Energy Spray Foam Insulation, LLC. (Deposition)
2022-1-7	Verano Homeowners Association, Inc. v Landon Homes, LLC. v. Fidus Roofing, Inc. (Deposition)
2022-1-7	Verano Homeowners Association, Inc. v Landon Homes, LLC. v. Walker Block, Inc. (Deposition)
2022-1-10	David Szkutak v Ryan Periera (Trial)
2022-1-18	Emerald Grand, Inc. v. Moss Anderson (Deposition)
2022-2-15	Windsor Falls Condominium Association, Inc. v DR Horton, et al. (Trial)
2022-2-23	Cheryl Brown v. Amkin West Bay, LLC. (Deposition)
2022-2-25	Jameson Place v. DR Horton, Inc. v. Cemplex Group Florida, LLC. (Deposition)
2022-3-22	Russel J. LeBlanc v NVR, Inc. (Deposition)
2022-4-13	Emerald Grande Inc., Legendary, Inc. v Moss Anderson Construction (Arbitration)
2022-4-20	Jameson Place v. DR Horton, Inc. v. Customers First Choice Painting, Inc. (Deposition)

2022-5-23	HRSE-UCF I, LLC. v. Da Pau Enterprises II, Inc., et. al. Inc. (Deposition)
2022-5-24	Daniel Nguyen v. Rosewood Homes by Roger Day, LLC. (Deposition)
2022-6-6	Baywood at Oak Creek Townhomes Association, Inc. v. Taylor Morrison, et. al. (Deposition)
2022-6-30	Ave Maria University, Inc. v. Florida Glass & Aluminum, Inc., et. al. (Deposition)
2022-7-19	The Blackstone building, Inc. et. al. v. Environmental Holding Group and Controlled Demolition, Inc. (Deposition)
2022-7-29	Lynn L. Creekmore v Aurora Custom Remodeling, Inc. (Deposition)
2022-8-2	Raymond Quinones and Linda Quinones v Babin Builders and Development, Inc. v A&T Stucco, LLC. (Testimony at Trial)
2022-9-23	The Blackstone building, Inc. et. al. v. Environmental Holding Group and Controlled Demolition, Inc. (Testimony at Trial)
2022-9-26	Ashlin Park Homeowners Association, Inc. v. Ashton Orlando Residential, LLC. v. Sevan Plastering, Inc., et. al. (Deposition)
2022-10-7	Zion Evangelical Lutheran Church, Inc. of Gainesville, Florida v. Zona & Associates, P.A., et al. (Deposition)
2022-10-14	Lillian D. Manney v. MBV Engineering, Inc. f/k/a Mosby, Moia, Bowles & Associates, Inc., et al. (Deposition)
2022-11-29	Grande Oaks at Heathrow Association, Inc. v. Kolter Signature Homes, LLC, et al. (Deposition)
2022-12-2	Muirfield Village of Honore Townhomes Association, Inc. v. M/I Homes of Tampa, LLC, et al. (Deposition)
2022-12-5	Legacy in Action Project VII, LLC d/b/a Action Construction v. John Witnauer and Suzanne Witnauer (Deposition)
2023-1-10	Clyde L. Perry and Brenda L. Perry as Trustees of the Clyde L. Perry and Brenda L. Perry Irrevocable Trust v. Riverside on the Park Condominium Association, Inc., et al. (Deposition)
2023-1-12	Fred V. Ryder, Jr. and Cassandra Ryder v. Players Club Villas Condominium Association, Inc., et al. (Deposition)
2023-2-17	Ocean Front Real Estate Limited Partnership v. Coastmark Construction Company, LLC, et al. (Deposition)
2023-2-22	Waterside Pointe Homeowner's Association, Inc. v. Lennar Homes, LLC, et al. (Deposition)
2023-2-24	Cappello II at Venetian Golf & River Club Condominium Association, Inc. v. Richard & Rice Construction Company, Inc. and Roofing by Curry, et al. (Deposition)
2023-2-28	Vista Del Mar at Perdido Key Condominium Association, Inc. v. Yates Construction of Florida, LLC, et al. (Deposition)
2023-3-9	Ocean Walk at New Smyrna Beach – Building No. 20 Condominium Association, Inc. v. James A Jones, et al. (Deposition)
2023-3-22	Todd Johnson and Sheryl Johnson v. New Leaf Construction, Inc., et al. (Deposition)
2023-3-23	Gardens of Bridgehampton Condo Association, Inc. v. Empire Finish Systems, Inc., et al. (Deposition)
2023-3-27	Oceanwalk at New Smyrna Beach – Building No. 19 Condominium Association, Inc. v. James Alan Jones, et al. (Deposition)
2023-3-31	Mary Ellen Martin v. Taylor Morrison Esplanade Naples, LLC, et al. (Deposition)
2023-4-18	Villas at Emerald Lakes Homeowners Association v. Royal Oak Homes, LLC, et al. (Deposition)

2023-4-25	Mary Ellen Martin v. Taylor Morrison Esplanade Naples, LLC, et al. (Testimony at Trial)
2023-5-5	Summerlake Community Association, Inc. v. Beazer Homes, LLC (Deposition)
2023-5-15	Atlantic Beach Country Club, Inc. v. Atlantic Beach Partners, LLC, et al. (Deposition)
2023-5-22	Bayberry at Bartram Park Community Association, Inc. v. Pulte Home Company v. Michael G. Holder, Inc. (Deposition)
2023-6-15	Portofino Meadows HOA, Inc. v. Prime Homes at Portofino Meadows, LLC f/k/a Prime Homes at Portofino, et al. v. United Contractors Building Corporation, et al. (Deposition)
2023-6-22	Incontro I, LLC and John Richard Fiacco and Maureen Lyn Fiacco v. Artisan of Seagrove Beach, Inc. (Deposition)
2023-6-26	Keith Waddell and Maryse Waddell v. OSSI Development v. K&G Construction Co., Inc. (Deposition)
2023-8-11	George Botelho and Inna Botelho v. DMA Roofing Corporation, et al. (Deposition)
2023-8-17	Nona Preserve Townhomes Owners' Association, Inc. v. Mattamy Florida LLC f/k/a Mattamy (Jacksonville) Partnership d/b/a Mattamy Homes, et al. (Deposition)
2023-8-22	Oviedo Central Park HOA, Inc. v. NVR, Inc. d/b/a Ryan Homes, et al. (Deposition)
2023-8-23	Ken Sabru Construction Company, Inc. v. Christopher Cates and Joy Cates (Testimony at Trial)
2023-8-30	Villas at Emerald Lake Homeowners Association, Inc. v. Royal Oak Homes (Deposition)
2023-8-31	400 Sunny Isles Master Association, Inc., et al. v. 400 Sunny Isles, LLC, et al. (Deposition)
2023-10-3	Lakeview Pointe at Horizon West Homeowners Association, Inc. v. Pulte Home Corporation v. A&B Stucco, Inc. (Deposition)
2023-10-6	Champions Club Condominium Association, Inc. v. Len-CG South, LLC and Lennar Homes, LLC (Deposition)
2023-10-9	Clark Galbraith and Khaysy Galbraith v. Garrard Building Contractors, LLC, et al. (Deposition)
2023-10-17	Global Signal Acquisitions IV, LLC v. Robert's Diesel Service, Inc. (Deposition)
2023-10-20	Beasley Naples, LLC, et al. v. The Williams Group, Inc. v. Valmont-Southeastern Galvanizing, Inc., et al. (Deposition)
2023-10-23	Fred Redling v. Jewell Custom Builders, Inc., et al. (Deposition)
2023-10-27	Hamptons Townhome Association, Inc. v. Ashton Orlando Residential, LLC, et al. v. Sevan Plastering, Inc. and Raney Construction, Inc. (Deposition)
2023-11-15	Joan Craft v. Nelson Lebron and Jodi Lebron
2023-12-11	Earl Law v. Drees Homes of Florida, Inc. (Deposition)
2023-12-15	Townhomes of Kendall Pointe Homeowners Association, Inc. v. Dream Finders Homes, LLC (Deposition)
2023-12-19	Sawgrass Village Homeowners' Association, Inc. v. Beazer Homes Corp n/k/a Beazer Homes, LLC, et al. (Deposition)
2024-01-18	Dale Gobel and Jennifer Gobel v. Certain Underwriters at Lloyd's, London (Deposition)
2024-01-26	ABD Real Estate Holdings, LLC v Scherer Construction of North Florida, LLC and B&B Exterminating Company (Deposition)
2024-02-14	Surf RV Resort LLC v. Stabil Concrete Pavers, LLC (Deposition)
2024-02-15	Clay Peninger v. Taylor Morrison Homes (Testimony in Trial)

2024-02-29	Jesup's Landing Homeowners' Association, Inc. v. Mattamy Florida, LLC, et al. (Deposition)
2024-03-01	Anthony Chiarello, et al. v. Fenblick, LLC, et al. (Deposition)

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engineering company

www.altaengineeringco.com

REFERENCES

Project: Pelican Point at Jacksonville Beach
Contact: Bryan Healy, LCAM
First Service Residential
1901 First Street North
Jacksonville Beach, Florida 32250

Project: Sandpiper Condominium
Allana Mitchell, CAM
Lifestyles Property Services
1011 3rd Street North
Jacksonville Beach, Florida 32250

Project: Amelia South Condominiums
Contact: Tessa Clark
Associa Community Management Concepts of Jacksonville, Inc.
7400 Baymeadows Way, Suite 317
Jacksonville, Florida 32256

Project: Seawind Condominium
Contact: Catherine "Katy" Marshall, CAM
Sovereign & Jacobs
120 Sea Grove Main Street
St. Augustine, Florida 32080

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July 22, 2023

To Whom it May Concern

Re: Qualification Letter
Milestone Evaluation Report

Dear Sir/Madam:

Please consider this Letter of Qualification for the purpose of demonstrating Brett D. Newkirk, P.E.'s, qualifications to serve as the engineer performing Milestone Inspections of building structures as required by Florida Senate Bill 4-D.

Brett D. Newkirk has been a licensed Professional Engineer in the State of Florida since 2005. He is the owner and principal engineer of Alta Engineering Company. Across his 23-year career, Mr. Newkirk's primary work has been the evaluation of building structures, along with designing and overseeing the necessary repairs. This experience perfectly suites him to perform the Milestone evaluations now required by the Florida Senate. During his career, Mr. Newkirk has evaluated well over 10,000 structures throughout the southeast United States and Caribbean Islands. His company, Alta Engineering, has designed and overseen repair work to over (500) building structures. In addition to his evaluation and design work, Mr. Newkirk has also performed extensive research and testing in the building envelope arena. His findings have been published in both peer-reviewed scientific journals and industry trade magazines.

We appreciate the opportunity to provide our professional services. If you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,
alta engineering company.

Brett D. Newkirk, P.E.
Licensed, Florida 62476
Principal

BRETT NEWKIRK
LICENSE
No. 62476
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Digitally signed by Brett Newkirk
Date: 2023.09.18 16:34:55 -04'00'

This item has been electronically signed and sealed by Brett Newkirk, P.E. on the date adjacent to the seal using an SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

alta engineering company
11329 distribution avenue west
jacksonville, florida 32256
904-880-0301

Exhibit C-3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Holmes Organisation of Florida, Inc.
11512 Lake Mead Ave., Bldg. 800
Jacksonville FL 32256

CONTACT NAME: Lacey Hodge
PHONE (A/C, No, Ext): 904-575-4544 **FAX (A/C, No):** 904-645-3805
E-MAIL ADDRESS: lhodge@holmesorg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Co	40231
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALTAE-1
Alta Engineering Company
11329 Distribution Ave. W.
Jacksonville FL 32256

COVERAGES **CERTIFICATE NUMBER:** 1946088061 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			BPG3208J	4/9/2023	4/9/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			BPG3208J	4/9/2023	4/9/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		21WECAB1WLP	4/9/2023	4/9/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			BPG3208J	4/9/2023	4/9/2024	Each Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit C-3

MILESTONE REPORT

COMMUNITY INFORMATION SHEET

Date: 11/21/23

Official Community Association Name:

Park Lane Condominium Association of Jacksonville, Inc.

Property Management Company:

Company Name: Lifestyles Property Services

Contact Name: Allana Mitchell, CAM

Address: 1011 3rd Street North

Jacksonville Beach, FL 32250

Telephone: 904-432-1207

Current Board Member Information:

1. **Name:** Hugh Blanton
   Address: 1846 Margaret Street Unit 7B
   Jacksonville, FL 32204
   Telephone: (904) 716-7483
   Email: hblanton@kostoandrotella.com
   Title: President

2. **Name:** Patricia Langenbach
   Address: 1846 Margaret St 5C
   Jacksonville, FL 32204
   Telephone: (904) 612-0507
   Email: patti@ostomymcp.com
   Title: Treasurer

3. **Name:** Patrick Scaffeti
   Address: 1846 Margaret Street 8C
   Jacksonville, FL 32204
   Telephone: (954) 303-8758
   Email: pscaffetti@aol.com
   Title: Secretary

4. **Name:** Judy Czerenda
   Address: 1846 Margaret Street 9C
   Jacksonville, FL 32204
   Telephone: (305) 778-4197
   Email: jczerenda@hotmail.com
   Title: Director

5.

Name: Rebecca Cooper

Address: 1846 Margaret Street 3C
Jacksonville, FL 32204

Telephone: (904) 993-5027

Email: rcdoc@me.com

Title: Director

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

Exhibit C-3

Phase II Milestone Structural Evaluation Report

Park Lane Condominiums
1846 Margaret Street
Jacksonville, Florida 32204

October 14, 2024

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October 14, 2024

Park Lane Condominium Association of Jacksonville, Inc.
C/o: Allana Mitchell, CAM
1011 3rd Street North
Jacksonville Beach, Florida 32250
via electronic mail: allana@mylrw.com

Phase II Milestone Structural Evaluation Report
Park Lane Condominiums
1846 Margaret Street
Jacksonville, Florida 32204

As requested, we have completed the recommended additional evaluation activities recommended in our initial Milestone Assessment of the building structure at the subject condominium in Jacksonville, Florida. The evaluation is intended to serve as the Phase II Milestone Structural Inspection mandated by Florida Senate Bill 4-D (FSB-4D). This report includes a summary of the project information, our observations, and subsequent general recommendations for repair.

This report is intended for the exclusive use of Alta Engineering Company (Alta), the Building Authority having Jurisdiction (AHJ), and the building owner. Use of this report or reliance upon information contained in this report by any other party acts as an agreement by that party to the terms and conditions of the contract under which the work was performed. Any use of this report by a party for purposes beyond those intended by Alta, AHJ, and Park Lane Condominium Association of Jacksonville, Inc. will be at that party's sole risk.

We appreciate the opportunity to provide our professional services. Please contact us if there are any questions concerning this report.

Sincerely,
alta engineering company
Florida Board of Professional Engineers Certificate of Authorization No. 29095

Brett D. Newkirk, P.E.
Licensed, Florida 62476
Principal

This item has been electronically signed and sealed by Brett Newkirk, P.E. on the date adjacent to the seal using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

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1.0 GENERAL

1.1 Summary of Scope:

Alta has been contracted to perform a Phase II Inspection (Phase II) of the subject condominium building. The Phase II was recommended within our previously completed Visual Milestone Evaluation (Initial Milestone Evaluation). The purpose of Phase II is to perform testing or investigation to define the extent and requirements for repair that could not be visually identified during the Initial Milestone Evaluation. Alta's Initial Milestone Evaluation identified the following scope of work for Phase II:

1. Perform water testing of the roof and walls over Unit 14. The purpose of the testing was to determine the source(s) of water intrusion causing damage to the interior ceiling finishes of Unit 14.
2. Remove portions of cracked stucco from the north wall of the Florida room of Unit 11A, common with the north balcony deck. The purpose of this excavation was to determine the source of the cracking and the concealed substrate conditions.
3. Perform an evaluation of the south bulkhead and terrace wall to determine the source of the displaced cracking of the terrace walls above. Doing so required visual access from the river, destructive testing of some of the bulkhead finishes, coring of the ground floor slabs and sidewalk, along with the performance of soil compaction soundings and borings.
4. Destructive evaluation of the river-facing balcony guardrail post base conditions.
5. Excavation of concrete spalls in the garage ceiling below the riverside terrace to determine the cause of the spalls, the reinforcement condition and the extent of necessary repair.

To complete the foregoing tasks, Alta directed Florida Certified Contractors (FCC), a contractor engaged by the Association, to remove the identified finishes for our observations. Once finishes were removed, Alta performed observations of the uncovered structural components. Alta separately engaged Ages of Jax, Inc. to perform soil borings behind the bulkhead.

Our services have been completed in general accordance with our proposal and its attached terms and conditions.

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1.0 GENERAL

1.2 Limitations:

Generally, we have performed visual observations of accessible and readily visible building exteriors and finishes from the ground level, roof surface, common areas, and interior areas to which access was provided. Alta could not observe areas to which access was not granted. Observations were completed by trained professionals; however, deficiencies may be present that were not readily accessible, visible, or otherwise inadvertently overlooked. It was not the intent of this study to perform an evaluation of any building components other than the building structure. Further, this evaluation is not intended to serve as an exhaustive survey to document and specifically describe the location of every existing defect or to create a punch list of all defective or distressed items. Its purpose is to generally describe conditions associated only with the components being evaluated. This scope of work does not include the creation of repair specifications or drawings which may be necessary to execute the general recommendations proffered. The findings in this report are relevant to the time of our site visits and should not be relied upon to represent conditions at substantially later dates.

1.3 Manifest of Documents Reviewed:

The following documents pertaining to the subject site were provided for our review:

1. Construction drawings prepared by Roy A Benjamin—Architect, titled The *Park Lane Apartments for The Times Corporation, dated* March 24, 1926.
2. *Test Boring Record* prepared by AGES of JAX, Inc., dated August 25, 2024.
3. *Geotechnical Report* prepared by AGES of JAX, Inc., dated August 27, 2024.

2.0 BUILDING CONSTRUCTION OVERVIEW

A review of the provided documents in conjunction with our site observations identified the following building construction information:

The subject building is a sixteen-story condominium building with (33) units. The building contains a parking garage on the bottom floor. A single-story covered parking area is attached to the north wall of the tower. The south side of the building contains a single-story terrace over a parking garage. The southern property line is bounded by a reinforced concrete bulkhead with a concrete pile cap.

The building structure is a reinforced concrete and steel frame presumably supported by deep foundations. The frame typically incorporates concrete encased structural steel beams. Floor structures appear to be conventionally reinforced slabs with regularly spaced deepened ribs supported by cast concrete beams and structural steel columns encased in concrete.

Exterior walls appear to be comprised of hollow clay tiles and bricks.

The exterior veneer is painted portland cement stucco. Stucco is directly applied to the exterior concrete frame elements and clay tile infill walls.

Windows are typically fixed and single-hung aluminum, vinyl, or wood frames.

The roof is a steep-slope assembly clad with standing seam metal panels. The north garage building is clad with a built-up roof membrane with a granular-surfaced modified bitumen cap sheet. Primary drainage for the north roof is provided by through-wall scuppers. No overflow drainage is provided.

Metal sheeted corbels are positioned below the upper roof line.

Balconies are clad with polyurethane deck coatings. Cast iron picket rails are installed around the perimeter of the balconies. The balconies are typically accessed by in-swinging wood doors.

The second floor terrace is clad with a polyurethane deck coating. Its edge is confined with cast stone balustrades.

3.0 OBSERVATIONS & TEST RESULTS

The following pages contain narratives describing and photographs depicting the conditions uncovered as part of the Phase II evaluation.

The Phase II evaluation was conducted on August 26, 2024. Various exterior finishes were removed by Florida Certified Contractors (FCC) at Alta's direction to expose the substrate conditions. FCC was engaged directly by the Association to complete this work and to perform temporary coverings of the test locations.

Ages of Jax, Inc. performed coring of the concrete slabs and sidewalks on grade to provide access for soil compaction soundings and borings. Upon completion of the borings. Ages filled the boring holes and grouted the core holes.

Alta did not direct, oversee, or approve of any temporary repairs completed pursuant to the testing.

Alta performed exterior observations of the building enclosure using a drone.

Alta performed water testing of the penthouse roof and walls of Unit 14.

The results of Alta's observations and testing are contained in the following narrative.

Typical building elevations are depicted in **Photographs 3.0.1—3.0.6** for the readers' reference.

An aerial view of the site is depicted in **Figure 3.0.1.**

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3.0 OBSERVATIONS & TEST RESULTS

Photograph 3.0.1: Front (North) elevation.

Photograph 3.0.2: Right-side (West) elevation.

Photograph 3.0.3: Left-side (East) elevation.

Photograph 3.0.4: Rear (South) elevation.

Photograph 3.0.5: View from northwest corner.

Photograph 3.0.6: Plan view of tiered balconies and roof.

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3.0 OBSERVATIONS & TEST RESULTS

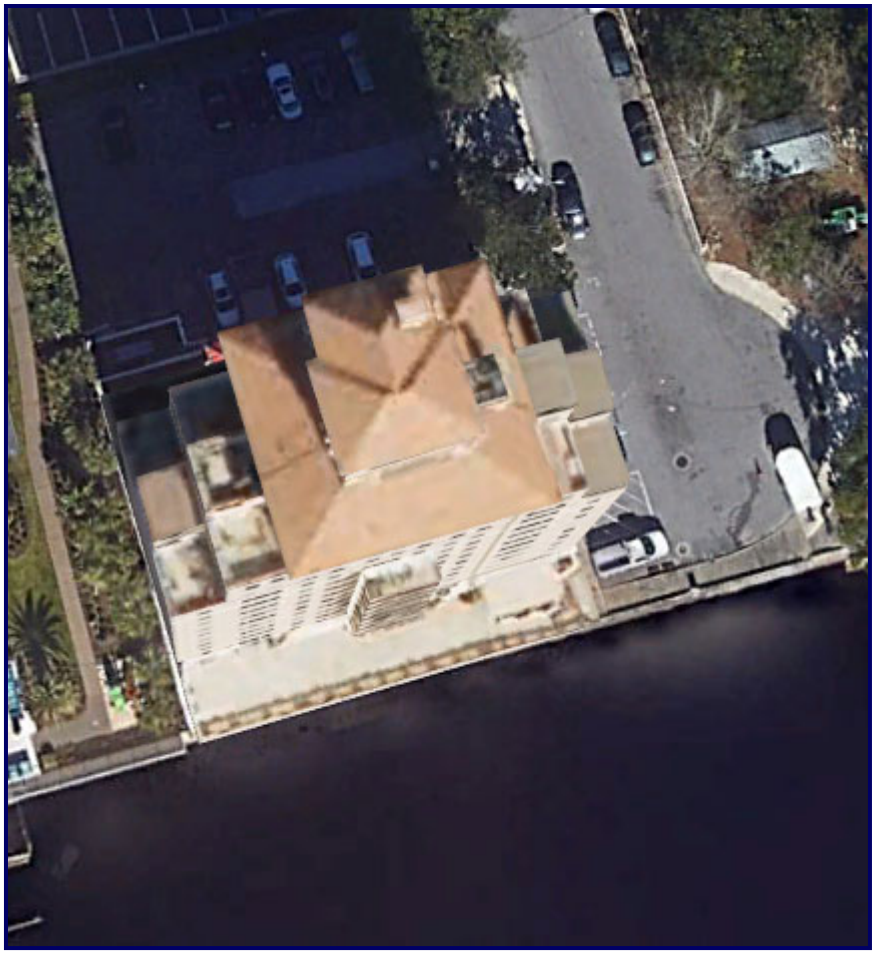

Figure 3.0.1: Aerial view of site (courtesy of *Google Earth*).

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3.0 OBSERVATIONS & TEST RESULTS

3.1 Unit 14 Penthouse Roof

Alta performed water testing in general accordance with ASTM E 2128—*Standard Guide for Evaluating Water Leakage of Building Walls*. In doing so, Alta strategically introduced water to various cladding and roofing components to determine the paths of water leakage ultimately appearing inside the unit. Generally, water was introduced from the lowest component. Water introduction was incrementally raised to successively higher components in an effort to discern which components were resulting in leaks to the interior. The following components were tested.

1. Roof penetrations for HVAC stand legs.
2. Plumbing stack roof penetrations.
3. Standing seam roof hip ridge closures.
4. Roof headwall counter flashing to stucco wall sealants.
5. Cast iron Juliet balcony penetrations through the stucco cladding.
6. Mechanical penthouse window perimeters.
7. Through-wall scuppers for abandoned boiler.
8. Cracks in stucco bands.

The results of the water testing and Alta's subsequent commentary are as follows:

Water testing of the standing seam roof surface, closures, and penetrations did not result in water entry into the elevator penthouse or the 14th floor unit. As such, the roof appears to be performing as intended. **(Photographs 3.1.1 & 3.1.2)**

Photograph 3.1.1

Photograph 3.1.2

3.0 OBSERVATIONS & TEST RESULTS

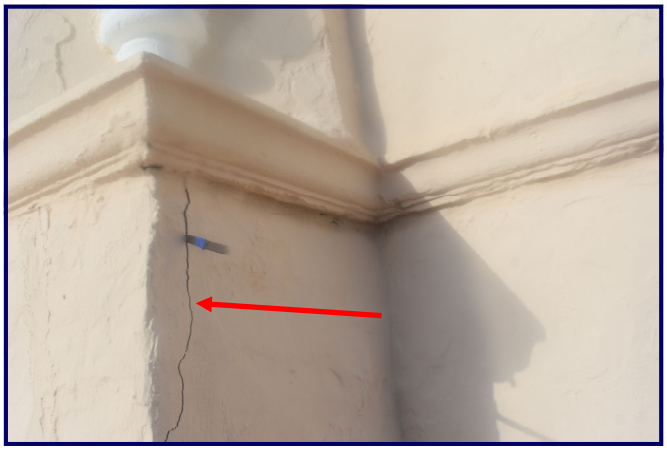
Voids were present in the counterflashing sealant applied between the stucco wall cladding and the top of the counter flashing. These voids may allow water entry into the space below when water travels on the underlayment into contact with the penetrations through the penetrating elements. These sealants should be removed and replaced. **(Photographs 3.1.3 & 3.1.4)**

Photograph 3.1.3

Photograph 3.1.4

Water testing of cracks in the stucco walls above the standing seam roof resulted in entry into elevator penthouse below. This water, if uncontained, would likely have leaked into the Unit 14 penthouse below. **(Photographs 3.1.5 & 3.1.6)**

Photograph 3.1.5



Photograph 3.1.6

3.0 OBSERVATIONS & TEST RESULTS

Water testing of the steel slat decking of the Juliet balconies also resulted in water entry into the elevator penthouse. The steel decking contained corrosion at its penetration through the stucco wall cladding. The exfoliation of the corroded steel breached the sealants and allowed water intrusion. **(Photographs 3.1.7 & 3.1.8)**

Photograph 3.1.7

Photograph 3.1.8

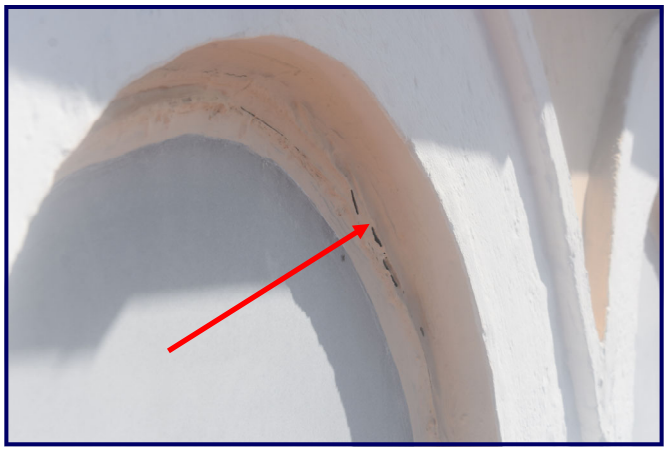
Windows are positioned on all (4) sides of the penthouse. All of the tested window assemblies leaked during water testing. The double-hung window assemblies are in a state of disrepair. The transoms of all windows were all concealed with plexiglass. Plexiglass was also positioned afront the north-facing windows. **(Photographs 3.1.9 & 3.1.10)**

Photograph 3.1.9

Photograph 3.1.10

3.0 OBSERVATIONS & TEST RESULTS

The window perimeter seals contained multiple adhesive and cohesive failures and subsequent voids. Water testing of the perimeter sealant voids resulted in the most substantial volume of water into the 14th floor unit. The sills of the window frames are not flashed. The rough opening sill framing is sloped in such a way that water ingress is prompted to migrate into the wall cavity rather than shed toward the exterior. **(Photographs 3.1.11 & 3.1.12)** Based on the foregoing, all elevator penthouse windows should be replaced. Replacement should be over new flashing applied to protect all of the rough openings. The steel Juliet balconies should also be replaced with aluminum assemblies of similar profile.



Photograph 3.1.11

Photograph 3.1.12

The north side of the building contains through wall scuppers common with an abandoned steel tank. These scuppers likely served as drains for condensate or floor washing within this mechanical space. These scupper openings are likely sources of water migration into the building during wind-driven rains. Shrouds should be positioned over these scuppers (if they are even still needed) to preclude water entry. Alternatively, the scuppers should be sealed closed. **(Photographs 3.1.13 & 3.1.14)**

Photograph 3.1.13

Photograph 3.1.14

3.0 OBSERVATIONS & TEST RESULTS

The top of the arched window band of the east side center window has an open unsealed gap that allows water migration behind the stucco. **(Photographs 3.1.15 & 3.1.16)**

Photograph 3.1.15

Photograph 3.1.16

The floor of the elevator penthouse was clad with a deck coating. However, the deck coating contains some holes from penetrations of mechanical and electrical equipment through the floor slab. These penetrations allow water to migrate through the deck coating into the mechanical room below. **(Photographs 3.1.17 & 3.1.18)**

Photograph 3.1.17

Photograph 3.1.18

3.0 OBSERVATIONS & TEST RESULTS

The decorative metal cornice lap joints are remedially sealed; however, the sealant has failed. This sealant should be removed and replaced. **(Photographs 3.1.19 & 3.1.20)**

Photograph 3.1.19

Photograph 3.1.20

Observations with a drone revealed the aluminum-capped chimney atop the penthouse roof appears to contain spalled and cracked stucco, which may also be allowing water intrusion. Access to and repair of the chimney walls may be necessary to preclude water intrusion resulting therefrom. **(Photographs 3.1.21 & 3.1.22)**

Photograph 3.1.21

Photograph 3.1.22

3.0 OBSERVATIONS & TEST RESULTS

Water cascading from the water testing of the penthouse roof resulted in a water leak through a light fixture in the ceiling of the first-floor entry roof. Vegetation was also propagating from both corners of this roof. This roof is clad with a fluid-applied membrane. The membrane should be inspected and addressed, as necessary. **(Photographs 3.1.23 & 3.1.24)**

Photograph 3.1.23

Photograph 3.1.24

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3.0 OBSERVATIONS & TEST RESULTS

3.2 10th and 12th Floor Sunrooms

The 10th and 12th floors have sunrooms between the two balcony decks on the east and west building elevations. The sunroom enclosure is supported by steel beams that are encased in brick, then clad with painted stucco.

Horizontal cracks have propagated along the length of these beams at the south wall of 12A, the north wall of 12B, the north and south walls of 10A, and the north and south walls wall of 10B. The stucco cracking was laterally displaced at the north wall of 10B. **(Photographs 3.2.1—3.2.4)**

Photograph 3.2.1

Photograph 3.2.2

Photograph 3.2.3

Photograph 3.2.4

3.0 OBSERVATIONS & TEST RESULTS

Excavation of the cracks at the north wall of 10B revealed full section loss of the encased I beam webs and flanges. The cracks observed have occurred as a result of compression strains induced on the brick by the corrosion-induced compression of the structural steel I-beam. **(Photographs 3.2.5 & 3.2.6)**

Because of the damage to the structure revealed by finish removal at 10B, Alta directed the destructive examination of the steel beams at the other balcony locations at Units 10A, 12A & 12B. Corrosion-induced section loss to the encased steel beams was discovered at each location. **(Photographs 3.2.7 & 3.2.8)**

Photograph 3.2.5

Photograph 3.2.6

Photograph 3.2.7

Photograph 3.2.8

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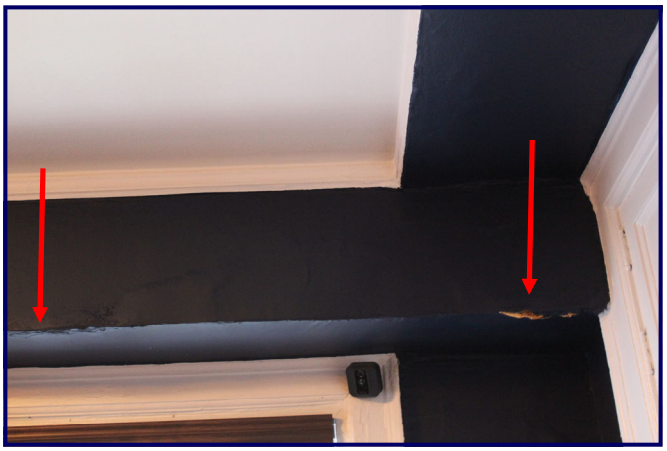
3.0 OBSERVATIONS & TEST RESULTS

Access to the building exterior was not available to destructively examine the condition of the steel encased beams along the edge of the 9th and 11th floor units. Because the corners above these units are balconies, it is possible that steel corrosion and section loss has also occurred along the balcony edge above. Water intrusion onto the ceiling of Unit 9A was reported below the balcony deck of Unit 10A above. **(Photographs 3.2.9 & 3.2.10)** Similarly, water intrusion was reported along the ceiling of Unit 11B and below the balcony of Unit 12B. Water is likely and has likely come into contact with the encased steel beams below. **(Photographs 3.2.11 & 3.2.12)** Removal of the interior finishes and interior brick encasement would be required to determine the same.



Photograph 3.2.9

Photograph 3.2.10

Photograph 3.2.11

Photograph 3.2.12

3.0 OBSERVATIONS & TEST RESULTS

It appears that the corrosion of these beams is induced by water intrusion through the balcony decks over the years. Because these are the only encased beams susceptible to moisture impact from leaking balcony decks, it is presumed that only these encased steel beams require remediation. Observations with a drone did not reveal similar cracking of the stucco common with the primary building walls. However, Alta cannot opine as to the condition of the encased steel beams that comprise the exterior frame of the tower without destructive removal of interior finishes.

Based on the foregoing, replacement of these beams will be required at all sunroom locations and likely below all balcony edges. Observations from within the units would be necessary to observe the condition of the concealed steel beams that are flush with the exterior building walls.

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3.0 OBSERVATIONS & TEST RESULTS

3.3 Bulkhead

The south-facing 2nd floor terrace has a balustrade wall and stair. The eastern portion of the balustrade is leaning outward. The southeast walls below the terrace have stress cracks common with and below the southeast stairs. These cracks appear to indicate settlement or an outward wall rotation. The southwest corner of the terrace wall also contains stress cracks. These symptoms suggest potential bulkhead restraint failure or soil loss behind the bulkhead. Accordingly, Alta undertook an evaluation of the bulkhead to determine the source of distress to the terrace walls above. **(Photographs 3.3.1 & 3.3.2)**

As background, the primary building tower is supported by concrete columns over large spread footings. The outer edge of the terrace deck is supported by brick pilasters that extend inward from the south brick wall. These pilasters likely have much shallower foundations than those for the tower.

Observations of the bulkhead from the river side revealed the following:

1. The bulkhead contains a myriad of cracks and spalls due to corrosion of steel reinforcement. **(Photographs 3.3.3 & 3.3.4)**

Photograph 3.3.1

Photograph 3.3.2

Photograph 3.3.3

Photograph 3.3.4

3.0 OBSERVATIONS & TEST RESULTS

2. The bulkhead is cracked around the drain pipe penetrations. **(Photographs 3.3.5 & 3.3.6)**
3. The original tie backs contain severely corroded exposed anchor heads. The anchor heads are not apparent. **(Photographs 3.3.7 & 3.3.8)**

Photograph 3.3.5

Photograph 3.3.6

Photograph 3.3.7

Photograph 3.3.8

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3.0 OBSERVATIONS & TEST RESULTS

4. The southwest connection to the vinyl sheet pile wall of the adjacent property does not appear to be connected. The bulkhead for Park Lane does not return north. **(Photographs 3.3.9 & 3.3.10)**
5. A clay pipe penetration through the bulkhead had been obstructed with grout. **(Photograph 3.3.10)**

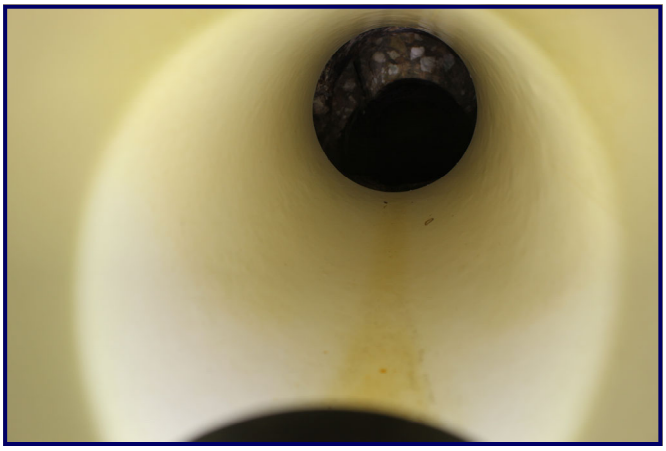
Photograph 3.3.9

Photograph 3.3.10

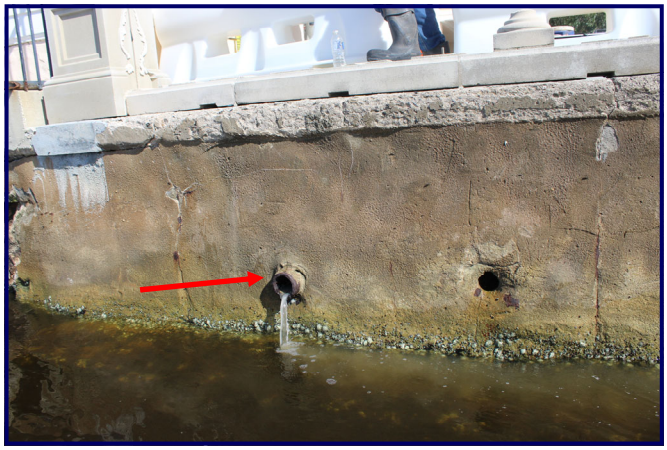
3.0 OBSERVATIONS & TEST RESULTS

6. A PVC pipe segment had been inserted into a cast iron drain outlet through the bulkhead. The cast iron pipe contained a large open void inboard of the PVC insert, landward of the bulkhead. **(Photographs 3.3.11 & 3.3.12)**
7. A cast iron drain pipe penetration east of the building conducted the drainage of drilling mud during the geotechnical exploration by Ages. This indicates that there is a hole in the pipe below the sidewalk and behind the bulkhead. Moreover, drilling mud was also observed migrating out of an apparent cold joint between wall segments. This indicates that soil erosion is likely occurring through this crack. **(Photographs 3.3.13 & 3.3.14)**

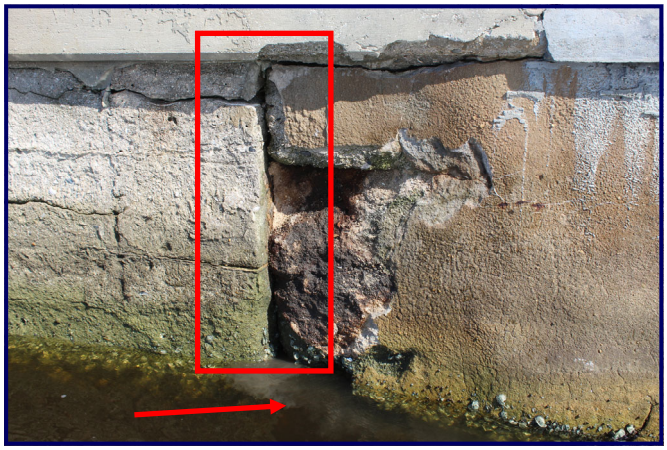
Photograph 3.3.11



Photograph 3.3.12



Photograph 3.3.13



Photograph 3.3.14

3.0 OBSERVATIONS & TEST RESULTS

Alta directed Ages to core the concrete in (3) locations along the backside of the bulkhead. The cores were intended to provide access for observation of soil voids, compaction soundings, and soil borings. Observations relative to these core holes were as follows:

1. Cores through the garage floor slab and manual hand auger borings revealed very loose compaction and a loss of soil support below the garage and sidewalk slabs.
2. Water and drilling mud flowed out of the 4-inch diameter cast iron drainpipe penetration through the bulkhead when the sidewalk nearest to the drain pipe was cored. (Note that the pipe was not penetrated by drilling. This indicates that the pipe walls are breached below the sidewalk. **(Photographs 3.3.15 & 3.3.16)**
3. A ~1.5-inch deep void above the soil surface was present below the underside of the sidewalk. This condition was likely caused by soil loss by way of erosion through breaches in the aforementioned drain pipe.
4. Water introduction to the interior floor drains of the garage did not reveal a visible exit through an outlet in the bulkhead.

Photograph 3.3.15

Photograph 3.3.16

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3.0 OBSERVATIONS & TEST RESULTS

5. A ~2-inch deep void above the soil surface was present below the underside of the garage slab near the southwest building corner. A ~16" void was also present ~6" below the underside of slab. This condition was also likely caused by soil loss by way of erosion through breaches in the wall and/or drain pipe. **(Photographs 3.3.17 & 3.3.18)**
6. The slab core performed at the southwest corner of the garage revealed (2) layers of concrete, one of which was below the vapor barrier. The presence of a second layer of concrete potentially suggests a prior remedial grout injection to address this same concern in the past. **(Photographs 3.3.19 & 3.3.20)**

Photograph 3.3.17

Photograph 3.3.18

Photograph 3.3.19

Photograph 3.3.20

3.0 OBSERVATIONS & TEST RESULTS

The bulkhead outboard of the south terrace walls is constructed with coquina-aggregate concrete. The original tie back anchors are completely corroded. The wall has numerous cracks and spalls. The wall also has several cast-iron drainpipe penetrations. The drainpipes may be from the garage floor drains; however, water introduction into them did not result in visible water exit. (Draining water may be exiting through concealed corrosion holes in the buried pipes.) The cast iron pipes are severely corroded resulting in complete failure of the pipe walls and holes in the pipe where it extends to the landside of the wall. These holes in the pipes allow soil from behind the walls to migrate from under or beside the wall/pilaster/stair supports. This erosion was demonstrated by drilling mud spilling out of the pipe from a soil boring performed several feet away on the southeast corner of the terrace. Cracks and spalls in the bulkhead are also sources of soil loss from beneath the slab and wall foundation.

The slow soil loss below the south terrace wall will likely worsened with time, causing additional cracking and outward wall rotation. Fortunately, the localized soil loss below the south terrace wall does not appear to affect the primary building foundation.

Given the age of the bulkhead, the multiple cracks, spalls and cold joint separations, and the apparent deterioration of its tie backs, the installation of a new bulkhead afront the existing is recommended to abate this cracking. Retrofitting the original wall will not likely be reliable given the likely deterioration of its tie backs and the corrosion of its internal reinforcement. The garage floor drains should be re-piped as part of this work. All aged and abandoned drain outlets through the bulkhead should be filled to preclude future erosion. After the new wall is constructed. Loose soils and void spaces below the slab and foundation can be filled with a chemical grout. The locations below slab (and below terrace column/wall footings) could be determined with ground penetrating radar (GPR). Once complete, cracks in the walls should be sealed and monitored for future propagation.

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3.0 OBSERVATIONS & TEST RESULTS

3.4 Guardrails

The south (river) facing balconies are protected with cast-iron guardrails. The guardrail cap rail is mechanically anchored to the wall. The posts are embedded in the concrete balcony slabs. The base of these guardrails have experienced corrosion-induced section loss common with their embedment into the concrete slab. **(Photographs 3.4.1—3.4.4)** The corroded post bases have been prepared and painted, thus concealing the corrosion. The corrosion-induced section loss has reduced the solid steel posts from their original 1-inch square profile to a profile of less than 1/2-inch in diameter. This reduction constitutes approximately 75-percent of the original post cross-section. The section loss detrimentally impacts the structural capacity of the rail assembly. Fortunately, the cap rail is anchored to the building wall, such that an outward force on the balcony rail is not entirely transposed into the post base. Notwithstanding, the guardrails should be retrofit or replaced to restore their structural integrity.

Photograph 3.4.1

Photograph 3.4.2

Photograph 3.4.3

Photograph 3.4.4

3.0 OBSERVATIONS & TEST RESULTS

The rail pickets are spaced 5-inches apart. Current code requires a picket spacing no greater that 4-inches.

The guardrail height is 36-inches. Current code requires a minimum rail height of 42-inches.

If replaced, the rail height and picket spacing should be increased to address potential life-safety concerns. Doing so could be achieved while still maintaining the general appearance of the rails for historic preservation purposes.

3.0 OBSERVATIONS & TEST RESULTS

3.5 Garage Overhead Concrete Spalls

The garage ceiling is the underside of the river terrace deck. The elevated slab, its ribs, and primary transverse beams all contain spalls. The ceiling is also replete with prior concrete repairs. Some of the repairs are cracked through. The spalls result from the corrosion of embedded reinforcing, which induces an outward pressure on its confining concrete.

Spalls in the reinforced concrete structure of the terrace have two causes:

The ribbed one-way slabs are reinforced with conventional #5 rebars. Repair of these spalls can be completed using conventional ICRI methods. **(Photographs 3.5.1—3.5.4)**

Photograph 3.5.1

Photograph 3.5.2

Photograph 3.5.3

Photograph 3.5.4

3.0 OBSERVATIONS & TEST RESULTS

Spalls in the girders carrying the one-way slabs result from corrosion of the encapsulates steel I beams. The spalled and cracked concrete will need to be removed from these encased steel beams so that they can be cleaned, primed, and coated with a zinc-rich paint. Upon completion, the steel can then re-encapsulated with concrete. **(Photographs 3.5.5 & 3.5.6)**

The deteriorating concrete is isolated to that which is below the terrace. As such, it is apparent that water penetration though the terrace deck is the likely cause of the spalling concrete. Observations of the deck surface revealed numerous breaches and cracks. **(Photographs 3.5.7 & 3.5.8)** This deck coating should be removed and replaced to preclude water penetration into the concrete structure.

Photograph 3.5.5

Photograph 3.5.6

Photograph 3.5.7

Photograph 3.5.8

4.0 SUMMARY OF RECOMMENDATIONS FOR REPAIRS

Based on the observations described in prior sections of this report, Alta offers the following general recommendations for repair. Please note that these recommendations are intended to serve as a general description of the work and are not appropriate to serve as a specification for the work that would be used for permit and execution. If desired, Alta can prepare the necessary construction drawings and specifications for this purpose.

4.1 Penthouse Roof

1. Replace mechanical penthouse windows and their perimeter sealants. Installation of new windows shall incorporate rough opening flashings.
2. Remove Juliet balconies from above the standing seam roof. Modify the deck supports so that the slatted deck does not require penetration of the stucco or replace the balconies with aluminum assemblies of similar profile.
3. Remove and replace counterflashing sealants between the penthouse roof and walls.
4. Seal headwall closures and hip ridge closures.
5. Seal all HVAC stand leg penetrations and wall penetrations.
6. Detail all stucco cracks with a brush-grade sealant and paint the full height of the walls above the standing seam roof. Note that cracks related to corrosion of the underlying encased steel beams, will require a structural repair of the beam.
7. Remove and replace distressed stucco from the chimney structure above the top penthouse roof.
8. Baffle exterior scupper penetration in the north west wall.
9. Remove and replace cornice lap joint sealant.

4.2 Balconies/Sunrooms

1. Remove interior or provide access to remove exterior finishes to examine the beam condition below exterior balcony edges.
2. Shore the floor structure above.
3. Remove the corroded steel beams.
4. Replace the beams with conventionally reinforced concrete beams.
5. Replace affected interior and exterior finishes to match.
6. Apply new deck coating to all balcony surfaces. Ensure integration across all scupper openings and sealing of wall caps.

4.3 Bulkhead/Terrace

1. Confirm drain pipes through the bulkhead are abandoned.
2. Camera garage floor drain pipes to determine if they are breached. Replace if so.
3. Fill, replace or redirect drain pipes that penetrate the bulkhead.
4. Construct new bulkhead afront the existing.
5. Detect voids below garage slab and footings with GPR.

4.0 SUMMARY OF RECOMMENDATIONS FOR REPAIRS

6. Inject chemical grout below the south wall and pilaster foundations to fill soil voids and poorly consolidated soils.
7. Repair separations/finishes to the structure above.

4.4 Guardrails

1. Remove and replace the existing guardrails with new coated aluminum (or cast iron) assemblies of kind profile, but with 42-inch height and 4-inch picket spacing.

4.5 Garage

1. Shore the structure prior to implementing repairs.
2. Perform conventional concrete repairs to overhead spalls resulting from corrosion of rebars.
3. Remove concrete encapsulation around the garage beams experiencing cracking of the encapsulation.
4. Prepare, galvanize, and prime the exposed steel beams.
5. Replace the concrete encapsulation.
6. Remove and replace the deck coating and all ancillary sealants from the terrace surface.

4.6 Other

1. Perform other repairs recommended by the Milestone Phase I Inspection.
2. Remove the existing first floor entry canopy roof. Prepare the surface and apply a new fluid -applied roof membrane.

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5.0 CLOSING

The opinions expressed herein are based upon the author's education, training, and experience. All opinions are expressed to a reasonable degree of engineering certainty. The contents of this report address Alta's understanding of the allegations and the information reviewed to date. If additional information is provided or discovered following the issuance of this report, Alta reserves the right to amend and/or supplement this report.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Design Build Services - Federally Funded Horizontal/Civil Design

Requested Action and Justification:

Recommend approval to rescind Amendment 1A for the Memorial Park Balustrade as described in Exhibit C-1 which was approved 9/20/24. Amendment 1B, approved 2/13/25, encompasses both the balustrade and the bulkhead. Due to the timing of contracts sent to the contractor, the contractor would like it clear the work requested is only for Amendment 1B. Therefore, rescinding 1A would eliminate the appearance of the balustrade work being duplicated. The not to exceed limit will be $531,046.35.

Supplier:	J.B. Coxwell Contracting, Inc.	**Basis of Award:**	HPTA	**BID Opening Date:**	04/24/2024

POA #:	71541-24	**PO #:**	687492-25	**Change Order #:**	N/A
Solicitation #:	CB CDB-0142 23	**Contract #:**	71541-24	**Contract Amd #:**	1B Should be 1C
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	Yes	**JSEB Rec:**	N/A	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	N/A		

Fund:	10602	**Center:**	12201	**Acct:**	549040	**Proj:**	00000000	**Activity:**	00001879	$ -45,977.65
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 531,046.35	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT			
Concurrence:	Signed by: Coxwell, Jonathan D.E.	**Title:**	ACTING CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	4/25/2025
Concurrence:	Signed by: Powers, Keith	**Title:**	DIRECTOR OF FIRE AND RESCUE	4/29/2025
Concurrence:	Signed by: Nina Suckle 1EFA2230D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	4/30/2025
Concurrence:		**Title:**		

Procurement Analyst/Buyer:	Signed by: kemp, Benjamin 17483D5CD0EE4C1...	**Chief of Procurement:**	DocuSigned by: B19F1D517352456... 5/6/2025
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121556246B1...
Date:	5/15/2025	**Date:**	5/15/2025

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

PAF Instructions
Part 1 (using agency)

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

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

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

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

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

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

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

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

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

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

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

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

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

Options: Period of time for each renewal or option.

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

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

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

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

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

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

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

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

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

Title: Title of person electronically signing form.

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

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Design Build Services - Federally Funded Horizontal/Civil Design - CDB-0142-23

Requested Action and Justification:

Recommend approval to amend the award with J.B. Coxwell Contracting, Inc. to incorporate Amendment #1B for the Memorial Park Bulkhead and Balustrade as described in Exhibit C-2. Total increase amount is $531,046.35. The new total not to exceed $577,024.00

Supplier:	J.B. Coxwell Contracting, Inc.	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	01/24/2024

POA #:	71541-24	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	DB CDB-0142 23	**Contract #:**	71541-24	**Contract Amd #:**	Amendment #1B
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32111	**Center:**	153119	**Acct:**	565051	**Proj:**	001218	**Activity:**	00000000	$ 531,046.35
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	577,024.00	**Contingent Amt:**	0	**DMP/ODPO Amt:**	0

Using Agency/BU:	PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT		
Concurrence:	Signed by: [signature]	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/4/2025
Concurrence:	DocuSigned by: Nina Sicker EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 2/5/2025
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 1249D5B9EF4E...	**Chief of Procurement:**	DocuSigned by: B19F1D517352456... 2/11/2025
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E121556246B1...
Date:	2/13/2025	**Date:**	2/13/2025

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

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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EXHIBIT C-2

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

January 02, 2025 (Revision #1)

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

Re: Fee Proposal for Memorial Park Bulkhead & Balustrade
Design-Build Services for Fed. Funded Horizontal/Civil Projects for City of Jacksonville
City Contract No. 71541-24

Dear Mr. Scott, P.E.:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to submit for your review and consideration the following design-build scope of services and attached lump sum fee proposal for the above referenced project. The scope of work in the attached Fee proposal includes one hundred percent (100%) marine structural design services for the removal and replacement of the Balustrade wall, the installation of a new bulkhead and sixty percent (60%) civil design services for the length of the river frontage at Memorial Park based on the provided DCP and project site visits. Design, geotechnical evaluations, and permitting services are limited to the design scope in Inwater's and GAI's proposal and does not include Tenset approval.

The proposed lump sum amount for the balustrade design is $58,272.50. The proposed lump sum amount for the bulkhead design is $472,773.85. The proposed total lump sum amount for the bulkhead and balustrade design is $531,046.35. The design services fees do not include a project contingency. The project contingency is for the Design-Builder's benefit and not for changed field conditions, unknown field conditions or added scope of work. It is anticipated that the permitting process for this wall will take four to six months. The work related to the scope in this proposal (design and permitting) will be completed within two hundred forty calendar days (240) from notice-to-proceed (NTP).

This lump sum proposal is inclusive of only those services noted on the attached fee summary and which are anticipated at this time. No services or work other than those noted in the fee proposal are included. In addition, any unknown condition(s) which may surface during construction or any other increase in scope of services may result in a request for applicable fees. No work will proceed however, without first obtaining approval from the City of Jacksonville (COJ) for any applicable services.

It is our understanding that the design of the existing bulkhead is not available to our Design Team. After several site visits it was determined by COJ Staff to install a new bulkhead with the new balustrade. It is assumed that the new bulkhead will consist of steel sheet piling (cantilever or anchored with soil anchors) with a concrete bulkhead. The balustrade wall will be designed in conjunction with Precast and Restoration Services to match the previous COJ design aesthetic with additional strengthening. It is assumed that the lighting will be reinstalled on the pedestals with conduit in front of the balustrade wall. The civil design services are limited to the area affected by the construction of the bulkhead and balustrade wall to a distance approximately 50 feet from the wall.

After 60% design is completed, JBCCI will provide an additional 100% construction GMP proposal for the bulkhead, balustrade wall and restoration. This construction work is anticipated to be completed within

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eight months from commencement after permits are provided. It is our understanding that FEMA fundings may be involved with this project as it pertains to the balustrade and JBCCI/GAI/Inwater will work with COJ as instructed to assist in the process.

Budget proposals have previously been provided and if the design changes and warrants a budget adjustment prior to GMP, JBCCI will notify COJ of any cost implications that result from field investigations. Warranties and/or guarantees cannot be provided for the balustrade reconstruction to withstand named storms (hurricanes/tropical storms).

This proposal is valid for 30 days and we have engineers available to start this work immediately. We are again very appreciative of the opportunity to provide you with our design-build services. Should you have any questions or need any further information, please do not hesitate to contact us.

Regards,
J.B. Coxwell Contracting, Inc.

Josh Sowards

Josh Sowards
Director of Design Build Services

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EXHIBIT C-2

Contract Fee Sumary for Engineering Division
DB Services for Fed Funded - Horizontal/Civil Engineering Projects
City of Jacksonville, FL

PART I - GENERAL

1. Project COJ DB Fed Fund- Memorial Park 100% Ballustrade Design Services	**2. City Contract Number** 71541-24
3. Name of Contractor **J. B. Coxwell Contracting, Inc.**	**4. Date of Proposal** 1/2/2025

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Costs	TOTAL
Principal (Senior Officer)	$ 110.00	4.00	$ 440.00	
Director of Design Build Services (Responsible Prof.)	$ 100.00	38.00	$ 3,800.00	
Project Manager	$ 85.00	4.00	$ 340.00	
Administrative Assistant	$ 40.00	3.00	$ 120.00	
Estimator	$ 75.00	3.00	$ 225.00	
Estimating Assistant	$ 55.00	3.00	$ 165.00	
Staff Accountant	$ 60.00	-	$ -	
			TOTAL DIRECT LABOR	$ 5,090.00
6. OVERHEAD (Combined Fringe Benefits & Administrative) ***Overhead Rate 54.46%***				$ 2,772.01
			LABOR SUB-TOTAL	$ 7,862.01

PART III - OTHER COSTS

7. MISCELLANEOUS DIRECT COSTS	
Misc. Direct Expenses	$ 500.00
MISCELLANEOUS DIRECT COSTS TOTAL	$ 500.00
8. SUBCONSULTANTS/SUBCONTRACTORS	
Inwater Engineering, Inc. (Marine Design - 100% Design)	$ 43,830.11
SUBCONSULTANTS / SUBCONTRACTORS TOTAL	$ 43,830.11
OTHER COSTS SUB-TOTAL	$ 44,330.11

PART IV - CONTINGENCY

9. CONTINGENCY	x ***0%***	

PART V - FEE SUMMARY

SUBTOTAL - (Parts II & III, IV)		**$52,192.12**
10. Design Builder Fee (Parts II & III)	x ***10.0%***	$ 5,219.21
11. Payment & Performance Bond		**$861.17**
GRAND TOTAL (1-11)		**$ 58,272.50**

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EXHIBIT C-2

Contract Fee Sumary for Engineering Division
DB Services for Fed Funded - Horizontal/Civil Engineering Projects
City of Jacksonville, FL

PART I - GENERAL

1. Project COJ DB Fed Fund- Memorial Park 100% Marine Struct., 60% Civil Bulkhead Design Services	**2. City Contract Number** 71541-24
3. Name of Contractor **J. B. Coxwell Contracting, Inc.**	**4. Date of Proposal** 1/2/2025

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Costs	TOTAL
Principal (Senior Officer)	$ 110.00	6.00	$ 660.00	
Director of Design Build Services (Responsible Prof.)	$ 100.00	160.00	$ 16,000.00	
Project Manager	$ 85.00	16.00	$ 1,360.00	
Administrative Assistant	$ 40.00	16.00	$ 640.00	
Estimator	$ 75.00	16.00	$ 1,200.00	
Estimating Assistant	$ 55.00	6.00	$ 330.00	
Staff Accountant	$ 60.00	-	$ -	
			TOTAL DIRECT LABOR	$ 20,190.00
6. OVERHEAD (Combined Fringe Benefits & Administrative) ***Overhead Rate 54.46%***				$ 10,995.47
			LABOR SUB-TOTAL	$ 31,185.47

PART III - OTHER COSTS

7. MISCELLANEOUS DIRECT COSTS	
Misc. Direct Expenses	$ 1,000.00
MISCELLANEOUS DIRECT COSTS TOTAL	$ 1,000.00
8. SUBCONSULTANTS/SUBCONTRACTORS	
GAI Consultants, Inc. (Civil Design - 60% Design)	$ 45,419.22
Inwater Engineering, Inc. (Marine Design - 100% Design)	$ 345,838.07
SUBCONSULTANTS / SUBCONTRACTORS TOTAL	$ 391,257.29
OTHER COSTS SUB-TOTAL	$ 392,257.29

PART IV - CONTINGENCY

9. CONTINGENCY	x ***0%***	

PART V - FEE SUMMARY

SUBTOTAL - (Parts II & III, IV)		**$423,442.76**
10. Design Builder Fee (Parts II & III)	x ***10.0%***	$ 42,344.28
11. Payment & Performance Bond		**$6,986.81**
GRAND TOTAL (1-11)		**$ 472,773.85**

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EXHIBIT C-2

gai consultants
transforming ideas into reality

December 19, 2024

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

Subject: RFQ: CDB-0142-23: Memorial Park Bulkhead Wall Repairs – Landside Improvements

Dear Mr. Sowards,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Design Fee Proposal to provide preliminary design services for the subject project.

Background

The JB Coxwell Contracting, Inc. (JBCCI)-GAI Consultants, Inc. (GAI) Design-Build Team (DB Team) has been requested to submit a proposal for the replacement of the existing bulkhead wall and balustrade system at Memorial Park in the Riverside Neighborhood of Jacksonville.

Pursuant to discussions between JBCCI and GAI, it has been decided that Inwater Engineering will provide for all project surveying, geotechnical, and structural engineering services. GAI will provide for all design and permitting services for the landside improvements proposed within 50-feet of the existing wall, for the length of the river frontage at the park.

Under this proposal, GAI intends to perform field data collection and develop a 60% design plans suitable for development of a Guaranteed Maximum Price (GMP) final design, permitting, and construction proposal.

Scope of Work

GAI will provide the following services:

- Conduct initial site visits to assess and evaluate the existing conditions. These efforts will include photographic documentation of the above ground conditions.
- Meet with the City up to two (2) times to review the design of the landside improvements including but not limited to material and site furniture selections.
- Design the renovated landside improvements consisting of improved pedestrian walkway, site furnishing, landscape, and hardscape improvements within 50-feet of the existing wall.
    - All survey data will be provided by others.
- Provide 60% construction drawings for the site improvements.
- Provide 60% quantities based on the design.
- GAI will work with the City of Jacksonville to identify what permits, if any, are required to allow the construction of the landside improvements. These permits, if any, will be obtained as part of GAI's efforts under the 100% GMP Proposal. No permitting is included under this scope of work.

Exclusions

- Site Lighting – it is assumed all existing site lighting will remain in place.
- Irrigation Design. Any irrigation design needs identified will be provided for as part of the final design and permitting proposal.

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If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Nick Mousa, AICP
Assistant Vice President

Attachments: Fee Summary

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT C-2

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

PART I - GENERAL	
1. Project - Federal Funded Misc. DB Contract Memorial Park Site Improvements - Preliminary Design	**2. Project Number** TBD
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 12/19/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 131.25	4	$ 525.00	
Sr. Project Manager	$ 114.45	24	$ 2,746.80	
Project Manager	$ 105.00	0	$ 0.00	
Techincal Leader	$ 110.25	0	$ 0.00	
Lead Engineer	$ 97.02	10	$ 970.20	
Senior Project Engineer 2	$ 89.30	0	$ 0.00	
Senior Project Engineer 1	$ 79.70	0	$ 0.00	
Engineer 2	$ 69.20	48	$ 3,321.60	
Engineer 1	$ 57.98	0	$ 0.00	
Engineer Intern	$ 44.19	80	$ 3,535.20	
Senior Designer	$ 55.13	0	$ 0.00	
Designer/Sr. CADD Technician	$ 42.01	0	$ 0.00	
LA Director	$ 99.75	4	$ 399.00	
Sr. LA Manager	$ 74.09	8	$ 592.72	
Project LA	$ 64.22	18	$ 1,155.96	
LA Technician	$ 38.43	40	$ 1,537.20	
Planning Manager	$ 80.00	0	$ 0.00	
Sr Planner	$ 69.00	0	$ 0.00	
Planner	$ 54.00	0	$ 0.00	
CADD Technician	$ 29.37	0	$ 0.00	
Clerical	$ 29.69	4	$ 118.76	
Survey Manager (PSM)	$ 79.33	0	$ 0.00	
Three Man Survey Crew	$ 110.48	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 14,902.44**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.85%				$ 26,205.94
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 41,108.38**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 4,110.84
			SUB-TOTAL SALARY RELATED COSTS	**$ 45,219.22**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS (Lump Sum)	$ 200.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 200.00**
10. SUBCONTRACTS (Lump Sum)	$ -
SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 45,419.22**

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EXHIBIT C-2

INWATER
engineering

January 2, 2025

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

RE: PROPOSAL FOR MEMORIAL PARK BALLUSTRADE REPLACEMENT| JACKSONVILLE, FLORIDA

Josh,

This proposal has been prepared for the above-referenced "Project", pursuant to your request.

PROJECT UNDERSTANDING

The City of Jacksonville (COJ) has requested that J.B. Coxwell Contracting ("JBC") design and construct approximately 650 linear feet of new bulkhead and balustrade at Memorial Park, which is located southwest downtown Jacksonville on Riverside Avenue. The existing bulkhead features a concrete balustrade that was heavily damaged by wave activity in recent storm events. Under a separate scope of services, JBC has requested that Inwater Engineering provide necessary investigations, engineering design, permitting and construction administration services for the bulkhead structure. This proposal is limited to design of the replacement balustrade.

SCOPE OF SERVICES & SCHEDULE

Task 1 – Data Collection

Proposed work includes review of any available record information provided by COJ, participate in one in-person kickoff meeting with COJ, collect field data for design, and coordinate design criteria with the COJ and JBC.

Task 2 – Design Development

Proposed work includes the structural engineering of the balustrade, excluding upland improvements and utilities that will be designed by others. The balustrade will be designed to match the previous COJ design aesthetic, and the corresponding details will be incorporated into the bulkhead submittals.

1. 30% Draft Construction Drawings
    a. Estimated completion within 4 weeks following completion of Task 1 and completion of pre-application meetings with regulatory agencies.
2. 90% Draft Construction Drawings

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

   a. Estimated delivery within 4-6 weeks following receipt of review comments on the 30% Submittal.
3. Issued for Construction (IFC) Submittal
   a. Estimated delivery within 2-4 weeks following receipt of comments the 90% Submittal.

Key assumptions and limitations include the following:

- It is understood that there is an existing Ballustrade Supplier identified by COJ, and previous balustrade details will be provided by COJ. Coordination with the Ballustrade Supplier to revise fabrication details and materials to improve resilience to coastal actions is included. However, the new balustrade will not be otherwise designed to withstand wind, wave or debris impacts during storm events.
- Ballustrade details will be incorporated into the bulkhead submittal packages. Standalone submittals are excluded.
- Engineering and design services not explicitly identified are excluded, including but not limited to: landscaping, coastal, site civil, utilities (i.e. M/E/P) and environmental engineering.
- Submittals will consist of Construction Drawings only. Technical specifications for construction will be provided as General Notes on the 90% and Issued for Construction Drawings submittals.
- Engineering calculation packages are excluded.
- Drawing packages for the bulkhead will be standalone. CAD will comply with Inwater Engineering's internal standards, utilizing a standard COJ Cover Sheet. CAD files will be provided with the IFC Submittal.

Task 4 – Construction Services

Construction administration services will generally consist of submittal reviews, responding to RFI's, and participating in regular (biweekly on average) progress meetings.

Key assumptions and limitations include the following:

- Materials testing is excluded.
- The total estimated construction duration is assumed to be approximately 8 months.
- As-built records, if required, will be developed by others as red-line markups.

General Limitations

Key limitations are as follows:

1. This proposal is valid for 30 days from the date transmitted.
2. The proposed fee is contingent upon acceptance of the separately issued proposal for the bulkhead design.
3. Estimated task durations identified in this proposal are estimated guidelines only and are subject to change as the project advances. These estimates will necessitate immediate attention and timely responses from all contracted parties and regulatory authorities. Inwater Engineering is not responsible from deviations from this schedule.

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4. All documents will be provided electronically, and hard copies are excluded.
5. Total estimated contract duration is 16 months.

Fee

The total fee for the stated services is $43,830.11, as summarized in Exhibit A.

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CLOSURE

Thank you for the opportunity to collaborate with you.

Sincerely,

Craig McGillawee, PE
President

Enclosure:

- *Exhibit A – Inwater Engineering Fee Sheet*

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT A
CONTRACT FEE SUMMARY

PART I - GENERAL	
1. Project: Memorial Park Ballustrade Replacement	**2. Project Number**
3. Name of Consultant Inwater Engineering, Inc.	**4. Date** 1/2/2025

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Sr. Engineer	$ 85.23	90	$ 7,670.70	
CAD Designer	$ 59.78	108	$ 6,456.24	
Admin	$ 56.82	16	$ 909.12	
			TOTAL DIRECT LABOR	$ 15,036.06
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 165.00%				$ 24,809.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 39,845.56**
8. PROFIT: Labor Related Costs (Item 7)			10%	$ 3,984.56
			SUB-TOTAL LABOR RELATED COSTS	**$ 43,830.11**

PART III - OTHER COSTS		
9. MISCELLANEOUS DIRECT COSTS		
Office expenses	$ -	
Travel / Mileage	$ -	
	$ -	
	$ -	
	$ -	
	MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$ -
10. SUBCONTRACTS		
Subcontractor Markup 10%		$ -
	SUBCONTRACTS SUB-TOTAL	$ -
11. REIMBURSABLE COSTS (Limiting Amount)		
	REIMBURSABLE COSTS SUB-TOTAL	$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Items 7, 8, 9, 10 and 11)	**$ 43,830.11**

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT C-2

INWATER
engineering

January 2, 2024

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

RE: PROPOSAL FOR MEMORIAL PARK BULKHEAD REPLACEMENT, REVISION 2 | JACKSONVILLE, FLORIDA

Josh,

This proposal has been prepared for the above-referenced "Project", pursuant to your request.

PROJECT UNDERSTANDING

The City of Jacksonville (COJ) has requested that J.B. Coxwell Contracting ("JBC") design and construct approximately 650 linear feet of new bulkhead and balustrade at Memorial Park, which is located southwest downtown Jacksonville on Riverside Avenue. The existing bulkhead features a concrete balustrade that was heavily damaged by wave activity in recent storm events. JBC has requested that Inwater Engineering provide necessary investigations, engineering design, permitting and construction administration services for the bulkhead structure. Similar scope for the balustrade will be performed under a separate scope of services. Upland improvements, including utilities, will be designed by others.

SCOPE OF SERVICES & SCHEDULE

Task 1 – Data Collection

Proposed work includes review of any available record information provided by COJ, participate in one in-person kickoff meeting with COJ, collect field data for design, and coordinate design criteria with the COJ and JBC.

Supporting field and laboratory investigations will include the following, as detailed in the appended subconsultant proposals:

- Topographic and hydrographic surveying (by Arc Surveying);
- Geotechnical investigation (by CSI Geo); and
- Engineering dive inspection (by Consor).

Current availability amongst the various subconsultants suggests that all proposed fieldwork could be substantially completed (i.e. sufficiently for Task 2 commencement) within 6-8 weeks following NTP. The schedule will be re-evaluated and communicated to JBC once NTP is received.

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Key assumptions and limitations include the following:

- Legal survey is excluded. It is assumed that existing legal survey data is adequate and will be made available.
- An allowance for a Subsurface Utility Engineering (SUE) survey, if required, is included. Should SUE survey costs exceed the allotted allowance, a contract amendment will be required.

Task 2 – Permitting

Proposed work includes the preparation and submission of permit applications for USACE and FDEP agencies. Coordination and participation at pre-application meetings with both agencies is included, as well as responding to RAI's. Permit drawings will be developed to satisfy agency requirements.

Permitting will commence following substantial completion of Part 1 services, and it is estimated that pre-application meetings will be scheduled within 3-4 weeks thereafter, depending on agency availability and responsiveness.

Key assumptions and limitations include the following:

- Overall permitting duration is assumed as 4-6 months.
- An allowance for permit fees is included. Should permit fees exceed the allotted allowance, a contract amendment will be required.
- Local permitting (e.g. COJ 10-Set) is excluded and, if required, will be provided by others.
- Submerged land lease applications or modifications are excluded.

Task 3 – Design Development

Proposed work includes the structural engineering of the bulkhead, excluding balustrade under separate scope of services, and also excluding upland improvements and utilities that will be designed by others. It is assumed that the bulkhead will consist of steel sheet piling, either in a cantilevered (i.e. unanchored) configuration or anchored with post-tensioned soil anchors. Post-tension soil anchors, if provided, would be performance-specified per industry standards.

1. 30% Draft Construction Drawings
    a. Estimated completion within 4 weeks following completion of Task 1 and completion of pre-application meetings with regulatory agencies.
2. 90% Draft Construction Drawings
    a. Estimated delivery within 4-6 weeks following receipt of review comments on the 30% Submittal.
3. Issued for Construction (IFC) Submittal
    a. Estimated delivery within 2-4 weeks following receipt of comments the 90% Submittal.

Key assumptions and limitations include the following:

- Engineering and design services not explicitly identified are excluded, including but not limited to: landscaping, coastal, site civil, utilities (i.e. M/E/P) and environmental engineering.

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- Submittals will consist of Construction Drawings only. Technical specifications for construction will be provided as General Notes on the 90% and Issued for Construction Drawings submittals.
- Engineering calculation packages are excluded.
- Drawing packages for the bulkhead will be standalone. CAD will comply with Inwater Engineering's internal standards, utilizing a standard COJ Cover Sheet. CAD files will be provided with the IFC Submittal.

Task 4 – Construction Services

Construction administration services will generally consist of submittal reviews, responding to RFI's, and participating in regular (biweekly on average) progress meetings.

Key assumptions and limitations include the following:

- Existing structures are located in close proximity to the proposed bulkhead. Inspections and/or condition assessment of existing structures, vibration monitoring during pile installation, and rehabilitation is excluded. These services will be provided by others if/as required.
- Materials testing is excluded.
- The total estimated construction duration is assumed to be approximately 8 months.
- As-built records, if required, will be developed by others as red-line markups.

General Limitations

Key limitations are as follows:

1. This proposal is valid for 30 days from the date transmitted.
2. The proposed fee is contingent upon acceptance of the separately issued proposal for the balustrade design.
3. Estimated task durations identified in this proposal are estimated guidelines only and are subject to change as the project advances. These estimates will necessitate immediate attention and timely responses from all contracted parties and regulatory authorities. Inwater Engineering is not responsible from deviations from this schedule.
4. All documents will be provided electronically, and hard copies are excluded.
5. Total estimated contract duration is 16 months.

Fee

The total fee for the stated services is $345,838.07, as summarized in Exhibit A.

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

CLOSURE

Thank you for the opportunity to collaborate with you.

Sincerely,

Craig McGillawee, PE
President

Enclosure:

- *Exhibit A – Inwater Engineering Fee Sheet*
- *Arc Surveying – Proposal & Fee Sheet for Hydrographic & Topographic Surveying*
- *Consor – Proposal & Fee Sheet for Underwater Inspection*
- *CSI-Geo – Proposal & Fee Sheet for Geotechnical Investigation*

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT A
CONTRACT FEE SUMMARY

PART I - GENERAL	
1. Project:	**2. Project Number**
Memorial Park Bulkhead Replacement	
3. Name of Consultant	**4. Date**
Inwater Engineering, Inc.	1/2/2025

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Sr. Engineer	$ 85.23	530	$ 45,171.90	
CAD Designer	$ 59.78	354	$ 21,162.12	
Admin	$ 56.82	112	$ 6,363.84	
			TOTAL DIRECT LABOR	$ 72,697.86
6. OVERHEAD (Combined Fringe Benefits & Administrative)				
Overhead Rate 165.00%				$ 119,951.47
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 192,649.33**
8. PROFIT: Labor Related Costs (Item 7)			10%	$ 19,264.93
			SUB-TOTAL LABOR RELATED COSTS	**$ 211,914.26**

PART III - OTHER COSTS		
9. MISCELLANEOUS DIRECT COSTS		
Office expenses	$ 500.00	
Travel / Mileage	$ 1,200.00	
	$ -	
	$ -	
	$ -	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 1,700.00
10. SUBCONTRACTS		
Arc Surveying	$ 15,017.56	
Consor	$ 34,449.00	
CSI Geo	$ 49,757.25	
Subcontractor Markup 10%		$ 9,922.38
SUBCONTRACTS SUB-TOTAL		$ 99,223.81
11. REIMBURSABLE COSTS (Limiting Amount)		
Permitting Fee Allowance	$ 3,000.00	
SUE Survey Allowance, including 10% Markup	$ 30,000.00	
REIMBURSABLE COSTS SUB-TOTAL		$ 33,000.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Items 7, 8, 9, 10 and 11)	**$ 345,838.07**

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EXHIBIT C-2

May 20, 2024

Craig McGillawee, P.E.
INWATER Engineering
Jacksonville, FL
O: 904.510.0990
Email: ecraig@inwatereng.com

Re: Hydrographic and Topographic Surveying Services
Memorial Park, Jacksonville, FL

Craig:

As requested, Arc Surveying and Mapping, Inc. (Arc) is providing a proposal for performing topographic and hydrographic surveying and mapping services at the above-mentioned location in Jacksonville, Florida.

1) **General Scope:** Arc will provide all equipment and labor resources necessary to research, locate and or establish control, perform topographic survey and acquire bathymetric data at the site. Arc will provide the results of the survey in a digital format as well as a signed and sealed survey map.

2) **Survey Task:**

   a) Perform a topographic survey along approximately 750 feet of the existing bulkhead and extend approximately 100 feet upland. Survey to include the locations of natural ground, bulkhead, railing, sidewalks, walkways, tress, roadways, pavement, above ground visible utilities, bulkhead outfalls, and any other visible planimetric features withing the survey limits.

   b) Perform a hydrographic survey along approximately 850 feet of shoreline and extending waterward 200 feet. Sounding will be acquired utilizing a single beam fathometer operating at a frequency of 200 kHz. Cross-sections will be performed at 25 feet intervals perpendicular to the existing bulkhead.

   c) Identify and depict the existing property lines of Memorial Park and any rights-of-way adjacent or within the survey limits.

3) **Horizontal Coordinate System and Vertical Datum:** Arc shall confirm and utilize as the horizontal datum the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Arc shall confirm and utilize as the vertical datum the National American Vertical Datum of 1988 (NAVD88) and reference to local mean lower low water (MLLW) tidal datums for this location.

4) **Fee Schedule:** A firm lump sum fee of $15, 017.56 will be invoiced for services rendered as outlined in the proposal.

5) **Schedule of Deliverables:**
   a) One 3-D CAD file containing survey results.
   b) One set of signed and sealed record drawings depicting the results of the survey.

Sincerely,

Richard J Sawyer
Richard J. Sawyer, PSM, CH
Vice President

Accepted By: _____Date:_____

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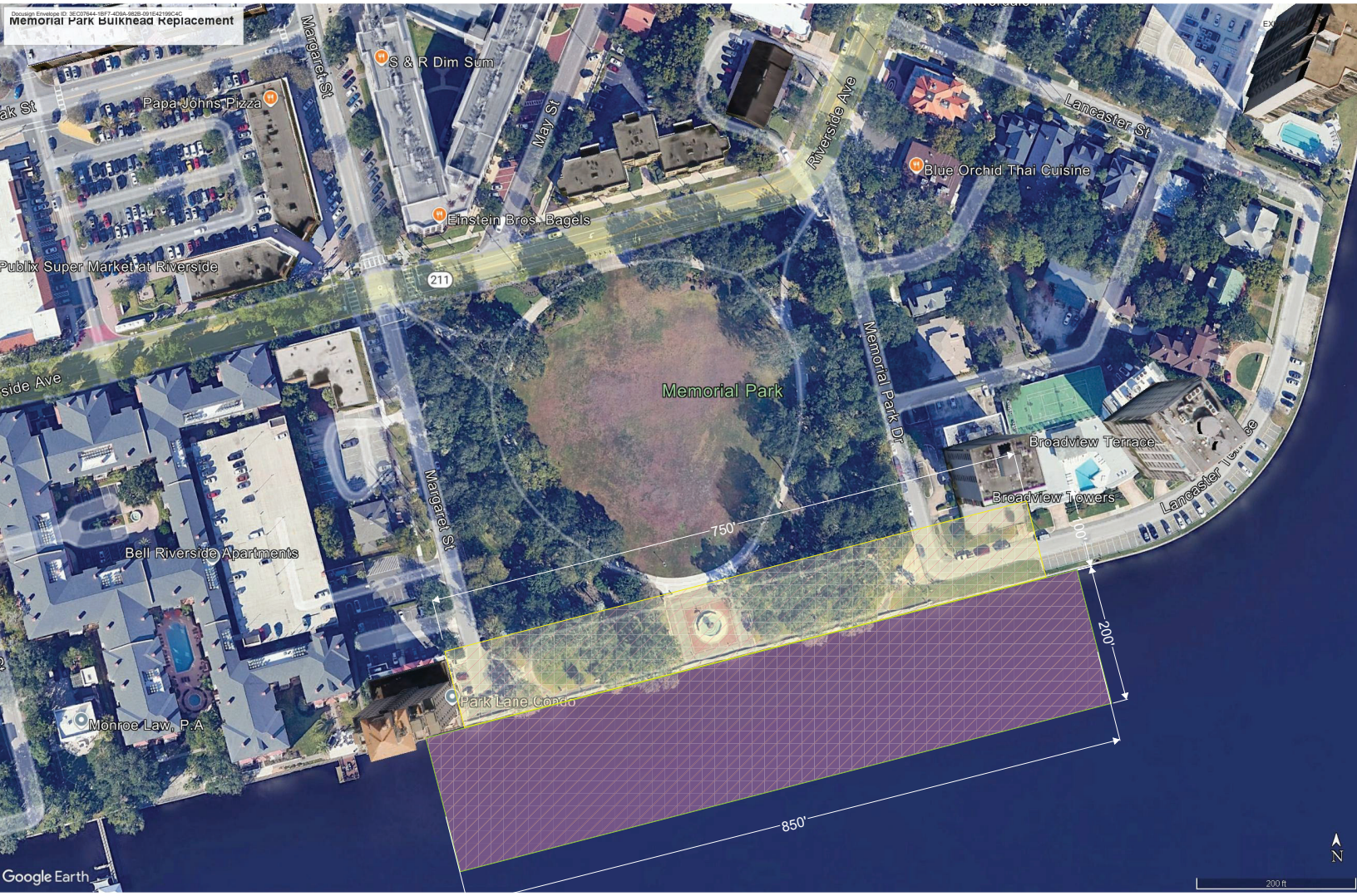

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CONTRACT FEE SUMMARY FORMAT

EXHIBIT C-2

PART I - GENERAL	
1. Project COJ Memorial Park	**2. Task** Surveying and Mapping
3. Name of Consultant Arc Surveying & Mapping, Inc.	**4. Date of Proposal** 11/17/2024

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 72.11		$ 0.00	
Project Manager (Reg. PSM)	$ 69.71	8	$ 557.68	
Survey Technician (SIT)	$ 38.46	8	$ 307.68	
Two Man Survey Crew (Topo)	$ 66.71	36	$ 2,401.56	
Two Man Survey Crew (Hydro)	$ 88.55	10	$ 885.50	
MOT	-		0.00	
CADD Technician	$ 28.25	24	$ 678.00	
Clerical	$ 25.00	4	$ 100.00	
TOTAL DIRECT LABOR		90		$ 4,930.42
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	176.9 % x Total Direct Labor			$ 8,721.91
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 13,652.33
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,365.23

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

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 15,017.56**

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EXHIBIT C-2

2511 St. Johns Bluff Road
Suite 107
Jacksonville, Florida 32246
904.645.3992

PROPOSAL FOR WATERFRONT ENGINEERING SERVICES

November 21st, 2024

Craig McGillawee, PE
President
InWater Engineering

RE: Underwater Inspection of Memorial Park Bulkhead

Dear Mr. McGillawee:

Consor Engineers, LLC (Consor) is pleased to submit this proposal to InWater Engineering for the underwater inspection of the Memorial Park bulkhead located along the left bank of the St. Johns River in Jacksonville, Florida. The inspection will be performed in accordance with OSHA 29 CFR Part 1910, Subpart T regulations and ADCI consensus standards for commercial diving operations. The purpose of the inspection will be to determine the overall condition of the bulkhead, document damage, locate outfalls of various sizes, and collect structural details pertaining to the bulkhead elements.

FIRM INTRODUCTION

CONSOR maintains offices nationwide staffed by experienced, full-time, commercially trained engineer-divers specializing in the engineering applications and technologies unique to waterfront structures and the marine environment. Our underwater inspection teams understand marine structures and the optimum methods for their repair and rehabilitation.

CONSOR is a leader in the field of innovative inspection techniques and methodologies. Members of the firm have authored numerous manuals on underwater inspection and structural evaluation, including the ASCE's Waterfront Facilities Inspection and Assessment Manual, which is the widely accepted standard within the marine engineering industry.

CONSOR has a long-standing history of assisting public and private clients within the transportation and maritime industry. Notable clients include state DOTs, major port authorities, the U.S. Coast Guard, the U.S. Navy, and various municipalities.

INSPECTION SCOPE

The specific objectives of the inspection will be to:

- Assess the overall condition of the bulkhead
- Quantify defects and deterioration
- Document the location and extent of damage and/or deterioration
- Collect water depths along the bulkhead
- Locate outfalls of various sizes along the bulkhead
- Estimate the angle of landward bulkhead rotation
- Locate the extent of riprap along the base of the bulkhead

INSPECTION METHODOLOGY

The inspection will be conducted using a four-person dive team led by a professional engineer (PE). All team members will be commercially trained diving professionals with experience in waterfront inspection and condition assessment. The PE diver will serve as the team leader and will personally direct the inspection team to ensure that the inspection scope is satisfied, and that the structural bulkhead elements are thoroughly inspected, and their condition is accurately documented.

Diving will be staged from one of CONSOR's dive vessels and performed in strict compliance with ADCI standards and applicable OSHA requirements for conducting safe diving operations. Prior to mobilization, a project-specific dive safety plan will be

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2511 St. Johns Bluff Road
Suite 107
Jacksonville, Florida 32246
904.645.3992

developed and reviewed by the entire dive team. A pre-dive brief will be conducted to review project objectives, hazards, and operations.

PROPOSED TEAM LEADER

CONSOR maintains an in-house Structural Assessment division, staffed with highly qualified engineer-divers experienced in the inspection, analysis, and design of bridges and waterfront structures.

Sebastien Templeton, PE will serve as the team leader for this contract. Mr. Templeton is local to the Jacksonville area and is a registered professional engineer in the State of Florida, as well as an Association of Diving Contractors International (ADCI) surface-supplied air diving supervisor with 20 years of experience managing and leading waterfront inspection and repair/rehabilitation projects worldwide. Mr. Templeton is familiar with the area and has personally led major inspection projects throughout Northeast Florida. Specific areas of expertise include structural condition assessment, corrosion assessment and mitigation, cathodic protection evaluation and design, and waterfront construction management. As a professional engineer and commercial diver, he routinely performs above and underwater condition assessments. His experience includes a wide range of waterfront structures, including bridges, piers, wharves, relieving platforms, dry docks, quay walls, bulkheads, caissons, and subaqueous pipelines.

INSPECTION BOUNDARIES AND LIMITS

The underwater bulkhead inspection will be performed exclusively at Memorial Park (see figure below). The inspection will be conducted on accessible bulkhead elements from the top of the wall to the mudline elevation. Accessible elements are defined as those that are readily accessible without the need for excavation or extensive removal of materials that may impair visual inspection.

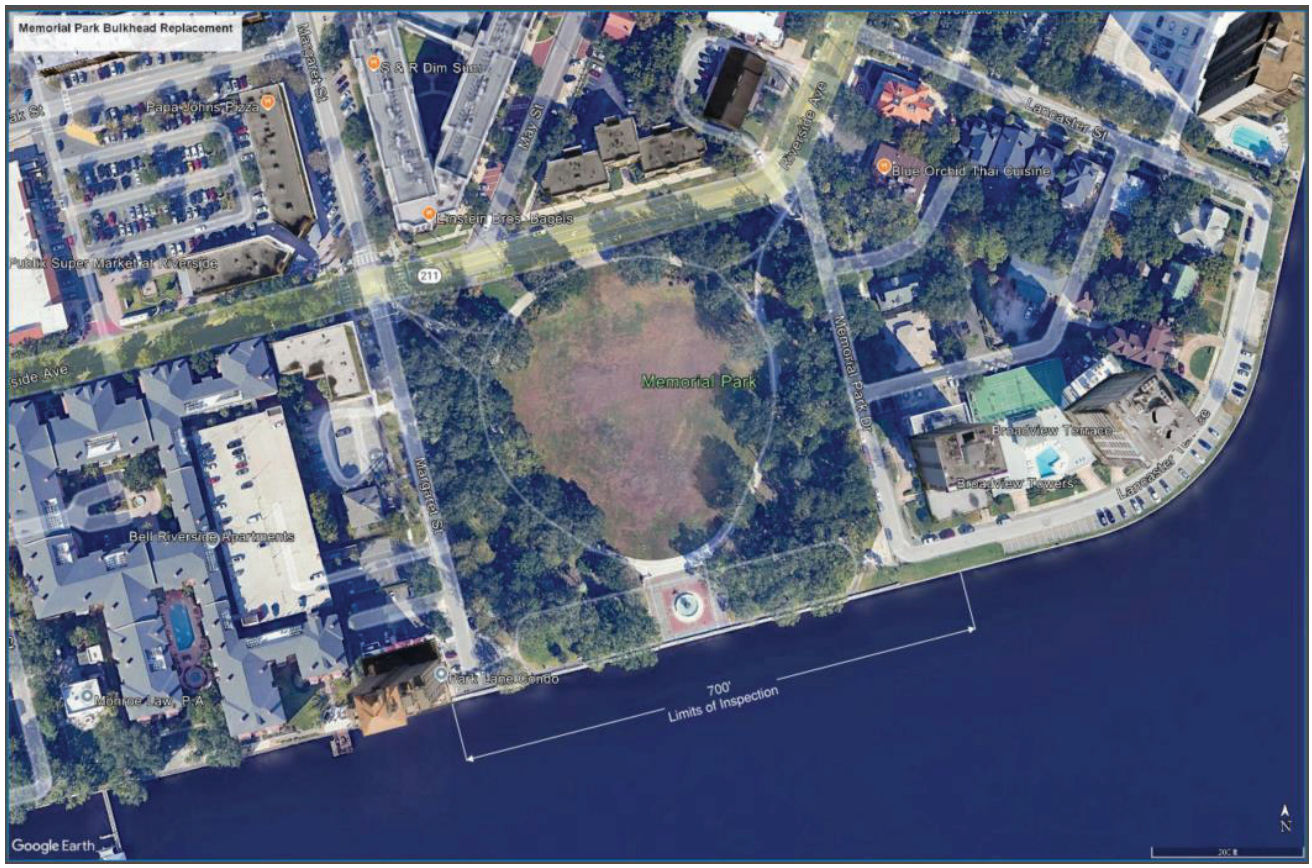

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EXHIBIT C-2

2511 St. Johns Bluff Road
Suite 107
Jacksonville, Florida 32246
904.645.3992

PROJECT DELIVERABLE

The project deliverable will include an assessment report signed and sealed by a professional engineer licensed in the State of Florida. The report will contain the following:

- Executive summary
- Location map
- Inspection findings
- General inventory photos and representative photos of defects and existing conditions
- Plan figure of the bulkhead with typical cross sections and dimensions

SCHEDULE AND FEE

The inspection schedule will be determined upon Noticed to Proceed (NTP) and shall be mutually agreed upon by CONSOR and InWater Engineering. The inspection will require approximately 2 days to complete. The underwater inspection will be performed on a lump sum fee basis. A breakdown of the project fee is provided below.

Task	Description	Cost
1	Project Kick Off and Planning	$4,922
2	Underwater Inspection	$12,214
3	Report Generation	$11,362
	Profit (10%)	$2,850
	Direct Expenses	$3,101
	Total Fee	**$34,449**

We very much appreciate this opportunity and look forward to working with InWater Engineering and the City of Jacksonville on this project. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,
Consor Engineers, LLC

Sebastien Templeton, PE
Senior Project manager/Dive Supervisor
904.862.2339 | stempleton@consoreng.com

Exhibit A: CoJ Contract Fee Summary

cc: David Hoff (Consor)

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT A
CONTRACT FEE SUMMARY

PART I - GENERAL	
1. Project: Memorial Park Bulkhead Replacement	**2. Project Number**
3. Name of Consultant Consor Engineers, LLC	**4. Date** 11/21/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
PE Diver / Team Leader	$ 79.76	76	$ 6,061.61	
Dive Supervisor	$ 48.76	28	$ 1,365.34	
Technician Diver 1	$ 53.55	16	$ 856.80	
Technician Diver 2	$ 45.42	32	$ 1,453.54	
CADD Technician	$ 28.77	40	$ 1,150.80	
			TOTAL DIRECT LABOR	$ 10,888.08
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 161.74%				$ 17,610.38
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 28,498.46**
8. PROFIT: Labor Related Costs (Item 7)			10%	$ 2,849.85
			SUB-TOTAL LABOR RELATED COSTS	**$ 31,348.31**

PART III - OTHER COSTS		
9. MISCELLANEOUS DIRECT COSTS		
Commercial Diving Equipment	1,075.00	
Personal Dive Gear Rental	720.00	
Per Diem	456.00	
Travel Expenses	650.00	
Consumables	200.00	
	MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$ 3,101.00
10. SUBCONTRACTS		
XXX	0.00	
XXX	0.00	
	SUBCONTRACTS SUB-TOTAL	$ -
11. REIMBURSABLE COSTS (Limiting Amount)		
XXX	0.00	
XXX	0.00	
XXX	0.00	
XXX	0.00	
	REIMBURSABLE COSTS SUB-TOTAL	$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Items 7, 8, 9, 10 and 11)	**$ 34,449.31**

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT C-2

CSI Geo
Geotechnical · CMT · CEI

Geotechnical Field and Laboratory Fee Estimate
CDB-0132-21 - Horizontal Design Build
COJ Memorial Park - Emergency Repairs
Jacksonville, Florida

2394 St. Johns Bluff Road, Ste 200
Jacksonville, Florida 32246

Memorial Park Bulkhead Repair

Item Geotechnical Item	Unit	Number of Units	Unit Price	Estimated Cost
Field Exploration				
Truck Mount Mobilization 0-30 Miles	/Each	1	$600.00	$600.00
Mobilization Drill Rig Barge Mount	/Each	1	$13,000.00	$13,000.00
Mobilization Support Boat per Day	/Each	2	$580.00	$1,160.00
Bulkhead Land Borings @ 65' each (Truck)				
3 Truck/Mud Bug SPT 0-50 Ft	/LF	150	$16.50	$2,475.00
Truck/Mud Bug SPT 50-100 Ft	/LF	45	$20.00	$900.00
Truck/Mud Bug Grout Boreholes 0-50 Ft	/LF	150	$7.50	$1,125.00
Truck/Mud Bug Grout Boreholes 50-100 Ft	/LF	45	$9.00	$405.00
Truck/Mud Bug Temp Casing 4" 0-50 Ft	/LF	150	$15.00	$2,250.00
Bulkhead Water Borings @ 65' each (Barge)				
2 Amphibious/Barge/Track SPT 0-50 Ft	/LF	100	$28.00	$2,800.00
Amphibious/Barge/Track SPT 50-100 Ft	/LF	30	$36.00	$1,080.00
Amphibious/Barge/Track Grout Boreholes 0-50 Ft	/LF	100	$10.50	$1,050.00
Amphibious/Barge/Track Grout Boreholes 50-100 Ft	/LF	30	$12.50	$375.00
Amphibious/Barge/Track Temp Casing 4" 0-50 Ft	/LF	100	$21.00	$2,100.00
Amphibious/Barge/Track Temp Casing 4" 50-100 Ft	/LF	30	$23.00	$690.00
Stand By Time	/HR.	7	$385.00	$2,695.00
Boring Layout/Utility Clearance/Coordination	/HR.	4	$185.63	$742.52
Subtotal				**$33,447.52**
Laboratory Testing				
Lab Moisture Content of Soils	/Test	15	$22.00	$330.00
Lab Organic Content in Soils	/Test	15	$54.00	$810.00
Lab Material Finer Than No.200 Sieve	/Test	15	$54.00	$810.00
Lab Particle Size Mechanical Method	/Test	15	$85.00	$1,275.00
Lab Plastic Limit of Soi	/Test	8	$65.00	$520.00
Lab Liquid Limit of Soi	/Test	8	$65.00	$520.00
Corrosion Series FM 5-550 through 5-553	/Test	2	$250.00	$500.00
Subtotal				**$4,765.00**
Engineering/Support Services				
Senior Geotechnical Engineer	/HR.	6	$260.70	$1,564.20
Geotechnical Engineer	/HR.	13	$201.80	$2,623.40
Engineer Intern	/HR.	15	$185.63	$2,784.45
CADD/Computer Technician	/HR.	11	$150.15	$1,651.65
Geotechnical Technician	/HR.	19	$122.43	$2,326.17
Secretary/Clerical	/HR.	7	$84.98	$594.86
Subtotal				**$11,544.73**
TOTAL: (Geotechnical Field and Laboratory Testing)				**$49,757.25**

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PROJECT BACKGROUND INFORMATION

We understand that the bulkhead is located south of the park along the edge of St. Johns River in Jacksonville Florida. We also understand that the project involves constructing a new bulkhead along with a new balustrade that was damaged in the recent storms.

It is the intent of this geotechnical program to acquire a complete and accurate geotechnical investigation for the project through obtaining boring logs, performing soil testing, and provide soil parameters for the design of the new bulkhead by others.

SCOPE OF PROPOSED SERVICES

The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data. A narrative outline of the geotechnical services along with a detailed work scope is presented in the following section.

Field Exploration - The proposed exploration for the bulkhead will be as follows:

A total of five Standard Penetration Test (SPT) borings will be performed to a depth of 65 feet each below the existing ground surface or river mudline. Three test borings will be placed on the land side and two test borings will be performed in water. We understand that in the event that debris consisting of rocks, boulders etc is encountered and our ability to drill into anticipated depths, the Contractor (JB Coxwell) will assist in clearing such debris.

Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification System (USCS).

Laboratory Testing - Routine laboratory testing will be conducted on representative soil samples as follows:

- Moisture Content of Soils
- Organic Content in Soils
- Material Finer Than No.200 Sieve
- Particle Size Mechanical Method
- Plastic Limit of Soi
- Liquid Limit of Soi
- Corrosion Series (1 soil sample & 1 water sample)

Engineering/Support Services - Geotechnical engineers, registered in the State of Florida will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the exploration and engineering study will be presented in a report containing the following:

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- A brief discussion of the planned construction
- A graphic representation of the soil boring using FDOT style Report of Core Borings and a common legend
- Depth to the groundwater table at the time of the borings and an estimation of the seasonal high groundwater tables
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, and other pertinent calculations
- Written discussion of the subsurface conditions encountered
- Soil parameters for use in sheet pile design by others.
- Provide earthwork recommendations for construction.

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EXHIBIT C-2

Exhibit B

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

PART I - GENERAL

1. Project Horizontal Design Build COJ Memorial Park - Emergency Repairs	**2. Proposal No. / Contract No.** CDB-0132-21
3. Name of Subconsultant CSI Geo, Inc.	**4. Date of Proposal** November 19, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Geotechnical Engineer	$ 79.00	6	$ 474.00	
Geotechnical Engineer	$ 61.15	13	$ 794.95	
Engineer Intern	$ 56.25	15	$ 843.75	
CADD/Computer Technician	$ 45.50	11	$ 500.50	
Geotechnical Technician	$ 37.10	19	$ 704.90	
Secretary/Clerical	$ 25.75	7	$ 180.25	
TOTAL DIRECT LABOR	$ 49.27	71		$ 3,498.35
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**200** % x Total Direct Labor		$ 6,996.70
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 10,495.05**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 1,049.68

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
Geotechnical Investigation	$ 38,212.52	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ 38,212.52

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 49,757.25**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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FOR
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EXHIBIT C-2

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tell (904) 641-1993

	Unit	Cost/Unit
Truck Rig / ATV		
Truck Mount Mobilization 0-30 Miles	Each	600.00
Truck Mount Mobilization Over 30 Miles	Mile	8.00
Mudbug/All Terrain Vehicle Mobilization 0-30 Miles	Each	900.00
Mudbug/All Terrain Vehicle Mobilization Over 30 Miles	Mile	8.50
Truck/Mud Bug and Crew (2-person)	Hour	300.00
Truck/Mud Bug and Crew (3-person)	Hour	360.00
Truck/Mud Bug and Crew Daily Rate	Day	3,800.00
Truck/Mud Bug SPT 0-50 Ft	LF	16.50
Truck/Mud Bug SPT 50-100 Ft	LF	20.00
Truck/Mud Bug SPT 100-150 Ft	LF	25.00
Truck/Mud Bug SPT 150-200 Ft	LF	32.00
Truck/Mud Bug SPT 200-250 Ft	LF	40.00
Truck/Mud Bug Extra SPT Samples 0-50 Ft	Each	47.00
Truck/Mud Bug Extra SPT Samples 50-100 Ft	Each	58.00
Truck/Mud Bug Extra SPT Samples 100-150 Ft	Each	70.00
Truck/Mud Bug Extra SPT Samples 150-200 Ft	Each	84.00
Truck/Mud Bug Extra SPT Samples 200-250 Ft	Each	94.00
Truck/Mud Bug Auger/Wash Boring 0-50 Ft	LF	13.00
Truck/Mud Bug Temp Casing 3" 0-50 Ft	LF	10.75
Truck/Mud Bug Temp Casing 3" 50-100 Ft	LF	13.00
Truck/Mud Bug Temp Casing 3" 100-150 Ft	LF	15.50
Truck/Mud Bug Temp Casing 3" 150-200 Ft	LF	18.00
Truck/Mud Bug Temp Casing 3" 200-250 Ft	LF	20.00
Truck/Mud Bug Temp Casing 4" 0-50 Ft	LF	13.00
Truck/Mud Bug Temp Casing 4" 50-100 Ft	LF	15.00
Truck/Mud Bug Temp Casing 4" 100-150 Ft	LF	17.00
Truck/Mud Bug Temp Casing 4" 150-200 Ft	LF	19.00
Truck/Mud Bug Temp Casing 4" 200-250 Ft	LF	20.00
Truck/Mud Bug Temp Casing 6" 0-50 Ft	LF	17.00
Truck/Mud Bug Temp Casing 6" 50-100 Ft	LF	18.00
Truck/Mud Bug Temp Casing 6" 100-150 Ft	LF	20.00
Truck/Mud Bug Grout Boreholes 0-50 Ft	LF	7.50
Truck/Mud Bug Grout Boreholes 50-100 Ft	LF	9.00
Truck/Mud Bug Grout Boreholes 100-150 Ft	LF	11.00
Truck/Mud Bug Grout Boreholes 150-200 Ft	LF	13.00
Truck/Mud Bug Grout Boreholes 200-250 Ft	LF	14.00
Truck/Mud Bug Undisturbed Samples 0-50 Ft	Each	185.00
Truck/Mud Bug Undisturbed Samples 50-100 Ft	Each	210.00
Truck/Mud Bug Undisturbed Samples 100-150 Ft	Each	240.00
Truck/Mud Bug Undisturbed Samples 150-200 Ft	Each	265.00
Truck/Mud Bug Rock Coring Less Than 4" ID 0-50 Ft	LF	48.50
Truck/Mud Bug Rock Coring Less Than 4" 50-100 Ft	LF	58.00
Truck/Mud Bug Rock Coring Less Than 4" 100-150 Ft	LF	65.00
Truck/Mud Bug Rock Coring Less Than 4" 150-200 Ft	LF	70.00
Truck/Mud Bug Rock Coring Less Than 4" 200-250 Ft	LF	80.00
Truck/Mud Bug Coring 4" ID & Over 0-50 Ft	LF	90.00
Truck/Mud Bug Coring 4" ID & Over 50-100 Ft	LF	100.00
Truck/Mud Bug Coring 4" ID & Over 100-150 Ft	LF	110.00
Truck/Mud Bug Coring 4" ID & Over 150-200 Ft	LF	120.00
Truck/Mud Bug Coring 4" ID & Over 200-250 Ft	LF	140.00

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EXHIBIT C-2

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	Unit	Cost/Unit
Amphibious / Barge / Track		
Amphibious Rig Mobilization	Each	13,000.00
Barge Mount Rig Mobilization	Each	13,000.00
Track Rig Mobilization 0-30 Miles	Each	3,000.00
Track Rig Mobilization Over 30 Miles	Mile	9.00
Barge Rig (Small) Mobilization (Permit not Required)	Each	9,000.00
Barge Rig (Small) with Crane (Permit not Required)	Each	16,000.00
Barge Rig (Large) Mobilization (Permit Required)	Each	14,000.00
Barge Rig (Large) with Crane (Permit Required)	Each	32,000.00
Barge Rig - Floating Platform	Day	4,000.00
Amphibious/Barge/Track Out of State Travel Permits	Each	580.00
Amphibious/Barge/Track Moving Hole to Hole	Each	1,300.00
Amphibious/Barge/Track and Crew (2-person)	Hour	320.00
Amphibious/Barge/Track and Crew (3-person)	Hour	385.00
Amphibious/Barge/Track and Crew Daily Rate	Day	7,000.00
Amphibious/Barge/Track SPT 0-50 Ft	LF	28.00
Amphibious/Barge/Track SPT 50-100 Ft	LF	36.00
Amphibious/Barge/Track SPT 100-150 Ft	LF	53.00
Amphibious/Barge/Track SPT 150-200 Ft	LF	69.00
Amphibious/Barge/Track SPT 200-250 Ft	LF	80.00
Amphibious/Barge/Track Extra SPT Samples 0-50 Ft	Each	70.00
Amphibious/Barge/Track Extra SPT Samples 50-100 Ft	Each	80.00
Amphibious/Barge/Track Extra SPT Samples 100-150 Ft	Each	100.00
Amphibious/Barge/Track Extra SPT Samples 150-200 Ft	Each	120.00
Amphibious/Barge/Track Extra SPT Samples 200-250 Ft	Each	150.00
Amphibious/Barge/Track Auger Boring/Wash Boring 0-50 Ft	LF	18.50
Amphibious/Barge/Track Temp Casing 3" 0-50 Ft	LF	17.25
Amphibious/Barge/Track Temp Casing 3" 50-100 Ft	LF	20.50
Amphibious/Barge/Track Temp Casing 3" 100-150 Ft	LF	23.50
Amphibious/Barge/Track Temp Casing 3" 150-200 Ft	LF	28.50
Amphibious/Barge/Track Temp Casing 3" 200-250 Ft	LF	42.00
Amphibious/Barge/Track Temp Casing 4" 0-50 Ft	LF	21.00
Amphibious/Barge/Track Temp Casing 4" 50-100 Ft	LF	23.00
Amphibious/Barge/Track Temp Casing 4" 100-150 Ft	LF	26.50
Amphibious/Barge/Track Temp Casing 4" 150-200 Ft	LF	27.00
Amphibious/Barge/Track Temp Casing 4" 200-250 Ft	LF	30.00
Amphibious/Barge/Track Temp Casing 6" 0-50 Ft	LF	23.00
Amphibious/Barge/Track Temp Casing 6" 50-100 Ft	LF	27.00
Amphibious/Barge/Track Temp Casing 6" 100-150 Ft	LF	36.50
Amphibious/Barge/Track Grout Boreholes 0-50 Ft	LF	10.50
Amphibious/Barge/Track Grout Boreholes 50-100 Ft	LF	12.50
Amphibious/Barge/Track Grout Boreholes 100-150 Ft	LF	15.00
Amphibious/Barge/Track Grout Boreholes 150-200 Ft	LF	18.00
Amphibious/Barge/Track Grout Boreholes 200-250 Ft	LF	19.50
Amphibious/Barge/Track Undisturbed Samples 0-50 Ft	Each	245.00
Amphibious/Barge/Track Undisturbed Samples 50-100 Ft	Each	280.00
Amphibious/Barge/Track Undisturbed Samples 100-150 Ft	Each	330.00
Amphibious/Barge/Track Rock Coring Less Than 4" ID 0-50 Ft	LF	70.00
Amphibious/Barge/Track Rock Coring Less Than 4" 50-100 Ft	LF	76.00
Amphibious/Barge/Track Rock Coring Less Than 4" 100-150 Ft	LF	90.00
Amphibious/Barge/Track Rock Coring Less Than 4" 150-200 Ft	LF	95.00
Amphibious/Barge/Track Rock Coring Less Than 4" 200-250 Ft	LF	115.00
Amphibious/Barge/Track Coring 4" ID & Over 0-50 Ft	LF	99.00
Amphibious/Barge/Track Coring 4" ID & Over 50-100 Ft	LF	120.00
Amphibious/Barge/Track Coring 4" ID & Over 100-150 Ft	LF	150.00
Amphibious/Barge/Track Coring 4" ID & Over 150-200 Ft	LF	200.00
Amphibious/Barge/Track Coring 4" ID & Over 200-250 Ft	LF	265.00

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	Unit	Cost/Unit
Tripod		
Tripod Mount Mobilization 0 to 30 Miles	Trip	1,900.00
Tripod Mount Mobilization 30 Miles and Over	Mile	9.00
Tripod Mobilization from Hole to Hole	Each	360.00
Tripod and Crew (3-person)	Hour	375.00
Tripod and Crew Daily Rate	Day	3,350.00
Tripod Standard Penetration Test (SPT Borings)	LF	33.00
Tripod Extra Split Spoon Sample	Each	49.00
Tripod Casing to Stabilize Borehole	LF	19.50
Tripod Grouting the Borehole	LF	9.50
Tripod Undisturbed Sample-Thin Wall Shelby Tube	Each	315.00
Other Services		
Drill Crew Support Vehicle	Day	275.00
Support Boat & Operator Mobilization	Each	580.00
Air Boat Mobilization	Each	995.00
Tugboat Mobilization	Each	TBD
Hand Auger Mobilization	Each	275.00
Soil Probing 2-Person Crew	Day	1,650.00
Core Box (Cardboard)	Each	60.00
Core Box (Wooden)	Each	150.00
Sample Pick-up	Each	95.00
Spoil Drum (Non-Hazardous)	Each	500.00
Sample Jars/Boxes	Each	40.00
Dewatering Plan	Each	4,500.00
Geophysical		
Ground Penetrating Radar (GPR) Mobilization	Each	450.00
Ground Penetrating Radar (GPR)	Hour	400.00
Mobilization of Soil Electrical Resistivity Testing Equipment	Each	285.00
Electrical Resistivity Testing Daily Rate	Day	1,350.00
Clearing / Site Access / Standby		
Mobilization of Clearing Equipment	Each	700.00
Clearing Equipment	Day	2,300.00
Backhoe (Owned)	Day	1,200.00
Chainsaw (Owned)	Day	130.00
Dozer (Owned)	Day	1,200.00
Clearing Equip- Tractor, Bush Hog Attachment	Day	1,000.00
Clearing Equip-Skid Steer/ASV, Forest Mulching Attachment	Day	2,100.00
Clearing Equip-Skid Steer/ASV, Brush Cutter Attachment	Day	1,000.00
Weather Delay (Amphibious/Barge/Track)	Day	3,600.00
Maintenance of Traffic		
MOT	Day	2,150.00
MOT Mobilization	Each	250.00
MOT Arrow Board	Each	115.00
MOT Channelizing Devices – Type I, II, VP, Drum (each)	Each	105.00
MOT Light Tower	Each	200.00
MOT Off-Duty Police Officer	Hour	85.00
MOT Portable Changeable Message Sign (PCMS)	Each	200.00
MOT Portable Lighting	Each	175.00
MOT Portable Sign	Each	45.00
MOT Post Mounted Sign	Each	40.00
MOT Provide Channelizing Devices – Cone	Each	9.00
MOT Rumble Strips (SI 603) per set	Each	290.00
MOT Shadow Vehicle with Advanced Warning Arrow Board (AWA)	Hour	135.00
MOT Support Vehicle	Hour	110.00

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	Unit	Cost/Unit
Pavement Coring		
Asphalt Pavement Coring Mobilization	Each	465.00
Asphalt Pavement Coring – 4” Diameter with Base Depth Check	Each	225.00
Asphalt Pvmt. Coring – 4” Diameter without Base Depth Check	Each	200.00
Asphalt Pavement Coring – 6” Diameter with Base Depth Check	Each	300.00
Asphalt Pvmnt Coring – 6” Diameter without Base Depth Check	Each	250.00
Concrete Coring Mobilization	Each	465.00
Concrete Pavement Coring - 4" Diameter	Each	250.00
Concrete Pavement Coring - 6" Diameter	Each	275.00
Patching	Each	60.00
Pavement Coring Mobilization 30 Miles and Over	Mile	8.50
In Situ Tests		
Hand Auger with DCP 0-50 ft (ASTM D1452)	LF	22.50
Hand Auger with SCP 0-50 ft (ASTM D1453)	LF	21.50
CPT Rig Mobilization	Each	2,000.00
CPT Truck/Mud Bug 0-50 Ft	LF	17.50
CPT Truck/Mud Bug 50-100 Ft	LF	18.50
CPT Truck/Mud Bug 100-150 Ft	LF	20.00
CPT Truck/Mud Bug 150-200 Ft	LF	25.00
CPT Dissipation Test	Hour	225.00
Soils Field Vane Shear Mobilization	Each	550.00
Soils Field Vane Shear Test ASTM D2573	Each	280.00
Dilatometer Sounding	Hour	270.00
Field Dynamic Cone Penetrometer Test (DCP) Hourly Rate	Hour	120.00
Vibration Monitoring	Day	100.00
Wells and Permeability Tests		
Double Ring Infiltration ASTM D3385	Each	640.00
Field Permeability 0-10 Ft Open-End Borehole Method	Each	400.00
Field Permeability 10-25 Ft Open-End Borehole Method	Each	495.00
Temporary Monitoring Well at 15 Ft	Each	925.00
Grouted Monitor Well 2in 0-50 Ft	LF	37.50
Piezometer 2" 0-50 Ft	LF	45.00
Concrete Pad & Cover for Monitoring Wells	Each	350.00
Per Diem		
Per Diem 1 Man Crew	Day	225.00
Per Diem 2 Man Crew	Day	450.00
Per Diem 3 Man Crew	Day	675.00

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	Unit	Cost/Unit
Laboratory Tests		
Lab Aggregate Total Moisture Content by Drying AASHTO T255	Each	65.00
Lab Moisture Content of Soils (ASTM D2216. AASHTO T127)	Each	22.00
Lab Moisture Content Microwave (AASHTO D4643)	Each	22.00
Lab Particle Size Hydrometer Method - ASTM D422, AASHTO T88 (Lab Grain Size Analysis)	Each	205.00
Lab Particle Size Mechanical Method - ASTM D422, AASHTO T88 (Lab Grain Size Analysis)	Each	85.00
Lab Material Finer Than No.200 Sieve	Each	54.00
Lab Liquid Limit of Soil (AASHTO T89)	Each	65.00
Lab Plastic Limit of Soil (AASHTO T90)	Each	65.00
Lab Atterberg Limits Test - ASTM D423, D424, AASHTO T90, ASTM D4318	Each	115.00
Lab Organic Content in Soils (Ignition or Combustion Method)	Each	54.00
Lab Sieve Analysis of Fine & Coarse Aggregate (AASHTO T27)	Each	90.00
Lab Hydrometer Only (AASHTO T88)	Each	150.00
Lab Sedimentation/ Settling Test	Each	150.00
Lab Porosity for Soil	Each	170.00
Lab Dry & Moist Unit Weight	Each	60.00
Lab Specific Gravity	Each	88.00
Lab Miniature Vane Shear Test (ASTM D4648)	Each	18.00
Lab Aggregate Soundness (AASHTO T104)	Each	500.00
Lab Specific Gravity/Absorption Coarse Aggregate (AASHTO T85)	Each	95.00
Lab Carbonate Content	Each	135.00
Lab Soil Resistivity	Each	60.00
Lab Soil pH	Each	50.00
Lab Sulfate Content (ASTM 2487)	Each	75.00
Lab Chloride Content	Each	75.00
Lab Corrosion Series Test - (Environmental Corrosion)	Each	250.00
Lab Corrosivity Series Test (Ductile Iron)	Each	550.00
Pre-Discharge Groundwater Sampling & Analysis	Each	2,200.00
Discharge Water Sampling	Each	1,000.00
Discharge Water Sample Analysis	Each	500.00
Lab Limerock Bearing Ratio Test (LBR)	Each	420.00
Lab CBR California Bearing Ratio Test (CBR)	Each	360.00
Lab Permeability (Falling Head) (ASTM D5084-16a)	Each	375.00
Lab Permeability (Constant Head) (ASTM D2434-22)	Each	410.00
Lab Flexible Wall Permeability (ASTM D5084)	Each	500.00
Lab Pocket Penetrometer Test	Each	15.00
Lab Undisturbed Sample Extrusion	Each	100.00
Lab Unconfined Compressive Strength of Concrete Cores ASTM C-138	Each	70.00
Lab Unconfined Compressive Strength of Soil-Cement Cores	0.00	80.00
Lab Unconfined Compressive Strength of Cohesive Soil ASTM D-2166	Each	180.00
Lab Unconfined Compressive Strength of Intact Rock Cores (ASTM D 7012)	Each	215.00
Lab Splitting Tensile Strength of Intact Rock Cores (ASTM D 3967)	Each	170.00
Lab Consolidation (ASTM D2435/D2435M-11)	Each	600.00
Lab Consolidation Additional Increments (AASHTO T216)	Each	185.00
Lab Direct Shear Consolid Drained/Point (FM 3-D3080)	Each	380.00
Lab Unconsolidated Undrained Triaxial (per Confining Stress) (UU)	Each	350.00
Lab Consolidated Undrained Triaxial (per Confining Stress) - ASTM D4767, AASHTO T 297 (CU)	Each	550.00
Lab Consolidated Drained Triaxial (per Confining Stress) - ASTM D7181 (CD)	Each	600.00
Lab Standard Proctor Moist.-dens. 5.5 lb-12" drop	Each	150.00
Lab Modified Proctor Moist-dens. 10 lb-18" drop	Each	150.00
Lab Bulk Specific Gravity of Asphalt (FM 1-T166)	Each	75.00
Lab Asphalt Content (FM 5-563)	Each	160.00
Lab Asphalt Gradation (FM 1-T030)	Each	110.00
Lab Asphalt Los Angeles (LA) Abrasion Coarse Aggregate (FM 3-C535)	Each	500.00
Lab Asphalt Los Angeles (LA) Abrasion Small Aggregate (FM 1-T096)	Each	500.00
Lab Concrete Beam Flexural Testing (ASTM C78)	Each	65.00
Lab Concrete Compressive Strength of Grout\Mortar (ASTM C109)	Each	35.00
Lab Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Each	50.00
Lab Concrete Drilled Cores & Sawed Beams (ASTM C42)	Each	55.00

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EXHIBIT C-2

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 31, 2024

William Price, President
CSI GEO, INC.
2394 St. Johns Bluff Road South, Suite 200
Jacksonville, Florida 32246

Dear Mr. Price:

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
9.4.2	Non-Redundant Drilled Shaft Bridge Foundation Studies
9.5	Geotechnical Specialty Laboratory Testing
10.1	Roadway Construction Engineering Inspection
10.3	Construction Materials Inspection
10.4	Minor Bridge & Miscellaneous Structures CEI

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
237.33%	119.53%	1.261%	Excluded	6.13%	0.64%*	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
Professional Services Qualification Administrator

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EXHIBIT C-2

CITY OF JACKSONVILLE, FLORIDA
PUBLIC WORKS DEPARTMENT

DESIGN CRITERIA PACKAGE
ISSUED TO:

J. B. COXWELL CONTRACTING, INC.

FOR

MEMORIAL PARK BALUSTRADE

RELEASE DATE: August 1, 2024

PREPARED BY:

PUBLIC WORKS DEPARTMENT
ENGINEERING & CONSTRUCTION MANAGEMENT DIVISION

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EXHIBIT C-2

MEMORIAL PARK BALUSTRADE

DESIGN CRITERIA PACKAGE

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CITY OF JACKSONVILLE, FLORIDA

MEMORIAL PARK BALUSTRADE

DESIGN CRITERIA PACKAGE

RELEASE DATE: August 1, 2024

INTRODUCTION

A **"Design Criteria Package"** provides concise, performance-oriented drawings and/or specifications for a public construction project. The purpose of this design criteria package is to furnish sufficient information to allow a Design Build Firm to prepare a proposal consisting of the Technical Proposal and the Guaranteed Maximum Price and to permit the City to conduct legitimate, arms-length discussions and conferences to reach an agreement with the Design Build Firm on terms of the Guaranteed Maximum Price.

The following Design Criteria Package specifies performance-based criteria for the design of the Independent Drive Realignment.

The following are legal authorities governing this solicitation:

1. Section 287.055, Florida Statutes – Consultants' Competitive Negotiation Act
2. Chapters 471 and 489, Florida Statutes.

When awarded the Project, the Design Build Firm shall be responsible for the design of the Project in compliance with the provisions of this Design Criteria Package and the City Contract #71754-22.

The Design Criteria Package shall become an integral part of a Purchase Order issued as provided in the City Contract #71754-22 with J.B. Coxwell Contracting, Inc. for Design Build Services for Horizontal Engineering Projects.

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SECTION 1

DEFINITIONS AND TERMS

1-1 GENERAL.

The City of Jacksonville ("The City"), Public Works Department put together and approved the following Plans and Specifications called "The Design Criteria Package (DCP)" for the purpose of allowing the selected Design Build Firm to prepare the Technical Proposal (TP) to prepare the 60% design proposal within **7 calendar days from the release date of the DCP.**

The Design Build Firm shall submit its proposal for the Memorial Park Balustrade. Submit the proposal, consisting of the Technical Proposal for 60% design to the City Project Manager, Robert Scott, P.E., Engineering and Construction Management Division, 10th floor at 214 N Hogan Street, Jacksonville, FL 32202 no later than 3:00 P.M. on August 8, 2024.

The provisions of this DCP represent the technical, material, and quality requirements for the foregoing project. The Design Build Firm is bound by these requirements during design of the Memorial Park Balustrade project.

The Design Criteria Professional may amend the provisions of the DCP after it has been released to the Design Build Firm but prior to the expiration of the 7-day period designated for submitting the TP and GMP to the City.

A DCP amendment may be issued at the City's initiative or at the request of the Design Build Firm, if the amendment is in the best interest of the City.

Sentences that direct the Design Build Firm to perform work are written in the active voice-imperative mode in the form of commands. The subject of these commands is clearly understood as the "Design Build Firm".

1-2 ABBREVIATIONS.

The following abbreviations, when used in the DCP, represent the full text as shown:

ANSI	American National Standard Institute, Inc.
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association

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CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency of the United States Government
FBC	2007 Florida Building Code System
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
ICC	International Code Council
JEA	JEA aka Jacksonville Electric Authority
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
NACTO	National Association of City Transportation Officials
NEC	National Electrical Code (NFPA No. 70, 2005 Edition)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
UL	Underwriters' Laboratories

1-3 APPLICABLE STANDARDS, SPECIFICATIONS, TEST METHODS, AND CODES.

The Design Build Firm shall use standards, specifications, test methods, or other codes as specified in the Standard Specifications for the City of Jacksonville, Public Works Department and FDOT Standard Specifications for Road and Bridge Construction as applicable. Use the most current editions of standards, specifications, test methods, or codes at the time of submitting the bid.

1-4 DEFINITIONS.

The following terms, when used in the DCP, have the meaning as described:

Bidder: For the purpose of this solicitation, the term "Bidder" is deemed to mean a Design Build Firm or Design-Builder submitting a proposal consisting of the TP, the GMP, and the GCD.

Calendar Day: Every day shown on the calendar, ending and beginning at midnight.

City: The City of Jacksonville, Florida, including its Procurement Division, and the Public Works Department.

Change Order: A written order issued by the City and accepted by the Design Build Firm as provided in the City Contract #71754-22.

Consultant: The Professional Engineer or Engineering Firm registered in the State of Florida. The consultant may be the Engineer of Record or may provide services to the Engineer of Record.

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Contract Bond: The security furnished by the Design Build Firm for the purpose of the City Contract #71754-22.

Contract Claim (Claim): A written demand submitted to the City (Chief of the Engineering and Construction Management Division or his Designee) by the Design Build Firm seeking additional monetary compensation, time, or other adjustments to the Contract, the City disputes the entitlement or impact of which. Refer to Executive Order NO. 98-01 issued by the Mayor of the City of Jacksonville. Refer to City Contract #71754-22.

Contractor: For the purpose of this solicitation, the term "Contractor" is deemed to mean a Design Build Firm submitting the TP and the GMP.

Design Build Firm or Design-Builder: Design Build Firm means J. B. Coxwell Contracting, Inc. being under a City Contract to perform design build services.

Design Build Contract: Design Build Contract means the City Contract #71754-22.

Engineer: The Chief of the Engineering & Construction Management Division, Public Works Department, City of Jacksonville ("City Engineer"), acting directly or through his duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them. In order to avoid cumbersome and confusing repetition of expressions in this Design Criteria Package, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

Engineer(s) of Record: This project will have one engineer of record. The Professional Engineer or Engineering Firm registered in the State of Florida that performs services for the Design Build Firm (GAI).

Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work: Any work which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it is in the nature of additional work, altered work, deleted work, work due to different site conditions, or otherwise. This term does not include a "delay".

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Guaranteed Completion Date (GCD): This means the date by which the Design Build Firm shall receive substantial completion of the balustrade project of Memorial Park as provided in the Purchase Order issued based on City Contract #71754-22.

Guaranteed Maximum Price (GMP): The total maximum cost to be paid by the City for Design Build Firm's complete performance under the Design Build Contract Documents, including, without limitations, final completion of all work, all services of the Design Build Firm under the Contract, and all fees, compensation, and reimbursements to the Design Build Firm as provided in the City Contract #71754-22.

Holidays: Days designated by the City as holidays, which include, but are not limited to New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day.

Inspector: An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Design Build Firm.

Laboratory: The official testing laboratory used by the City.

Materials: Any substances to be incorporated in the work under the Contract.

Plans: The signed, sealed, and dated plans, drawings and specifications prepared by either Engineer of Record and accepted by the Engineer, including reproductions thereof, showing location, character, dimensions, technical requirements, and details of the work to be performed under the Contract.

Project: Describes all activities and work necessary for the design of the Memorial Park Balustrade listed in this DCP.

Project Manager: Means a licensed design professional appropriate to the project employed by the City, who serves as the City's representative and who is responsible for the administration of the design build project.

Project Site: Means the specific location of the work to be done under the Contract.

Special Provisions: Specific clauses adopted to the City Contract #71754-22.

Superintendent: The Design Build Firm's authorized representative in responsible charge of the work under the Contract.

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Technical Proposal (TP): Describes engineering plans, specifications, and calculations prepared at the 60% Design Development Level by the Design Build Firm who is submitting the Guaranteed Maximum Price and the Guaranteed Completion Date during contract negotiation with the City. The design shall be sufficiently defined by drawings, a narrative, and outline specifications to enable the City to evaluate the level of quantity and quality of the proposed design and construction based on the DCP. The TP will also serve as the comprehensive documentation enabling the City to determine the reasonableness of the GMP and the GCD. The TP shall become an integral part of the Design Build Contract.

Working Day: Any calendar day on which the Design Build Firm works or is expected to work at the construction site in accordance with the approved work progress schedule.

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SECTION 2

PROJECT CONDITIONS

2-1 GENERAL

The Design Build Firm shall carefully inspect and examine the project site by such means as it may prefer before submitting its bid. The City will make the project site available to the Design Build Firm for the purpose of conducting any additional site investigation and examination upon request.

The Design Build Firm shall utilize the attached plans entitled Memorial Park Rehabilitation and dated 01-03-2020 in the preparation of the proposal and shall provide a GMP that provides for the full re-construction of the Balustrade.

2-2 CURRENT CONDITIONS

a. The Project Site and general conditions are shown on the included figures and plans.

b. It is intended that the design shall include all labor, equipment, materials, and services necessary to complete the work. The designers are cautioned to familiarize themselves with existing site conditions and to include all incidental work that might occur. The Contractor and all of his/her Subcontractors shall visit the site and become fully aware of and familiar with all existing conditions relating to this Project. The Design Build Firm shall inform itself concerning the location of existing utilities, pipelines, and structures of every type which may interfere with the work. The Design Build Firm shall prepare the proposal in full understanding of the conditions that may be encountered and the resultant responsibilities in connection therewith. All existing utilities, pipes, wires, and other structures or items which must be preserved in place shall be identified by the Design Build Firm.

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Figure 1

Figure 2

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SECTION 3

SCOPE OF WORK

3-1 GENERAL.

The Design Build Firm is required to submit its proposal for the design work necessary to construct improvements associated with the **Memorial Park Balustrade** and the plans entitled Memorial Park Rehabilitation and dated 01-03-2020. A Project Location Map and Aerial are provided in Figures 1 and 2. Insurance, indemnification, and project bonds shall be as provided in the City Contract #71754-22.

3-2 SCOPE OF PERMITTING SERVICES

The Design Build Firm is responsible for preparing a list of all permits necessary to complete the construction phase.

3-3 DESIGN PARAMETERS AND SCOPE OF SERVICES

a. This project includes the reconstruction of the balustrade in Memorial Park. (see Figure 1).

b. The Design Build Firm shall be solely responsible for developing an erosion and sediment control plan in compliance with City, State and Federal requirements. Refer to the NPDES as established under the 40CFR122.2.

c. The Design Build Firm is responsible for obtaining soil sampling, surveys, and site investigations necessary to prepare the design. Determine the surveys needed to complete the project.

d. Determine the requirements to relocate any existing utilities that will be impacted by the Project.

e. The AutoCAD files shall comply with the following requirements: (1) All drawings shall be 100% AutoCAD files, 2012 Version or newer; (2) Use standard AIA layer system; (3) All AutoCAD files shall be transferred to CD by "E-transmit" command; (4) Use standard AutoCAD fonts/text files only, no third party application; (5) Title blocks and logos to be compatible with Items 1-4, use the City of Jacksonville title block; (6) The "z" coordinate shall be set to zero in all cases; and (7) All drawings shall be 11" x 17" (full scale).

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SECTION 4

SUBMITTAL OF TP AND GMP

4-1 GENERAL

The Design Build Firm shall submit its proposal consisting of the following elements:

a. TP as defined in Sections 1 thru 3 of this DCP and in City Contract #71754-22.

b. Separate Cost of the Work consisting of the cost as defined in City Contract #71754-22

c. Proposed Design Build Firm's Contingency as provided in City Contract #71754-22.

d. Proposed Design Build Firm's Fees as provided in City Contract #71754-22.

e. A statement of additional services.

f. The time limit for acceptance of the GMP Proposal.

END OF THE DESIGN CRITERIA PACKAGE.

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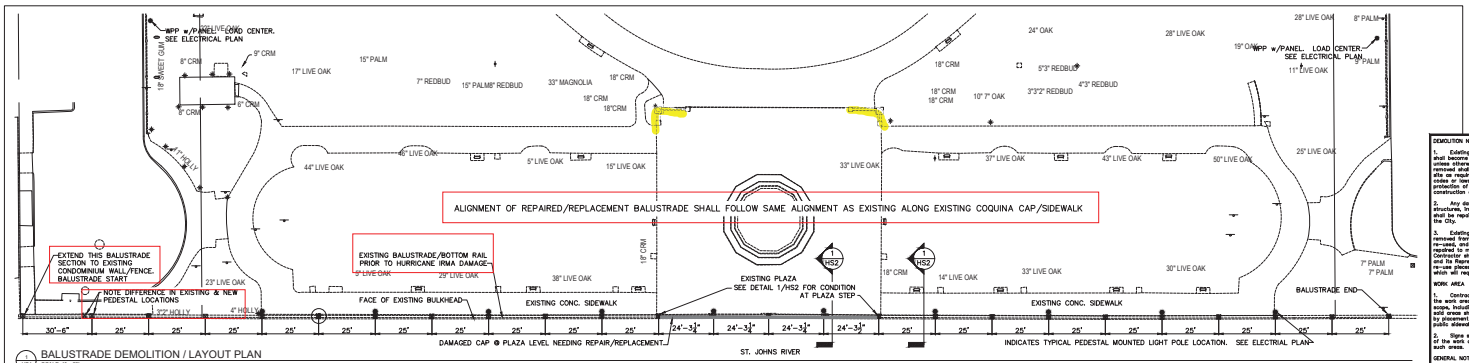
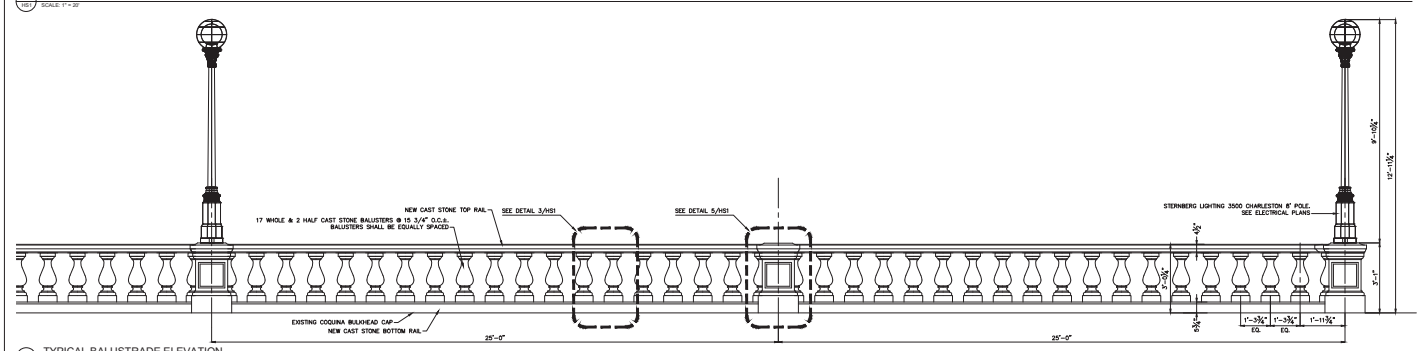
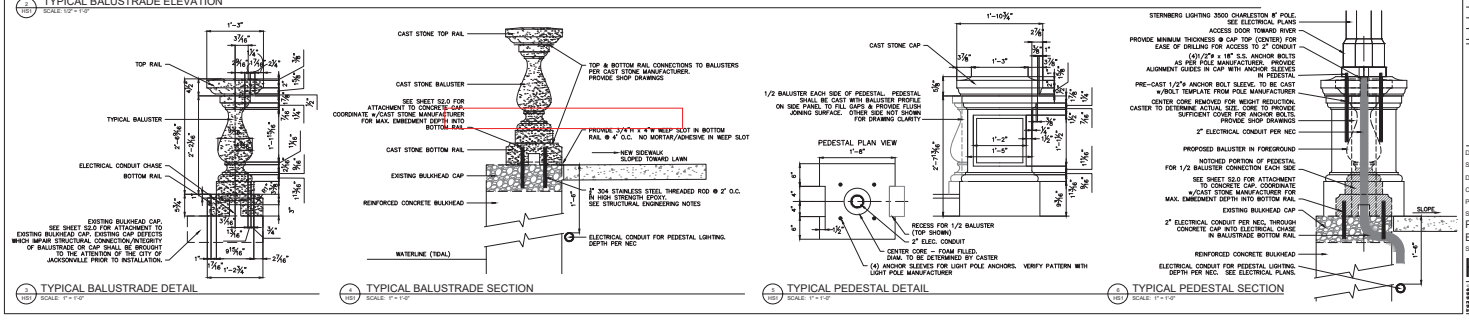


1 HS1 BALUSTRADE DEMOLITION / LAYOUT PLAN
SCALE: 1" = 20'



2 HS1 TYPICAL BALUSTRADE ELEVATION
SCALE: 1/2" = 1'-0"



3 HS1 TYPICAL BALUSTRADE DETAIL
SCALE: 1" = 1'-0"

4 HS1 TYPICAL BALUSTRADE SECTION
SCALE: 1" = 1'-0"

5 HS1 TYPICAL PEDESTAL DETAIL
SCALE: 1" = 1'-0"

6 HS1 TYPICAL PEDESTAL SECTION
SCALE: 1" = 1'-0"

LANDSCAPE ARCHITECTURE / LAND PLANNING
541 Oleander Street, Neptune Beach, FL 32266
Phone: (904) 247-7729 Fax: (904) 373-9177
www.goddarddesign.com LC 0000397

DEMOLITION NOTES:

1. Existing elements that are to be removed shall be demolished and the site restored unless otherwise noted. All elements to be removed shall be handled and disposed of off site as required by local, State, and Federal codes or laws, including the monitoring and protection of workers and the public during construction operations.

2. Any damage to landscaping, lighting, structures, irrigation, or architectural features shall be repaired/replaced as-is at no cost to the City.

3. Existing mortar and/or adhesive shall be removed from existing cast stone pieces to be re-used, and damage to these pieces shall be repaired to match existing intact cast stone. Contractor shall coordinate with the City and its Representative of damage to proposed re-use pieces which cannot be mitigated, and which will require replacement with new.

WORK AREA

1. Contractor shall advise City and Client of the work area necessary to complete this scope, including loading/unloading areas, and said areas shall be separated from the public by placement of existing barricades along the public sidewalk.

2. Signs shall be posted notifying the public of the work area, and prohibiting entry into such areas.

GENERAL NOTES:

1. All work to be in accordance with City of Jacksonville and FEMA requirements.

2. Contractor shall be responsible for all permits and compliance with local & federal requirements.

3. Dimensions of cast stone pieces are provided as reference information. Existing pieces shall serve as templates for all new castings.

4. Existing bulkhead cap shall be assessed for structural integrity by a licensed structural engineer prior to initiation of work. Cap conditions, including, but not limited to, cracks, spalling, rust, loose connections to bulkhead, or other defects or conditions that impair, or which would compromise the ability of the cap to support the replacement balustrade shall be brought to the immediate attention of the City of Jacksonville project representative. Notice shall also be given to the Project Landscape Architect and the Memorial Park Association Construction Committee.

MEMORIAL PARK REHABILITATION

for Memorial Park Association
of the City of Jacksonville
Jacksonville, Florida

Rev.	Date	Comment
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-

HS1-HS3 ONLY

Date:	7/27/18
Scale:	Noted
Drawn by:	BMG
Checked by:	BMG
Project No.	17-134
Sheet Title:	POST-IRMA BALUSTRADE REPAIR
Sheet No.	HS1 of 3

©2018, Goddard Design Associates, Inc. These drawings and specifications are the property of the author & shall not be used for any other work except by written agreement with the author. They are not to be used by any person or firm for any purpose or project other than specified on this drawing without the written consent of Goddard Design Associates, Inc.

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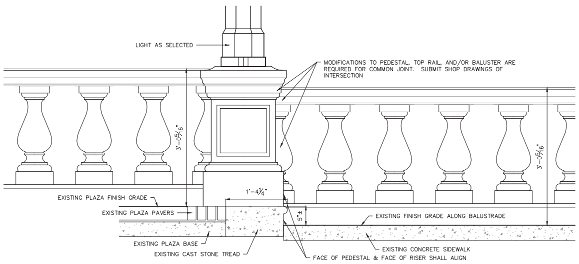
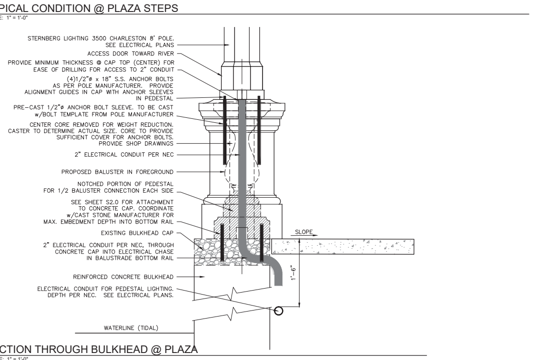


1 HS2 TYPICAL CONDITION @ PLAZA STEPS
SCALE: 1" = 1'-0"



2 HS2 SECTION THROUGH BULKHEAD @ PLAZA
SCALE: 1" = 1'-0"

Part 1 General

1.1. Section Includes - Architectural Cast Stone.

Scope - Cast Stone shown on architectural drawings and as described in this specification.

- Manufacturer shall furnish Cast Stone covered by this specification.

1.2. References

ACI 318 - Building Code Requirements for Reinforced Concrete.

ASTM A 185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.

ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Reinforced Concrete.

ASTM C 33 - Standard Specification for Concrete Aggregates.

ASTM C 150 - Standard Specification for Portland Cement.

ASTM C 595 - Blended Cement

ASTM C 1157 - Hydraulic Cement

ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volume Method.

ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

ASTM C 260 - Standard Specification for Air-Entrained Admixtures for Concrete.

ASTM C 270 - Standard Specification for Mortar for Unit Masonry.

ASTM C 426 - Standard Test Method for Linear Shrinkage of Concrete Masonry Units.

ASTM C 494/C 494M - Standard Specification for Chemical Admixtures for Concrete.

ASTM C 618 - Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.

ASTM C 666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.

ASTM C 979 - Standard Specification for Coloring Pigments for Integrally Pigmented Concrete.

ASTM C 989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete.

ASTM C 1116 - Standard Specification for Fiber Reinforced Concrete and Shotcrete.

ASTM C 1194 - Standard Test Method for Compressive Strength of Architectural Cast Stone.

ASTM C 1195 - Standard Test Method for Absorption of Architectural Cast Stone.

ASTM C 1364 - Standard Specification for Architectural Cast Stone.

ASTM D 2244 - Standard Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.

Cast Stone Institute® Technical Manual (Current Edition)

1.3. Definitions

Cast Stone - a refined architectural concrete building unit manufactured to simulate natural cut stone, used in Division 4 masonry applications.

- Dry Cast - manufactured from zero slump concrete.

  Vibrant Dry Tamp (VDT) casting method: Vibratory ramming of earth moist, zero-slump concrete against a rigid mold until it is densely compacted.

  Machine casting method: Manufactured from earth moist, zero-slump concrete compacted by machinery using vibration and pressure against a mold until it becomes densely consolidated.

- Wet Cast - Manufactured from measurable slump concrete.

  Wet casting method: Manufactured from measurable slump concrete and vibrated into a mold until it becomes densely consolidated.

- Specifier Note: Slump, manufacturing method, and apparatus shall be selected by the manufacturer and not specified by the purchaser.

1.4. Submittal Procedures

Samples: Submit pieces of the Cast Stone that are representative of the general range of finish and color proposed to be furnished for the project. Samples and finished product shall match in texture and color existing cast stone pieces after cleaning of originals.

Test results: Submit manufacturers test results of Cast Stone previously made by the manufacturer.

Shop Drawings: Submit manufacturers shop drawings including profiles, cross-sections, reinforcement, exposed faces, arrangement of joints (optional for standard or semi-custom installations), anchoring methods, anchors (if required), annotation of stone types and their location.

Warranty: Submit Cast Stone Institute® Member Limited Warranty.

Certification: Submit valid Cast Stone Institute® Plant Certification.

1.5. Quality Assurance

Manufacturer Qualifications:

- Cast Stone shall be produced in a plant certified by the Cast Stone Institute®.
- Manufacturer shall have sufficient plant facilities to produce the shapes, quantities and size of Cast Stone required in accordance with the project schedule.
- Manufacturer shall submit a written list of projects similar in scope and at least three (3) years of age, along with owner, architect and contractor references.
- Manufacturer shall have provided cast stone products of similar scope for historically significant projects

Standards: Comply with the requirements of the Cast Stone Institute® Technical Manual and the project specifications. Where a conflict may occur, the contract documents shall prevail.

Mock-up (Optional) Provide full size unit(s) for use in construction of sample wall. The approved mock-up shall become the standard for appearance and workmanship for the project.

Warranty Period: 10 years.

Part 2 Products

2.1. Architectural Cast Stone - Vibrant Dry Tamp Method

Comply with ASTM C 1364

Physical properties: Provide the following:

- Compressive Strength - ASTM C 1194: 8,500 psi minimum for products at 28 days.
- Absorption - ASTM C 1195: 6.0% maximum by the cold water method.
- Air Content - ASTM C 173 or C 231, for wet cast product shall be 4.0-8.0% for units exposed to freeze-thaw environments. Air entrainment is not required for Vibrant Dry Tamp (VDT) products.
- Freeze-thaw - ASTM C 1364: The CPWL shall be less than 5.0% after 300 cycles of freezing and thawing.
- Linear Drying Shrinkage - ASTM C 426: Test and report in accordance with ASTM C1364.

Job site testing - One sample from production units may be selected at random from the field for each 500 cubic feet delivered to the job site.

- Three field cut cube specimens from each of these samples shall have an average minimum compressive strength of not less than 85% with no single specimen testing less than 75% of design strength as allowed by ACI 318.
- Three field cut cube specimens from each of these samples shall have an average maximum cold-water absorption of 6.0%.
- Field specimens shall be tested in accordance with ASTM C 1194 and C 1195.

2.2. Raw Materials

Portland cement - Type I or Type III, white, ASTM C 150.

Coarse aggregates - Granite, quartz or limestone, ASTM C 33, except for gradation, and are optional for the Vibrant Dry Tamp (VDT) casting method.

Fine aggregates - Manufactured or natural sands, ASTM C 33, except for gradation.

Colors - Inorganic iron oxide pigments, ASTM C 979 except that carbon black pigments shall not be used.

Admixtures- Comply with the following:

- ASTM C 260 for air-entraining admixtures.
- ASTM C 494/C 495M Types A - G for water reducing, retarding, accelerating and high range admixtures.
- Other admixtures: Integral water repellents and other chemicals, for which no ASTM Standard exists, shall be previously established as suitable for use in concrete by proven field performance or through laboratory testing.
- ASTM C 618 mineral admixtures of dark and variable colors shall not be used in surfaces intended to be exposed to view.
- ASTM C 989 granulated blast furnace slag may be used to improve physical properties. Tests are required to verify these features.

Water - Potable

Reinforcing bars:

- ASTM C 1116: Fiberglass reinforced polymer rebar.
- Welded Wire Fabric: ASTM A 185 where applicable for wet cast units.

All anchors, dowels and other anchoring devices and shims shall be standard building stone anchors commercially available in a non-corrosive material such as zinc plated, galvanized steel, brass, or stainless steel Type 302 or 304.

2.3. Color and Finish

Match existing pieces on site or held by City. Existing pieces to be matched shall be clean prior to color/finish match.

All surfaces intended to be exposed to view shall have a fine-grained texture similar to natural stone, with no air voids in excess of 1/32 in. and the density of such voids shall be less than 3 occurrences per any 1 in.2 and not obvious under direct daylight illumination at a 5 ft distance.

Units shall exhibit a texture approximately equal to the approved sample when viewed under direct daylight illumination at a 10 ft distance.

- ASTM D 2244 permissible variation in color between units of comparable age subjected to similar weathering exposure.
- Total color difference - not greater than 6 units.
- Total hue difference - not greater than 2 units.

Minor chipping resulting from shipment and delivery shall not be grounds for rejection. Minor chips shall not be obvious under direct daylight illumination from a 20-ft distance.

Remove cement film, if required, from exposed surfaces prior to packaging for shipment.

2.4. Reinforcing

Reinforce the units as required by the drawings and for safe handling and structural stress.

Minimum reinforcing shall be 0.25 percent of the cross section area.

Reinforcement shall be. All reinforcement shall have minimum coverage of twice the diameter of the bars.

Units greater than 24 in. (600 mm) in one direction shall be reinforced in that direction. Units less than 24 in. (600 mm) in both their length and width dimension shall be non-reinforced unless otherwise specified.

Welded wire fabric reinforcing shall not be used in dry cast products.

2.5. Curing

Cure units in a warm curing chamber approximately 100°F (37.8°C) at 95 percent relative humidity for approximately 12 hours, or cure in a 95 percent moist environment at a minimum 70°F (21.1°C) for 16 hours after casting. Additional yard curing at 95 percent relative humidity shall be 350 degree-days (i.e. 7 days @ 50°F (10°C) or 5 days @ 70°F (21°C) prior to shipping. Form cured units shall be protected from moisture evaporation with curing blankets or curing compounds after casting.

2.6. Manufacturing Tolerances

Cross section dimensions shall not deviate by more than ±1/8 in. from approved dimensions.

Length of units shall not deviate by more than length/ 360 or ±1/8 in., whichever is greater, not to exceed ±1/4 in.

- Maximum length of any unit shall not exceed 15 times the average thickness of such unit unless otherwise agreed by the manufacturer.

Warp, bow or twist of units shall not exceed length/ 360 or ±1/8 in., whichever is greater.

Location of dowel holes, anchor slots, flashing grooves, false joints and similar features - On formed sides of unit, 1/8 in., on unformed sides of unit, 3/8 in. maximum deviation.

2.7. Production Quality Control

Testing.

- Test compressive strength and absorption from specimens taken from every 500 cubic feet of product produced.
- Perform tests in accordance ASTM C 1194 and C 1195
- Have tests performed by an independent testing laboratory every six months.
- New and existing mix designs shall be tested for strength and absorption compliance prior to producing units.
- Retain copies of all test reports for a minimum of two years.

2.8. Delivery, Storage and Handling

Mark production units with the identification marks as shown on the shop drawings.

Package units and protect them from staining or damage during shipping and storage.

Provide an itemized list of product to support the bill of lading.

3. Part 3 Execution

3.1. Examination

Installing contractor shall check Cast Stone materials for fit and finish prior to installation.

Do not set unacceptable units.

3.2. Setting Tolerances

Comply with Cast Stone Institute® Technical Manual.

Set stones 1/8 in. or less, within the plane of adjacent units.

Joints, plus - 1/16 in., minus - 1/8 in.

3.3. Jointing

Joint size:

- At stone/brick joints 3/8 in.
- At stone/stone joints in vertical position 1/4 in. (3/8 in. optional).
- Stone/stone joints exposed on top 3/8 in.

Joint materials:

- Mortar, Type N, ASTM C 270.
- Use a full bed of mortar at all bed joints.

  Flush vertical joints full with mortar.
- Leave all joints with exposed tops or under relieving angles open for sealant.
- Leave head joints in copings and projecting components open for sealant.

Location of joints:

- As shown on shop drawings.
- At control and expansion joints unless otherwise shown.

3.4. Setting

Wet units with clean water prior to setting.

All pieces shall be level and plumb in all directions, except where existing base material is not level.

Fill dowel holes and anchor slots completely with mortar or non-shrink grout.

Set units in full bed of mortar, unless otherwise detailed.

Rake mortar joints 3/4 in. in for pointing.

Remove excess mortar from unit faces immediately after setting.

Tuck point unit joints to a slight concave profile.

3.5. Joint Protection

Comply with requirements of Section 07 90 00.

Prime ends of units, insert properly sized backing rod and install required sealant.

3.6. Repair and Cleaning

Repair chips with touchup materials furnished by manufacturer.

Saturate units to be cleaned prior to applying an approved masonry cleaner.

Consult with manufacturer for appropriate cleaners

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DEMOLITION NOTES:

1. Existing elements that are to be removed shall become the property of the Contractor, unless otherwise noted. All elements to be removed shall be handles and disposed of off site as required loal, State, and Federal codes or laws, including the monitoring and protection of workers and the public during construction operations.

2. Any damage to landscaping, lighting, structures, irrigation, or architectural features shall be repaired/replaced as-is at no cost to the City.

3. Existing mortar and/or adhesive shall be removed from existing cast stone pieces to be re-used, and damage to these pieces shall be repaired to match existing intact cast stone. Contractor shall immediately advise the Client and its Representative of damage to proposed re-use pieces which cannot be mitigated, and which will require replacement with new.

WORK AREA

1. Contractor shall advise City and Client of the work area necessary to complete this scope, including loading/unloading areas, and said areas shall be separated from the public by placement of existing barricades along the public sidewalk.

2. Signs shall be posted notifying the public of the work area, and prohibiting entry into such areas.

GENERAL NOTES:

1. All work to be in accordance with City of Jacksonville and FEMA requirements.

2. Contractor shall be responsible for all permits and compliance with local & federal requirements.

3. Dimensions of cast stone pieces are provided as reference information. Existing pieces shall serve as templates for all new castings.

4. Existing bulkhead cap shall be assessed for structural integrity by a licensed structural engineer prior to initiation of work. Cap conditions, including, but not limited to, cracks, spalling, rust, loose connections to bulkhead, or any other impediment to construction, which would compromise the ability of the cap to support the replacement balustrade shall be brought to the immediate attention of the City of Jacksonville project representative. Notice shall be copied to the Project Landscape Architect and the Memorial Park Association Construction Committee.

MEMORIAL PARK
REHABILITATION
for Memorial Park Association
and the City of Jacksonville
Jacksonville, Florida

Rev.	Date	Comment
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-

Date: 7/27/18
Scale: Noted
Drawn by: BMG
Checked by: BMG
Project No. 17-134
Sheet Title:
POST-IRMA
BALUSTRADE REPAIR
Sheet No.
HS2 Of 3

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EXHIBIT C-2

SECTION 013591 - HISTORIC TREATMENT PROCEDURES

PART 1 - GENERAL RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes special procedures for historic treatment on Project including, but not limited to, the following:

1. Storage and protection of existing historic materials.
2. Temporary protection of historic materials during construction.
3. Protection during application of chemicals.
4. Protection during use of heat-generating equipment.
5. Historic treatment procedures.
6. Removal of bird excrement.

1.3 DEFINITIONS

A. "Preservation": To apply measures necessary to sustain the existing form, integrity, and materials of a historic property. Work may include preliminary measures to protect and stabilize the property.

B. "Rehabilitation": To make possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features that convey its historical, cultural, or architectural values.

C. "Restoration": To accurately depict the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and the reconstruction of missing features from the restoration period.

D. "Reconstruction": To reproduce in the exact form and detail a building, structure, or artifact as it appeared at a specific period in time.

A.

E. "Stabilize": To apply measures designed to reestablish a weather-resistant enclosure and the structural reinforcement of an item or portion of the building while maintaining the essential form as it exists at present.

F. "Protect and Maintain": To remove deteriorating corrosion, re-apply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.

G. "Repair": To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Within restoration, repair also includes limited replacement in kind, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.

H. "Replace": To duplicate and replace entire features with new material in kind. Replacement includes the following conditions:

1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.

I. "Remove": To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

J. "Remove and Salvage": To detach items from existing construction and deliver them to Owner ready for reuse.

K. "Remove and Reinstall": To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.

L. "Existing to Remain" or "Retain": Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.

M. "Material in Kind": Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

1.4 SUBMITTALS

A. Historic Treatment Program: Submit a written plan for each phase or process including protection of surrounding materials during operations. Describe in detail materials, methods, and equipment to be used for each phase of work.

1.2

1. Alternative Methods and Materials: If alternative methods and materials to those indicated are proposed for any phase of work, provide a written description including evidence of successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this Project.
2. Qualification Data: For historic treatment specialists and supervisory personnel. Include list of completed projects with the scope of work and budget for each.
3. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by historic treatment operations. Submit before work begins.
4. Record Documents: Include modifications to manufacturer's written instructions and procedures, as documented in the historic treatment preconstruction conference and as the Work progresses.

1.5 QUALITY ASSURANCE

A. Historic Treatment Specialist Qualifications: A firm that employs personnel, including supervisory personnel, experienced and skilled in the processes and operations indicated.

1. Historic Treatment Preconstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
2. Review manufacturer's written instructions for precautions and effects of products and procedures on building materials, components, and vegetation.
3. Record procedures established as a result of the review and distribute to affected parties.

B. PROTECTION OF HISTORIC MATERIALS

1. Do not dispose of items removed from existing construction without prior written consent of Owner.
2. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling during new construction. When permitted by Architect, items may be removed to a suitable, protected storage location during new construction and cleaned and reinstalled in their original locations after construction operations are complete.
   a. Storage and Protection: When removed from their existing location, store historic materials within a weather tight enclosure where they are protected from wetting by rain, snow, or groundwater, and temperature variations. Secure stored materials to protect from theft.
   b. Identify removed items with an inconspicuous mark indicating their original location.
   c. Existing items included under this section may include, but are not limited to, marble benches, trash receptacles, signage, cast stone treads, fountain & Life sculpture, balustrade & bronze eagle pieces near large grass oval.

1.6 PROJECT-SITE CONDITIONS

A. EXTERIOR CLEANING AND REPAIRING

1. Proceed with the work only when forecasted weather conditions are favorable.
2. Perform cleaning and rinsing of the exterior only during daylight hours.

1.7 EXECUTION

A. PROTECTION, GENERAL

1. Comply with manufacturer's written instructions for precautions and effects of products and procedures on adjacent building materials, components, and vegetation.
2. Ensure that supervisory personnel are present when work begins and during its progress.
3. Temporary Protection of Historic Materials during Construction:
4. Protect existing materials during installation of temporary protections and construction. Do not deface or remove existing materials.
5. Attachments of temporary protection to existing construction shall be approved by Architect prior to installation.
6. Protect landscape work adjacent to or within work areas as follows:
7. Provide barriers to protect tree trunks.
8. Bind spreading shrubs.
9. Use coverings that allow plants to breathe and remove coverings at the end of each day. Do not cover plant material with a waterproof membrane for more than 8 hours at a time.
10. Set scaffolding and ladder legs away from plants.
11. Existing Drains: Prior to the start of work or any cleaning operations, test drains and other water removal systems to ensure that drains and systems are functioning properly. Notify Architect or owner's agent immediately of drains or systems that are stopped or blocked. Do not begin Work of this Section until the drains are in working order.
12. Provide a method to prevent solids including stone or mortar residue from entering the drains or drain lines. Clean out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
13. Protect storm drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

1. B. PROTECTION DURING APPLICATION OF CHEMICALS

1. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemical cleaners and paint removers.
2. Cover adjacent surfaces with materials that are proven to resist chemical cleaners selected for Project unless chemicals being used will not damage adjacent surfaces. Use covering materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
3. Do not clean surfaces during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
4. Neutralize and collect alkaline and acid wastes and dispose of off Owner's property.
5. Dispose of runoff from chemical operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

C. PROTECTION DURING USE OF HEAT-GENERATING EQUIPMENT

1. Comply with the following procedures while performing work with heat-generating equipment, including welding, cutting, soldering, brazing, paint removal with heat, and other operations where open flames or implements utilizing heat are used:
2. Obtain Owner's approval for operations involving use of open-flame or welding equipment.
3. Notification shall be given for each occurrence and location of work with heat-generating equipment.
4. As far as practical, use heat-generating equipment in shop areas or outside the building.
1. a. Before work with heat-generating equipment commences, furnish personnel to serve as a fire watch (or watches) for location(s) where work is to be performed.
   i. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
   j. Remove and keep the area free of combustibles, including, rubbish, paper, waste, etc., within area of operations.
   k. If combustible material cannot be removed, provide fireproof blankets to cover such materials.
   l. Where possible, furnish and use baffles of metal or gypsum board to prevent the spraying of sparks or hot slag into surrounding combustible material.
   m. Prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
   n. Inspect each location of the day's work not sooner than 30 minutes after completion of operations to detect hidden or smoldering fires and to ensure that proper housekeeping is maintained.
   o. Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to automatic sprinkler heads, shield the individual heads temporarily with guards.

1.8 HISTORIC TREATMENT PROCEDURES

A. The principal aim of preservation work is to halt the process of deterioration and stabilize the item's condition, unless otherwise indicated. Repair is required where specifically indicated. The following procedures shall be followed:

B. Retain as much existing material as possible; repair and consolidate rather than replace.

C. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.

D. Use reversible processes wherever possible.

E. Use traditional replacement materials and techniques. New work shall be distinguishable to the trained eye, on close inspection, from old work.

F. Record the work before the procedure with pre-construction photos and during the work with periodic construction photos.

G. Prohibit smoking by personnel performing work on or near historic structures.

A.

1. Obtain Architect's review and written approval in the form of a Constructive Change Directive or Supplemental Instruction before making changes or additions to construction or removing historic materials.
2. Notify Architect of visible changes in the integrity of material or components whether due to environmental causes including biological attack, UV degradation, freezing, or thawing; or due to structural defects including cracks, movement, or distortion.
3. Do not proceed with the work in question until directed by Architect or Owner's rep.
4. Where missing features are indicated to be repaired or replaced, provide features whose designs are based on accurate duplications rather than on conjectural designs, subject to the approval of Architect and Preservation Specialist.
5. Where Work requires existing features to be removed, cleaned, and reused, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
6. Identify new or replacement materials and features with inconspicuous, permanent marks to distinguish them from original materials. Record the legend of identification marks and the locations of these marks on Record Drawings.
7. When cleaning, match samples of existing materials that have been cleaned and identified for acceptable cleaning levels. Avoid over-cleaning to prevent damage to existing materials during cleaning.

END OF SECTION 013591

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2. Any damage to landscaping, lighting, structures, irrigation, or architectural features shall be repaired/replaced as—is at no cost to the City.

3. Existing mortar and/or adhesive shall be removed from existing cast stone pieces to be re—used, and damage to these pieces shall be repaired to match existing intact cast stone. Contractor shall immediately advise the Client and its Representative of damage to proposed re—use pieces which cannot be mitigated, and which will require replacement with new.

WORK AREA

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2. Signs shall be posted notifying the public of the work area, and prohibiting entry into such areas.

GENERAL NOTES:

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2. Contractor shall be responsible for all permits and compliance with local & federal requirements.

3. Dimensions of cast stone pieces are provided as reference information. Existing pieces shall serve as templates for all new castings.

4. Existing bulkhead cap shall be assessed for structural integrity by a licensed structural engineer prior to initiation of work. Cap conditions, including, but not limited to, cracks, spalling, rust, loose connections to bulkhead, or any other impediment to construction, which would compromise the ability of the cap to support the replacement balustrade shall be brought to the immediate attention of the City of Jacksonville project representative. Notice shall be copied to the Project Landscape Architect and the Memorial Park Association Construction Committee.

MEMORIAL PARK
REHABILITATION
for Memorial Park Association
and the City of Jacksonville
Jacksonville, Florida

Rev.	Date	Comment
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Date: 7/27/18
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Project No. 17-134
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POST-IRMA
BALUSTRADE REPAIR
Sheet No.
HS3 Of 3

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EXHIBIT C-2

ELECTRICAL LEGEND

P1-1 —— LIGHTING POLE WITH POST TOP FIXTURE

—— PANELBOARD

—— ELECTRICAL METER

—— CONDUIT RUN EXPOSED

—— CONDUIT RUN CONCEALED, OR UNDERGROUND

DEMOLITION TAGS

THE FOLLOWING ARE USED IN CONJUNCTION WITH DEVICES:

- (EX) —— EXISTING SHALL REMAIN
- (ER) —— EXISTING SHALL BE REMOVED
- (EN) —— EXISTING SHALL BE REPLACED WITH NEW DEVICE
- (EXR) —— EXISTING SHALL BE RELOCATED TO NEW LOCATION
- (ERP) —— EXISTING IN RELOCATED POSITION

EXISTING ITEMS NOT SHOWN SHALL REMAIN AS IS.

ABBREVIATIONS

AB	ABOVE	EX	EXISTING	STR	STARTER
AC	ABOVE COUNTER	EPB	ELECTRICAL PULL BOX	T	TOP
AFF	ABOVE FINISHED FLOOR	EWC	ELECTRIC WATER COOLER	TBD	TO BE DETERMINED
AFI	ARC-FAULT INTERRUPTER	EWH	ELECTRIC WATER HEATER	UNO	UNLESS NOTED OTHERWISE
AFG	ABOVE FINISHED GRADE	FAAP	FIRE ALARM ANNUNCIATOR PANEL	WP	WEATHERPROOF
AIC	AMPERE INTERRUPTING CAPACITY	FACP	FIRE ALARM CONTROL PANEL	XFMR	TRANSFORMER
ATM	AUTOMATIC TELLER MACHINE	GFI	GROUND FAULT INTERRUPTER		
B	BOTTOM	GND	GROUND		
BKR	BREAKER	IT	INFORMATION TECHNOLOGY		
C	CONDUIT	KWHM	KILOWATT HOUR METER		
CKT	CIRCUIT	LV	LOW VOLTAGE		
CL	CENTER LINE	MH	MOUNTING HEIGHT		
CLG	CEILING HEIGHT	NEC	PER LATEST NATIONAL ELECTRICAL CODE		

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GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL WORK SHALL COMPLY WITH NATIONAL ELECTRICAL CODE, THE NATIONAL FIRE CODES, AND LOCAL BUILDING CODES, LATEST EDITIONS.
2. THE CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BID.
3. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE PROJECT TO ENSURE THAT ALL WORK SHALL MEET OR EXCEED THE ABOVE REQUIREMENTS. ANY ALLEGED DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
4. THE CONTRACTOR IS DIRECTED TO OBTAIN COPIES OF ALL RELATED PLANS, SPECIFICATIONS, SHOP DRAWINGS AND ADDENDUMS TO COORDINATE THE RELATED WORK AND SCHEDULING.
5. THE CONTRACTOR SHALL THOROUGHLY REVIEW THE ARCHITECTURAL PLANS TO ASSURE THAT ELECTRICAL SERVICE FOR ALL ITEMS AND/OR EQUIPMENT REQUIRING ELECTRICAL SERVICE IS INCLUDED. ANY ITEM AND/OR EQUIPMENT NOT PROVIDED WITH ELECTRICAL SERVICE, REQUIRING ELECTRICAL SERVICE, SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
6. MINIMUM TRADE SIZE FOR CONDUIT PERMITTED SHALL BE 3/4 INCH UNLESS NOTED OTHERWISE.
7. ALL CONDUCTOR SHALL BE COPPER WITH 600 VOLT INSULATION TYPE THHN OR THWN (MINIMUM SIZE SHALL BE #12AWG). CONTRACTOR SHALL ADJUST WIRE AND CONDUIT SIZES IF OTHER INSULATION TYPES ARE USED.
8. ALL ELECTRICAL WIRING DEVICES INDICATED TO BE INSTALLED IN MASONRY WALLS SHALL BE FLUSH MOUNTED, UNLESS OTHERWISE NOTED. THE CONDUITS TO ASSOCIATED ELECTRICAL EQUIPMENT SHALL BE CONCEALED IN WALLS OR FLOOR.
9. ALL ELECTRICAL EQUIPMENT MOUNTED INDOORS SHALL BE IN NEMA 1 ENCLOSURE. ALL EQUIPMENT MOUNTED OUTDOORS SHALL BE IN NEMA 3R ENCLOSURE. UNLESS OTHERWISE NOTED.
10. ALL CONDUIT RUNS SHALL BE CONCEALED UNLESS SPECIFICALLY NOTED OTHERWISE.
11. ALL SPECIAL PURPOSE OUTLETS SHALL BE PROVIDED TO MATCH EQUIPMENT TO BE SUPPLIED.
12. THE PLANS INDICATE THE DESIRED ARRANGEMENT AND GENERAL LOCATIONS OF LIGHT FIXTURES. THE ARCHITECTURAL PLANS INDICATE ADDITIONAL DATA AS TO THE FINAL FIXTURE PLACEMENT.
13. ANY EXISTING UTILITIES LOCATED IN THE AREA OF CONSTRUCTION WHICH REQUIRE RELOCATION BY THE OWNER SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE A MINIMUM OF TEN DAYS IN ADVANCE.
14. THE CONTRACTOR SHALL CHECK THE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION AND/OR DIMENSIONS FOR INSTALLATION OF ALL ELECTRICAL ITEMS. ALL QUESTIONABLE LOCATIONS SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
15. ALL EMPTY CONDUITS SHALL CONTAIN JET LINE #232 POLYOLEFIN 200 LB. TEST.
16. ALL WORK SHOWN ON THE ELECTRICAL PLANS SHALL BE PERFORMED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
17. ALL SERVICE EQUIPMENT AND ELECTRICAL PANELS SHALL HAVE A MINIMUM CLEAR AREA 30" WIDE AND 36" DEEP IN FRONT. THIS CLEAR AREA MUST EXTEND FROM FLOOR TO CEILING WITH NO INTRUSIONS FROM OTHER EQUIPMENT, CABINETS, COUNTERS, APPLIANCES, ETC. ELECTRICAL PANELS ARE NOT ALLOWED IN CLOTHES CLOSETS OR RESTROOMS.
18. THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS OF ALL FIELD MODIFICATIONS AND ADJUSTMENTS AND SHALL DELIVER "AS-BUILT" DRAWINGS TO THE OWNER UPON COMPLETION OF THE WORK.
19. EXTERIOR BURIED CONDUIT RUNS SHALL BE MINIMUM 24" BELOW FINISHED GRADE. PROVIDE DETECTABLE CAUTION TAPE 12" BELOW GRADE.
20. REFER TO SPECIFICATIONS FOR FURTHER INFORMATION.

GENERAL DEMOLITION NOTES

1. THE CONTRACTOR SHALL VISIT THE SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BID.
2. THE OWNER HAS THE FIRST RIGHT OF REFUSAL FOR ANY REMOVED EXISTING ITEM. COORDINATE WITH THE OWNER & A/E.
3. THE CONTRACTOR SHALL ENSURE THAT THERE IS NO INTERRUPTION OF SERVICES TO EXISTING BUILDINGS DURING CONSTRUCTION. ALL OUTAGES SHALL BE SCHEDULED WITH THE OWNERS REPRESENTATIVE.
4. THE ELECTRICAL PLANS DO NOT INDICATE ALL EXISTING INSTALLATIONS.
5. THE INSTALLER IS RESPONSIBLE FOR ALL FEES, PERMITS AND INSPECTIONS WITHOUT ADDITIONAL CHARGE TO THE OWNER.
6. THESE DRAWINGS WERE DEVELOPED JUNE 2019. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING A THOROUGH SITE SURVEY AND NOTIFYING THE ENGINEER OR OWNER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
7. THE REUSE OF EXISTING ELECTRICAL COMPONENTS SHALL COMPLY WITH THE 2017 VERSION OF THE NEC.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ELECTRICAL CONDUIT AND WIRES SERVING EQUIPMENT TO BE REMOVED OR RELOCATED.

[redacted]
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The Ohmega Group, Inc. | Be Brilliant.
Consulting Engineers
1756 SILVER STREET, JACKSONVILLE, FL 32206
T : 904 807 6512 | WWW.OHMEGAGROUP.COM
FLORIDA COA NO. 25911

MARK A. MORLEY
LICENSE
No. 59813
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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MEMORIAL PARK
REHABILITATION
for Memorial Park Association
and the City of Jacksonville
Jacksonville, Florida

Rev.	Date	Comment
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-

Date:	6/11/19
Scale:	As Noted
Drawn by:	DBJ
Checked by:	MAM
TOG Project No.:	00645-01-0519
Sheet Title:	ELECTRICAL LEGEND & NOTES
Sheet No.	E1 of 3

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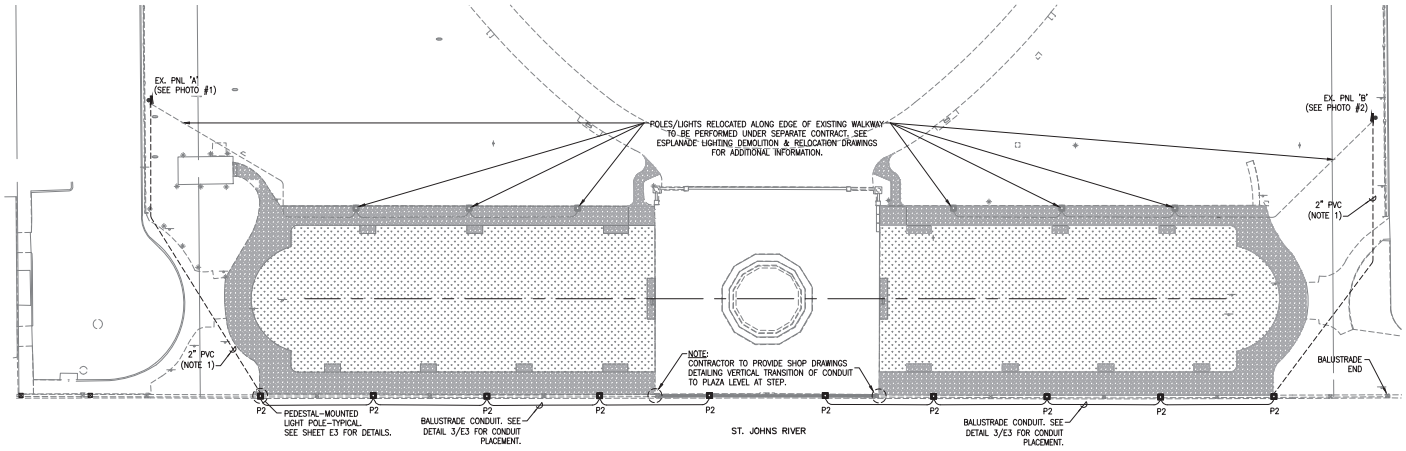
EXHIBIT C-2

NOTES

1. CONNECT LIGHTING TO EXISTING CIRCUITS. RUN CONDUIT FOR NEW/RELOCATED LIGHT POLES UNDER NEW WALKWAY PAVEMENT TO AVOID EXCESSIVE INTRUSION THROUGH LANDSCAPING ALONG PATHWAYS.



NORTH

ELECTRICAL LAYOUT PLAN - BALUSTRADE

0 10' 20' 40' 60' SCALE: 1" = 20'-0"

1 **PHOTO #1 - EX. PNL 'A'**
SCALE: N.T.S.

2 **PHOTO #2 - EX. PNL 'B'**
SCALE: N.T.S.

LANDSCAPE ARCHITECTURE | LAND PLANNING
541 Chevrolet Street, Neptune Beach, FL 32266
Phone (904) 501-7127 Fax (904) 374-0177
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MEMORIAL PARK REHABILITATION

for Memorial Park Association and the City of Jacksonville
Jacksonville, Florida

Rev.	Date	Comment
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2	-	-
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4	-	-
5	-	-

Date: 6/11/19
Scale: As Noted
Drawn by: DBJ
Checked by: MAM
TOG Project No.: 00645-01-0519
Sheet Title: ELECTRICAL LAYOUT PLAN
Sheet No.: E2 of 3

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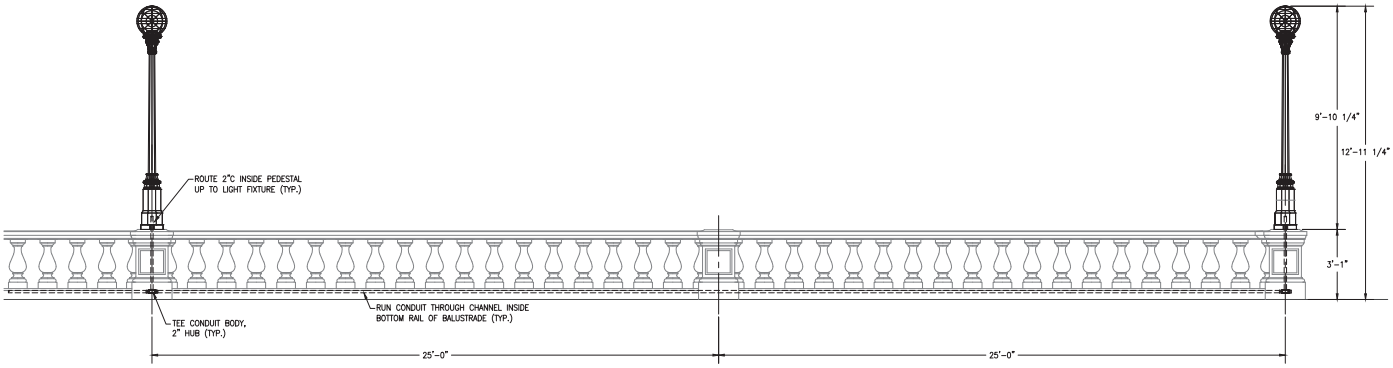
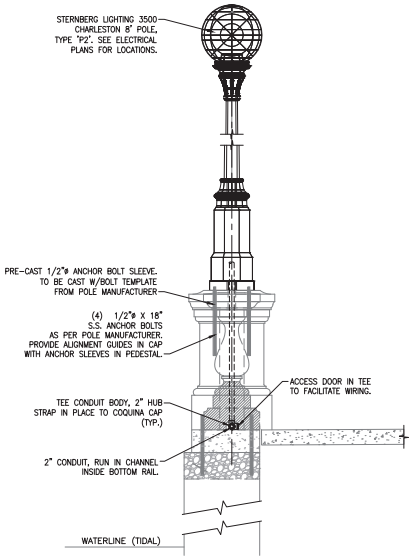


1 **TYPICAL BALUSTRADE LIGHTING POLE ELEVATION, TYPE 'P2'**
SCALE: NONE

2 **NOT USED**
SCALE: NONE



3 **TYPICAL LIGHTING POLE PEDESTAL AT PLAZA, TYPE 'P2'**
SCALE: NONE

4 **NOT USED**
SCALE: NONE

LANDSCAPE ARCHITECTURE | LAND PLANNING
541 Devonshire Street, Neptune Beach, FL 32266
Phone: (904) 221-2138 Fax: (904) 221-9117
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MEMORIAL PARK
REHABILITATION
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Rev.	Date	Comment
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2	-	-
3	-	-
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5	-	-

Date:	6/11/19
Scale:	As Noted
Drawn by:	DBJ
Checked by:	MAM
TOG Project No.	00645-01-0519
Sheet Title:	BALUSTRADE ELECTRICAL DETAILS
Sheet No.	E3 of 3

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Docusign Envelope ID: 3ECC07044-1BF7-4D8A-982B-09-1E42195C4C

DESIGN CODE: _____ 2017 FLORIDA BUILDING CODE

WIND LOADING: (ASCE 7/10)
BASIC WIND SPEED _____ 130 MPH
IMPORTANCE FACTOR _____ 1.00

BUILDING CATEGORY _____ SIGN/ FENCE
EXPOSURE CATEGORY _____ D
ENCLOSURE CLASSIFICATION _____ OPEN

MATERIAL SPECIFICATIONS:
THREADED ROD: SHALL BE IN ACCORDANCE WITH SS 304 ASTM F593
WASHERS: SHALL BE SS AND BE IN ACCORDANCE WITH ASTM A193
NUTS: SHALL BE SS AND BE IN ACCORDANCE WITH ASTM A194
METAL CONNECTORS: ALL METAL CONNECTORS WHICH ARE EXPOSED TO EXTERIOR SHALL BE STAINLESS STEEL
EPOXY: HILTI HIT-RE 500 V3 EPOXY
REINFORCING STEEL: SHALL BE ASTM A955, GRADE 60.

GENERAL NOTES:
THESE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, MEANS AND METHODS, BRACING, SHORING, FORMS, SCAFFOLDING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION. OBSERVATION VSITS TO THE SITE BY THE STRUCTURAL ENGINEER OR STRUCTURAL OBSERVERS SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

TYPICAL DETAILS AND NOTES ON THESE SHEETS SHALL APPLY UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE. CONSTRUCTION DETAILS NOT FULLY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS. ALL WORK, MATERIALS AND CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, REGULATIONS AND SAFETY REQMT'S.

WHERE A DETAIL, TYPICAL DETAIL, SECTION, TYPICAL SECTION OR PLAN NOTE IS SHOWN FOR ONE CONDITION, IT SHALL APPLY FOR ALL SIMILAR OR LIKE CONDITIONS UNLESS OTHERWISE NOTED.

CONTRACT DOCUMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE STRUCTURAL DOCUMENTS (DRAWINGS AND SPECIFICATIONS), BUT DO NOT INCLUDE SHOP DRAWINGS, VENDOR DRAWINGS, OR MATERIAL PREPARED AND SUBMITTED BY THE CONTRACTOR.

CONTRACT DOCUMENTS SHALL GOVERN IN THE EVENT OF A CONFLICT WITH THE CODE OF PRACTICE OR SPECIFICATIONS OF ACI, PCI, AISC, SJI OR OTHER STANDARDS. WHERE A CONFLICT OCCURS WITHIN THE CONTRACT DOCUMENTS, THE STRICTEST REQUIREMENT SHALL GOVERN.

MATERIAL, WORKMANSHIP, AND DESIGN SHALL CONFORM TO THE REFERENCED BUILDING CODE.

THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS AND NOTIFY EOR OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK. FOR DIMENSIONS NOT SHOWN ON STRUCTURAL DRAWINGS, SEE HARDSCAPE DRAWINGS. DO NOT SCALE FOR DIMENSIONS NOT SHOWN ON DRAWINGS. SEND WRITTEN REQUEST FOR INFORMATION TO THE ARCHITECT FOR DIMENSIONS NOT PROVIDED.

CONTRACTOR HAS SOLE RESPONSIBILITY FOR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION. CONTRACTOR HAS SOLE RESPONSIBILITY FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS. CONTRACTOR HAS SOLE RESPONSIBILITY TO COMPLY WITH ALL OSHA SAFETY REGULATIONS FOR ITS EMPLOYEES.

NO STRUCTURAL CHANGE FROM THE APPROVED PLANS AND SPECIFICATIONS SHALL BE MADE IN THE FIELD UNLESS WRITTEN APPROVAL IS OBTAINED PRIOR TO MAKING SUCH CHANGE. CHANGES WITHOUT THE WRITTEN APPROVAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONDITION SHALL BE REPAIRED OR REPLACED AS DIRECTED.

EXPOXY ANCHORS – NOTES:
ADHESIVE ANCHORS AS SHOWN ON CONTRACT DOCUMENTS SHALL CONSIST OF AN ALL-THREAD GRADE 304 STAINLESS STEEL ANCHOR WITH HILTI HIT-RE 500 V3 EPOXY

POST-INSTALLED ANCHORS SHALL ONLY BE USED WHERE SPECIFIED ON THE DRAWINGS. . CARE SHALL BE GIVEN TO AVOID CONFLICTS WITH EXISTING REBAR. HOLES SHALL BE DRILLED AND CLEANED PER THE MANUFACTURER'S INSTRUCTIONS. ANCHORS SHALL BE INSTALLED PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AT NOT LESS THAN MINIMUM EDGE DISTANCES AND/OR SPACING INDICATED IN THE MANUFACTURER'S LITERATURE. UNLESS SPECIFIED OTHERWISE, SUBSTITUTION REQUESTS, FOR PRODUCTS OTHER THAN THOSE SPECIFIED, SHALL BE SUBMITTED TO THE ENGINEER WITH CALCULATIONS THAT ARE PREPARED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER SHOWING THAT THE SUBSTITUTED PRODUCT WILL ACHIEVE AN EQUIVALENT CAPACITY USING THE APPROPRIATE DESIGN PROCEDURE REQUIRED BY THE BUILDING CODE.

ON-SITE EPOXY PULL TEST NOTES:
PRIOR TO THE INSTALLATION OF THE BALUSTRADE, THE CONTRACTOR SHALL HIRE A 3RD PARTY TESTING COMPANY TO PERFORMED AN ONSITE PULL TEST OF THE ½" THREADED RODS EPOXIED INTO THE EXISTING CONCRETE BULK HEAD. PULL TEST SHALL BE PERFORMED EVERY 50' ALONG THE BULK HEAD. THE ANCHORS SHALL BE PULLED TO A MINIMUM OF 700# AND A MAXIMUM OF 900#. SUBMIT TESTING RESULTS TO EOR FOR APPROVAL. RESULTS LESS THAN 700# MAY REQUIRE ADDITIONAL STRUCTURAL REPAIRS.

EXHIBIT C-2

CHRISTOPHER J. SABOURIN
LICENSE
No. 71481
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CHRISTOPHER J SABOURIN STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. 71481

THE DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY CHRISTOPHER J SABOURIN PE ON 12-14-2021 USING A SHA AUTHENTICATION CODE.

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SABO
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CERTIFICATE
1845 BEACH BLVD #A5 BEACH, FL
904-372-0700
CHRIS@SABOSTRUCT.COM

PROJECT NAME
MEMORIAL PARK
JOB No.
0-21-11-0221

ISSUE	DATE
REVIEW	06.11.19
PERMIT	12.20.21

MEMORIAL PARK
REHABILITATION
MEMORIAL PARK ASSOCIATION
JACKSONVILLE, FL

FIELD ALTERATION
CONTRACTOR SHALL CONTACT CHRISTOPHER SABOURIN PE PRIOR TO MAKING ANY STRUCTURAL FIELD CHANGES. ANY CHANGES MADE PRIOR TO THE REVIEW OF THE CHANGE CONSTRUCTION DOCUMENTS AND SEALED BY CHRISTOPHER SABOURIN PE WILL VOID CHRISTOPHER SABOURIN PE'S ENGINEERING STAMP/SEAL OF APPROVAL ON THIS PROJECT.

SCALING
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DESIGN CRITERIA AND GENERAL NOTES

SHEET
S0.0
SHEET 1 OF 5

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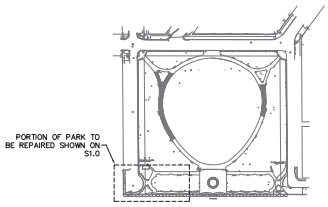
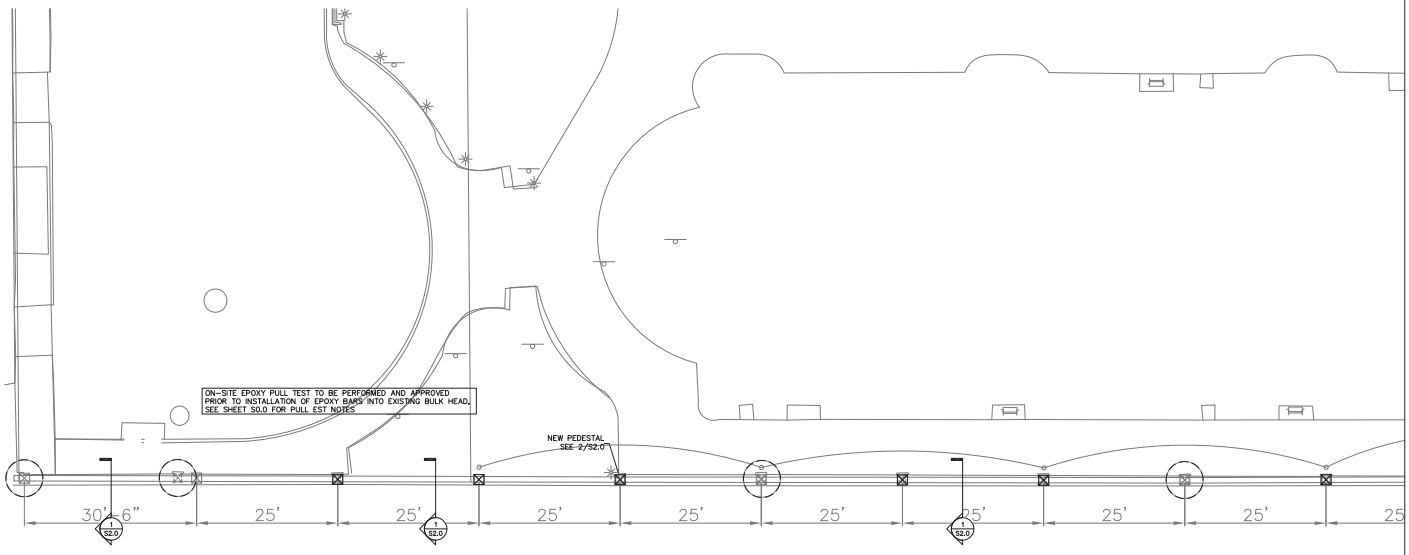


KEY PLAN
SCALE: N.T.S.



PARTIAL PLAN
SCALE: 3/16" = 1'-0"

CHRISTOPHER J. SABOURIN
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STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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10845 BEACH BLVD #105 JACKSONVILLE, FL
904-479-0700
CHRIS@SABOSTRUCTURAL.COM

PROJECT NAME
MEMORIAL PARK
JOB NO.
0-18-11-15-0231

ISSUE	DATE
REVIEW	06.11.19
PERMIT	12.14.19

MEMORIAL PARK REHABILITATION

MEMORIAL PARK ASSOCIATION
JACKSONVILLE, FL

FIELD ALTERATION

CONTRACTOR SHALL CONTACT CHRISTOPHER SABOURIN PE PRIOR TO MAKING ANY STRUCTURAL FIELD ALTERATIONS. ANY ALTERATIONS MADE PRIOR TO REVIEW OF THE CHANGE CONSTRUCTION DOCUMENTS AND APPROVAL BY THE ENGINEER OF RECORD SHALL AUTHORIZE CHRISTOPHER SABOURIN HAS RIGHT TO ADDITIONAL COMPENSATION OF ENGINEERING FEES.

SCALING

DO NOT SCALE DRAWINGS FROM THESE DRAWINGS. IF A DIMENSION IS NOT SHOWN, REFER TO ARCHITECTURAL DRAWINGS OR CONTACT THE EOR.

BALUSTRADE REPAIR PLAN

SHEET

S1.0

SHEET 2 OF 5

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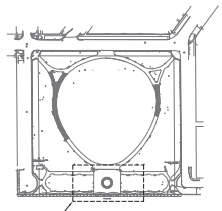
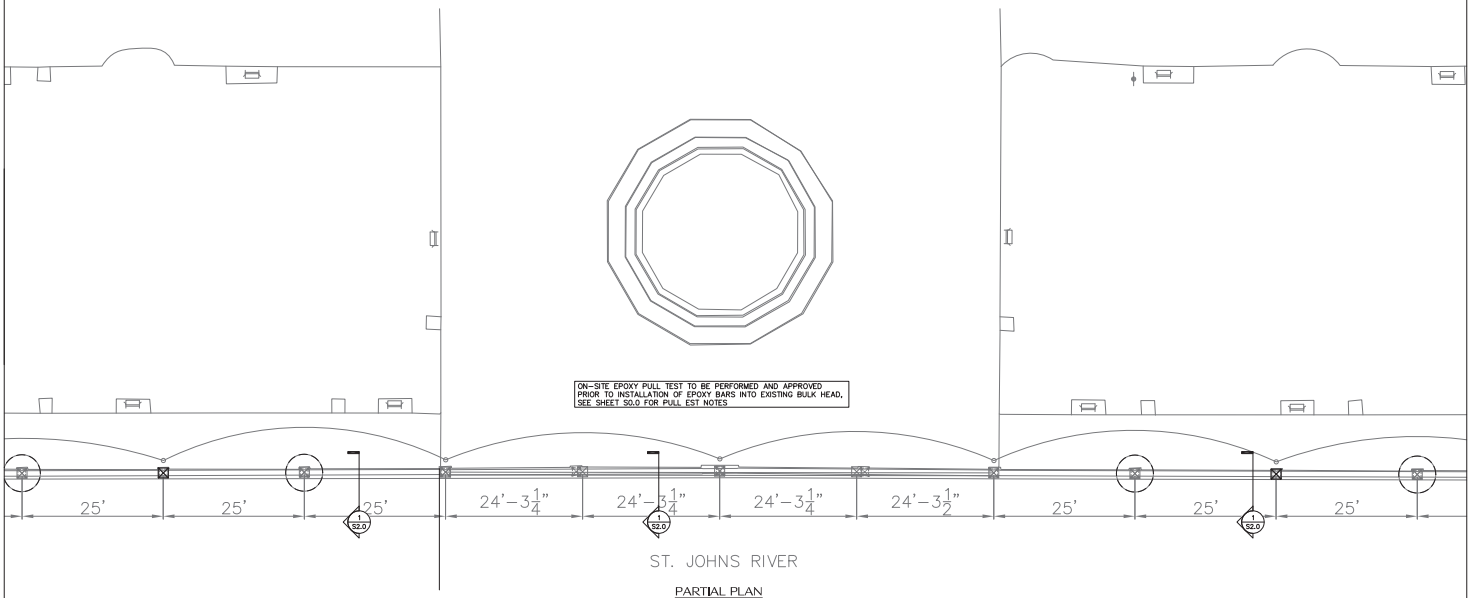
EXHIBIT C-2



PORTION OF PARK TO BE REPAIRED SHOWN ON S1.1

KEY PLAN
SCALE: N.T.S.

ON-SITE EPOXY PULL TEST TO BE PERFORMED AND APPROVED PRIOR TO INSTALLATION OF EPOXY BARS INTO EXISTING BULK HEAD. SEE SHEET S0.0 FOR PULL EST NOTES



PARTIAL PLAN
SCALE: 3/16" = 1'-0"

CHRISTOPHER J. SABOURIN
LICENSE
No. 71461
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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1000 BEACH BLVD #55 BEACH, FL
904-372-8700
CHRIS@SABOSTRUCT.COM

PROJECT NAME: MEMORIAL PARK
JOB NO.: 0181-18-0033

ISSUE	DATE
REVIEW	06.11.19
PERMIT	12.14.19

MEMORIAL PARK REHABILITATION

MEMORIAL PARK ASSOCIATION
JACKSONVILLE, FL

FIELD ALTERATION

CONTRACTOR SHALL CONTACT CHRISTOPHER SABOURIN PE PRIOR TO MAKING ANY STRUCTURAL FIELD ALTERATIONS. ANY ALTERATIONS MADE PRIOR TO REVIEW OF THE CHANGE CONSTRUCTION DOCUMENTS AND APPROVAL BY THE ENGINEER OF RECORD SHALL AUTHORIZE CHRISTOPHER SABOURIN HAS RIGHT TO ADDITIONAL COMPENSATION OF EXTRA WORK.

SCALING

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BALUSTRADE REPAIR PLAN

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S1.1
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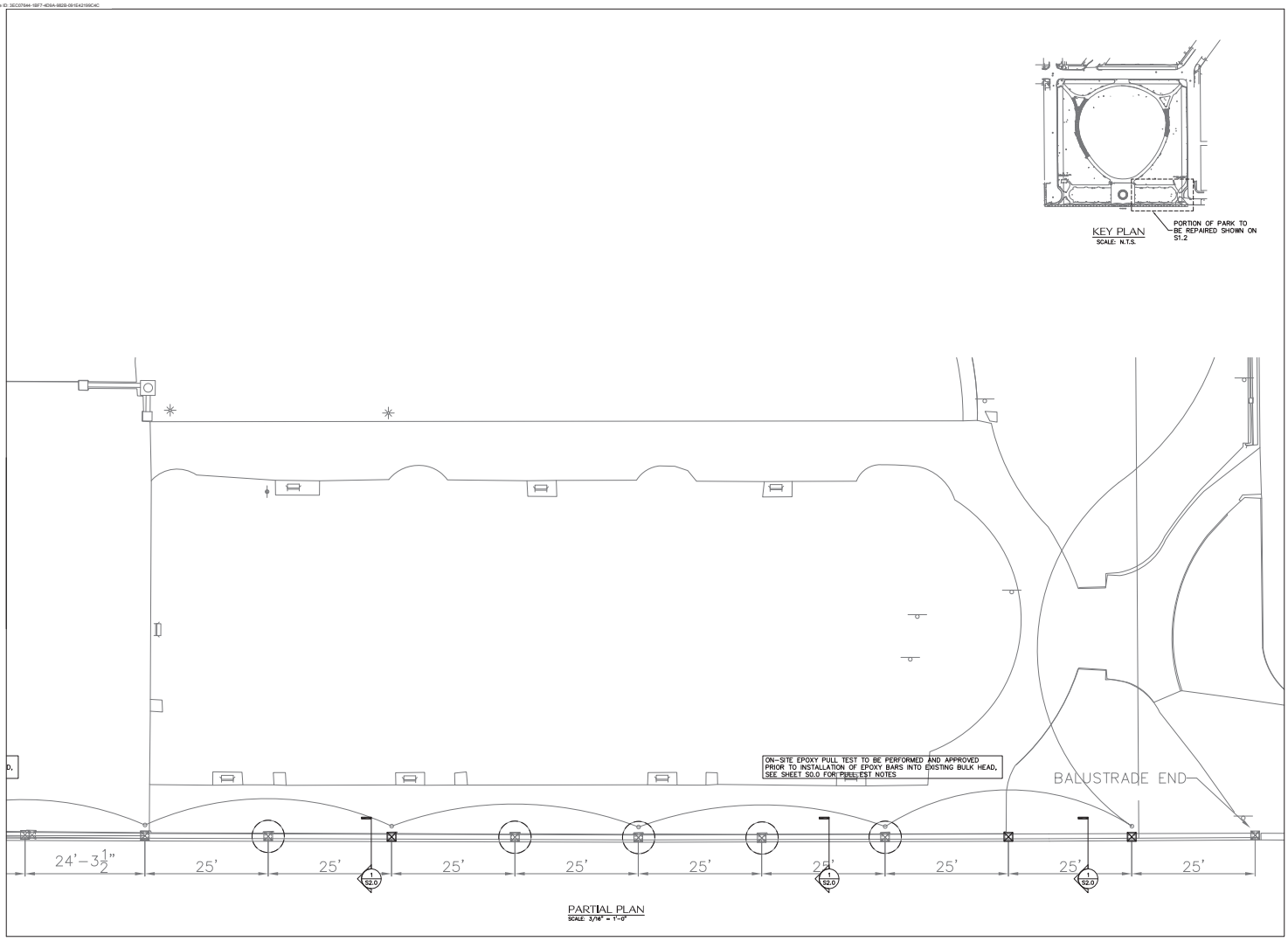

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PROFESSIONAL ENGINEER

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904-479-0700
CHRIS@SABOSTRUCTURAL.COM

PROJECT NAME
MEMORIAL PARK
JOB NO.
0-8-21-15-0233

ISSUE	DATE
REVIEW	06.11.19
PERMIT	12.24.19

MEMORIAL PARK REHABILITATION

MEMORIAL PARK ASSOCIATION
JACKSONVILLE, FL

FIELD ALTERATION

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SCALING

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BALUSTRADE REPAIR PLAN

SHEET
S1.2
SHEET 4 OF 5

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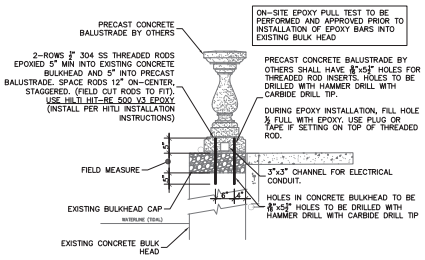
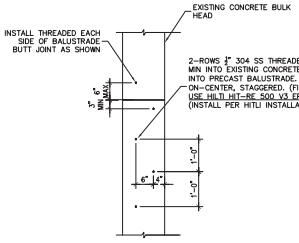
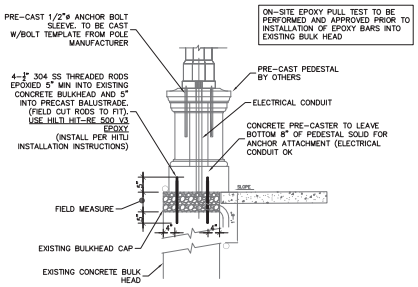


1 S2.0 BALUSTRADE CONNECTION TO EXISTING CAP DETAIL

SCALE: 3/4" = 1'-0"



PLAN VIEW OF THREADED ROD SPACING



2 S2.0 NEW PEDESTAL CONNECTION TO BULKHEAD

SCALE: 3/4" = 1'-0"

EXHIBIT C-2

CHRISTOPHER J. SABOURIN LICENSE No. 71481 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHRISTOPHER J SABOURIN STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 71481

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SABO STRUCTURAL ENGINEERING
CA#30606
1845 BEACH BLVD #30, BEACH, FL
904-372-8700
CHRIS@SABOSTRUCT.COM

PROJECT NAME: MEMORIAL PARK

JOB No.: 0-18-11-0323

ISSUE	DATE
REVIEW	06.11.19
PERMIT	12.04.19

MEMORIAL PARK REHABILITATION

MEMORIAL PARK ASSOCIATION
JACKSONVILLE, FL

FIELD ALTERATION

CONTRACTOR SHALL CONTACT CHRISTOPHER SABOURIN PE PRIOR TO MAKING ANY STRUCTURAL FIELD CUTS OR ALTERATIONS. DEVIATIONS FROM THE INTENT OF THE ORIGINAL CONSTRUCTION DOCUMENTS AND/OR ANY ALTERATIONS MADE WITHOUT PRIOR APPROVAL FROM CHRISTOPHER SABOURIN MAY RESULT IN ADDITIONAL DISCREPANCY OR DEFECT WITHIN THIS

SCALING

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BALUSTRADE ATTACHMENT DETAILS

SHEET

S2.0

SHEET 5 OF 5

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City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Design Build Services - Federally Funded Horizontal/Civil Design - CDB-0142-23

Requested Action/Authority:

Recommend approval to amend the award with J.B. Coxwell Contracting, Inc. for Amendment #1A for Memorial Park Balustrade in the amount of $45,977.65.

Justification/Explanation:

Sixty percent (60%) design services for the removal and replacement of the Balustrade wall at Memorial Park based on the provided DCP and project site visits.

Legal Contract #:	TBD	Contract Date:	09/19/2024	Change Order/AMD #:	Amendment #1A	
PO/Release #:	TBD	Bid Date:	01/24/2024	Awarded Supplier:	J.B. Coxwell Contracting Inc	
Licenses Verified:	N/A	Effective Date:	09/19/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	Yes	No. Invited:	4	Responses Received:	4	Attachments:
Solicitation:	N/A - CDB-0142 - 23			Procurement Contract #:	POA - TBD	
Executed By:	Office of General Counsel					

PoP:Base:	Project Completion	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	10602	Center:	12201	Acct:	549040	Proj:	000000	Activity:	00001879	$	45,977.65
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 45,977.65	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	PWGM:R-O-W_AND_STORMWATER_MAINTENANCE			
Concurrence:	DocuSigned by: Sheldon D. Gibbs, P.E. 843DE27A46A74CA...	Title:	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	9/10/2024
Concurrence:	DocuSigned by: Nina Sicker EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	9/11/2024
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Warchol, LeeAnn 72F42AB413D01B7...	Chief of Procurement:	Signed by: Robert Warmburg, for Dustin Freeman 1912CA1D4312147A... 24
Name:	Warchol, LeeAnn	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	3
Members Who Disapprove:	0
Other Action:	N/A

Date: 9/19/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 9/20/2024

Signature: DocuSigned by: Karen Bowling 1C34E12155624B1...

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

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

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

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

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

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

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

New NTE/GMP: Enter the new total not to exceed the 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 Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields 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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EXHIBIT C-1

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

August 16, 2024

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

Re: Fee Proposal for Memorial Park Balustrade
Design-Build Services for Fed. Funded Horizontal/Civil Projects for City of Jacksonville
City Contract No. TBD

Dear Mr. Scott, P.E.:

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to submit for your review and consideration the following design-build scope of services and attached lump sum fee proposal for the above referenced project. The scope of work in the attached Fee proposal includes Sixty percent (60%) design services for the removal and replacement of the Balustrade wall at Memorial Park based on the provided DCP and project site visits. Design, geotechnical evaluations, and permitting services are limited to the design scope in GAI's proposal and does not include tensest approval.

The proposed lump sum amount is $45,977.65, which does not include a project contingency. The project contingency is for the Design-Builder's benefit and not for changed field conditions, unknown field conditions or added scope of work. The work related to this project will be completed within sixty calendar days (60) from notice-to-proceed (NTP).

This lump sum proposal is inclusive of only those services noted on the attached fee summary and which are anticipated at this time. No services or work other than those noted in the fee proposal are included. In addition, any unknown condition(s) which may surface during construction or any other increase in scope of services may result in a request for applicable fees. No work will proceed however, without first obtaining approval from the City of Jacksonville (COJ) for any applicable services.

It is our understanding that the design of the existing bulkhead is not available to our Design Team. Without this information, we are unable to design the connection between the existing bulkhead and the balustrade. Therefore, our design services are limited to strengthening of the connections between the bottom rail, balustrade and top rail. Warranties and/or guarantees cannot be provided for the balustrade reconstruction to withstand named storms (hurricanes/tropical storms). After preliminary design is complete, our Design Team will provide COJ two options for the balustrade reconstruction. Once COJ chooses one of the options (no more than 7 calendar days after submittal), GAI will finalize the 60% design. Concurrent with design, JBCCI will provide high level budgets for the two options to assist COJ in their decision.

After reviewing the DCP, the plans provided and after several site visits, our Design Teams have located several items that will be considered that either affect cost or time. The lighting will need to be uninstalled and reinstalled with the balustrade reconstruction. There are also several voids behind the bulkhead that will need to be addressed. Two "L" shaped walls behind the balustrade will need to be reconstructed as well. The newly installed water filled barrier wall will need to be shifted out for the reconstruction of the balustrade wall and

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then removed after construction is complete. Due to the construction, the path will need to be reworked after the balustrade is reconstructed with minor restoration.

This proposal is valid for 30 days and we have engineers available to start this work immediately. We are again very appreciative of the opportunity to provide you with our design-build services. Should you have any questions or need any further information, please do not hesitate to contact us.

Regards,
J.B. Coxwell Contracting, Inc.

Josh Sowards

Josh Sowards
Director of Design Build Services

EXHIBIT C-1

Contract Fee Sumary for Engineering Division
DB Services for Fed Funded - Horizontal/Civil Engineering Projects
City of Jacksonville, FL

PART I - GENERAL

1. Project COJ DB Fed Fund- Memorial Park Ballustrade 60% Design Services	**2. City Contract Number** TBD
3. Name of Contractor **J. B. Coxwell Contracting, Inc.**	**4. Date of Proposal** 8/16/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Costs	TOTAL
Principal (Senior Officer)	$ 110.00	2.00	$ 220.00	
Director of Design Build Services (Responsible Prof.)	$ 100.00	30.00	$ 3,000.00	
Project Manager	$ 85.00	-	$ -	
Administrative Assistant	$ 40.00	5.00	$ 200.00	
Estimator	$ 75.00	4.00	$ 300.00	
Estimating Assistant	$ 55.00	2.00	$ 110.00	
Staff Accountant	$ 60.00	-	$ -	
			TOTAL DIRECT LABOR	$ 3,830.00
6. OVERHEAD (Combined Fringe Benefits & Administrative) ***Overhead Rate 54.46%***				$ 2,085.82
			LABOR SUB-TOTAL	$ 5,915.82

PART III - OTHER COSTS

7. MISCELLANEOUS DIRECT COSTS	
Misc. Direct Expenses	$ 750.00
MISCELLANEOUS DIRECT COSTS TOTAL	$ 750.00
8. SUBCONSULTANTS/SUBCONTRACTORS	
GAI Consultants, Inc. (ADA Accessible Parking Space - 100% Design - Ten-Set Approved)	$ 34,514.34
SUBCONSULTANTS / SUBCONTRACTORS TOTAL	$ 34,514.34
OTHER COSTS SUB-TOTAL	$ 35,264.34

PART IV - CONTINGENCY

9. CONTINGENCY	x ***0%***	

PART V - FEE SUMMARY

SUBTOTAL - (Parts II & III, IV)		**$41,180.16**
10. Design Builder Fee (Parts II & III)	x ***10.0%***	$ 4,118.02
11. Payment & Performance Bond		**$679.47**
GRAND TOTAL (1-11)		**$ 45,977.65**

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

EXHIBIT C-1

August 15, 2024

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

Subject: RFQ: CDB-0142-23: Memorial Park Balustrade Repairs

Dear Mr. Sowards,

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Design Fee Proposal to provide preliminary design services as outlined in the Design Criteria Package (DCP) issued by the City on August 1, 2024.

Background

The City previously designed and constructed improvements to the balustrade along the bulkhead wall at Memorial Park. Those improvements are outlined in the 2020 design plans provided by the City as part of the DCP.

Since those improvements were constructed, there have been a series of storm events which have caused the balustrades and top railing of the balustrades to fail as advised in the DCP.

The JBCCI-GAI Design Build Team proposes to perform field data collection, review the 2020 design plans, and propose two (2) improved balustrade design options for the City to choose from, as part of this work effort. GAI will then progress the selected design option to a 60% design completion suitable for development of a Guaranteed Maximum Price (GMP) final design and construction proposal. This proposal scope of work assumes that a brand-new balustrade will be constructed and that existing materials will not be utilized in the design or construction.

Scope of Work

GAI's scope of work will comply with Section 3 of the DCP. More specifically, GAI will provide the following services.

Item 1 - Field Visit and Due Diligence

- Conduct initial site visits to assess the extent of damage to the balustrade and top rail.
- Document existing conditions, including photographic documentation of the existing condition.
- Document the base of the balustrade to ensure it is still in good shape as a means to document that the 2020 design has held up through recent storm events. Visually document the existing condition of the balustrade attachment to the retaining wall.
- Coordinate with a precast and restoration services contractor to discuss pros and cons of various constructability options that should be considered in the new balustrade base connection design.

Item 2 - Review of Previous Design Plans

- Review the 2020 design plans, drawings, and documentation related to the original balustrade installation.
- Identify any design elements that could have contributed to the previous failure and consider improvements.

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Item 3 - Development of Design Options

Based on takeaways developed from Items 1 and 2 above, JBCCI and GAI will develop two preliminary design options for the new balustrade for consideration by the City. Both options will maintain the traditional balustrade design and aesthetic, however they will vary with regards to how they connect to the existing wall base and top-rail.

The intent is that both options will be designed to be more resistant to future storm events with the understanding that neither option can be fully "storm proof" against future storm events. The provided design will assume that the wall and embedded balustrade connection points are sufficient to provide a secure attachment for the new balustrade.

GAI will not provide any design or analysis for any component below the balustrade. All analysis, design, permitting, of the existing bulkhead wall is excluded from GAI's scope of work.

Item 4 – Advancement of the Chosen Design

Based on the client's selection from Item 3 above, GAI will proceed with the development of the chosen design option, suitable for development of a Guaranteed Maximum Price (GMP) proposal. The design will serve as the basis for 100% design and construction of the new balustrade along the existing wall. At a minimum, the 60% design will include:

- Detailed structural drawings and specifications.
- A detail showing integration with the existing bulkhead wall structure, with supporting calculations.
- Material selection and specifications, considering durability and resistance to storm events.

Item 5 – Permit Requirements

GAI will work with the City of Jacksonville to identify what permits, if any, are required to allow the construction of the new balustrades along the bulkhead wall. These permits, if any, will be obtained as part of GAI's efforts under the 100% GMP Proposal. No permitting is included under this scope of work.

If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Nick Mousa, AICP
Assistant Vice President

Attachments: Fee Summary

Docusign Envelope ID: 0BAA33DF-039F-40F1-82BC-CBFC15D2D4EC

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

PART I - GENERAL	
1. Project - Federal Funded Misc. DB Contract Memorial Park Balustrade Repairs - Preliminary Design	**2. Project Number** TBD
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 8/15/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 131.25	4	$ 525.00	
Sr. Project Manager	$ 114.45	20	$ 2,289.00	
Project Manager	$ 105.00	0	$ 0.00	
Techincal Leader	$ 110.25	0	$ 0.00	
Lead Engineer	$ 97.02	24	$ 2,328.48	
Senior Project Engineer 2	$ 89.30	0	$ 0.00	
Senior Project Engineer 1	$ 79.70	30	$ 2,391.00	
Engineer 2	$ 69.20	0	$ 0.00	
Engineer 1	$ 57.98	0	$ 0.00	
Engineer Intern	$ 44.19	40	$ 1,767.60	
Senior Designer	$ 55.13	0	$ 0.00	
Designer/Sr. CADD Technician	$ 42.01	0	$ 0.00	
LA Director	$ 99.75	0	$ 0.00	
Sr. LA Manager	$ 74.09	0	$ 0.00	
Project LA	$ 64.22	0	$ 0.00	
LA Technician	$ 38.43	0	$ 0.00	
Planning Manager	$ 80.00	0	$ 0.00	
Sr Planner	$ 69.00	0	$ 1,104.00	
Planner	$ 54.00	0	$ 216.00	
CADD Technician	$ 29.37	16	$ 469.92	
Clerical	$ 29.69	4	$ 118.76	
Survey Manager (PSM)	$ 79.33	0	$ 0.00	
Three Man Survey Crew	$ 110.48	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 11,209.76**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.85%				$ 19,712.36
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 30,922.12**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 3,092.21
			SUB-TOTAL SALARY RELATED COSTS	**$ 34,014.34**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS (Lump Sum)	$ 500.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 500.00**
10. SUBCONTRACTS (Lump Sum)	
SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 34,514.34**