Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

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: Shipyards West-Kids Kampus Park

Requested Action and Justification:

Recommend approval to amend the award with Agency Landscape + Planning LLC for Amendment #4, to incorporate the attached scope and fee Exhibits I and J in the amount of $88,707.39. The new total not to exceed $7,797,418.39.

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

Supplier:	Agency Lanscape + Planning LLC	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/15/2022

POA #:	71920-22	**PO #:**	651841-23	**Change Order #:**	N/A
Solicitation #:	PDS P-38 21	**Contract #:**	71920-22	**Contract ADM #:**	4
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

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

Fund:	32124	**Center:**	153119	**Acct:**	565051	**Proj:**	010606	**Activity:**	0000000000	$	88,707.39
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 7,797,418.39	**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	4/29/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	4/30/2026
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: B10F1D517352456... 5/5/2026
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

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: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit I

APPROVED
By Ben Koeppen at 5:12 pm, Apr 27, 2026

Jacksonville Shipyards West
Agency #AG2133

Jill Enz
Chief of Natural and Marine Resources
City of Jacksonville | Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

April 22, 2026

Subject: Amendment #4 for Jacksonville Shipyards West for: Acoustic and Culinary Design, Dive Inspection, and Survey

Dear Jill,

This document is proposed to serve as Amendment #4 to the Services Contract ("Agreement") between The City of Jacksonville ("Client") and Agency Landscape + Planning, LLC ("Agency") made as of August 23, 2022 for Shipyards West ("Project").

ADDITIONAL SERVICES

The additional services request is for the following design and inspection services determined in consultation with the Client to be critical for the completion of Construction Documentation for the Project, and as described in Exhibits A, B, and C, attached:

- Exhibit A – Acoustic and culinary design services for the park pavilion
- Exhibit B – Dive inspection of the dolphin structures at Pier 3
- Exhibit C – Subsurface utility services
- Exhibit D – Topographic survey services

Please note that because WXY inadvertently included the proposed fee for Bidding & Construction Administration services (totaling $84,000) for their structural engineering sub consultant, TYLin, in Agency's Amendment #2, a credit in that amount is being applied to the WXY proposal included in this current Amendment request.

COMPENSATION

Agency will provide the additional services described above on a fixed fee basis in the amount of $88,707.39 (Eighty-eight thousand seven hundred seven dollars and thirty-nine cents). Fees will be billed monthly based on the percent completion.

AGREEMENT

This Amendment is entered into as of the day and year first written above.

Agency Landscape + Planning, LLC	City of Jacksonville
Gina Ford	
Gina Ford, Principal	Jill Enz, Chief of Natural and Marine Resources

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

PART I - GENERAL

1. Project SHIPYARDS WEST - ADDITIONAL KIDS KAMPUS REPLACEMENT PARK CIP SCOPE SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	**2 Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant or Subconsultant: Agency Landscape + Planning	**4 Date of Proposal** 4/22/2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$90.00	4	$ 360.00	
Director & Project Manager	$70.00	12	$ 840.00	
L3 - Senior Landscape Architect	$50.00	40	$ 2,000.00	
L1 - Landscape Designer	$35.00	48	$ 1,680.00	
Administrative	$25.00		$ 0.00	
TOTAL DIRECT LABOR	$46.92	104		$4,880

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	150 % x Total Direct Labor	$7,320
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$12,200**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$1,220

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimbursable/Not to Exceed)			
Reimbursable Expenses (standard)	x 9%	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$0
10. SUBCONSULTANTS (Lump Sum)			
Design Consultants			
Moffatt & Nichol		$ 30,772.64	
WXY		-9,240.25	
Other Consultants			
Survey (ETM)		25000	
SUE (ETM)		28,755.00	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			$75,287.39
11. SUBCONTRACTS (Reimbursable/Not to Exceed)			
		$	
		$	
		$	
		$	
		$	
		$	
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$88,707.39**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT A

W X **Y** architecture + urban design

25 Park Place, 5th Floor, New York, NY 10007
Tel 212.219.1953 Fax 212.274.1953 Web wxystudio.com

Principals
Claire Weisz
Mark Yoes
Layng Pew
Adam Lubinsky

December 1, 2025

Jacksonville Shipyards West Public Park Events and Gallery Pavilion Additional Services

Dear Susannah Ross,

WXY is preparing this additional service request in response to the owner's recent requests during meetings in Jacksonville on November 6, 2025. During this meeting it was agreed to expand the interior scope of the Events and Gallery Pavilion beyond the initial agreed upon scope to include full fit out of the exhibition space, permanent galleries, and main events space. This new interior scope will include interior finishes in all the aforementioned spaces, additional back of house space planning to support event catering needs, culinary equipment specifications, and audio-visual equipment design to support planned event activities. Additional information on the new proposed scope and our assumptions is included below.

To support the design of these spaces WXY seeks to retain two additional consultants who were not included in our initial agreement. WXY will engage LSTN consultants to provide acoustic and audio-visual equipment package design, and Culinary Advisors to assist with catering space planning, utility load coordination, and equipment specifications.

The information contained in this proposal outlines our planned scope for the principal interior spaces along with the scope for LSTN and Culinary Advisors, our planned project deliverables, and the additional fees required for this new scope. We are happy to review and discuss if you have any questions.

On the last page please find an authorization to proceed. If the terms outlined in this proposal are acceptable, please countersign and return it to us which will allow us to move forward with this work.

LSTN Consultants Scope of Work

LSTN will advise the design team on room shapes and finishes to achieve the desired acoustic quality. They will assist with material selection and provide recommendations to the MEP team on design of building systems to limit generation of noise. They will also advise WXY on how best to minimize transmission of sound between spaces.

LSTN will also provide design documents suitable for competitive bid to audiovisual integrators following the 100% design issuance. These systems will include a presentation video system for the events space, digital signage for visitor services in public circulation areas, a speech reinforcement system for the events spaces, and paging and background music for the exhibition hall, galleries, and events space, and all AV tie ins and control equipment required.

They will meet with the design team as necessary to review the project and provide recommendations. They will prepare 2D drawings for inclusion in the 90% design and 100% design milestone issuances with assistance from WXY for all CAD and REVIT background information. They will prepare specifications

using the agreed upon project template which will be supplied and coordinated by WXY. Their services will begin upon notice to proceed and continue through the acceptance of the 100% design package in 2026. In line with our existing contract, services during the bidding and construction administration phases are not included and will be negotiated separately.

Culinary Advisors Scope of Work

Culinary Advisors will assist the design team on planning and specifications for the food service program areas within the Events and Gallery Pavilion. This is limited to the ground floor café space facing the park and the second floor catering and bar spaces serving the events space. As discussed during the meetings on November 6, 2025, there will be no dedicated catering spaces for the ground floor galleries and exhibition hall.

For the café, culinary advisors will provide basis of design utility loads to the MEP design team only. Per conversations with the client team the café space is to be leased to a tenant who will be responsible for their own space planning and culinary equipment selection. Utility connections will be provided but no additional planning will be carried out for the café.

For the catering spaces serving the second floor events space, Culinary Advisors will assist with the layout of the preparation and bar areas, provide utility load information to the MEP design team, and provide a list of recommended equipment specifications to be included as part of the design drawing deliverables. Culinary Advisors will prepare 2D drawings to be incorporated in the 90% and 100% design issuances with all necessary CAD and REVIT information to be supplied by WXY. Their services will begin upon notice to proceed and continue through the acceptance of the 100% design package in 2026. In line with our existing contract, services during the bidding and construction administration phases are not included and will be negotiated separately.

WXY Scope of Work

WXY will coordinate the work of both LSTN and Culinary Advisors with the rest of the design team to incorporate their work into the overall project design. WXY will use their recommendations in developing the interior design of the galleries, exhibition hall, and events spaces. WXY will provide 2D architectural drawings documenting all elements of the interior spaces including material selections, specifications and equipment layout drawings. WXY will provide all necessary drafting support information to LSTN and Culinary Advisors and incorporate their information into the architectural drawing packages for both 90% design and 100% design. Additional work for the interior design beyond 100% design is not included in this proposal.

Proposed Additional Project Fees and Invoicing

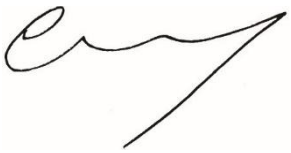
LSTN Consultants - $52,000
Culinary Advisors - $14,760
WXY architecture + urban design - $8,000

LSTN and Culinary Advisors will be retained as sub-consultants by WXY architecture + urban design. Invoices will be submitted monthly based on the percentage of work completed with total fees not to exceed the values listed above. Subconsultant fees will be included in WXY's monthly invoice per the existing agreement. All invoice procedures will remain unchanged.

Terms and Conditions

All terms and conditions shall be the same as the current master agreement executed between WXY architecture + urban design and Agency Landscape + Planning for the Jacksonville Shipyards West Public Park Design.

Sincerely,



Claire Weisz
Founding Principal
Florida License # AR101098
WXY architecture + urban design

This Agreement is entered into as of the day and year written below.

_____
(Printed Name)

_____
(Signature)

_____
(Date)

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

PART I - GENERAL

1. Project Jacksonville Shipyards (CIP)	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: WXY architecture + urban design	**4. Date of Proposal** April 8, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 132.00	1.25	$ 165.00	
Associate Principal	$ 88.00	10.50	$ 924.00	
Associate	$ 66.00	14.00	$ 924.00	
Architectural Designer	$ 56.00	16.00	$ 896.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 69.68	41.75		$ 2,909.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		**150** % x Total Direct Labor		$ 4,363.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 7,272.50**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 727.25

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Structural	$ -84000	
- Culinary Advisors	$ 14760	
- Accoustic Design	$ 52000	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ (17,240.00)
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Structural	$	
- Lighting Design	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ (9,240.25)**
12. TOTAL PRIOR CONTRACT AMOUNT	$ 1,806,997.00
13. EXPENSES	$ 12,780.00
TOTAL AMENDED CONTRACT AMOUNT	$ 1,810,536.75

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Exhibit J

JACKSONVILLE SHIPYARDS WEST PARK EVENTS PAVILLION

WXY

Proposal for Acoustics and Audiovisual Consulting

Job Number: 25230
Document ID: P01
Issuance: Issue
Date: 2025-11-17
Author: Matt Mahon

LSTN Consultants

New York, NY
Seattle, WA
347-788-0810
www.LSTNconsultants.com

1 PROJECT UNDERSTANDING

LSTN Consultants (LSTN) is pleased to provide this proposal for consulting services for the Events Pavillion project at the new Jacksonville Shipyards West Park,

Our understanding of the key project details are as follows:

LSTN Client	WXY
Owner	City of Jacksonville
Architect	WXY
Landscape Architect	Agency Landscape + Planning
MEP Engineer	TBC
Structural Engineer	TBC
Project Location	Jacksonville, FL
Construction Budget	TBC
Project Area	~30ksf
Program	New construction events and exhibits building including the following program: • Event Hall • (2) Galleries • Event Space • Private Room • Bathroom, kitchens, and other ancillary support space • Admin office

Schedule

The project schedule is understood as follows:

Phase	Duration	Start	Finish
Construction Documents – 90% Design	2.5 months	On NTP	2025-01-30
Construction Documents – 100% Design	5 months	2025-01-30	2025-06-26
~~Construction Administration~~	~~18 months~~	~~TBC~~	~~TBC~~

Project Documents

We anticipate that all needed plans, RCPs, sections, and elevations needed for our design will be furnished in PDF and AutoCAD/Revit format at least two weeks prior to our issuance of markups or drawings.

We will produce our drawings in AutoCAD/Revit to our office standard and issue as 2D PDFs. We will produce specifications based on our office CSI standard. Any custom standards must be communicated prior to our commencement. We reserve the right to request additional services for custom standards.

2 SCOPE OF WORK

Acoustics

Our base scope of work is to establish design criteria and/or provide design recommendations for the following:

Room Acoustics	Advice on room shape and finishes to achieve a desired interior acoustic quality
Sound Isolation	Guidance on design of separating constructions to limit sound transmission between program spaces
MEP Systems Noise and Vibration Control	Recommendations for design of MEP systems to control the generation of noise

Construction Documents – 90% Design

- Review current relevant information developed in the formation of the project.
- Meet with the client and design team to determine the goals for the project and establish the program uses of key spaces.
- Provide architectural space planning input to the project team to develop spatial concepts that respond to acoustic objectives.
- Conduct one site survey to assess existing exterior noise levels at day and time at LSTN's direction.
- Room Acoustics:
  - Provide recommendations for room acoustics, speech intelligibility, or other appropriate parameters for key spaces.
  - Make recommendations on room shapes and finishes.
- Sound Isolation:
  - Provide sound isolation recommendations for the external building envelope.
  - Provide sound isolation recommendations for separating constructions between program spaces.
- MEP Systems Noise and Vibration Control:
  - Recommend background noise levels for occupied space types.
  - Review relevant noise codes and/or lease obligations.
  - Identify potential impacts from project noise emissions to external environment.
  - Recommend target noise emission limits for MEP systems.
- Deliverable: Acoustic Basis of Design narrative. We have allowed for one issuance during this phase.

Construction Documents – 90% Design

- Room Acoustics:
  - Develop recommendations on room shapes and finishes.
- Sound Isolation
  - Mark-up architectural plans to recommend sound isolation requirements for internal partitions and exterior building envelope.
  - Provide concept architectural details/information for acoustically rated partitions and wall/floor constructions.
  - Provide information for acoustically rated product assemblies such as doors, demountable/operable partitions, and windows.
- MEP Systems Noise and Vibration Control:
  - Review key exterior equipment for impact to external environment.

- Review and comment on MEP systems noise and vibration control based on information provided by MEP engineer at 90% DD or equivalent.
- Review and comment on one architectural and MEP drawing and specification sets for coordination and integration of previous acoustic recommendations.

~~**Bid & Construction Administration**~~ NOT APPLICABLE TO THIS PROPOSAL

- ~~Respond to written RFIs submitted by bidders/contractors to clarify acoustic design intent.~~
- ~~Assist in review of architectural and MEP submittals to align with acoustic design intent.~~
- ~~Conduct site visits (up to qty indicated in Meetings and Site Visits Section) to observe construction progress and issue site notes on observed conditions.~~

Clarifications

Acoustic design recommendations shall be integrated by the design team into the drawings and specifications of the relevant architect or engineer. We may provide draft specification clauses and conceptual construction details to communicate the acoustic design intent where necessary, but there shall be no standalone acoustics drawings or specifications suitable for bid or construction.

For MEP engineers to design and incorporate noise and vibration control, we shall provide the following:

- Detailed design recommendations for spaces <NC30
- General guidelines for spaces rated ≥NC30

Additional Services

The following scope items are excluded from our base scope and fee but may be provided as an additional service as needed. Any additional services shall be agreed in writing prior to commencement of work.

- Auralizations
- Assessment of construction noise and vibration
- Assessment of noise and vibration impact on project from sources outside the project site
- Assessment or documentation of sustainability goals such as LEED
- Sound masking systems, unless otherwise noted
- Voice alarm system intelligibility studies, design services, or measurements
- Witnessing factory/lab acoustic tests or designing, observing, or testing mock-ups or prototypes
- Design of whole or partial building vibration isolation
- Design of specialty acoustically isolated systems (e.g. “box-in-box” constructions)
- Recommendations or design of spaces for vibration sensitive equipment
- Assessment or recommendations related to structural dynamics or feelable vibration
- Work related to wind-generated noise and vibration
- Work during owner review or value engineering phases
- Work associated with separating the design or construction of the project into separate phases, unless otherwise noted
- Validating performance quality of contractor-proposed substitutions
- Additional deliverables, meetings, site visits or work outside of project phases beyond what is noted in our scope of work

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Audiovisual

Our audiovisual consulting services includes scope to develop design documents suitable for competitive bid to audiovisual integrators following the 100% CD issuance.

Our proposal assumes audiovisual systems with an estimated budget of $350,000 and as outlined below:

Space	Video	Audio	Other
Event Hall	--	Paging and background music	AV Tie lines
(2) Galleries	--	Paging and background music	AV Tie lines
Event Space	Presentation Video System	Speech reinforcement systems (supporting also paging and background music)	AV Tie lines Control System
Private Room	--	Paging and background music	AV Tie lines
Public Circulation	Digital Signage for visitor services	Paging and background music	
Other areas	No AV anticipated		

Construction Documents – 90% Design

- Conduct one design workshop with selected client representatives and the project team to develop the audiovisual goals and requirements for the project.
- Provide initial coordination information regarding audiovisual systems infrastructure and integration.
- Provide architectural space planning information to support audiovisual system.
- Estimate heat and electrical loads and grounding requirements for audiovisual systems which will be incorporated into the MEP engineers' documentation.
- Prepare audiovisual basis of design narrative that outlines proposed audiovisual systems, integration concepts, functional capabilities, and budget information. We have allowed for one issuance during this phase.
- Provide audiovisual signal distribution and containment requirements (i.e. backbox and conduit requirements).

Construction Documents – 100% Design

- Refine design and coordination of audiovisual systems.
- Review and comment on one set of progress architectural, MEP, and IT drawing and specification sets for inclusion of AV coordination.
- Provide drawings and specifications suitable for competitive bidding of audiovisual systems to audiovisual integrators. We have allowed for two milestone issuances during this phase.

~~Bid & Construction Administration~~

NOT APPLICABLE TO THIS PROPOSAL

- ~~Review and comment on bids from audiovisual integrators regarding completeness and compliance with contractual requirements in our drawings and specifications.~~
- ~~Respond to written RFIs submitted by bidders/contractors to clarify our audiovisual drawings and specification.~~

~~- Review submittals provided by audiovisual integrators in accordance with our audiovisual specifications.~~
~~- Conduct site visits (up to qty indicated in Meetings and Site Visits Section) to observe construction progress against our design intent and issue site notes on observed conditions.~~

Clarifications

We assume that our AV design documentation will be issued as single bid package for competitive bidding to no more than five qualified audiovisual integrators that will be subcontracted to the General Contractor or Construction Manager as part of the construction project.

Additional Services

The following scope items are excluded from our base scope and fee but may be provided service as needed. Any additional services shall be agreed in writing prior to commencement of work.

- Design of audiovisual systems beyond those listed in our assumptions or where the budget exceeds our assumption
- Design of loose or portable systems or equipment not required for the completion of the construction project, unless otherwise noted
- Building-wide voice alarm system
- Voice alarm system intelligibility studies, design services, or measurements
- Sound masking systems, unless otherwise noted
- 3D electro-acoustic modelling and/or auralization studies
- Exterior video system or active facades, unless otherwise noted
- IT, Security, or other low voltage systems not expressly noted
- Digital signage for advertising or wayfinding unless otherwise noted
- Detailed design of custom mounting and integration for AV equipment
- User AV control panel interface design or other system programming
- Separation of bid documents into multiple bid packages
- Bidding support services to more than five bidders
- Bid and Construction Administration phase services to support direct-to-owner contracting
- Enhanced commissioning, system verification and sound system tuning services
- Preparation of as-built or record drawings
- Work during owner review or value engineering phases
- Work associated with separating the design or construction of the project into separate phases, unless otherwise noted
- Validating performance quality of contractor-proposed substitutions
- Additional deliverables, meetings, site visits or work outside of project phases beyond what is noted in our scope of work

Site Meetings and Site Visits

LSTN will attend all reasonable requests for design team meetings in New York City or via videoconference through 100% Construction Documents.

Our scope of work includes participation by LSTN at the following quantity of site meetings or site visits:

Phase	Acoustics	Audiovisual
Construction Documents – 90% Design	1	0
Construction Documents – 100% Design	0	0
~~Bid & Construction Administration~~	~~2~~	~~2~~

Each site meeting or site visit assumes one or two members of staff for up to six hours on site. We would be pleased to increase the number of meetings or site visits as needed on an additional service basis.

3 FEES

Our lump sum fee for the scope of work described above is as follows:

Phase	Acoustics	Audiovisual
Construction Documents – 90% Design	$12,000	$14,000
Construction Documents – 100% Design	$10,000	$16,000
~~Bid & Construction Administration~~	~~$10,000~~	~~$13,000~~
~~**Total**~~	~~**$32,000**~~	~~**$43,000**~~

Fees are USD and are net of any and all taxes. Invoices shall be submitted monthly in equal installments for the phase of work underway. Our fee is based on our understanding of the project and the scope of work. We reserve the right to renegotiate our fee if the project's size, scope, complexity, schedule or construction budget changes.

Upon completion of any phase of the project, we will only commence work on the subsequent phase upon written confirmation from the Client that the work has been accepted and approved as the basis for all further project development.

Our fee assumes reasonable continuity through the design stages. If the project is placed on hold for 30 days or longer, we will require a mobilization payment upon restart.

Reimbursable Expenses

The fees above are exclusive of all expenses. Out of pocket expenses will be invoiced at cost and will include but not be limited to the following:

- Printing and plotting of documents
- Travel expenses

Hourly Rates

Our standard hourly rates are as follows and will form the basis of any additional services unless otherwise agreed:

Position	Rate/hr
Partner/Principal Consultant	$300
Senior Consultant	$175
Consultant	$125
Administrative	$100

4 TERMS AND CONDITIONS

See attached for our standard terms and conditions, which forms an integral part of our agreement to provide services. These terms and Conditions and our proposal shall control, govern, and constitute the entire agreement between LSTN and Client unless and until another contract is agreed and signed by both parties.

This proposal is valid for 30 days from issue.

5 AGREEMENT

If WXY agrees with this proposal, please sign and return a copy as our authorization to proceed:

Signature | Name (Printed) | Date

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

ATTACHMENT A

Terms and Conditions

Standard Terms and Conditions

Date:	2025-11-17
Consultant:	LSTN Consultants LLC
Client:	WXY
Owner:	City of Jacksonville
Project:	Jacksonville Shipyards West Park Events Pavillion

Extend of Agreement: These terms and conditions hereinafter referred to "Agreement" and supplement and govern all aspects of the obligations and liabilities between Consultant and Client relating to the Project. This agreement shall control and supersede all prior or simultaneous negotiations, representations, and agreements, either written or oral including separate agreements between the Client and an Owner or other party if applicable. In the event that this Agreement is not fully executed, it shall nonetheless be effective and controlling to the parties so long as Consultant has not provided same to the Client and has begun work and not received written objections or modifications.

Consultants Responsibilities: The Client appoints the Consultant and the Consultant agrees to perform the Professional Services identified in the Proposal pursuant to the terms and conditions set out in this Agreement. The term "Professional Services" and/or "Deliverables" shall mean reports, opinions, letters, and/or the other deliverables prepared by Consultant in any medium, including graphic and pictorial representations, which relate to its professional services for the Project. Consultant's Professional services shall be in accordance with current, accepted professional practice appropriate for the size, complexity, schedule, and other characteristics of the Project in the jurisdiction where the project is located. ("Standard of Care"). Consultant shall comply with all reasonable instructions of the Client and shall keep the Client informed on the progress and status of the Professional Services. Consultant shall carry out the services regularly and diligently and shall liaise and cooperate with any other consultant's appointment by the Client.

Client's Responsibilities: Client shall provide the following: (1) Full information identifying its requirements for and limitations on the project. (2) A representative authorized to act on the Client's behalf with respect to the Project who shall render decisions in a timely manner pertaining to all requests and/or documents submitted by Consultant. (3) All legal, insurance, and accounting services including auditing services that Client determines necessary to address its needs and interests relating to the Project. (4) Prompt written notice to Consultant if the Client becomes aware of any Consultant fault or defect in the Deliverable. (5) If applicable, the Client shall review and approve submission for each phase of work in a timely manner and shall authorize Consultant in writing to proceed with each succeeding phase.

Additional Services: Client requested services that are not expressly or implicitly identified in the proposal as "Basic Services" shall be considered to be "Additional Services." If the Client requests that the Consultant perform Additional Services, the Client shall provide the Consultant with additional Compensation equal to Consultant's hours expended at Consultant's standard hourly rates, which is either attached to this agreement, part of the proposal, or separately determined. Consultant's hourly rates may be adjusted annually in accordance with Consultant's standard practice. In the alternative, the Client and Consultant may agree on a stipulated sum for specific Additional Services. However, in no event shall Consultant be compelled or required to perform what it deems to an Additional Service unless the Client provides and appropriate written change order.

Limitations of Liability: To the fullest extent permitted by law, Client and Consultant each waive and right to consequential, liquidated, or incidental damages and agree that the total liability, in aggregate, of Consultant and Consultant's officers, managers, employees, agents, and independent professional associates, and any of them, to the Client and any one claiming by, though, or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, managers, employees, agents, and independent professional associates, and any of them, shall not exceed the lesser of the total compensation received by Consultant for the specific work performed resulting in the Client's damages or one hundred thousand dollars ($100,000).

Warranties/Guarantees: Consultant makes no express or implied warranty or guaranty of any sort. All warranties and guarantees, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Third Parties: Services provided by Consultant herein are solely for the benefit of the Client and nothing contained in this agreement shall create a contractual relationship with or cause an action in favor of a third party.

Consultant Indemnification of Client: Consultant shall indemnify the Client and its officers, employees, and successors from and against all damages, losses, judgements, including reasonable attorney's fees and expenses to the extent they result from Consultant's negligent acts or negligent omissions in the preparation of Deliverables and for patent, copyright, or trademark infringement attributable to Consultant's services. Consultant's liability arising from this indemnification and liability for damages generally in connection with the Agreement shall be subject to the limitation of liability stated above. The Client acknowledges and agrees that Consultant shall have no affirmative duty to provide a defense for the Client or any other party in connection with indemnified claims and that Consultant's responsibility for reimbursement of any reasonable legal fees of the indemnified parties shall be conditioned upon a finding against Consultant of negligence by a court of competent jurisdiction and then only to the extent there is a clear nexus between the costs and the negligent act. The Client further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal, or employee of Consultant shall have personal liability under this indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

Client Indemnification of Consultant: The Client assumes liability for and agrees to defend, indemnify, and hold harmless the Consultant, its subconsultants, and their respective officers, directors, shareholders, partners, principals, employees, and successors from and against all damages, losses, and judgements, including reasonable attorney's fees and expenses, to the extent they arise from or are alleged to arise from an act or omission of the Client, it's agents, employees, consultants, contractors, or construction manager (collectively for this indemnity "Client Entity"). The provisions of this section shall extend for all time notwithstanding the termination or expiration of this agreement.

Insurance Coverages: The Consultant shall maintain professional indemnity insurance and other insurance policies as described below. All deductibles and premiums associated with the above coverages except a project-specific policy of professional liability insurance shall be the responsibility of the Consultant. The Consultant shall upon request provide to the Client certificates of insurance evidencing compliance with the insurance requirements. The Consultant shall maintain the following minimum amounts of insurance during the term of this Agreement including the following: (1) Workman's Compensations, Statutory; (2) Employer's Liability, $0, General Liability, $500,000, Automobile Liability, $0, Professional Liability, $1,000,000, Umbrella Liability, $1,000,000.

Copyright and Intellectual Property: Copyright and any other intellectual property rights in all Deliverables, including but not limited to drawings, reports, calculations, specifications, software models, and other documents prepared by Consultant in connection with the Project shall remain vested in the Consultant. Client shall have a royalty free license to use the Deliverables for any purpose connected with or intended by the

scope of the Project. In the event any software and/or digital models (collectively referred to as "Digital IP") is created by or on behalf of Consultant in relation to the Project, Consultant grants to Client a non-exclusive license to use the Digital IP for the sole purpose of completion of the Project provided that Consultant is fully compensated for its services and expenses on the Project. Unless otherwise agreed, Client shall not be entitled to make multiple copies of Digital IP, permit use by multiple users of the Digital IP, and/or use the Digital IP for purposes other than the completion of the Project. Nothing herein shall prevent or limit Consultant's right to include photographic or artistic representations of the project among its promotional and educational materials including without limitation, as part of Consultant's website or elsewhere. Other parties shall be given credit where appropriate for their preparation of the Instruments of Service.

Termination and Suspension: Except as otherwise provided in this section, this agreement may be terminated by either party upon not less than thirty (30) calendar days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the thirty (30) calendar day notice period or fails to commence action to cure its default when the cure cannot reasonably be completed within thirty (30) days, the termination shall take effect without further notice. Upon a suspension of services by the Client, Consultant shall be paid for all fees and expenses for services performed through the date of the suspension plus reasonable demobilization expenses. In the event of a suspension of services, Consultant shall have no liability for any delay or damage caused because of such suspension of services. Upon the resumption of Consultant's services, Consultant's fees shall be equitably adjusted, and Consultant shall be reimbursed for all expenses incurred as a result of the suspension. If the Client's suspension of Consultant's services continues more than ninety (90) calendar days, Consultant may terminate this agreement upon seven (7) calendar days' written notice to Client.

Payment Provision: Invoices shall be submitted monthly and payments are due within thirty (30) days. All monies secured by the Client by its client to pay for Consultant's services identified herein shall be deemed to be held in trust for Consultant. Payment of Consultant's fees shall not be dependent on Client receiving funding from a third party. In the event of a dispute pursuant to the services rendered hereunder, the Client shall not have the right to withhold or set off any payments due or owing to Consultant. Payments due to Consultant and which remain unpaid shall bear interest thirty (30) days from the date of the invoice at a rate of one and a half percent (1.5%) per month or the maximum amount permitted by law. Consultant is entitled to recover any and all legal fees and any other costs expended if it becomes necessary to pursue legal actions to collect fees due hereunder. Client expressly acknowledges that Consultant shall be entitled to a judgement for its attorney fees and court costs attributable to the collection of its fees which are ultimately adjudicated/arbitrated to be rightfully due and owing. Failure of the Client to make payments to Consultant in accordance with this Agreement shall be considered substantial non-performance and grounds for Consultant to terminate the Agreement. Consultant's full payment pursuant to this section shall be a condition precedent for its obligation of performance. Reimbursable Expenses will be billed at cost. Reimbursable Expenses include the actual expenses incurred directly or indirectly in connection with the project such as those for travel (including transportation, meals, and associated expenses); reproduction and/or printing of Project-related documents, delivery, and express/courier services. This fee is in addition to the budget. No back-up data for time or copies of bills or receipts for Reimbursable Expenses will be provided unless otherwise agreed at the outset. The Client shall pay any goods or services tax in respect of the services and all invoices are stated exclusive of such taxes and net of any withholding tax.

No Solicitation of Employees: The Client agrees and acknowledges that it will not, directly or indirectly, solicit or hire an employee of the Consultant or induce any Consultant employee to terminate his or her employment with Consultant without the express written consent of Consultant. Recognizing that the Consultant has expended a substantial investment in recruitment, advertising, testing, and training of their personnel, the Client agrees that if it violates this clause and hires a Consultant employee within one year of the completion of the Project, it shall pay Consultant for each employee thus hired, the amount of one year's salary, at the last level of annual remuneration that the employee received from Consultant.

Confidential Reliance: Consultant shall not, save in the proper course of carrying out their obligations under this Agreement, disclose to any person or otherwise make use of any confidential information obtained in the course of the Agreement relating to the Client. If the Deliverable is a report, it is understood by the Client that it is intended for and may be relied upon only by the Client and other expressly identified Project stakeholders. Consultant shall be entitled to rely on the completeness and accuracy of services, information, and documents furnished by or on behalf of the Client.

Dispute Resolution: In mutual recognition of the negative consequences associated with disputes both in terms of lost time and expenses to all parties, the Client and Consultant agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. If mediation would jeopardize the substantive rights of either party due to the application of any applicable statute of limitations, then mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either party. The parties shall share the mediator's fee and any court or associated legal filing fees equally. The mediation shall be held in the state or province and locality of the Consultant, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state/province where the Consultant is located and this Agreement shall be subject to and construed on accordance with the laws of that state or province. The Client shall not assert any claim against the Consultant more than three (3) years after the date of substantial completion of the Project.

Notices/Modifications/No Waiver/Force Majeure: Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received upon receipt of telegraphic, facsimile, or electronic notice. The Agreement may be amended on by written modification executed by both parties and may not be assigned without the written permission of the non-assigning party. The failure to put into effect, exercise, or enforce any term, condition, or provision of this Agreement shall not be deemed a waiver of such term, condition, or provision or the party's right to enforce it. Should any part of this Agreement be rendered or declared illegal, legally invalid, or unenforceable, the remaining parts of this Agreement shall remain in full force and effect. The language shall not be construed for or against either party, regardless of who drafted it. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document and a signature by facsimile or electronic mail may be used by any party to this Agreement as if it were an original signature. Each party shall execute and deliver all such further documents and instruments and take all such further action as may be reasonably required or appropriate to carry out the intent and purpose of this Agreement. Neither the Client or the Consultant shall be held accountable or penalized under the terms of this Agreement for failure to perform which is occasioned by war, strike, Act of God, natural disaster, or other casualty beyond the reasonable control of the Client or Consultant.

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Workplace Dining
Convention Centers
Hospitality
Education
Senior Living
Healthcare

WBE certified in MD, VA, NY, NC, PA & TN

November 24, 2025

Peter Eichberger
Associate
W X Y architecture + urban design
25 Park Place, Fifth Floor
New York, NY 10007

re: Jacksonville Shipyards West Park
Jacksonville, FL
25247

Dear Peter,

Thank you for inviting us to propose design services for this project. We have based our proposal on your email dated November 18, 2025, which contained the project concept floor plans.

Project Criteria

The City of Jacksonville Parks, Recreation, and Community Services is in the process of planning a facility for large events and a conference center. The ground floor is scheduled to contain a 1283 SF café, which Culinary Advisors will help provide total potential utility loads but not individual equipment utility requirements or foodservice programming or design service.

The second floor is scheduled to contain a 354 SF Catering Prep space and a 230 SF bar. Through our experience with many other warming and catering kitchens, the allocated Catering space appears to be small. Culinary Advisors will guide the client and the design team to determine the necessary sizing requirements.

Consulting Services

The attached FOODSERVICE FACILITY PLANNING SCOPE OF SERVICES outlines each task we propose to complete this assignment.

Fees

The fees below are based on the assumptions outlined earlier, in the proposal introduction. We anticipate that a number of meetings will take place virtually and we have allowed for no in person meeting/trips as listed in our Scope of Services. While these fees reflect a good faith estimate of the project, we are happy to adjust them as more is known about the project specifics. Fees will be honored for 120 days from the date of this proposal.

Phase	Services	Fees
1	Schematic Planning	$3,960
2	Design Development	6,300
3	Contract Documents	4,500
~~4~~	~~Bidding Assistance~~	~~540~~
~~5~~	~~Services During Construction~~	~~2,700~~
	Total	~~$18,000~~

Billing

Invoices for fees will reflect the work accomplished for each phase as described in the Scope of Foodservice Design Services. Invoices for expenses incurred during the previous month will be issued monthly. Invoices are payable within 30 days of your receipt of payment from the client.

Expenses

Normally reimbursable expenses, except out of town travel, are included in the fees cited above. No out of town travel is anticipated. Any extraordinary expenses will be invoiced at actual cost. We will notify you of any extraordinary expenses prior to incurring them.

Document Format

Culinary Advisors uses a variety of CAD and BIM packages so as to maintain interoperability with our clients. Our choice of tools will depend on yours. We actively work in REVIT® for the preparation of plans and drawings delivered in the REVIT® or AutoCAD® "DWG" file format. We can also deliver projects in the 3D/BIM open standard "IFC" file format. Textual materials are created in Microsoft Office formats, most usually, Word® and Excel®. Hard copies are not anticipated; submittals will be made in PDF format.

Project Acceptance

If the scope of services and planning costs described here are satisfactory, please accept our proposal by signing two copies and returning one to me.

We look forward to working with you to successfully complete this project.

Sincerely
Culinary Advisors

Robert Jacobs, FCSI
Principal

cc: Angela McPhaul – Culinary Advisors
attachments: Scope of Foodservice Design Services
Hourly Rate Schedule

Acceptance:

Project Name: Jacksonville Shipyards West Park
Project Number: 25247
Proposal Date: November 24, 2025

Accepted:	
Client Name	
By: Name and Title	Date
	Signature

Agreed: Culinary Advisors	
Principal	Date
	Signature

FOODSERVICE FACILITY PLANNING
SCOPE OF SERVICES

PHASE 1 –SCHEMATIC PLANNING

The Program forms the basis for design that is required for the project. The following specific activities describe the process that will result in the completion of the Program.

1. Meet with members of the design team virtually to determine all the operational requirements for the foodservice facility.
2. Review all available design documents to determine the location of and space available for the foodservice equipment.
3. Develop an appropriate foodservice program and schematic plan.
4. Submit to the design team for review and comment.
5. Attend up to 3 virtual meetings when foodservice is being discussed.

PHASE 2 – DESIGN DEVELOPMENT

During this phase the Program and Schematic Plan are developed into a definitive document that details the layout of the foodservice facility. All major equipment is identified, and its placement in the facility indicated. Preliminary line item budgets are established for cost and utilities. We will:

1. Use electronic backgrounds provided by the architect to develop an equipment plan of the foodservice areas that indicates items of equipment necessary to meet the new foodservice program.
2. Prepare a numbered list of equipment and a book of manufacturers' catalogue illustrations (cut book) numbered and keyed to match the equipment list.
3. Prepare a Utility Load Schedule that defines the utility requirements for all equipment on the Plan.
4. Prepare spot connection plans that indicate the points of connection on the foodservice equipment items requiring utility services. These documents are solely for project team information and coordination and are not part of the contract documents.
5. Develop elevations and details of custom fabricated equipment incorporated into the design.
6. Prepare (as may be required) a special conditions plan showing items such as floor drains and vent ducts or other items that cannot be represented on the Plan or Utility Load Schedule. This plan will also define such items as floor depressions, wall openings, curbs, wall backing or soda line requirements.
7. Submit to the design team for review, comment, and approval all the material developed during this activity. Modify as needed.
8. Develop a line item budget of probable foodservice equipment costs.
9. Attend up to 3 virtual meetings when foodservice is being discussed.

PHASE 3 – CONTRACT DOCUMENTS

These activities will produce the documents that are used for the solicitation of competitive bids for the provision of the foodservice equipment.

1. Revise as may be needed the foodservice equipment plan and elevations, based on the approved design development plan and elevations.
2. Revise and finalize the Utility Load Schedule.
3. Prepare specifications for the project. The specifications will define fully the equipment and construction as it relates to foodservice.
4. Submit all materials to the design team for review and modify as required to gain the approval of the design team.
5. Prepare appropriate documents for submission, by others, to the project's local Health Department plan reviewer for final design review and approval.
6. Submit all documents in final reproducible form to the architect for inclusion in the project's bid package.
7. Attend up to 3 virtual meetings when foodservice is being discussed.

~~PHASE 4 – BIDDING ASSISTANCE~~

NOT APPLICABLE TO THIS PROPOSAL

After the foodservice design documents are completed, we will:

1. Submit a list of pre-qualified bidders to whom the contract document should be distributed.
2. Review line item bids, if prepared in conformance to specifications, for conformance to specifications, accuracy and competency. The review of substitutions is specifically excluded.
3. Should non-conforming bids or substitutions be requested by the Owner or be proposed by the bidders and determined to be worth consideration by the Owner, our work in this phase will be on an hourly basis, our proposed or agreed-to fees notwithstanding.

~~PHASE 5 – SERVICES DURING CONSTRUCTION~~

NOT APPLICABLE TO THIS PROPOSAL

Culinary Advisors will remain involved in the project during construction review submittals for conformance to the bidding documents. We will:

1. Review all submittals and shop drawings from the foodservice equipment for their compliance with the contract documents.
2. Coordinate with the Design Team to provide information to the construction team. Provide responses to RFIs.
3. Job site visit at the end of the installation of the foodservice equipment to inspect the equipment and installation is NOT included.

HOURLY RATE SCHEDULE - 2025

CULINARY DESIGN, LLC
t/a CULINARY ADVISORS

The following hourly rates are in effect for the period from January 1, 2025, through December 31, 2025. Contracts that are based on hourly rates, and that are active beyond the rate period defined above, will abide by the hourly rates in effect at the time of signing the contract and will remain in effect for the duration of the contract.

One day out of town travel is undertaken at a standard per diem rate, calculated at the hourly rate and based on a 10-hour day. Longer out of town assignments are on a quotation basis.

Additional services will be provided and invoiced at the then-current hourly rates.

Principal, Designer and Project Manager
$250 per hour
Per diem rate: $2,500

Project Manager and Designer
$175 per hour
Per diem rate: $1,750

Associate Project Manager and Designer
$140 per hour
Per diem rate: $1,400

Project Specialist/BIM Technician
$110 per hour
Per diem rate: n/a

Adjunct Consulting Staff
$100 – $225 per hour
Per diem rate: n/a

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Exhibit J

moffatt & nichol

501 East Kennedy Blvd., Suite 1910
Tampa, Florida 33602

(813) 258--8818
www.moffattnichol.com

March 6, 2026

Agency Landscape + Planning
91 Harvey St. Suite 2,
Cambridge, MA 02140
Delivered via e-mail: susannah@agencylp.com;

Attn: Susannah Ross

Subject: Jacksonville Shipyards Kids Kampus Replacement Park
Pier 3 Dolphins Dive Inspection Fee Proposal

Dear Susannah:

Moffatt & Nichol (M&N) is excited to continue to support Agency (Client) in progressing design of the Northbank CRA and the Kids Kampus Replacement Park (KKRP) CIP projects at the former Shipyards site in Jacksonville. The following tasks include a dive inspection of the dolphin structures at Pier 3 by subconsultant "Engineering Operations". The tasks are numbered sequentially from the original contract between M&N and the Client dated August 23, 2022.

Task 13 – Pier 3 Dolphin Dive Inspection

Scope
The following scope will be performed by the subconsultant

1. Pre-planning:
    a. Attend pre-planning meetings as needed via video conference.
2. Field inspection and document the findings which will include:
    a. Map out pile and pile cap configuration, label accordingly.
    b. Attempt to identify piles and pile cap concrete type (Prestressed/Reinforced).
    c. Level I visual and tactile routine inspection of all piles and the pile caps.
        i. Dolphin 1:
            1. 35ea Octagonal concrete piles
            2. 76ea Square concrete piles
            3. 3,825sf Concrete pile cap
        ii. Dolphin 2:
            1. 13ea Octagonal concrete piles
            2. 25ea Square concrete piles
            3. 3,825sf concrete pile cap
    d. Level II inspection of 10% of the piles, including cleaning a 1ft high band near the cap, mid-water column and near channel bottom of piles for close-up inspection.
        i. Dolphin 1:
            1. 4ea Octagonal concrete piles, 6 sides.
            2. 8ea Square concrete piles, 3 sides.
        ii. Dolphin 2:
            1. 2ea Octagonal concrete piles, 6 sides.

2. 3ea Square concrete piles, 3 sides.

e. List observed defects, with location, description, dimensions, and photos (if possible).

3. Reporting:

a. Produce a qualitative assessment of the condition of the piles and pile caps in accordance with ASCE MPO 130 - Waterfront Facilities Inspection and Assessment.

M&N will perform the following tasks:

1. Coordination and a QC review of the report prepared by the subconsultant.
2. Analysis of historic structures to evaluate remaining capacity. Analysis will require some assumptions of internal reinforcing and concrete type as the dive survey will not identify this information.
3. Prepare a graphic showing load capacity for each structure.

Dependencies

- Access will be by boat and will be timed for favorable tide levels and conditions.

Deliverables

- Dive Report
- Load Rating Drawing

FEE SUMMARY

The following table outlines the lump sum fees associated with the above task.

Shipyards West Park Marine Structures	
Task 13 – Pier 3 Dive Inspection	$30,772.64
Dive Inspection (EO)	$21,872.26
M&N Oversight and Analysis	$8,900.38
Total	**$30,772.64**

Moffatt & Nichol looks forward to our continued assistance with Jacksonville to develop a vision for this important site in the heart of the City, and we are excited for another successful collaboration with Agency. If you have any questions or concerns regarding this proposal, please contact me at (813) 463-4423 or mherrman@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL

Michael N. Herrman

Michael Herrman, PE
Vice President

Cc: Gina Ford, Xi Yang

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

PART I - GENERAL

1. Project KKRP Park (Shipyards West) CO3 Pier 3 Dolphin Dive Inspection & Capacity Design checks	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: Moffatt & Nichol	**4. Date of Proposal** March 5, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Eng./PM	$ 103.91	0	$ 0.00	
Supervisory Eng.	$ 90.72	12	$ 1,088.64	
Senior Eng.	$ 80.82	0	$ 0.00	
Eng/Sci III	$ 64.33	24	$ 1,543.92	
Eng/Sci II	$ 54.43	0	$ 0.00	
Eng/Sci I	$ 46.18	0	$ 0.00	
Staff Eng	$ 39.59	0	$ 0.00	
Senior Tech	$ 51.13	0	$ 0.00	
Designer	$ 44.53	0	$ 0.00	
CADD II	$ 37.94	8	$ 303.52	
CADD I	$ 32.99	0	$ 0.00	
Word Processing	$ 36.23	0	$ 0.00	
TOTAL DIRECT LABOR	$ 66.73	44		$ 2,936.08
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**175.58** % x Total Direct Labor			$ 5,155.17
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 8,091.25**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 809.13

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Mileage and Lodging	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Dive (Engineering Operations, LLC)	$ 21,872.26	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 21,872.26
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 30,772.64**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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February 12, 2026

Karina Thomsen,
Moffatt & Nichol

Re: **Fee Proposal for the visual inspection report of Dolphins 1 & 2, Substructure (Pile Cap Underside and Piles), located at Jacksonville Shipyard St. John's River, FL.**

Dear Ms. Thomsen:

We are pleased to submit our cost proposal for engineering services for the underwater inspection for the above-mentioned project in the **LUMP SUM** amount of **$21,872.26.**

SCOPE OF WORK

The following is our proposed detailed Scope of Work. Any work required by Moffatt & Nichol, and not noted in the scope of work below, will be done as an addendum to the contract and will require additional compensation.

1. **Pre-planning:**
   a. Attend pre planning meetings as needed via video conference.
2. **Field inspection and document the findings which will include:**
   a. Map out pile and pile cap configuration, label accordingly.
   b. Attempt to identify piles and pile cap concrete type (Prestressed/Reinforced).
   c. Level I visual and tactile routine inspection of all piles and the pile caps.
      - Dolphin 1:
        - 35ea Octagonal concrete piles
        - 76ea Square concrete piles
        - 3,825sf Concrete pile cap
      - Dolphin 2:
        - 13ea Octagonal concrete piles
        - 25ea Square concrete piles
        - 3,825sf concrete pile cap
   d. Level II inspection of 10% of the piles, including cleaning a 1ft high band near the cap, mid-water column and near channel bottom of piles for close-up inspection.
      - Dolphin 1:
        - 4ea Octagonal concrete piles, 6 sides.
        - 8ea Square concrete piles, 3 sides.

- Dolphin 2:
    - 2ea Octagonal concrete piles, 6 sides.
    - 3ea Square concrete piles, 3 sides.

e. List observed defects, with location, description, dimensions, and photos (if possible).

3. Reporting:

a. Produce a qualitative assessment of the condition of the piles and pile caps in accordance with ASCE MPO 130 - Waterfront Facilities Inspection and Assessment.

We hope that this proposal meets with your approval. If you have any questions or need additional information, please contact us.

Sincerely,

Bill Gehry

Bill Gehry, Florida Office Manager –
Engineering Operations, LLC

EXHIBIT C

ETM ENGLAND-THIMS & MILLER

March 3, 2026

Agency Landscape & Planning
Susannah Ross
91 Harvey Street
Suite 2
Cambridge, Massachusetts 02140
United States
617.686.6861
susannah@agencylp.com

RE: Shipyards West - Additional VVH Location
Project No: S0022.44005

Dear Susannah Ross,

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

Task 1 - Subsurface Utility Services
Provide subsurface utility engineering services for the project site described above. This scope of services includes providing subsurface excavation within active roadways, East Bay Street and Catherine Street, and as depicted on attached graphic provided by client. This scope includes up to (41) utility test holes as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. The underground utility test holes, and utility designation will be horizontally located, and elevations will be provided. The surveyed locations will be incorporated into a cad file for use in engineering design.

Task 1A - Utility Designator
Provide field verification of existing utilities. Utility designating team will mark underground utilities by using EM locators and GPR. Once marked in the field, the team will review with existing documents provided by utility owners.

Lump Sum Fee ***$2,500.00***

Task 1B - (41) Test Holes (Hard Cover) ($525 per Hole)**

Lump Sum Fee ***$21,525.00***

Task 1C - SUE Technician
Technician to request utility information from appropriate utility owners. Review available information and provide quality control on designated utilities. Once reviewed, technician will create utility designation final maps for client delivery.

Lump Sum Fee ***$4,730.00***

TASK SUMMARY

Task	– Description	Hourly Fee	Lump Sum Fee
1	Subsurface Utility Services		
1A	Utility Designator		$2,500.00
1B	(42) Test Holes (Hard Cover)** ($525 per Hole)		$21,525.00
1C	SUE Technician		$4,730.00
	SUBTOTAL		$28,755.00
	TOTAL FEE SUMMARY	$28,755.00	

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

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

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

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

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

EXPENSES

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

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Boundary Survey
- Construction Layout
- County Plat Review
- Document Processing for Recordation
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Plat Preparation
- Plat Processing for Recordation
- Protected Tree Survey
- Route Survey
- Sketch and Legal Description
- Staking
- Topographic Survey
- Tree Survey

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

If you should have any questions or require additional information, please contact Cliff Colyer, P.S.M., R.L.S. at 904.376.6355 or by email at ColyerC@etmsurvey.com. Thank you for this opportunity to be of service.

Sincerely,

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

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

By:

(Signature)

Name:

(Printed Name)

Title:

Agency Landscape & Planning

Billing Contact:

Billing Email:

Billing Address:

Billing Phone #:

Date:

By:

(Signature)

Name:

(Printed Name)

Title:

Attachments:
A) General Conditions
B) Exhibit A

ATTACHMENT A

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

V. PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM-SMI will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM-SMI harmless from any losses or liabilities resulting from such permitting or regulatory action.

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

ETM-SMI by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above.

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

VII. OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM-SMI pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM-SMI. The Client shall indemnify and defend ETM-SMI from all claims, damages, and expenses, including attorneys' fees and costs for any unauthorized use of ETM-SMI's documents.

VIII. SAFETY – To the extent ETM-SMI provides periodic observations or monitoring services on the Project under this Agreement, Client agrees contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM-SMI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

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

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

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

To the extent "Full-time Inspections" are required by ETM-SMI under this Agreement, an employee of ETM-SMI has been assigned for eight-hour days during regular business hours.

Construction Inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

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

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

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

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

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

XII. THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM-SMI.

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

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

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

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

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

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

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

XVII. LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of $50,000.00, whichever is less.

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

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

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

XIX. INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for forty-five (45) days from the date of the attached proposal.

XX. SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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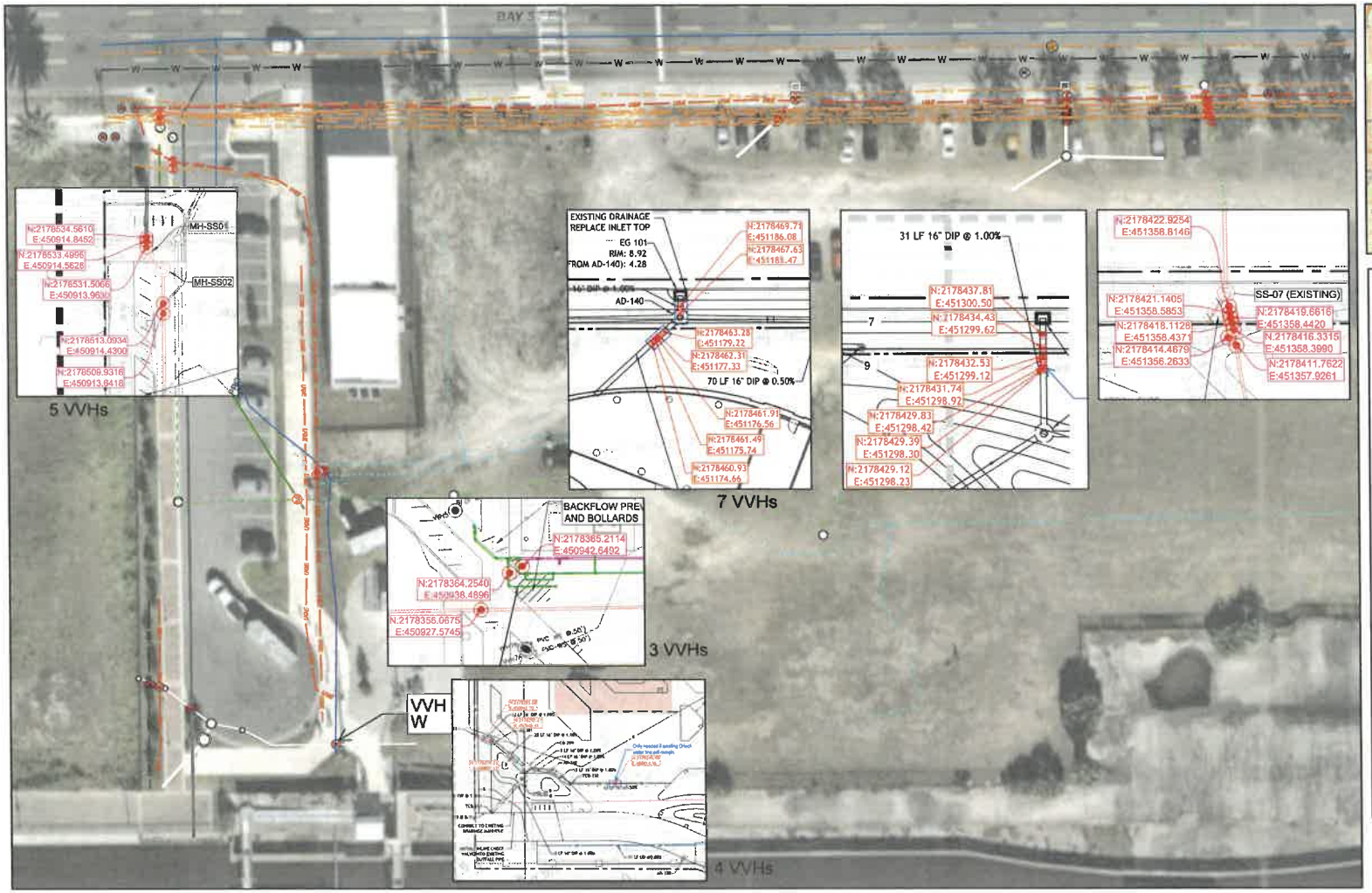

ETM SURVEYING & MAPPING

Trusted Advisors. Creating Community.

SHIPYARD WEST - ADDITIONAL VVHs

N E S W

Sheet No. 1	Utility Location Map
	Drawn By: David Ashley
	Checked by:
	Date: 3/3/2026

Exhibit J

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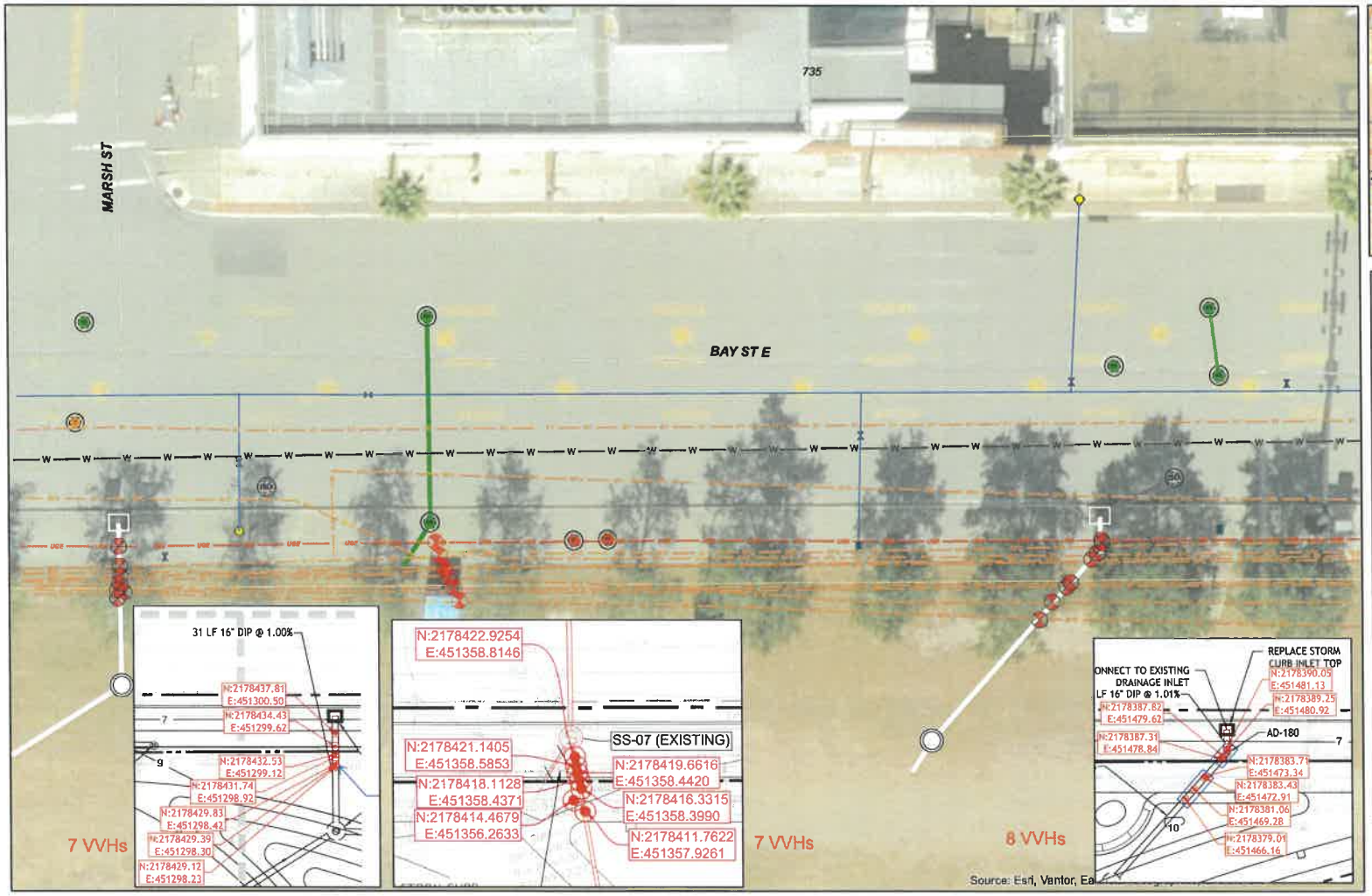

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ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

SHIPYARD WEST - ADDITIONAL VVHs

N E S W

Sheet No.	1
Utility Location Map	
Drawn By:	David Ashley
Checked by:	
Date:	3/11/2026

Exhibit J

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

PART I - GENERAL

1. Project Shipyards West - Additional VVH Location	**2. Proposal No. / Contract No.** TBD
3. Name of Consultant orSubconsultant: ETM Surveying & Mapping, Inc.	**4. Date of Proposal** March 3, 2026

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Project Manager	$ 79.08	0	$ 0.00	
Surveyor	$ 50.88	0	$ 0.00	
Crew Chief	$ 29.06	0	$ 0.00	
Instrument Operator	$ 23.09	0	$ 0.00	
Field Assistant Technician	$ 18.94	0	$ 0.00	
Technician	$ 43.46	0	$ 0.00	
Drafter Or CADD Operator	$ 28.82	0.0	$ 0.00	
Admin/Clerical	$ 25.00	0	$ 0.00	
SR Utility Coordinator	$ 46.48	12	$ 557.76	
SUE Analyst	$ 23.67	43	$ 1,017.81	
SUE Crew Chief	$ 39.09	100	$ 3,909.00	
SUE Instrument Technician	$ 22.32	100	$ 2,232.00	
SUE Technician	$ 18.00	99	$ 1,789.21	
			$ 0.00	
TOTAL DIRECT LABOR	$ 26.82	354.4007		$ 9,505.78
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**175** % x Total Direct Labor		$ 16,635.12
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 26,140.90**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 2,614.09

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 28,754.99**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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Exhibit J

EXHIBIT D

ETM ENGLAND-THIMS & MILLER

December 18, 2025

Agency Landscape & Planning
Susannah Ross
91 Harvey Street
Suite 2
Cambridge, Massachusetts 02140
United States
617.686.6861
susannah@agencylp.com

RE: Shipyards West - Additional Topographic Survey
Project No: S0022.44004

Dear Susannah Ross,

Pursuant to your request, ETM Surveying & Mapping, Inc.("ETM-SMI") is pleased to submit a fee proposal for Topographic Survey services for the proposed project located in Jacksonville, Florida. Our proposed scope of services and fee schedule are as follows:

Task 1 - Miscellaneous Topographic Survey
Update a previous topographic survey by this firm to show additional features requested by client, in area shown on attached Exhibit "A", and as listed as item numbers 4 through 15, and 18 through 21, on attached Exhibit "B", as provided by client. The surveyed data will be referenced to published horizontal and vertical datums. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. The deliverables will consist of digital data files of the survey suitable for civil engineering design with a finalized map of survey to follow soon thereafter.

Lump Sum Fee ***$5,600.00***

Task 2 - Additional Topographic Survey
Prepare a supplemental topographic survey of a previous survey by this firm, for design purposes of the site referenced above, limits as shown on the attached Exhibit "A". The topographic survey data to be collected will be surveyed in 100-foot grid lines measured at 100-foot intervals or at any major change of topography. The surveyed data will be referenced to published horizontal and vertical datums. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. Item number 26 on attached Exhibit "B", along with a TIN surface with breaklines and contours will be included, as listed as item numbers 1 and 2, on attached Exhibit "B", as provided by client. The deliverables will consist of digital data files of the survey suitable for civil engineering design with a finalized map of survey to follow soon thereafter.

Lump Sum Fee ***$16,200.00***

Task 3 - Limited Topographic Survey-Pier 3
Prepare a limited topographic survey for design purposes of the Pier 3 site as shown on attached Exhibit "A". The topographic survey data to be collected will be surveyed in 100-foot grid lines measured at 100-foot intervals or at any major change of topography. Horizontal and vertical location of concrete dolphins will be located, as listed as item number 25 on attached Exhibit "B", as provided by client. The surveyed data will be referenced to published horizontal and vertical datums. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. The deliverables will consist of digital data files of the survey suitable for civil engineering design with a finalized map of survey to follow soon thereafter.

Lump Sum Fee ***$3,200.00***

TASK SUMMARY

Task – Description		Hourly Fee	Lump Sum Fee
1	Miscellaneous Topographic Survey		$5,600.00
2	Additional Topographic Survey		$16,200.00
3	Limited Topographic Survey-Pier 3		$3,200.00
	SUBTOTAL		$25,000.00
	TOTAL FEE SUMMARY	$25,000.00	

EXPENSES

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

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Boundary Survey
- Construction Layout
- County Plat Review
- Document Processing for Recordation
- Excavation of Underground Facilities
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Plat Preparation
- Plat Processing for Recordation
- Protected Tree Survey
- Route Survey
- Sketch and Legal Description
- Staking
- Subsurface Utility Services
- Tree Survey

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

If you should have any questions or require additional information, please contact Cliff Colyer III, P.S.M. at 904.376.6355 or by email at ColyerC@etmsurvey.com. Thank you for this opportunity to be of service.

Sincerely,

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

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

By:

Agency Landscape & Planning

Billing Contact:

(Signature)

Name: Barry Scott

(Printed Name)

Title: Vice President / Shareholder

Billing Email:

Billing Address:

Billing Phone #:

Date:

By:

(Signature)

Name:

(Printed Name)

Title:

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

ATTACHMENT A

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

V. PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM-SMI will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM-SMI harmless from any losses or liabilities resulting from such permitting or regulatory action.

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

ETM-SMI by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above.

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

VII. OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM-SMI pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM-SMI. The Client shall indemnify and defend ETM-SMI from all claims, damages, and expenses, including attorneys' fees and costs for any unauthorized use of ETM-SMI's documents.

VIII. SAFETY – To the extent ETM-SMI provides periodic observations or monitoring services on the Project under this Agreement, Client agrees contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM-SMI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

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

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

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

To the extent "Full-time Inspections" are required by ETM-SMI under this Agreement, an employee of ETM-SMI has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

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

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

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

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

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

XII. THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM-SMI.

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

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

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

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

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

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

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

XVII. LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of $50,000.00, whichever is less.

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

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

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

XIX. INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for forty-five (45) days from the date of the attached proposal.

XX. SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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Exhibit J

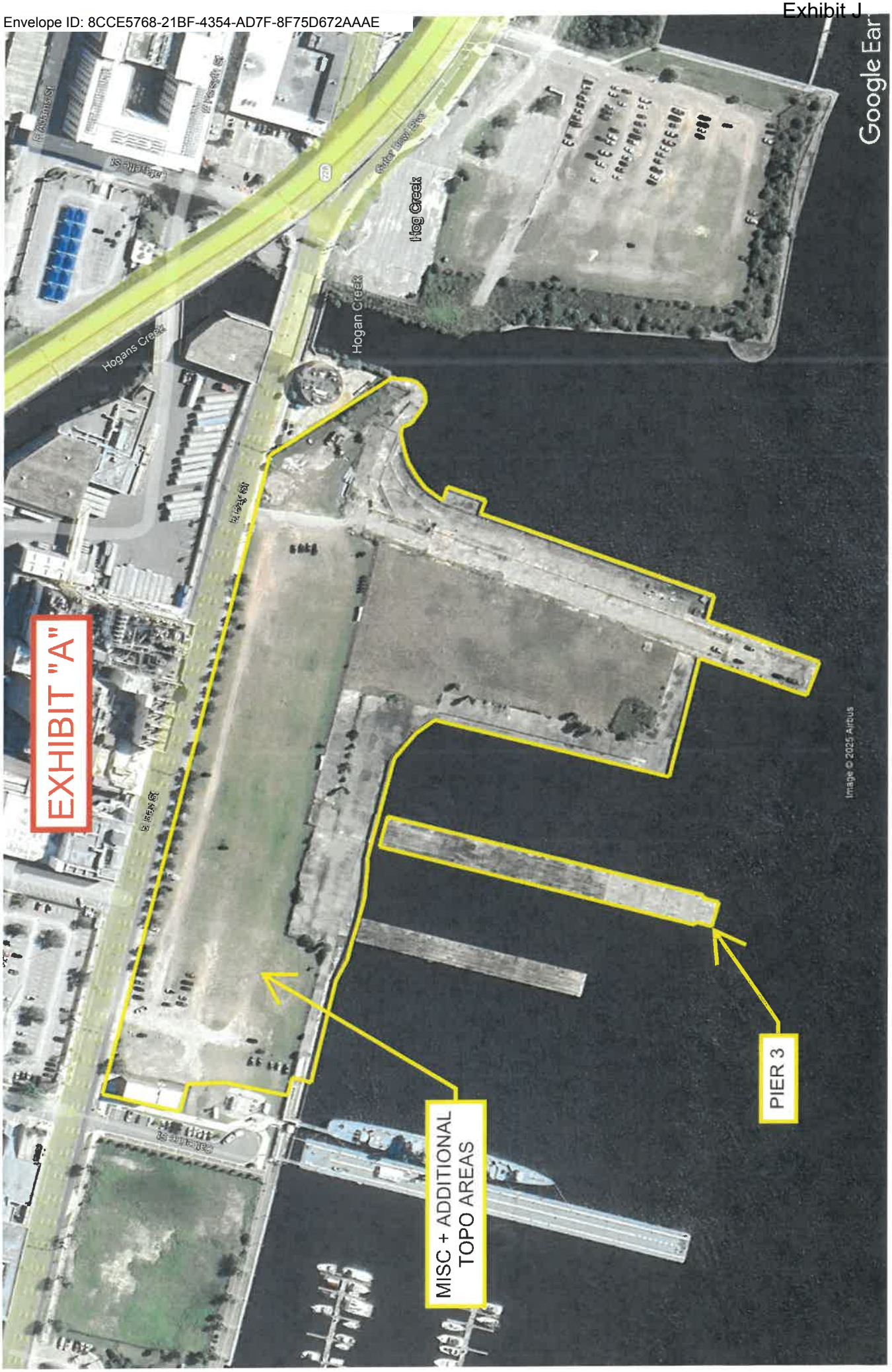

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Exhibit "B"

Jacksonville Shipyards: Additional Survey Requests

12/5/25

Compiled requested additions or edits, photos attached to help explain:

1. Existing TIN with break lines
2. Contours
3. ~~Existing spot grades~~
4. Drain locations along Riverwalk low areas (see photos)
5. Weep holes and open conduit sleeves along the Riverwalk (see photos)
6. Monitoring well mislabeled as valve box, at end of Catherine St.
7. Water quality structure and drain connection needed at end of Catherine St.
8. PVC connection behind Fire House missing
9. Air conditioners and pad behind Fire House missing
10. Utilities against the back of Fire House missing
11. Electric meters just east of Fire House missing
12. Concrete paving and bike rack in front of Fire House missing
13. Transformer and bollards just east of Fire House missing
14. Signaled crosswalk, curbcut, and signals just east of the Fire House missing
15. Can drainage connections in areas along Bay St be specified?
16. ~~Extent of concrete paving on site missing~~
17. ~~Gravel drive aisle missing north of Pier 4 missing~~
18. Navi bus fare box north of Pier 4 missing
19. Light pole on Bay Street north of Pier 4 missing
20. Drain connection across Bay St north of Pier 4 missing
21. End of telephone line at the north end of Pier 4 missing
22. ~~Old bridge abutment at the north end of Pier 4 missing~~

~~23. Surface information on Pier 4 missing~~

~~24. CAD survey of all trees, including those along Bay Street~~

25. Location of dolphins along pier 3, these are the areas the show a thicker concrete slab in its profile (see photos)

26. Large concrete debri on Pier 4 (see photos)

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

PART I - GENERAL

1. Project Shipyards West - Additional Topographic Survey - Task 1	**2. Proposal No. / Contract No.** TBD
3. Name of Consultant orSubconsultant: ETM Surveying & Mapping, Inc.	**4. Date of Proposal** December 18, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Project Manager	$ 79.08	1	$ 79.08	
Surveyor	$ 50.88	2	$ 101.76	
Crew Chief	$ 29.06	12	$ 348.72	
Instrument Operator	$ 23.09	12	$ 277.08	
Field Assistant Technician	$ 18.94	12	$ 227.28	
Technician	$ 43.46	7	$ 304.22	
Drafter Or CADD Operator	$ 28.82	16.1	$ 463.11	
Admin/Clerical	$ 25.00	2	$ 50.00	
SR Utility Coordinator	$ 46.48	0	$ 0.00	
SUE Analyst	$ 23.67	0	$ 0.00	
SUE Crew Chief	$ 39.09	0	$ 0.00	
SUE Instrument Technician	$ 22.32	0	$ 0.00	
SUE Technician	$ 18.00	0	$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 28.89	64.069		$ 1,851.25
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**175** % x Total Direct Labor		$ 3,239.69
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 5,090.94**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 509.09

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 5,600.03**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

PART I - GENERAL

1. Project Shipyards West - Additional Topographic Survey - Task 2	**2. Proposal No. / Contract No.** TBD
3. Name of Consultant orSubconsultant: ETM Surveying & Mapping, Inc.	**4. Date of Proposal** December 18, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Project Manager	$ 79.08	2	$ 158.16	
Surveyor	$ 50.88	4	$ 203.52	
Crew Chief	$ 29.06	35	$ 1,017.10	
Instrument Operator	$ 23.09	35	$ 808.15	
Field Assistant Technician	$ 18.94	35	$ 662.90	
Technician	$ 43.46	30	$ 1,302.76	
Drafter Or CADD Operator	$ 28.82	40.0	$ 1,152.80	
Admin/Clerical	$ 25.00	2	$ 50.00	
SR Utility Coordinator	$ 46.48	0	$ 0.00	
SUE Analyst	$ 23.67	0	$ 0.00	
SUE Crew Chief	$ 39.09	0	$ 0.00	
SUE Instrument Technician	$ 22.32	0	$ 0.00	
SUE Technician	$ 18.00	0	$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 29.27	182.976		$ 5,355.39

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate **175** % x Total Direct Labor	$ 9,371.93
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)	**$ 14,727.32**
8. PROFIT: Labor Related Costs (Item 7) x **10%**	$ 1,472.73

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 16,200.05**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

PART I - GENERAL

1. Project Shipyards West - Additional Topographic Survey - Task 3	**2. Proposal No. / Contract No.** TBD
3. Name of Consultant orSubconsultant: ETM Surveying & Mapping, Inc.	**4. Date of Proposal** December 18, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Project Manager	$ 79.08	1	$ 79.08	
Surveyor	$ 50.88	2	$ 101.76	
Crew Chief	$ 29.06	6	$ 174.36	
Instrument Operator	$ 23.09	6	$ 138.54	
Field Assistant Technician	$ 18.94	6	$ 113.64	
Technician	$ 43.46	4	$ 169.93	
Drafter Or CADD Operator	$ 28.82	8.0	$ 230.56	
Admin/Clerical	$ 25.00	2	$ 50.00	
SR Utility Coordinator	$ 46.48	0	$ 0.00	
SUE Analyst	$ 23.67	0	$ 0.00	
SUE Crew Chief	$ 39.09	0	$ 0.00	
SUE Instrument Technician	$ 22.32	0	$ 0.00	
SUE Technician	$ 18.00	0	$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 30.30	34.91		$ 1,057.87
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**175** % x Total Direct Labor		$ 1,851.27
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 2,909.14**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 290.91

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 3,200.05**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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City of Jacksonville, Florida

Procurement Award Form (PAF)

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

Goods and/or Services: Shipyards West - Kids Kampus Replacement Park

Requested Action and Justification:

Recommend approval of Amendment #3 to incorporate the attached Scope of Services (G and H) which amends the subconsultant team and also provides additional coordination with the Late Bloomers Garden Club, the DIA and also provides additional survey services that are required for the design of the project. Amendment #3 is for an increase in the amount of $74,000.00. The new total not to exceed is $7,708,711.00.

To be executed by formal contact amendment through the Office of General Counsel

Supplier:	Agency Landscape + Planning, LLC	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/15/2022

POA #:	71920-22	**PO #:**	651841-23	**Change Order #:**	N/a
Solicitation #:	PDS P-38- 21	**Contract #:**	71920-22	**Contract Amd #:**	3
Term:	Project Completion	**Options:**	N/a	**Options Used:**	N/a

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

Fund:	32124	**Center:**	153119	**Acct:**	565051	**Proj:**	010606	**Activity:**	00000000	$ 74,000.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 7,708,711.00	**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	9/11/2025
Concurrence:	Tuna Sucka 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	9/18/2025
Concurrence:		**Title:**		
Concurrence:		**Title:**		

Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 124B0D5BD0EA0...	**Chief of Procurement:**	Signed by: B19F1D517352458...	9/23/2025
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 1C34E1215562481...
Date:	9/25/2025	**Date:**	9/25/2025

DS

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

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 G

Jacksonville Shipyards West
Agency #AG2133

APPROVED

Jonathan P. Page

Digitally signed by Jonathan P. Page
DN: C=US, E=jonathanp@coj.net, O=City of Jacksonville, OU=PWEN, CN=Jonathan P. Page
Date: 2025.09.11 07:59:58-04'00'

Jill Enz
Chief of Natural and Marine Resources
City of Jacksonville | Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

August 13, 2025

Subject: Amendment #3 for Jacksonville Riverwalk Design Guidelines, Design Team Change, and Additional Survey

Dear Jill,

This document is proposed to serve as Amendment #3 to the Services Contract ("Agreement") between The City of Jacksonville ("Client") and Agency Landscape + Planning, LLC ("Agency") made as of August 23, 2022 for Shipyards West ("Project").

ADDITIONAL SERVICES – RIVERWALK DESIGN GUIDELINES

Client Team. We understand that the Client team will be led by the Jacksonville Department of Parks, Recreation and Community Services but will include engagement with and input from the Jacksonville Downtown Investment Authority (DIA) and the Late Bloomers Garden Club.

Task 1: Riverwalk Map

- Create a plan exhibit of the Riverwalk—showing where it exists, where it is proposed, and where it has gaps—along with the various park projects along its route, from plans provided to Agency by the Client

Task 2: Kick-off
(In-Person 1-day kick-off meeting, JAX)

- Facilitate a discussion on project, goals and issues
- Present an overview of the process including schedule, roles and responsibilities
- Facilitate a workshop to gather initial feedback from the Client, DIA and the Late Bloomers Garden Club—including review and discussion of existing guidelines.
- Set priorities and objectives
- Build consensus
- Explore key place appropriate strategies
- Solicit meaningful feedback
- Conduct site walks (day and night) and field analysis

Task 3: Site Analysis and Guidelines Options
(Remote work with Zoom check-ins)

Building on the work completed in Task 1, we will develop a series of studies that will comprise the Site Analysis and Guidelines Options. As part of this work, at a minimum, we will:

- Study existing riverwalk conditions (context, systems, materials, cross sections, vegetation, infrastructure, uses, drainage, etc.)
- Gather first impressions on site and diagrams
- Prepare a Site Analysis Summary

Agency
Landscape + Planning

www.agencylp.com
1430 Mass Ave, 4th Floor
Cambridge, MA 02138

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- Review Riverfront Design Guidelines and Activity Nodes Plan as well as other relevant guidelines or planning documents from the past
- Evaluate and compare existing guidelines with built conditions
- Prepare an Existing Guidelines Review Summary
- Prepare options for updated guidelines with respect to elements including but not limited to:
    - Wayfinding
    - Lighting
    - Furnishings
    - Paving
    - Planting, including soil composition and volume
    - Utility connections placement
    - Dimensional requirements

Deliverables:

We will deliver a Site Analysis and Guidelines Options Summary in 11x17 pdf format including:

- Summary of existing guidelines, documents and related, past efforts
- Analysis drawings of current riverwalk built conditions including maps, diagrams, sections and metrics
- A summary of updated design guideline options

Task 4: Riverwalk Design Guidelines Update
(Remote work with Zoom check-ins)

Building on the work completed in Task 3, we will develop a set of recommendations that will comprise the Riverwalk Design Guidelines deliverable. As part of this work, at a minimum, we will:

- Refine design options into a single refined set of guidelines
- Conduct weekly Zoom calls with Client to present work and receive feedback
- Create an integrated final presentation outlining:
    - Design Guidelines Update, covering updated guidance related to site elements of the Riverwalk, including but not limited to:
        - Wayfinding
        - Lighting
        - Furnishings
        - Paving
        - Planting, including soil composition and volume
        - Utility connections placement
        - Dimensional requirements
    - A set of prioritized next steps for the Client to take on

Deliverables:

We will deliver updated Riverwalk Design Guidelines, formatted as an 11x17 pdf document, including:

- Illustrative plans depicting segments of the existing Riverwalk with improvement opportunities
- A typical landscape plan diagram, spatial definition, character, materials, shading, vegetation, furniture, lighting
- Recommendations shall be represented in narrative and graphic form and will be included in the resulting Guidelines document.

PROJECT SCHEDULE

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Agency proposes to complete the scope of work within a five-month period, the beginning of which will be determined in collaboration with the Client.

DESIGN TEAM CHANGES

In April 2025, the Client let Agency know that its subconsultant, Haskell, had requested the Client's permission to step away from its role as a subconsultant to Agency on the design team, to be able to pursue a future potential role as the Construction Manager at Risk (CMAR) for the Project. The Client agreed to the request, after which point Agency and Haskell mutually agreed to conclude their existing contractual relationship. This change required Agency to find new team members to cover the following pieces of scope for the Project that had previously been agreed to be provided by Haskell:

- Civil Engineering
- Permitting Support
- Local landscape architecture support
- Cost estimating

After soliciting proposals and vetting several consultants qualified to perform the scopes listed above, Agency is in the process of entering into agreements with the following selected consultants, whose proposals are attached, for the work that had been slated to be performed by Haskell:

- Civil Engineering – Sasaki
- Permitting Support – Sasaki and Four Waters Engineering
- Local landscape architecture support – Blue Leaf Design, Inc.
- Cost estimating – Dharam Consulting

ADDITIONAL SERVICES – ADDITIONAL SURVEY

Agency discovered that the existing survey for the site was missing numerous pieces of information required for completion of 100% documents, and solicited a proposal from existing team member England-Thims & Miller, Inc.

COMPENSATION

Agency will provide the Riverwalk Guidelines additional services described above on a fixed fee basis in the amount of $74,000 (seventy-four thousand dollars). This will be billed monthly based on the percent completion of the project tasks as follows:

Task 1: Riverwalk Map	$5,000
Task 2: Kick-off	$15,000
Task 3: Site Analysis and Review of Existing Guidelines	$20,000
Task 4: Riverwalk Design Guidelines Development	$40,000
Net Change in Fee with Additional Survey & Team Change	-$6,000

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AGREEMENT

This Amendment is entered into as of the day and year first written above.

Agency Landscape + Planning, LLC	City of Jacksonville
_____	_____
Gina Ford, Principal	Jill Enz, Chief of Natural and Marine Resources

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Exhibit H

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

PART I - GENERAL

1. Project SHIPYARDS WEST - ADDITIONAL KIDS KAMPUS REPLACEMENT PARK CIP SCOPE SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	**2 Proposal No. / Contract No.**
3. Name of Consultant or Subconsultant: Agency Landscape + Planning	**4 Date of Proposal** 8/13/2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$90.00	48	$ 4,320.00	
Director & Project Manager	$70.00	80	$ 5,600.00	
L3 - Senior Landscape Architect	$50.00	160	$ 8,000.00	
L1 - Landscape Designer	$35.00	310	$ 10,850.00	
Administrative	$25.00	12.83	$ 320.75	
TOTAL DIRECT LABOR	$47.62	610.83		$29,091
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		150 % x Total Direct Labor		$43,636
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$72,727**
8. PROFIT: Labor Related Costs (Item 7)			x **10%**	$7,273

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimbursable/Not to Exceed)		
Reimbursable Expenses (standard)	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0
10. SUBCONSULTANTS (Lump Sum)		
Design Consultants		
Civil (Haskell)	$ -466,904	
Landscape Architecture (Haskell)	$ -242,425	
Cost Estimating (Haskell)	$ -50,663	
Irrigation (Blue Leaf)	$ -21,000	
Civil (Sasaki)	$ 425,938	
Additional Civil, Sanitary & Water (Four Waters)	$ 35,000	
Landscape Architecture & Irrigation (Blue Leaf)	$ 208,656	
Cost Estimating (Dharam)	$ 58,036	
Other Consultants		
Survey (ETM)	$ 47,362	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		-$6,000
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$74,000**
12. TOTAL PRIOR CONTRACT AMOUNT	$7,634,711
TOTAL AMENDED CONTRACT AMOUNT	$7,708,711

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

SASAKI

May 15, 2025

Ms. Susannah Ross
Agency Landscape + Planning, LLC
1430 Massachusetts Ave
4th Floor
Cambridge, MA 02138

Re: Shipyards West Park

EXHIBIT A

Sasaki Project Number: 250137.96

Dear Susannah,

Sasaki Associates, Inc. (Sasaki) is pleased to submit this proposal to Agency Landscape + Planning (Agency, Client) for civil engineering services for Shipyards West Park in Jacksonville, Florida. We understand the project is partially through the design process and the Sasaki team will refine and advance the engineering concepts provided by others to date.

The site is bounded by East Bay Street to the north, Catherine Street to the west, St. Johns River to the south, and Hogan's Creek and a CRA parcel to the east. The project includes a new events pavilion, exhibition space, event lawn, play hill, beach, three recreation room spaces, riverwalk, and a pier and boardwalk.

The Services to be performed by Sasaki civil engineering are outlined below. However, if requested these services may be adjusted (considering the impacts to fee and schedule) during the design process to best meet the needs of the client team.

This is a complex project. Although the site is owned by the City, it is encumbered by a Florida Recreation Development Assistance Program Grant that requires coordination with the Division of Land and Recreation of the Florida Department of Environmental Protection. The site is also subject to a Brownfields Site Rehabilitation Agreement and will need to be remediated, most likely by the addition of at least two feet of clean soil to the site and related removal of subsurface contamination. This will also require coordination with the Division of Waste Management of the FDEP. Furthermore, the Site is abutting the St. Johns River that poses flood and stormwater challenges and will require coordination with the City's Chief Resiliency Officer to address these issues.

We understand that the pervious civil engineer for the project, Haskell will be stepping away from their civil engineering role on the project. We anticipate working with Agency and

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Haskell to transition the previous civil documents, including previous CAD drawings, specifications, and calculations.

We understand that the 100% drawings are due by the end of the year.

Project Leadership: The team at Sasaki will consist of Zachary Chrisco, PE, Hon. ASLA who will be the principal-in-charge and stamping professional for Sasaki's work plus Agency's plans. Steve Engler, PE will be Sasaki's project manager. We anticipate onboarding civil support staff as necessary to meet project demands.

1.0 SCOPE OF SERVICES

We have reviewed the scope outlined in your email on April 25th, 2025 and supplemented in emails on April 26, 2025 and May 9, 2025. We are prepared to deliver the drawings, specifications, and permits as outlined. To supplement Sasaki's services, we will partner with Four Waters Engineering who will act as a local permitting liaison. All drawings, calculations, and reports will be performed and stamped by Sasaki. Given the nature of the proposed schedule, Four Waters will guide the regulatory process, provide quality control of submission materials, and submit to each agency. Four Waters will be contracted directly to the Client.

Soil management will be provided by the environmental engineer, Mechling. Sasaki will document the contaminated soil and groundwater areas and soil and groundwater quality site plans for reference to be supplemented by the Soil Management Plan from Mechling. Sasaki is not an environmental engineer and will provide the drawings for coordination purposes. Any environmental questions shall be addressed to Mechling.

Sasaki will rely on Rico Associates to prepare civil construction specifications, other than the utility specifications to be covered by Four Waters. We anticipate these specifications will include stormwater, earthwork, and site preparation. We understand that Agency will reach out to Rico Associates to add these specifications to their scope and amend their contract to include these specifications. Sasaki will provide guidance to Rico Associates for these specifications.

TASK 1 – 15%-100% DRAWINGS FOR PARK SUPPORT BUILDING, PIER 3 AND BOARDWALK (APPROX. 20 WEEKS)

- Coordination with Agency/WXY to create layout and drainage plans for the Park Support Building and its associated parking, landscaping, grading, drainage, water/fire/sewer requirements/points of connections (POC's), mechanical/electrical equipment pad locations, and revised dumpster/s pad locations.

- Coordination with Agency/Moffatt & Nichol to create layout plan for Pier #3 and Boardwalk with its landside POC. All over water work will be done by Moffatt and Nichol.

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- Project management and coordination with outside Civil Utilities designer, Four Waters Engineering
- Deliverables:
    - Draft 30% Design Submittal & Comment/Revisions
    - Final 30% Design Submittal & Comment/Revisions
    - Draft 60% Design Submittal & Comment/Revisions
    - Final 60% Design Submittal & Comment/Revisions
    - Draft 90% Design Submittal & Comment/Revisions
    - Final 90% Design Submittal & Comment/Revisions
    - Draft 100% Design Submittal & Comment/Revisions
    - Final 100% Design Submittal & Comment/Revisions

TASK 2 - 60%-100% DRAWINGS FOR PARK (APPROX. 12 WEEKS)

- Shipyards West Park 60% Design Documents dated May 3, 2024 will be the basis for design to 100% Design Documents.
- Civil Design Documents to include existing conditions (stamped by others), demolition plans, geometry plans, drainage plans, erosion & sediment control plans, pre-development plan, post-development plan, drainage profiles, geometry details, drainage details, maintenance of traffic details, and erosion & sediment control details.
- Project management and coordination with outside Civil Utilities designer, Four Waters Engineering
- Deliverables
    - Draft 60% Design Submittal & Comment/Revisions
    - Final 60% Design Submittal & Comment/Revisions
    - Draft 90% Design Submittal & Comment/Revisions
    - Final 90% Design Submittal & Comment/Revisions
    - Draft 100% Design Submittal & Comment/Revisions
    - Final 100% Design Submittal & Comment/Revisions

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TASK 3 - PERMITTING (APPROX. 12 WEEKS)

- The 100% Design (90%) Civil submittal plans will be used for permitting submittals for
    - Downtown Development Review Board (DDRB) – Sasaki will provide plan graphics for inclusion into the DDRB Final Design Package Submittal. Sasaki will also provide support for client/public presentations with Agency as the lead.
    - St. Johns River Water Management District (SJRWMD) Letter Modification
    - City of Jacksonville 10-Set Review
    - Coordination with outside Civil Utilities designer, Four Waters Engineering who will provide permitting services for JEA On-Site Water/Sewer
- FDEP Brownfield and FRDAP permitting will be by others.
- ACOE/FDEP 404 permitting will be by others.
- COJ Wastewater Pre-Treatment permitting will be by others.
- COJ EQD permitting will not be required.
- FEMA permitting will not be required.
- Deliverables:
    - Permitting & Regulatory Approvals – All Design Scopes
    - Permit Approval – All Design Scopes

Stamping

- Sasaki will stamp the drawings prepared by Agency after technical quality control reviews performed by both firms. Planting and irrigation sheets will be stamped by others. Structural engineering will be performed by others.

EXCLUSIONS

- 3D Views and Diagrams
- Geotechnical investigation or analysis including recommendations for pavement sections and site structures, such as footings and retaining walls will be provided by others.

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- Soil management services will be provided by others and any special requirements for handling surface water, groundwater, or soils during construction will be specified by others.
- One package will be provided for all permitting (not multiple packages)
- Providing non-technical specifications or front-end documents required for the project.
- Survey or Subsurface Utility Engineering (SUE) work.
- Underwater and subsurface investigation and testing.
- Bidding assistance services
- Construction administration services
- Structural engineering for the proposed building, including building pad details will be provided by others.
- Engineering of Pier #3 and Boardwalk by Moffat & Nichol
- Deviation of design review standards for DDRB review.
- Public hearings (not anticipated)
- Cost estimating will be provided by others

2.0 COMPENSATION

We understand the fee for this scope of work, including our engagement of Four Waters and Rico Associates, is $466,903. The project is to be delivered to 100% Design by the end of this year. Sasaki accepts these conditions.

Sasaki has broken our anticipated effort for each of the tasks above into individual fee limits per task as noted in the Compensation Table below. These limits have been calculated based upon our experience with prior projects. Sasaki anticipates the overlapping schedules of the tasks above – with multiple tasks running concurrently – will require the approximate number of hours per week during the design phase of the project:

Title	Rate	Average Hrs/Week
Principal	$425	8
Project Manager	$250	20
Civil Staff - Support	$145	36

TRIPS

Sasaki will visit the site every other month for a total of four (4) visits. We anticipate that each site visit will be two (2) days and include two (2) people.

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SASAKI

LABOR FEES

Based on the approved schedule and our anticipated weekly effort noted above, the compensation for the Additional Service request as outlined in this Amendment totals $425,903 (Four Hundred Twenty Five Thousand, Nine Hundred and Three Dollars). The project will be billed on a fixed fee basis. This fee shall be divided amongst the Agreement Tasks outlined in the table below.

Task No.	Task Name	Additional Fee
1	15%-100% Drawings for Park Support Building , Pier 3 and Boardwalk	$ 197,951.50
2	60%-100% Drawings for Park	$ 177,951.50
3	Permitting	$ 50,000
	Total	**$ 425,903**

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the fees above.

INVOICING

Sasaki shall submit invoices to the client monthly based on a percentage of progress made.

Sasaki looks forward to continuing our partnership on this exciting project!

Sincerely,

Zachary Chrisco, PE
Principal

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SASAKI

Agreed and Accepted

Intending to be legally bound hereby, the parties have executed this Agreement as of the Effective Date written above.

Authorized signature for: Date

Agency Landscape + Planning, LLC

Authorized signature for: Date

Sasaki Associates, Inc.

cc: Nancy Freedman, contracts@sasaki.com

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Exhibit H

Exhibit B

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

PART I - GENERAL

1. Project Shipyards West Park 60% to 100% Civil Engineering	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Sasaki	**4. Date of Proposal** May 15, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 118.06	300	$ 35,416.67	
Project Manager	$ 69.44	600	$ 41,666.67	
Design Engineer	$ 55.56	700	$ 38,888.89	
Designer or Technician	$ 34.72	800	$ 27,777.78	
Intern	$ 27.78	270	$ 7,500.00	
TOTAL DIRECT LABOR	$ 56.65	2670		$ 151,250.01
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**150** % x Total Direct Labor		$ 226,875.02
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 378,125.03**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 37,812.50

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 425,937.53**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

blueleaf

Office: (904) 517-1225
www.blueleaflandscape.com
Landscape Architecture | Planning | Consultation

Agency Landscape + Planning
91 Harvey St Suite 2
Cambridge, MA 02140

5/29/2025

Proposal for Support Landscape Architecture & Irrigation Design Services
RE: Shipyards Park West -Jacksonville, Florida

Introduction

Blue Leaf Design will complete the planting and irrigation design through permitting and construction documents of the Shipyards Park West as conceptualized by Agency Landscape + Planning. Blue Leaf will maintain coordination with and accept oversight by Agency to maintain consistency with their vision. All elements described herein will be performed by Blue Leaf Design with support from contracted consultants.

Agency Landscape + Planning will facilitate Blue Leaf Design's coordination with all team members throughout the project and invite Blue Leaf to all meetings related to landscape design and plantings.

Task #1 -Design Development (Exhibition Space, Pier 3, and Boardwalk 15% - 100%)

1) Plant Programming:
    a. Specialty Areas: bio-swales, water tolerance, slopes, poor load-bearing capacity, roof plantings, etc.
    b. Performance Expectations: foot traffic, sound buffering, visibility & screening, color, maintenance types, etc.
    c. Resiliency Expectations
2) Planting Schematics, including preliminary genus/species lists for approval.
3) Plant & Soil Strategy: Create soil details and specifications for each area*, finalize corresponding plant lists, and outline anticipated management. * Roof plantings will have proprietary soil mix by others.
4) Produce permit-ready tree mitigation and final planting & irrigation design, details, and specs using Agency standards.

Task #2: Design Development (CIP 60% - 100% Permit Documents)

1) Plant Programming:
    - Specialty Areas, ie. bio-swales, water tolerant locations, slope stabilization, etc.
    - Performance Expectations: foot traffic, sound, screening, color, low-maintenance, etc.
    - Resiliency Expectations

    *To include one in-person meeting at Agency's office.
2) Planting Schematics including preliminary genus/species lists for approval.
3) Plant & Soil Strategy: create soil details & specifications for each area, finalize corresponding plant lists, and outline anticipated management.

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4) Jacksonville Tree Commission application/presentation for use of mitigation funds if requested.
5) Consultation with local soils expert, environmental scientist and arborist as needed.
6) Produce permit-ready tree mitigation and final planting & irrigation design, details, and specs using Agency standards.

Task #3: Presentation & Permitting

1) Blue leaf to provide Agency with plan graphics for presentation to DDRB as part of the Final Design Package submittal.
2) Public presentations support with Agency as lead.
3) Electronically sign and seal all documents as required for permit submissions by others.
4) Respond to comments through approval. Note: Major adaptations due to other discipline changes may create additional scope contract.

Task #4: Closeout Documentation

1) Management Plan.

General Notes:

1) Blue Leaf will provide assistance with cost estimating, as needed.
2) Agency standards will be used for all documentation.
3) Blue Leaf Design shares ownership with Agency of all work created under this agreement.

Assumptions:

1) Schedule 60% - 100% (six-month minimum design-documentation phase).
    a. 75% Submittal & Comment/Revisions
    b. 90% Submittal & Comment/Revisions
    c. 100% Submittal & Comments/Revisions
    d. Final Design Submittal
2) One permit package for all scopes.
3) Completion by the end of 2025 or early 2026.

Exclusions:

1) Design Services:
    a. Substantial design deviations from the City of Jacksonville are not included and will be completed as additional services.
    b. Hardscape or paving plans or detailing of such items,
    c. Design of Sunshades, Site Walls, stairs or any other elements requiring Structural or delegated design review.
    d. Site Power/Lighting and Audio plans
    e. Structural Engineering

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   f. Mechanical Engineering
   g. Electrical Engineering
   h. Architectural services
   i. 3D Renderings or modeling (Site-wide).

2) Tree-tagging for proposed landscape materials.
3) Testing and Remediation of any existing soils.
4) Select Permitting Support Services
5) DDRB – Streetscape plan including the breakdown of the pedestrian zone detailing the pedestrian clear area, frontage, and the amenity area.
6) FDEP Brownfield
7) FRDAP
8) Deviation of design review standards for DDRB review.
9) Any site or building sections & elevations for DDRB review.
10) Public hearings (not anticipated)
11) Permitting Fees: all permitting costs & fees are to be paid by the Owner. Electronically sign and seal all documents as required for permit submissions by others.
12) Pre-construction services.
13) Construction Administration.

Reimbursables:

Reimbursable Expenses - for travel, meals, parking, reprographics, postage, etc. will be in addition to this fee estimate, and not greater than the 2.5% contract value, as permitted by the COJ Prime Agreement.

Fee Summary:

See the included City of Jacksonville Engineering Rate and Fee Form.

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Exhibit H

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

PART I - GENERAL

1. Project Shipyards West 60% - 100%	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant or Subconsultant: Blue Leaf Design, Inc.	**4. Date of Proposal** May 16, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$ 65.00	625	$ 40,625.00	
CAD technician	$ 25.00	450	$ 11,250.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 48.26	1075		$ 51,875.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**150** % x Total Direct Labor		$ 77,812.50
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 129,687.50**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 12,968.75

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Irrigation	$ 11000	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 11,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Arborist	$ 25000	
- Soil Science	$ 15000	
- Environmental	$ 15000	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ 55,000.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 208,656.25**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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Exhibit H

DHARAM
CONSULTING

July 10, 2025

Susannah Ross, ASLA
Director, Landscape Architect
Agency Landscape + Planning

RE: Jacksonville Shipyards West Park CD Estimate

Dear Susannah,

Thank you for inviting us to submit a fee proposal for the above project. We are very keen to be a part of this opportunity and look forward to producing a successful project moving forward.

Please see the following lump sum fee and breakdown provided for: Jacksonville Shipyards West Park CD Estimate

Base Estimating Total:	**$58,000**
Task 1 – CD Cost Estimate	
Provide CD level estimate	$50,000
** Proposal assumes max (300) sheets in CD set	
** Proposal assumes some level of estimate breakouts will be required (sitework, bulkhead work, buildings, shade structures)	
Review calls w/ design team and estimate revisions as required	$5,000
Meetings in person	Not Incl.
Reconciliation with 3rd Party Estimate – remote assumed	$3,000

<u>ADD ALT</u>

Value Engineering Support (NTE Value, Senior Associate $195/hr x 40 hrs)	$7,800

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Note: The information provided within the estimates is assumed to be consistent with the level of design information issued, we assume at this stage that the cost estimate output would be consistent of that shown at schematic design stage.

Base Cost management as outlined below– Period / Dates to be agreed:

Our services will generally include the following;

- No meetings or reconciliation discussions are included in the base fee provided unless specifically stated. If these are required at any stage they will be billed for hourly at the rates stated below.
- Fully detailed estimates which are commensurate with the level of detail provided in the drawings and specifications. Where design information is incomplete or options are still in play we will work with the design team to agree on budget allowances or provide additional detail and include this in the estimate to ensure that the total cost of construction is reflected in our published cost estimates. Documents will be in Uni-Format and at later phases in CSI summary if required.
- Commentary on pricing levels within our estimate related to 'target allowances' and to the corresponding confidence levels of achieving those budgets (Good, Moderate, or Low) to inform recommended levels of design contingency and residual risk.
- Solicited pricing from appropriate local vendors if appropriate.
- We will review information from surveys and reports, perform site inspections as needed to understand the conditions, and research comparable pricing of local and similar national projects.
- An estimate format will be reviewed with the team and agreed upon prior to its development. We will provide two (2) revisions to the estimate as needed for corrections or clarification.
- If traveling to meetings is required at any stage, expenses will be billed at cost.

We assume we will be provided with electronic copies of all relevant documentation together with 3D models and up to two hard copy half size sets if we request them at no extra cost.

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Any other services required will be billed at our standard charge out rates which are typically;

Director/Associate Director	$245/hr.
Senior Associate	$195/hr.
Associate	$175/hr.
Senior Consultant	$150/hr.
Consultant	$135/hr.

This fee proposal is valid for 30 days. Our work output will be issued electronically in typical standard word, excel or PDF based documents.

Should this proposal be acceptable we will require written permission to proceed prior to any work being carried out prior to a formal contract document being issued.

Should you require references from our current or past clients we can provide those upon request.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely

Joseph DeMelis
Director

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

ABOUT THE PROJECT

Cost management as outlined below– Period / Dates to be agreed:

Tasks – As noted above

PROJECT: Jacksonville Shipyards West Park CD Estimate

RE: PROPOSAL TO PROVIDE Cost Management and Estimating Services – As outlined above

SUBMITTED this 10th day of July 2025.

BY: Joseph DeMelis for Dharam Consulting

The Proposal dated July 10, 2025, attached here to and the Dharam Consulting LLC. Terms and Conditions comprise the entire agreement between Dharam Consulting LLC and The Client.

ACCEPTED this _____ day of _____, 2025

BY:

(Authorized Representative's Signature on Behalf of The CLIENT)

NAME: (Print or Type)

TITLE: (Print or Type)

FOR:
Susannah Ross, ASLA
Director, Landscape Architect
Agency Landscape + Planning

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

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

PART I - GENERAL

1. Project Shipyards West	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Dharam Consulting	**4. Date of Proposal** July 10, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Director	$ 87.00	24	$ 2,088.00	
Senior Associate	$ 79.00	56	$ 4,424.00	
Consultant	$ 57.00	256	$ 14,592.00	
TOTAL DIRECT LABOR	$ 62.81	336		$ 21,104.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**150** % x Total Direct Labor			$ 31,656.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 52,760.00**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 5,276.00

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 58,036.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

FOUR WATERS ENGINEERING, INC.
324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

June 27, 2025
Sent Electronically

Susannah Ross
Director, Landscape Architect
Agency Landscape + Planning
Cambridge, MA 02140

Re: Proposal for Professional Engineering Services
Shipyards West Park – COJ Site Development and SJRWMD Permit Assistance

Dear Ms. Ross:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to Agency Landscape + Planning (Agency) for permitting assistance services related to the sitework design for the proposed Shipyards West Park in Jacksonville, Florida. Our understanding of the project is generally based on a scoping meeting with Sasaki Design with Zachary Chrisco and Steve Engler and also Susannah Ross email correspondence on June 2, 2025.

Scope of Services

4Waters will provide the following scope of services for assistance with the City of Jacksonville (COJ) Site Development Permit and the St. Johns River Water Management District (SJRWMD) Environmental Resoruce Permit (ERP).

Task 3.4: COJ Site Development Permit and SJRWMD ERP

4Waters will provide assistance to Sasaki Design for the COJ Site Development Permit and the SJRWMD ERP (for stormwater) for the Shipyards West Park Project. Sasaki Design will provide all necessary documentation for each submittal including but not limited to design drawings, drainage report and calculations, property information, and permit application requested quantities. The permit assistance does not include wetland permitting with SJRMWD or United States Army Corps, of Engineers (USACE). 4Waters will prepare and submit the permit applications with the required documents provided by Sasaki Design. 4Waters will provide responses for up to two request for additional information (RAIs) for each permit. 4Waters will conduct a quality control review of Sasaki's sitework design with the intent of receiving permit approval.

4Waters has made Sasaki aware of the new state stormwater treatment criteria rule change that goes into effect December 28, 2025. If a permit is not received (in hand) by December 28, 2025, then the new stormwater treatment criteria will be required. The new rule is more stringent than the current rule. If Sasaki would like to use the current treatment rules, it is recommended that the SJRWMD permit package be submitted as soon as possible to allow review time, RAIs, and issuance of the ERP.

This proposal does not include permit fees and shall be paid by owner or client.

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Schedule
4Waters understands time is of the essence for this project and will provide the resources necessary to adhere to the schedule established by the project team.

Professional Service Fees
We appreciate this opportunity to be a part of the Shipyards West Park project and work with Agency. The proposed lump sum fee to complete the noted scope of work outlined above is $35,000.00.

If you have any questions, please contact me at mklink@4weng.com or (904) 414-2400 Ext. 54.

Regards,
Four Waters Engineering, Inc.

Michael Klink, PE
Principal Engineer

Attachment: N/A

CC: Angela Bryan, PE, 4Waters President

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

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

PART I - GENERAL

1. Project Shipyard West Public Park Design - Phase II COJ Site Development and SJRWMD Permit Assistance	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: Four Waters Engineering	**4. Date of Proposal** June 27, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager/EOR	$ 70.91	28	$ 1,985.48	
Senior Engineer	$ 60.00	60	$ 3,600.00	
Design Engineer	$ 52.73	100	$ 5,272.62	
CAD Drafting	$ 40.00	16	$ 640.00	
Administrative	$ 30.92	10	$ 309.17	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
TOTAL DIRECT LABOR	$ 55.17	214		$ 11,807.27

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	**150** % x Total Direct Labor	$ 17,710.91
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 29,518.18**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 2,951.82

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing *(Reimbursible)*	$ 1,000.00	
Transportation & Shipping *(Reimbursible)*	$ 1,530.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 2,530.00
10. SUBCONSULTANTS (Lump Sum)		
	$	
	$ 0	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
N/A	$ 0	
	$ 0	
	$ 0	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 35,000.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

ETM ENGLAND-THIMS & MILLER

Revised August 11, 2025 /
July 10, 2025

Agency Landscape & Planning
Gina Ford
91 Harvey Street
Suite 2
Cambridge, Massachusetts 02140
United States
617.512.8702
gina@agencylp.com

RE: Shipyards West Topographic Survey & SUE Services
Project No: S0022.44002

Dear Gina Ford,

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

Task 1 - Update Existing Topographic Survey

ETM-SMI will update our existing Topographic Survey to add specific items requested by the client: Catherine Street improvements, ramps from the bulkhead onto the USS Orleck and Pier 1, new bus stop shelter on Bay Street, all improvements/features inside JEA repump station area, verify all storm and sanitary drainage along Bay Street and add any new structures (additional costs for Maintenance of Traffic are included for this task), locate all trees on site, locate all monitoring wells on site, locate contaminated soils on site, and add SUE underground utiltity designates and VVH testhole information. The surveyed data will be referenced to published horizontal and vertical datums. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. The deliverables will consist of digital data files of the survey suitable for civil engineering design with a finalized map of survey to follow soon thereafter.

Task 2 - Subsurface Utility Services

Provide subsurface utility engineering services for the project site described above. This scope of services includes designating utilities within the right of ways of the existing Bay Street East and Catherine Street, and within the JEA repump station area, as depicted on attached graphic “Exhibit B”. Through our initial design ticket through Sunshine#811, we have found approximately thirteen (13) utility owners within our project vicinity utilities to be designated. This scope of services does not include designating gravity sewer or drainage. In addition, this scope includes up to ten (10) utility test holes as directed by the engineer of record for obtaining confirmation of various subsurface utility types and depths (to top of service or pipe) sufficient for engineering design purposes. This scope of services does not include providing subsurface excavation within active roadways. If needed this will require additional services, including costs for Maintenance of Traffic and/or county permits. The underground utility test holes, and utility designation will be horizontally located, and elevations will not be provided. The surveyed locations will be incorporated into a cad file for use in engineering design.

Task 2A - Utility Designator

Provide field verification of existing utilities. Utility designating team will mark underground utilities by using EM locators and GPR. Once marked in the field, the team will review with existing documents provided by utility owners.

Task 2B - (10) Test Holes (Hard Cover) ($625 per Hole)**

Task 2C - SUE Technician

Technician to request utility information from appropriate utility owners. Review available information and provide quality control on designated utilities. Once reviewed, technician will create utility designation final maps for client delivery.

Lump Sum Fee _____ ***$47,362.25***

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

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of four test holes being required. A mobilization fee of $400 will be charged if the minimum of ten (10) test holes are not authorized.**

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

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

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

EXPENSES

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

ITEMS NOT INCLUDED

The exclusions below are listed primarily to define the scope of this project. Should any of these services be required, we will be pleased to provide you with a quotation to perform them.

- Aerial Topographic
- Alta/NSPS
- As-Built Survey
- Boundary Survey
- Construction Layout
- County Plat Review
- Document Processing for Recordation
- Jurisdictional Wetlands
- Jurisdictional Wetlands Survey
- Mean High Water Line Survey
- Plat Preparation
- Plat Processing for Recordation
- Protected Tree Survey
- Route Survey
- Sketch and Legal Description
- Staking
- Tree Survey

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

If you should have any questions or require additional information, please contact Cliff Colyer III, P.S.M. at 904.376.6355 or by email at ColyerC@etmsurvey.com. Thank you for this opportunity to be of service.

Sincerely,

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

ETM Surveying & Mapping, Inc.(ETM-SMI)	**Agency Landscape & Planning**
By:	**Billing Contact:**
(Signature)	**Billing Email:**
Name: Barry Scott	**Billing Address:**
(Printed Name)	**Billing Phone #:**
Title: VP of Survey Operations	

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Date:

By:

(Signature)

Name:

(Printed Name)

Title:

Attachments:
A) General Conditions

B) Exhibit A

ATTACHMENT A

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

V. PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM-SMI will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM-SMI harmless from any losses or liabilities resulting from such permitting or regulatory action.

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

ETM-SMI by training and experience, does not possess the expertise to assess the effects of climate change or extreme climate events not addressed by current codes and standards on the Project and assumes no responsibility beyond the Standard of Care defined above.

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

VII. OWNERSHIP OF DOCUMENTS -All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM-SMI as instruments of service pursuant to this Agreement, shall be the sole property of ETM-SMI. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM-SMI pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM-SMI. The Client shall indemnify and defend ETM-SMI from all claims, damages, and expenses, including attorneys' fees and costs for any unauthorized use of ETM-SMI's documents.

VIII. SAFETY- To the extent ETM-SMI provides periodic observations or monitoring services on the Project under this Agreement, Client agrees contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM-SMI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

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

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

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

To the extent "Full-time Inspections" are required by ETM-SMI under this Agreement, an employee of ETM-SMI has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

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

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

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

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

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

XII. THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM-SMI.

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

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

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

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

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

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

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

XVII. LIMITATION OF LIABILITY- To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability of ETM-SMI and its officers, directors, partners, employees, agents and sub-consultants, to the Client or anyone claiming by, through or under the Client, any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to: negligence; violation of the Standard of Care; strict liability; breach of contract; breach of warranty, express or implied; or violation of building code shall not exceed the total compensation received by ETM-SMI under this Agreement, or the total amount of $50,000.00, whichever is less.

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

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

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

XIX. INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM-SMI and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Terms, fees, and conditions are valid for forty-five (45) days from the date of the attached proposal.

XX. SEVERABILIIYAND SURVIVAL: If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

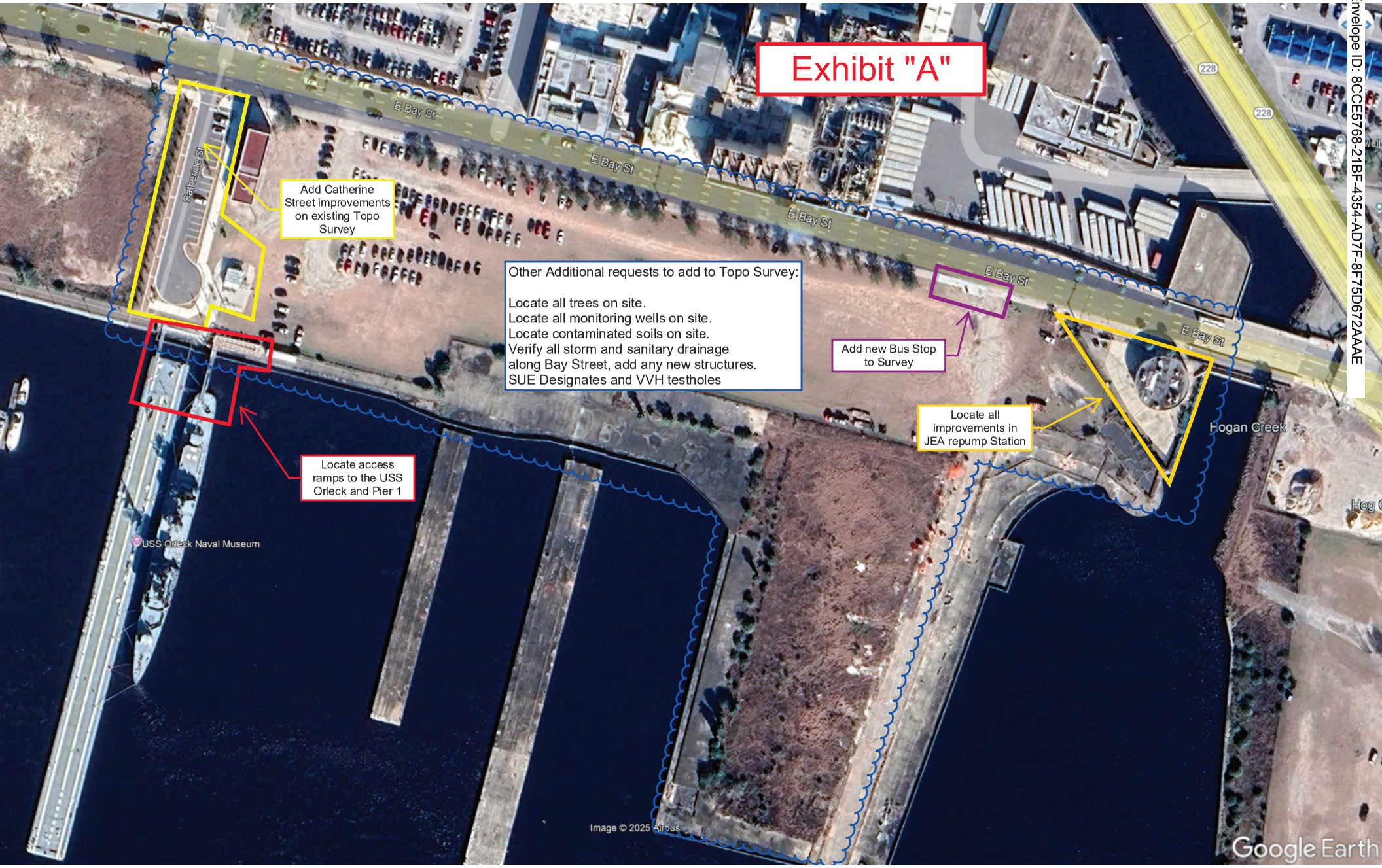

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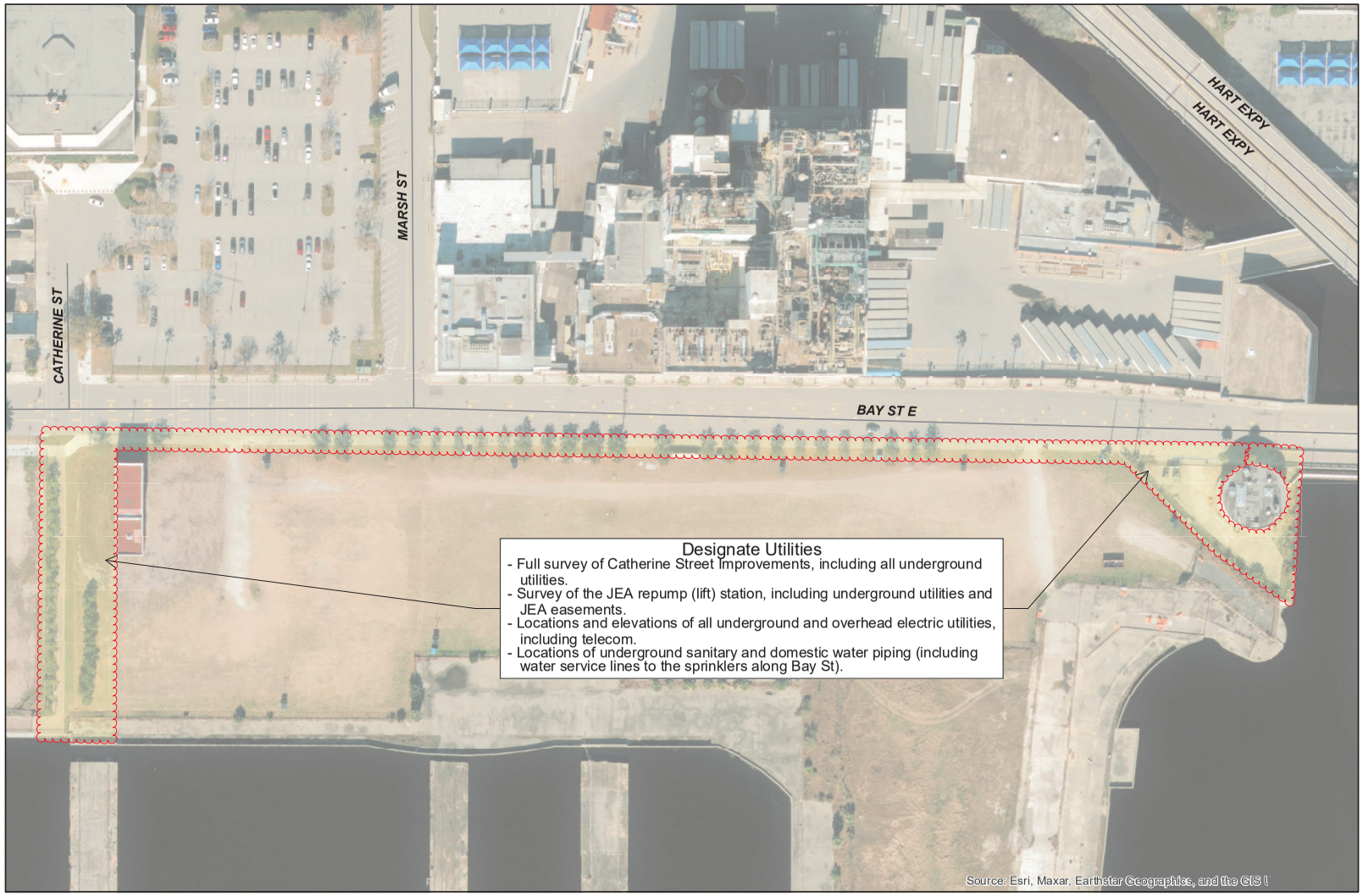
Exhibit H



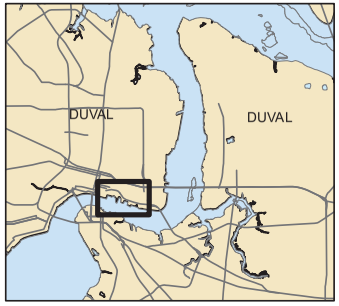


EXHIBIT B

Service Area	Utility Type(s)
A T & T/ DISTRIBUTION SBF02	TELEPHONE
CITY OF JACKSONVILLE TRAFFIC CJT787	CONDUIT, TRAFFIC SIGNALS
COMCAST CABLE COMMUNICATIONS AC1095	CATV
HARGRAY OF FLORIDA DBA CLEARWAVE FIBER CF2485	FIBER, TELEPHONE
HARGRAY OF FLORIDA, INC HF2298	FIBER
JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC JEA	ELECTRIC
JACKSONVILLE ELECTRIC AUTHORITY FIBER JE1583	FIBER
JACKSONVILLE ELECTRIC AUTHORITY SEWER JE1359	SEWER
JACKSONVILLE ELECTRIC AUTHORITY WATER JEA773	WATER
LUMEN L3C900	FIBER
MCI MCIU01	COMMUNICATION LINES, FIBER
TECO PEOPLES GAS JACKSONVILLE PGSJAX	GAS
UNITI FIBER LLC SL2333	FIBER

0 30 60 120 180 240 Feet

ETM SURVEYING & MAPPING — Trusted Advisors, Creating Community.

SHIPYARD WEST

N E S W

Sheet No. 1 of 3

Utility Location Map

Drawn By: David Ashley

Checked by:

Date: 7/8/2025

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

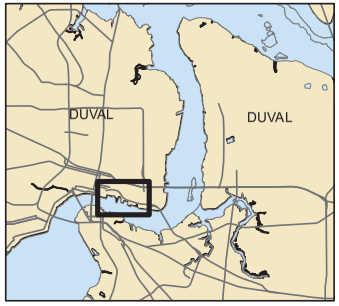


EXHIBIT B

Service Area	Utility Type(s)
A T & T/ DISTRIBUTION SBF02	TELEPHONE
CITY OF JACKSONVILLE TRAFFIC CJT787	CONDUIT, TRAFFIC SIGNALS
COMCAST CABLE COMMUNICATIONS AC1095	CATV
HARGRAY OF FLORIDA DBA CLEARWAVE FIBER CF2485	FIBER, TELEPHONE
HARGRAY OF FLORIDA, INC HF2298	FIBER
JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC JEA	ELECTRIC
JACKSONVILLE ELECTRIC AUTHORITY FIBER JE1583	FIBER
JACKSONVILLE ELECTRIC AUTHORITY SEWER JE1359	SEWER
JACKSONVILLE ELECTRIC AUTHORITY WATER JEA773	WATER
LUMEN L3C900	FIBER
MCI MCIU01	COMMUNICATION LINES, FIBER
TECO PEOPLES GAS JACKSONVILLE PGSJAX	GAS
UNITI FIBER LLC SL2333	FIBER

0 5 10 20 30 40
Feet

ETM SURVEYING & MAPPING
Trusted Advisors, Creating Community.

SHIPYARD WEST

Sheet No. 2 of 3

Utility Location Map

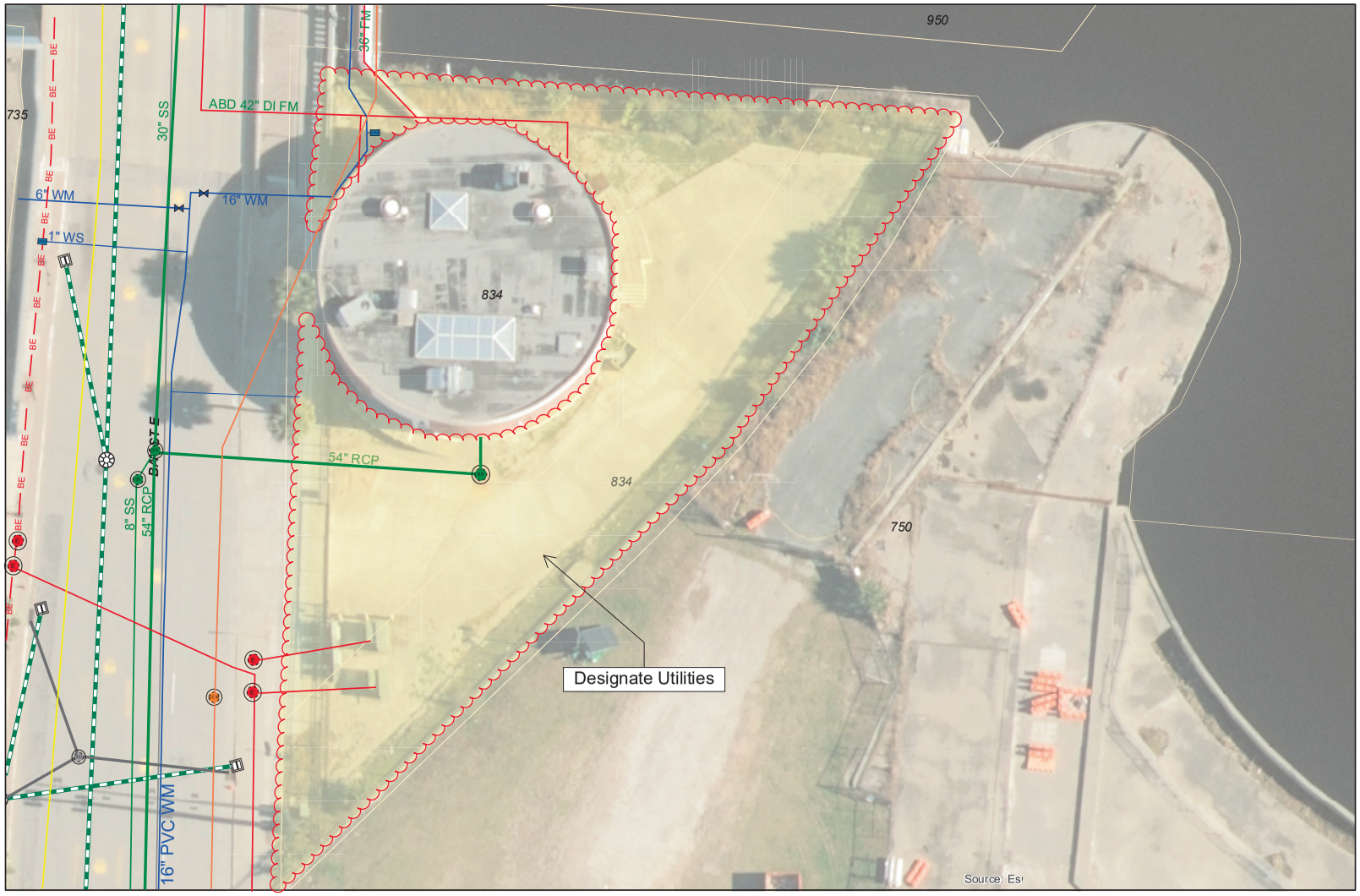
Drawn By: David Ashley

Checked by:

Date: 7/8/2025

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H



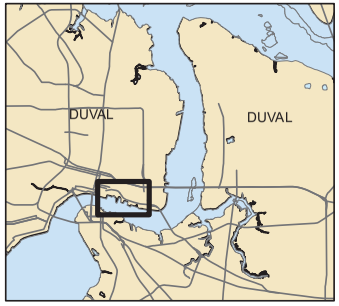


EXHIBIT B

Service Area	Utility Type(s)
A T & T/ DISTRIBUTION SBF02	TELEPHONE
CITY OF JACKSONVILLE TRAFFIC CJT787	CONDUIT, TRAFFIC SIGNALS
COMCAST CABLE COMMUNICATIONS AC1095	CATV
HARGRAY OF FLORIDA DBA CLEARWAVE FIBER CF2485	FIBER, TELEPHONE
HARGRAY OF FLORIDA, INC HF2298	FIBER
JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC JEA	ELECTRIC
JACKSONVILLE ELECTRIC AUTHORITY FIBER JE1583	FIBER
JACKSONVILLE ELECTRIC AUTHORITY SEWER JE1359	SEWER
JACKSONVILLE ELECTRIC AUTHORITY WATER JEA773	WATER
LUMEN L3C900	FIBER
MCI MCIU01	COMMUNICATION LINES, FIBER
TECO PEOPLES GAS JACKSONVILLE PGSJAX	GAS
UNITI FIBER LLC SL2333	FIBER

0 5 10 20 30 40 Feet

ETM SURVEYING & MAPPING | Trusted Advisors, Creating Community.

SHIPYARD WEST
JEA LIFTSTATION - 834 BAY ST E

Sheet No. 3 of 3

Utility Location Map

Drawn By: David Ashley

Checked by:

Date: 7/8/2025

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit H

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

PART I - GENERAL

1. Project Shipyards West - Supplemental Topo / SUE	**2. Proposal No. / Contract No.** TBD
3. Name of Consultant orSubconsultant: ETM Surveying & Mapping, Inc.	**4. Date of Proposal** August 11, 2025

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal / Project Manager	$ 79.08	8	$ 632.64	
Surveyor	$ 50.88	12	$ 610.56	
Crew Chief	$ 29.06	70	$ 2,034.20	
Instrument Operator	$ 23.09	70	$ 1,616.30	
Field Assistant Technician	$ 18.94	70	$ 1,325.80	
Technician	$ 43.46	40	$ 1,738.40	
Drafter Or CADD Operator	$ 28.82	50.0	$ 1,441.00	
Admin/Clerical	$ 25.00	2	$ 50.00	
SR Utility Coordinator	$ 46.48	8	$ 371.84	
SUE Analyst	$ 23.67	20	$ 473.40	
SUE Crew Chief	$ 39.09	80	$ 3,127.20	
SUE Instrument Technician	$ 22.32	80	$ 1,785.60	
SUE Technician	$ 18.00	25	$ 450.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 29.27	535		$ 15,656.94

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**175** % x Total Direct Labor	$ 27,399.65
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 43,056.59**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 4,305.66

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 47,362.25**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE
Docusign Envelope ID: D3CBE542-7EE6-45B0-B71C-49BB6FE9BCD7

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Shipyards West Kids Kampus Replacement Park CIP Scope P-38-21

Requested Action/Authority:

Recommend approval of award with Agency Landscape + Planning, LLC for Amendment #2 to incorporate the attached Scope of Services and Fee Summary, Exhibits E & F to increase the not to exceed limit for Design Services by $5,109,330.00 to a new limit of $7,634,711.00.

Justification/Explanation:

Amendment #2 is to provide 100% design services and construction documents for the park, park support pavilion and riverwalk.

Legal Contract #:	71920-22	Contract Date:	08/23/2022	Change Order/AMD #:	Amendment #2	
PO/Release #:	651841-23	Bid Date:	07/15/2022	Awarded Supplier:	Agency Landscape + Planning, LLC	
Licenses Verified:	N/A	Effective Date:	11/21/2024	Basis of Award:	Highest Evaluated	
Federally Funded:	N/A	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	PDS - P-38 - 21			Procurement Contract #:	POA - 71920-22	
Executed By:	Office of General Counsel					

PoP:Base:	Project Completion	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	Encouragement	%:	0	Bonds Waived Pursuant To:	N/A

Fund:	32124	Center:	153119	Acct:	565051	Proj:	010606	Activity:	00000000	$ 5,109,330.00
Fund:		Center:		Acct:		Proj:		Activity:		$
Fund:		Center:		Acct:		Proj:		Activity:		$

New NTE/GMP: $ 7,634,711.00 Contingent Amount: $ 00 DMP/ODPO Amount: $ 00

Using Agency/BU: PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT

Concurrence:	Signed by Gibbs, Sheldon	Title: CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	10/28/2024
Concurrence:	Signed by Joseph, Daryl	Title: DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES	10/30/2024
Concurrence:	Signed by Boyer, Lori	Title: DOWNTOWN INVESTMENT AUTHORITY CEO	11/4/2024
Concurrence:	DocuSigned by Nina Suchen	Title: DIRECTOR OF PUBLIC WORKS	11/7/2024
Procurement Analyst/Buyer:	Signed by Simpson, Sandy	Chief of Procurement:	11/18/2024
Name:	Simpson, Sandy	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: 11/21/2024

Part 3: Final Awarding Authority Action

Action: Approved

Date: 11/21/2024

Signature: DocuSigned by Karen Bowling

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Docusign Envelope ID: D3CBE542-7EE6-45B0-B71C-49BB6FE9BCD7

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

July 14, 2022

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

Dear Mayor Curry:

Ref: P-38-21 Shipyard West Public Park Design (CIP Scope of Services)
Downtown Investment Authority (DIA)/Parks, Recreation & Community Services Department

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

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

That the City of Jacksonville/Downtown Investment Authority enter into a contract with Agency Landscape + Planning, LLC, to provide the Shipyard West Public Park Design, that incorporates the attached Scope of Services and Fee Schedule identified as Exhibit 'B'; for a maximum indebtedness of $1,385,212. The period of service will be from execution of the contract through September 30, 2023, with one (1) 6-month renewal option available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.

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

Respectfully submitted,

Gregory Lease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 15th day of July, 2022

GP ab

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

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE
Docusign Envelope ID: D3CBE542-7EE6-45B0-B71C-49BB6FE9BCD7

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

July 14, 2022

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4th Floor, St. James Building
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Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 15th day of July, 2022

GP:ob

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

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

SECOND AMENDMENT TO SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
AGENCY LANDSCAPE + PLANNING, LLC
FOR
SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE

THIS SECOND AMENDMENT to Services Contract is made and entered into this 12th day of March, 2025, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **AGENCY LANDSCAPE + PLANNING, LLC**, a Massachusetts limited liability company with its principal offices at 91 Harvey Street, Suite 2, Cambridge, Massachusetts 02140 (the "Contractor").

WHEREAS, on August 23, 2022, City and Contractor made and entered into City of Jacksonville Contract No. 71920-22 (the "Contract") for the Services; and

WHEREAS, said Contract has been amended once previously; and

WHEREAS, said Contract should be amended further by: revising the Scope of Services by: adding and incorporating a new Scope of Services, attached hereto as **Exhibit E** and incorporated herein by this reference; revising the Contract Fee Summary by adding and incorporating a new Contract Fee Summary, attached hereto as **Exhibit F** and incorporated herein by this reference; and, providing additional funds for Design Services in an amount not to exceed $5,109,330.00, thereby increasing the maximum indebtedness by $5,109,330.00 to an amount not to exceed $7,634,711.00, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree to amend said Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 1 of said Contract is amended by revising the Scope of Services by adding and incorporating a new Scope of Services, attached hereto as **Exhibit E** and incorporated herein by this reference, and adding and incorporating a new Contract Fee Summary, attached hereto as **Exhibit F** and incorporated herein by this reference, and as amended shall read as follows:

> **"Performance of Services.** The Services will be performed by Contractor as specified in the RFP and the Response and in accordance with this Agreement and **Exhibits A, C,** and **E**, attached hereto, as more fully described in **Exhibits B, D,** and **F**, attached hereto, as applicable to the KKRP/CIP Scope of Work."

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3. Section 3 of said Contract is amended by providing additional funding for 100% Design Services and construction documents for the park, park support pavilion, and riverwalk in an amount not to exceed $5,109,330.00, thereby increasing the maximum indebtedness by $5,109,330.00 to an amount not to exceed $7,634,711.00, and as amended shall read as follows

> "3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not to exceed SEVEN MILLION SIX HUNDRED THIRTY-FOUR THOUSAND SEVEN HUNDRED ELEVEN AND NO/100 DOLLARS ($7,634,711.00)."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Donna Deegan
Mayor

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

ATTEST:

By _____
Signature

Susannah Ross
Type/Print Name

Director
Title

AGENCY LANDSCAPE + PLANNING, LLC, a Massachusetts limited liability company

By _____
Signature

Gina Ford
Type/Print Name

Principal
Title

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Encumbrance and funding information for internal City use:

Account or PO Number:

1Cloud Account for Certification of Funds	Amount

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Chris Cirino for Anna Brosche

Director of Finance
City Contract Number 71920-22, 2nd Amendment

Form Approved:

James R. McCain, Jr.

Office of General Counsel

GC-#1666022-v1-Agency_Landscape_71920_Amd#2_Ex_E_&_F doc

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EXHIBIT E

Jacksonville Shipyard West
Agency # AG2133

Jill Enz, PLA, ASLA
Chief of Natural and Marine Resources
City of Jacksonville | Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

July 1, 2024
Rev. August 16, 2024

Subject: Additional Services Request (Amendment #2)

Dear Jill,

Per the requirements of the Services Contract (Contract) for the Shipyards West Park project, between the City of Jacksonville (Client) and Agency Landscape + Planning executed August 23, 2022, this is to request your consideration of an additional services request for additional fees for:

60%-100% documentation of the CIP scope, including the park, park support pavilion and Riverwalk.

The Agency team will prepare 100% construction documents for the CIP scope. All drawings, plans and specifications will meet City of Jacksonville and other applicable codes. Construction documents will be submitted for City/DIA review at the 90% and 100% levels of completion.

For this scope, deliverables will be as per the December 2021 Request for Proposals for Shipyard West Public Park Design:

- Civil Engineering
  - Final site layout and geometric plan
  - Typical cross section details
  - Final site grading, paving and drainage plan
  - Final stormwater report with design calculations and exhibits
  - Final erosion control and sedimentation plan
  - Final site utility plans and details
  - General notes and details
  - Maintenance of traffic phasing plans
- Architecture
  - Architectural site plan and details.
  - Final construction plans and details for the on-site structures.
  - Materials, quantities and details.
  - Material samples/colors submitted to the City Staff for review and approval.
  - Structural, mechanical, electrical and plumbing drawings.
- Landscape Architecture

Agency
Landscape + Planning

www.agencylp.com
91 Harvey Street, Suite 2
Cambridge, MA 02140

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

    - Hardscape plan, including details and finishes
    - Streetscape plan, including details
    - Site furnishings and play equipment plans, including details and schedule
    - Planting plan, details and schedule with quantities
    - Irrigation plan, details and specifications
- Electrical Engineering
    - Lighting plan including details and equipment schedule
    - Audio/visual plan including details, specifications and schedule
- Final Estimate of Probable Construction Cost
- All necessary regulatory permits and approvals required to proceed to construction.

15%-100% documentation of the Exhibition Space, Pier 3 and Boardwalk. Scope for these elements will go through the following phases:

- Schematic Design
- Design Development
- Regulatory Approvals

Following these phases, and approval of the Client, the scope will be be brought to 100% Construction Documents, as per the list of deliverables for the CIP Park listed above.

This scope represents approximately $82,400,000 of construction cost, per the diagram attached, Exhibit A.

Schedule

Assuming work commences on/around November 1, 2024, we anticipate 100% drawings to be delivered on/around May 1, 2024.

Compensation

Our design fee for this scope of services is $4,717,440. Additonal fees include:

Environmental Engineering	$38,637
Geotechnical Engineering	$281,661
Travel Expenses	$71,592

For a total fee of Five million one hundred nine thousand three hundred and thirty dollars ($5,109,330) per the attached CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION template, Exhibit B, and the accompanying back up documentation.

Sincerely,

Gina Ford

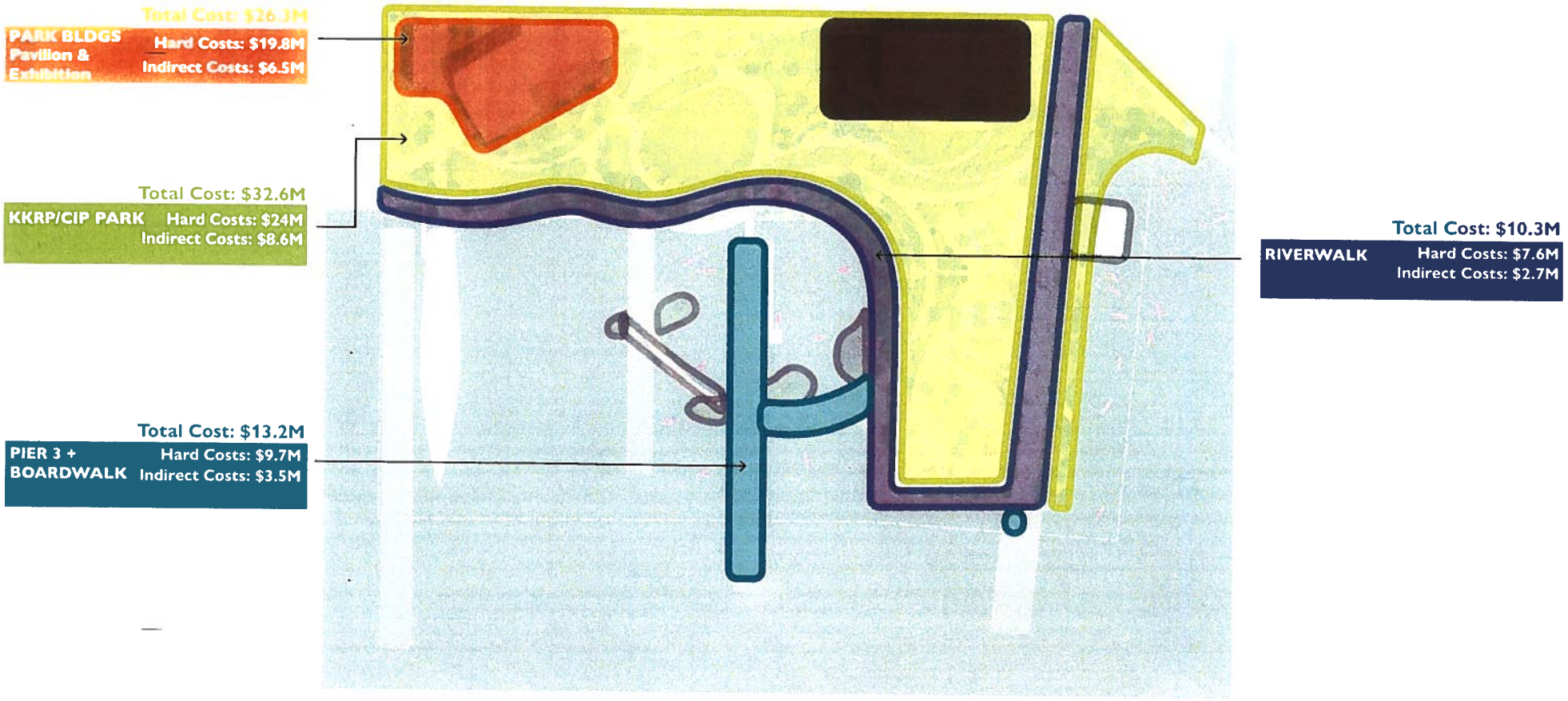
Gina Ford, FASLA
Principal and Co-Founder
Agency Landscape + Planning

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT E

Exhibit A

Scope for 100% CDs = $82.4M



Indirect costs are 26.5% of total cost (including 15% of contingency).

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EXHIBIT F

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

PART I - GENERAL

1. Project SHIPYARDS WEST - ADDITIONAL KIDS KAMPUS REPLACEMENT PARK CIP SCOPE SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	**2 Proposal No. / Contract No.** [illegible] TBD
3. Name of Consultant or Subconsultant: Agency Landscape + Planning	**4 Date of Proposal** 7/1/2024 (Rev 8/16/2024)

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$90.00	395	$ 35,550.00	
Director & Project Manager	$70.00	650	$ 45,500.00	
L3 - Senior Landscape Architect	$50.00	1000	$ 50,000.00	
L2 - Landscape Architect	$40.00	1800	$ 72,000.00	
L1 - Landscape Designer	$35.00	2400	$ 84,000.00	
Administrative	$25.00	88.5	$ 2,212.50	
TOTAL DIRECT LABOR	$45.67	6333.5		$289,263
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$433,894
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$723,156**
8. PROFIT: Labor Related Costs (Item 7)			x **10%**	$72,316

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimbursable/Not to Exceed)			
Reimbursable Expenses (standard)	x 9%	$ 71,592.47	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$71,592
10. SUBCONSULTANTS (Lump Sum)			
Design Consultants			
Civil (Haskell)		$ 466,904	
Additional Civil, Sanitary & Water (Four Waters)		304,835	
Landscape Architecture (Haskell)		$ 242,425	
Cost Estimating (Haskell)		$ 50,663	
Lighting Design (HLB)		$ 176,251	
Marine Engineer (Moffatt & Nichol)		$ 461,000	
Architect (WXY)		$ 1,806,997	
Play Design (Earthscapes)		$ 25,080	
MEP (Simes & Rosch)		$ 225,019	
Outreach (Acuity Design Group)		$ 99,791	
Permitting Support (NDN Companies)		$ 42,003	
Irrigation		$ 21,000	
Other Consultants			
Environmental (Mechling)		$ 38,637	
Geotechnical (Meskel)		$ 281,661	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			$4,242,265
11. SUBCONTRACTS (Reimbursable/Not to Exceed)			
		$	
		$	
		$	
		$	
		$	
		$	
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$5,109,330**
12. TOTAL PRIOR CONTRACT AMOUNT	$2,525,381
TOTAL AMENDED CONTRACT AMOUNT	$7,634,711

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EXHIBIT F

ADG
Acuity Design Group

Scope and Fee Proposal

Project: Shipyards West Park Design Project
Duration: November 2024 - April 2025

This proposal outlines the scope of work and associated fees for Acuity Design Group to provide comprehensive community engagement and outreach support for the final phase of the Shipyards West Park Design Project. Our efforts will focus on ensuring robust stakeholder engagement, effective communication, and inclusive outreach.

Scope of Work

Project Title: Comprehensive Communication and Community Engagement Services

Client: Agency/COJ Parks Department

Overview: Acuity Design Group (ADG) will provide a comprehensive suite of communication and community engagement services designed to enhance public awareness, foster community involvement, and support strategic objectives for [Client Name]. The scope of work includes administrative support, content creation, event planning, outreach, digital communications, and public engagement services.

1. Administrative Services

- **Task Description:** ADG will manage the administrative aspects of the project, including scheduling meetings, coordinating communications, organizing documentation, and maintaining project records.
- **Deliverables:**
  - Meeting agendas and minutes
  - Project documentation and records management
  - Coordination of project timelines and milestones

2. Brochures/Flyers

- **Task Description:** ADG will design and produce informative brochures and flyers to effectively communicate key messages and project updates to the target audience.
- **Deliverables:**
  - Concept designs for brochures and flyers
  - Final print-ready and digital versions
  - Distribution plan for physical and electronic copies

3. Community Event Planning

- **Task Description:** ADG will plan and execute community events to engage local residents, stakeholders, and partners in meaningful dialogues and project activities.

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- **Deliverables:**
  - Event planning and logistics coordination
  - Promotional materials and invitations
  - On-site event management and post-event reports

4. Community Outreach

- **Task Description:** ADG will conduct targeted outreach efforts to ensure broad community participation and awareness of key initiatives.
- **Deliverables:**
  - Outreach strategy and plan
  - Community stakeholder identification and engagement
  - Tracking and reporting of outreach efforts

5. Communications Plans

- **Task Description:** ADG will develop comprehensive communications plans tailored to the project's goals and objectives, ensuring consistent and effective messaging across all platforms.
- **Deliverables:**
  - Detailed communications plan with timelines and strategies
  - Message development and key talking points
  - Monitoring and evaluation of communication effectiveness

6. Creative Services

- **Task Description:** ADG will provide creative services to develop visually appealing and impactful content that aligns with the project's branding and communication goals.
- **Deliverables:**
  - Graphic design for various media (print, digital, social)
  - Creative concepts for campaigns and initiatives
  - Visual content for presentations and reports

7. News Releases

- **Task Description:** ADG will draft, distribute, and manage news releases to promote project milestones, events, and other significant updates to the media and public.
- **Deliverables:**
  - Drafted news releases for key project updates
  - Media distribution list and outreach
  - Monitoring and reporting of media coverage

8. Partnering Facilitation

- **Task Description:** ADG will facilitate partnerships with key stakeholders, organizations, and community groups to enhance collaboration and project support.
- **Deliverables:**
  - Partnership development strategy

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- Facilitation of meetings and workshops

9. Public Engagement

- **Task Description:** ADG will lead public engagement initiatives to gather input, build consensus, and foster transparency in project decision-making.
- **Deliverables:**
  - Public engagement strategy and plan
  - Facilitation of public meetings and workshops
  - Compilation and analysis of public feedback

10. Social Media

- **Task Description:** ADG will manage and curate social media content to engage with the online community and disseminate project information effectively.
- **Deliverables:**
  - Social media strategy and content calendar
  - Creation and posting of social media content
  - Social media monitoring and analytics reporting

11. Surveys

- **Task Description:** ADG will design and administer surveys to gather feedback and insights from the community on various project aspects.
- **Deliverables:**
  - Survey design and development
  - Distribution and administration of surveys
  - Analysis and reporting of survey results

12. Website Design

- **Task Description:** ADG will maintain a project website to serve as a central hub for information, updates, and community engagement.
- **Deliverables:**
  - Website design and development
  - Content management and updates
  - Website analytics and performance monitoring

Project Management and Reporting

- ADG will provide ongoing project management to ensure the timely delivery of all tasks and maintain open communication with [Client Name].
- Regular progress reports and a final comprehensive report will be delivered at the end of the project.

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Summary

This proposal outlines a comprehensive approach to community engagement and outreach, ensuring that all stakeholders are informed and involved throughout the project. Our team is committed to fostering transparency, inclusivity, and active participation, contributing to the overall success of the Jacksonville MSA Sustainability Initiative.

Total Fee Estimate: $99,790.63 (see breakdown on the following page)

We look forward to the opportunity to collaborate.

Best regards,

Cantrece Jones, CEO
Acuity Design Group
904-710-0301 or cjones@alladg.com

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EXHIBIT F

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

PART I - GENERAL

1. Project Project Name Orignal Contract	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: Acuity Design Group	**4. Date of Proposal** August 16, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Lead Public Involvment Officer/PM	$ 79.00	200	$ 15,800.00	
Communications Manager	$ 65.00	100	$ 6,500.00	
Outreach Specialist	$ 50.00	205	$ 10,250.00	
Marketing/Design	$ 65.00	45	$ 2,925.00	
Administrative	$ 32.50	25	$ 812.50	
			$	
			$	
TOTAL DIRECT LABOR	$ 63.11	575		$ 36,287.50
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		150 % x Total Direct Labor		$ 54,431.25
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 90,718.75
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 9,071.88

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$ 99,790.63
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

FOUR WATERS ENGINEERING, INC.
324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

August 16, 2024
Sent Electronically

Susannah Ross
Director, Landscape Architect
Agency Landscape + Planning
Cambridge, MA 02140

Re: Proposal for Professional Engineering Services
Shipyards West Park – Water and Sewer Utilities

Dear Ms. Ross:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to Agency Landscape + Planning (Agency) for design services related to the water and sewer utilities for the proposed Shipyards West Park in Jacksonville, Florida. Our understanding of the project is generally based on a scoping meeting with Haskell representatives Myra Jones and Matt Dahlberg on August 1, 2024 and the following documents provided to 4Waters by Haskell: *Shipyards West Park, Jacksonville, Florida 60% Design Document Volume 1 and Volume 2, Issued May 3, 2024* and *Shipyards West Public Park Design DDRB Presentation* document, May 2024. 4Waters proposal mimics the July 1, 2024 Haskell Shipyards Park West Proposal for Scope of Services Civil & Landscape Design as relates to the water and sewer utilities.

It is our understanding that the Shipyards West Park project is inclusive of the Kids Kampus Replacement Park (KKRP), also known as the CIP Scope. The Northbank CRA Scope is on the uplands of the Shipyards West Park, outside of the boundaries of the CIP Scope, and is not included in this scope of work. The CIP Scope design has been broken into two "phases" with the second phase including the Exhibition Space, Pier 3, and the Boardwalk.

Scope of Services

4Waters will provide the following scope of services for the water and sewer utilities design of the CIP Scope:

Task 0: Project Management
Monthly project management of the project including internal 4Waters project coordination, invoicing and progress updates for Agency. This task also includes project setup, kickoff meeting, and data and document review for the current project status. The project length is understood to be 6 months total for all services.

Task 1: Design Development (Added CIP Scope – Exhibition Space, Pier 3, and Boardwalk 15% to 100%)

- Civil Engineering
  - 15% - 100% Exhibition Space, Pier 3, and Boardwalk

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- Coordination with Agency/WXY/Haskell to create Utility Plans for the inclusion of the 1st and 2nd floor Exhibition building spaces with its associated water, fire, sewer requirements and points of connections (POC's) to the JEA water and sewer systems.
- It is understood that no sewer services will be needed for the Boardwalk or Pier 3 facilities. Fire water standpipes, potable water lines, and hose bibs, however, will be necessary for the Boardwalk and Pier 3.
- It is understood that Haskell is responsible for creating geometry, landscaping, grading, drainage, mechanical/electrical equipment pad locations, revised dumpster/pad locations, and landside POC for Pier 3 and Boardwalk; that Moffatt & Nichol are responsible for all over water work; that irrigation system design will be provided by others; and that fire protection system design for any buildings/facilities and requirements will be provided by others. 4Waters will only provide connection designs to irrigation and fire protection systems as recommended by their respective designers.
- Cost estimating will be provided by Haskell.
- It is our understanding that 4Waters will only coordinate with Haskell; all other necessary interdisciplinary meetings will be coordinated by Haskell who will provide information to 4Waters.

Task 2: Design Development (CIP Scope 60% - 100% Permit Documents)

- Civil Engineering
  - Shipyards West Park 60% Design Documents dated May 3, 2024 will be the basis for design to 100% Design Documents. Substantial deviations to be negotiated prior to any revisions being incorporated.
  - The current Utility Layouts have been completed by Haskell; 4Waters will utilize these documents as a guide but will redevelop the Utility Plans such that they can be electronically signed and sealed by 4Waters' professional engineers.
  - 4Waters will develop Utility Plans, Utility Profiles, and Utility Details for the proposed water, fire, and sewer site utilities.
  - 4Waters will develop Specifications 221113 (Facility Water Distribution) and 221313 (Facility Sanitary Sewerage) for the water and sewer utilities.
  - 4Waters has included ASCE Level A utility test hole services to gather accurate information on any existing utilities on-site or in COJ rights-of-way which may conflict with planned water/fire/sewer site utilities. JEA Development will require identification of JEA water and sewer POCs be provided by Level A test hole verification with application. Services for up to 20 Level A test holes (paved surfaces) and associated Maintenance of Traffic (MOT) has been included.
  - It is understood that Haskell will develop Existing Conditions Plans, Demolition Plans, Geometry Plans, Drainage Plans, Erosion & Sediment Control Plans, Pre-Development Plan, Post-Development Plan, Drainage Profiles, Geometry Details, Drainage Details, Maintenance of Traffic Details and Plans, and Erosion & Sediment Control Details. Haskell will provide an Auto CAD Civil 3D file of the existing and proposed surface for 4Waters use.
  - It is understood that irrigation system design will be provided by others; and that fire protection system design for any buildings/facilities and requirements will be provided by others. 4Waters will only provide connection designs to irrigation and fire protection systems as recommended by their respective designers.

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- Cost estimating will be provided by Haskell.
- It is our understanding that 4Waters will only coordinate with Haskell; all other necessary interdisciplinary meetings will be coordinated by Haskell who will provide information to 4Waters.

Task 3: Permitting (CIP Scope and Added CIP Scope)

- Civil Engineering
  - The 100% Design (90%) Civil submittal plans will be used for permitting submittals.
  - 4Waters will provide permitting services for JEA On-Site Water/Sewer. Given the size/capacity of the anticipated water and sewer site utilities, JEA will provide delegated review/approval of the facilities. Permitting will be through the SAGESgov permitting portal. 4Waters will develop water/sewer loadings (with input from Shipyards West Park project team), request JEA water/sewer availability number, conduct pre-application meeting and coordinate with JEA Development as necessary.
  - All other permit services will be provided by others including for:
    - SJRWMD;
    - COJ 10-Set (4Waters will provide input as necessary for water/fire/sewer site utilities);
    - FDEP Brownfield and RFDAP permitting;
    - ACOE/FDEP 404 permitting;
    - COJ Wastewater Pre-Treatment;
    - COJ EQD – not anticipated to be required;
    - FEMA – not anticipated to be required.

Assumptions:

- Civil design files will be provided to 4Waters in AutoCAD Civil 3D and PDF by Agency or Haskell;
- Geotechnical analysis and report will be prepared by others and will be provided to 4Waters in support of proposed water/fire/sewer site utilities;
- Soil management services provided by others and any special requirements for handling surface water, groundwater, or soils during construction will be specified by others;
- All sanitary sewer site utilities are anticipated to be by gravity flow; design for pump station facility has not been included.
- One total Permit Package will be provided for all scopes (not multiple packages);
- All permit fees paid by others;
- **Schedule:** 6-month design document duration (as listed below, based on previous deliverables)
  - **Added CIP Scope - Exhibition Space (Bldg), Pier 3 & Boardwalk (Site) (15% to 100%):**
    - Final 50% DD Submittal & Comment/Revisions
    - 60% Design (90%) Submittal & Comment/Revisions
    - 60% Design (100%) Submittal & Comment/Revisions
    - 60% Design (Final) Submittal & Comment/Revisions
    - 100% Design (75%) Submittal & Comment/Revisions
    - 100% Design (90%) Submittal & Comment/Revisions
    - 100% Design (100%) Submittal & Comment/Revisions
    - 100% Design (Final) Submittal
  - **CIP Scope - Design Development & Construction Documents – ALL (60% to 100%)**

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- 100% Design (75%) Submittal & Comment/Revisions
- 100% Design (90%) Submittal & Comment/Revisions
- 100% Design (100%) Submittal & Comment/Revisions
- 100% Design (Final) Submittal

- **CIP Scope - Permitting & Regulatory Approvals – All Design Scopes**
- **Permit Approval – All Design Scopes: End of 2024**

SERVICES NOT INCLUDED:

The following services have not been included in the design proposal and are assumed to be provided by others as necessary for the project, or a proposal for such services can be provided at a future date.

1. Maintenance of Traffic/Temporary Traffic Control design.
2. Preparation of any permit applications or response to requests for additional information, other than those specifically noted in the proposal.
3. Providing non-technical specifications or front-end documents required for project.
4. Survey or Subsurface Utility Exploration (SUE) work, either ASCE Quality Level A or B, of the project area.
5. Geotechnical investigations or analysis.
6. Underwater and subsurface investigation, testing.
7. Field layouts or the furnishing of construction line and grade surveys.
8. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
9. Providing wetland delineation or critical habitat assessments.
10. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, environmental permitting assistance, and other assistance required to address environmental issues.
11. Bidding assistance services.
12. Construction administration services.

Schedule

4Waters understands time is of the essence for this project and will provide the resources necessary to adhere to the schedule established by the project team.

Professional Service Fees

We appreciate this opportunity to be a part of the Shipyards West Park project and work with Agency. We have provided a detailed breakdown of the proposed fee summary for the project at the end of the proposal. The proposed lump sum fee to complete the noted scope of work outlined above $304,835.00.

If you have any questions, please contact me at abryan@4weng.com or (904) 993-3724.

With best regards,
Four Waters Engineering, Inc.

Angela Bryan, P.E., LEED AP
President

Attachment

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EXHIBIT F

Shipyards West Park - Water and Sewer Site Utilities
Proposal for Professional Engineering Services

Task Description	Project Manager/ EOR $195.00 Hours $	Senior Engineer $165.00 Hours $	Design Engineer $145.00 Hours $	CAD Draft $110.00 Hours $	Admin-istrative $85.00 Hours $	Sub-Consultants	Direct Costs	Total Professional Service Fees
Task 0 - Project Management								$ 12,370.00
Task 0.1 Project Management	12 $2,340.00	0 $0.00	0 $0.00	0 $0.00	24 $2,040.00	$0.00	$100.00	4,480.00
Task 0.2 Project Setup, Kickoff Meeting, Data and Document Review	8 $1,560.00	16 $2,640.00	16 $2,320.00	8 $880.00	4 $340.00	$0.00	$150.00	7,890.00
Task 1 - Added CIP Scope - Design Development								
Task 1.1 - Final 50% DD								$ 4,585.00
Task 1.1.1 Final 50% DD Design	1 $195.00	2 $330.00	6 $870.00	8 $880.00	2 $170.00	$0.00	$75.00	2,520.00
Task 1.1.2 Quantity Counts	0 $0.00	1 $165.00	2 $290.00	1 $110.00	0 $0.00	$0.00	$50.00	615.00
Task 1.1.3 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	3 $330.00	1 $85.00	$0.00	$75.00	1,450.00
Task 1.2 - 60% (90%) Submittal								$ 8,660.00
Task 1.2.1 60% (90%) Design	1 $195.00	3 $495.00	12 $1,740.00	12 $1,320.00	0 $0.00	$0.00	$100.00	3,850.00
Task 1.2.2 Specifications and Quantity Counts	0 $0.00	2 $330.00	4 $580.00	0 $0.00	2 $170.00	$0.00	$75.00	1,155.00
Task 1.2.3 QAQC & Updates	1 $195.00	3 $495.00	4 $580.00	4 $440.00	1 $85.00	$0.00	$100.00	1,895.00
Task 1.2.4 Submittal Review Meeting/Address Comments	1 $195.00	3 $495.00	4 $580.00	3 $330.00	1 $85.00	$0.00	$75.00	1,760.00
Task 1.3 - 60% (100%) Submittal								$ 6,260.00
Task 1.3.1 60% (100%) Design	1 $195.00	2 $330.00	6 $870.00	6 $660.00	0 $0.00	$0.00	$100.00	2,155.00
Task 1.3.2 Specifications and Quantity Counts	0 $0.00	1 $165.00	2 $290.00	0 $0.00	4 $340.00	$0.00	$75.00	870.00
Task 1.3.3 QAQC & Updates	1 $195.00	3 $495.00	4 $580.00	4 $440.00	1 $85.00	$0.00	$100.00	1,895.00
Task 1.3.4 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	2 $220.00	1 $85.00	$0.00	$75.00	1,340.00
Task 1.4 - 60% (Final) Submittal								$ 4,230.00
Task 1.4.1 60% (Final) Design	1 $195.00	1 $165.00	2 $290.00	2 $220.00	0 $0.00	$0.00	$350.00	1,220.00
Task 1.4.2 Specifications and Quantity Counts	0 $0.00	1 $165.00	2 $290.00	0 $0.00	1 $85.00	$0.00	$75.00	615.00
Task 1.4.3 QAQC & Updates	1 $195.00	1 $165.00	2 $290.00	2 $220.00	1 $85.00	$0.00	$100.00	1,055.00
Task 1.4.4 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	2 $220.00	1 $85.00	$0.00	$75.00	1,340.00
Task 1.5 - 100% (75%) Submittal								$ 11,795.00
Task 1.5.1 100% (75%) Design	1 $195.00	6 $990.00	24 $3,480.00	24 $2,640.00	0 $0.00	$0.00	$100.00	7,405.00
Task 1.5.2 Specifications and Quantity Counts	0 $0.00	2 $330.00	4 $580.00	0 $0.00	2 $170.00	$0.00	$75.00	1,155.00
Task 1.5.3 QAQC & Updates	1 $195.00	3 $495.00	4 $580.00	4 $440.00	1 $85.00	$0.00	$100.00	1,895.00
Task 1.5.4 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	2 $220.00	1 $85.00	$0.00	$75.00	1,340.00
Task 1.6 - 100% (90%) Submittal								$ 9,175.00
Task 1.6.1 100% (90%) Design	1 $195.00	4 $660.00	16 $2,320.00	16 $1,760.00	0 $0.00	$0.00	$100.00	5,035.00
Task 1.6.2 Specifications and Quantity Counts	0 $0.00	1 $165.00	4 $580.00	0 $0.00	1 $85.00	$0.00	$75.00	905.00
Task 1.6.3 QAQC & Updates	1 $195.00	3 $495.00	4 $580.00	4 $440.00	1 $85.00	$0.00	$100.00	1,895.00
Task 1.6.4 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	2 $220.00	1 $85.00	$0.00	$75.00	1,340.00
Task 1.7 - 100% (100%) Submittal								$ 6,385.00
Task 1.7.1 100% (100%) Design	1 $195.00	2 $330.00	8 $1,160.00	8 $880.00	0 $0.00	$0.00	$100.00	2,665.00
Task 1.7.2 Specifications and Quantity Counts	0 $0.00	1 $165.00	4 $580.00	0 $0.00	1 $85.00	$0.00	$75.00	905.00
Task 1.7.3 QAQC & Updates	1 $195.00	2 $330.00	3 $435.00	3 $330.00	1 $85.00	$0.00	$100.00	1,475.00
Task 1.7.4 Submittal Review Meeting/Address Comments	1 $195.00	2 $330.00	3 $435.00	2 $220.00	1 $85.00	$0.00	$75.00	1,340.00
Task 1.8- 100% (Final) Submittal								$ 4,585.00
Task 1.8.1 100% (Final) Design	1 $195.00	3 $495.00	4 $580.00	5 $550.00	1 $85.00	$0.00	$250.00	2,155.00
Task 1.8.2 Specifications and Quantity Counts	1 $195.00	1 $165.00	3 $435.00	0 $0.00	1 $85.00	$0.00	$75.00	955.00
Task 1.8.3 QAQC & Updates	1 $195.00	2 $330.00	3 $435.00	3 $330.00	1 $85.00	$0.00	$100.00	1,475.00
Task 1.9 - Meetings & Coordination (with Haskell) for Interdisciplinary Coordination								$ 2,290.00
Task 1.9.1 Meetings & Coordination (with Haskell) for Interdisciplinary Coordination	4 $780.00	4 $660.00	4 $580.00	0 $0.00	2 $170.00	$0.00	$100.00	2,290.00

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

Shipyards West Park - Water and Sewer Site Utilities
Proposal for Professional Engineering Services

Task Description	Project Manager/ EOR $195.00 Hours $	Senior Engineer $165.00 Hours $	Design Engineer $145.00 Hours $	CAD Draft $110.00 Hours $	Admin-istrative $85.00 Hours $	Sub-Consultants	Direct Costs	Total Professional Service Fees
Task 2 - CIP Scope DD/CDs								
Task 2.1 - 100% (75%) Submittal								$ 108,845.00
Task 2.1.1 100% (75%) Design	12 $2,340.00	54 $8,910.00	216 $31,320.00	216 $23,760.00	0 $0.00	$0.00	$100.00	66,430.00
Task 2.1.2 SUE - Level A Test Holes	1 $195.00	2 $330.00	8 $1,160.00	16 $1,760.00	0 $0.00	$25,000.00	$100.00	28,545.00
Task 2.1.3 Specifications and Quantity Counts	1 $195.00	4 $660.00	20 $2,900.00	0 $0.00	6 $510.00	$0.00	$75.00	4,340.00
Task 2.1.4 QAQC & Updates	2 $390.00	6 $990.00	12 $1,740.00	12 $1,320.00	1 $85.00	$0.00	$100.00	4,625.00
Task 2.1.5 Submittal Review Meeting/Address Comments	4 $780.00	8 $1,320.00	12 $1,740.00	8 $880.00	1 $85.00	$0.00	$100.00	4,905.00
Task 2.2 - 100% (90%) Submittal								$ 55,535.00
Task 2.2.1 100% (90%) Design	8 $1,560.00	38 $6,270.00	151 $21,895.00	151 $16,610.00	0 $0.00	$0.00	$100.00	46,435.00
Task 2.2.2 Specifications and Quantity Counts	1 $195.00	2 $330.00	8 $1,160.00	0 $0.00	2 $170.00	$0.00	$75.00	1,930.00
Task 2.2.3 QAQC & Updates	2 $390.00	6 $990.00	12 $1,740.00	12 $1,320.00	1 $85.00	$0.00	$100.00	4,625.00
Task 2.2.4 Submittal Review Meeting/Address Comments	2 $390.00	4 $660.00	6 $870.00	4 $440.00	1 $85.00	$0.00	$100.00	2,545.00
Task 2.3 - 100% (100%) Submittal								$ 31,145.00
Task 2.3.1 100% (100%) Design	4 $780.00	19 $3,135.00	76 $11,020.00	76 $8,360.00	0 $0.00	$0.00	$100.00	23,395.00
Task 2.3.2 Specifications and Quantity Counts	1 $195.00	2 $330.00	8 $1,160.00	0 $0.00	2 $170.00	$0.00	$75.00	1,930.00
Task 2.3.3 QAQC & Updates	2 $390.00	4 $660.00	8 $1,160.00	8 $880.00	1 $85.00	$0.00	$100.00	3,275.00
Task 2.3.4 Submittal Review Meeting/Address Comments	2 $390.00	4 $660.00	6 $870.00	4 $440.00	1 $85.00	$0.00	$100.00	2,545.00
Task 2.3 - 100% (Final) Submittal								$ 14,315.00
Task 2.3.1 100% (Final) Design	4 $780.00	12 $1,980.00	24 $3,480.00	24 $2,640.00	2 $170.00	$0.00	$350.00	9,400.00
Task 2.3.2 Specifications and Quantity Counts	1 $195.00	2 $330.00	6 $870.00	0 $0.00	2 $170.00	$0.00	$75.00	1,640.00
Task 2.3.3 QAQC & Updates	2 $390.00	4 $660.00	8 $1,160.00	8 $880.00	1 $85.00	$0.00	$100.00	3,275.00
Task 2.5 - Meetings & Coordination (with Haskell) for Interdisciplinary Coordination								$ 3,300.00
Task 2.5.1 Meetings & Coordination (with Haskell) for Interdisciplinary Coordination	6 $1,170.00	6 $990.00	6 $870.00	0 $0.00	2 $170.00	$0.00	$100.00	3,300.00
Task 3 Permitting								$ 21,360.00
Task 3.1 JEA Pre-App Meeting and Coordination	8 $1,560.00	16 $2,640.00	16 $2,320.00	8 $880.00	2 $170.00	$0.00	$50.00	7,620.00
Task 3.2 JEA Self-Permitting - Water and Sewer	2 $390.00	4 $660.00	24 $3,480.00	16 $1,760.00	2 $170.00	$0.00	$100.00	6,560.00
Task 3.3 COJ 10 Set Permit (Input to Haskell for Water/Sewer)	8 $1,560.00	8 $1,320.00	16 $2,320.00	16 $1,760.00	2 $170.00	$0.00	$50.00	7,180.00
Totals Task 0 - Task 3	**120** **$23,400.00**	**290** **$47,850.00**	**812** **$117,740.00**	**709** **$77,990.00**	**88** **$7,480.00**	**$25,000.00**	**$5,375.00**	**304,835.00**

Assumptions

Up to 6 months of design time
Agency/Haskell to provide Geotech data
Survey to completed by ETM/Smith Surveying
Soil Contamination and Groundwater Contamination handled by others - but may need to address with pipe materials
No irrigation or fire protection system design - only connections to from on-site utilities
No permit fees included
Haskell to provide all other civil services
Moffatt & Nichol responsible for all over water infrastructure

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

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

PART I - GENERAL

1. Project Shipyard West Public Park Design - Phase II	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: Four Waters Engineering	**4. Date of Proposal** August 16, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager/EOR	$ 70.91	120	$ 8,509.20	
Senior Engineer	$ 60.00	290	$ 17,400.00	
Design Engineer	$ 52.73	812	$ 42,813.67	
CAD Drafting	$ 40.00	709	$ 28,360.00	
Administrative	$ 30.92	88	$ 2,720.68	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
TOTAL DIRECT LABOR	$ 49.43	2019		$ 99,803.55
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 149,705.33
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 249,508.88**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 24,950.89

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing *(Reimbursible)*	$ 2,875.00	
Transportation & Shipping *(Reimbursible)*	$ 2,500.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 5,375.00
10. SUBCONSULTANTS (Lump Sum)		
SUE ASCE Level A Test Holes and MOT	$ 25,000.00	
	$ 0	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 25,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
N/A	$ 0	
	$ 0	
	$ 0	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 304,835.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

HASKELL

Shipyards Park West

Haskell Proposal for Scope of Services

Civil & Landscape Design (60% to Permit Design)

~~May 16, 2024~~ August 16, 2024

General Notes:

- Haskell to be invited to all meetings with City of Jacksonville representatives, related to Civil grading design, landscape design and plantings.
- Haskell reserves the right to deviate from the civil grading and planting design as required by site constraints and as discussed prior, with Agency.
- Terms and Conditions follow "Agreement between Agency Landscape + Planning, LLC and The Haskell Company", AG2133 executed 10/13/22.

Task 1: Design Development (Exhibition Space, Pier 3, and Boardwalk 15% - 100%)

- Landscape Architecture
  - 15% - 60% Exhibition Space, Pier 3, & Boardwalk
    - Review only as needed.
  - 60% - 100% Exhibition Space, Pier 3, & Boardwalk
    - Haskell/Agency to establish diagrammatic direction through the refinement of the 60% Agency plan.
    - Haskell produces/owns planting details, plans, and specs with significant review and oversight by Agency along the way to ensure conformance with planting design concepts.
    - Agency produces other landscape details, plans, and specs (e.g. paving, furnishings, site walls, non-roadway curbs, stairs, other site elements, etc.) with review by Haskell along the way sufficient to enable stamping by Haskell.
    - Haskell team to identify planting zone palettes, schedules.
- Civil Engineering
  - 15% - 100% Exhibition Space, Pier 3, & Boardwalk
    - Coordination with Agency/WXY to create Geometry, ~~Utility~~, and Drainage plans for the inclusion of the 1st and 2nd floor Exhibition building spaces with its associated columns vs. parking spaces, landscaping, grading, drainage, ~~water/fire/sewer~~ requirements/points of connections (POC's), mechanical/electrical equipment pad locations, and revised dumpster/s pad locations. (8/16/24 Revisions with Four Waters' scope)
    - Coordination with Agency/Moffatt & Nichol to create Geometry Plan for the inclusion of Pier #3 and Boardwalk with its landside POC. All over water work will be done by Moffatt and Nichol.
    - Coordination with outside Civil Utilities designer, Four Waters Engineering (Rev. 8/16)
- Cost Estimating
  - 15% - 100% Exhibition Space, Pier 3, & Boardwalk

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- 3 total Scope Estimate updates will be provided with the 50% DD Final, 60% DD Final Submittal and 100% Design (Final) submittals.

Task 2: Design Development (CIP 60% - 100% Permit Documents)

- Landscape Architecture
  - Meetings & Workshops:
    - Haskell/Agency plan verification meeting/workshop (in-person preferred at Haskell studio) to review concept, planting parameters, expectations, client desire, plan integrity (All day session).
    - Haskell to meet with Jacksonville Tree Commission to review potential of Tree Commission planting application.
    - If Tree Commission funding is incorporated, Haskell will provide application process and presentation to the Commission, with Agency's oversight.
  - Design Coordination:
    - Haskell/Agency to establish diagrammatic direction through the refinement of the 60% Agency plan.
    - Haskell to review and identify areas within the plans that do not support long term plant development.
    - Agency produces other landscape details, plans, and specs, (e.g. paving, furnishings, site walls, non-roadway curbs, stairs, other site elements, etc.) with review by Haskell along the way sufficient to enable stamping by Haskell.
    - Coordination with Haskell Civil Engineering team for resiliency design (bio-swales, water tolerant locations, slope stabilization, overall drainage sensitivity)
    - Coordination with outside arborist as needed (selected and contracted by Haskell)
    - Coordination with outside Irrigation designer (selected and contracted by ~~Haskell~~ Agency)
      - ~~Irrigation sub-consultant cost estimate submitted to Haskell for review with Agency final approval.~~
      - Irrigation ~~sub~~ consultant responsible for their own specifications, through Agency.
      - Final plan coordination with outside Irrigation ~~sub~~ consultant
      - Specification finalization by sub-consultant with Haskell ~~overview~~ review.
  - Design Responsibilities:
    - Haskell produces/owns planting details, plans, and specs, with significant review and oversight by Agency along the way to ensure conformance with planting design concepts.
    - Diagrammatic plan illustrating all planting design plant zone coverage areas.

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- Haskell team to identify planting zone palettes, schedules.
- Present 60% "Concept" Plant Material design to Agency.
- Haskell to provide permit drawings and specifications, including tree-mitigation, plantings, details ~~and consultant irrigation plans~~ for all landscape architectural elements using ~~Haskell~~ Agency standards.
  - 6/27/24 – Matt Dahlberg at Haskell: "Based on the Shipyards West project using the Agency annotations and Titleblock to date for the 30% CRA and 60% CIP projects, Haskell will continue using these formats for the Landscape Design sheets."
- Haskell to electronically sign & seal all Landscape drawings, details and specifications for all planting designs, per City of Jacksonville requirements.
- Haskell to electronically sign & seal all Landscape drawings, details and specifications for all hardscape designs (paving, furnishings, site walls (non-structural), non-roadway curbs, stairs (non-structural) and other site elements, as designed and published by The Agency Group, per City of Jacksonville requirements.

- Civil Engineering
  - Shipyards West Park 60% Design Documents dated May 3, 2024 will be the basis for design to 100% Design Documents. Substantial deviations to be negotiated prior to any revisions being incorporated.
    - 6/27/24 – Matt Dahlberg at Haskell: "Haskell has not received the official 60% Design comments from COJ, it may be difficult to grasp the potential for significant changes. In general, significant changes may be items that require more than 40 hours to revise our previous work to develop the 60% package, without additional compensation. Myra and Haskell's civil team will continue to work with Agency's team and partners to remain flexible and adjust to the typical design revisions in the interest of project success."
    - 6/28/24 – Susannah Ross at Agency: "If COJ comments on the 60% set prove to be more than what you've budgeted for we will tackle that at a later point. I have asked for the comments but nothing yet from Jill."
  - Civil Design Documents to include existing conditions, demolition plans, geometry plans, ~~utility plans~~, drainage plans, erosion & sediment control plans, pre-development plan, post-development plan, ~~utility profiles~~, drainage profiles, geometry details~~, utility details~~, drainage details, maintenance of traffic details, and erosion & sediment control details. (8/16/24 Revisions with Four Waters' scope)
  - Specifications ~~221113~~, ~~221313~~, 310000, 312000, 312319, 321216, 321313, 321373, 321723, ~~331300~~, and 334100. (8/16/24 Revisions with Four Waters' scope)
  - Coordination with outside Civil Utilities designer, Four Waters Engineering (Rev. 8/16)
- Cost Estimating
  - 2 total Scope Estimate updates will be provided with the 100% Design (75%) and 100% Design (Final) submittals.

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Task 3: Permitting

- Landscape Architecture
  - DIA/DDRB permitting
    - Haskell team to provide Agency with plan graphics for inclusion into DDRB Final Design Package submittal.
    - Haskell to provide support client/public presentations, with Agency as lead.
- Civil Engineering
  - The 100% Design (90%) Civil submittal plans will be used for permitting submittals for
    - SJRWMD Letter Modification
    - ~~JEA On-site Water/Sewer~~ (8/16/24 Revisions with Four Waters' scope)
    - COJ 10-Set
  - FDEP Brownfield and FRDAP permitting will be by others.
  - ACOE/FDEP 404 permitting will be by others.
  - COJ Wastewater Pre-Treatment permitting will be by others.
    - 6/27/24 – Matt Dahlberg at Haskell: "The COJ Wastewater Pre-Treatment permitting is associated with the Oil-Water Separator serving the kitchen/café portions of the building uses which will need to be permitted along with the building permit by the Plumbing Engineers."
  - COJ EQD permitting will not be required.
  - FEMA permitting will not be required.
  - Coordination with outside Civil Utilities designer, Four Waters Eng. (Rev. 8/16)

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Assumptions:

- One total Permit Package for all scopes (not multiple packages)
- **Schedule**: 6-month design document duration (as listed below, based on previous deliverables)
  - **Added CIP Scope - Exhibition Space (Bldg), Pier 3 & Boardwalk (Site)** (15% to 100%):
    - ~~Draft 50% DD Submittal & Comment/Revisions~~ (Revised 8/16, per Agency)
    - Final 50% DD Submittal & Comment/Revisions
    - ~~60% Design (75%) Submittal & Comment/Revisions~~ (Revised 8/16, per Agency)
    - 60% Design (90%) Submittal & Comment/Revisions
    - 60% Design (100%) Submittal & Comment/Revisions
    - 60% Design (Final) Submittal & Comment/Revisions
    - 100% Design (75%) Submittal & Comment/Revisions
    - 100% Design (90%) Submittal & Comment/Revisions
    - 100% Design (100%) Submittal & Comment/Revisions
    - 100% Design (Final) Submittal
  - **CIP Scope - Design Development & Construction Documents** – ALL (60% to 100%)
    - 100% Design (75%) Submittal & Comment/Revisions
    - 100% Design (90%) Submittal & Comment/Revisions
    - 100% Design (100%) Submittal & Comment/Revisions
    - 100% Design (Final) Submittal
  - **CIP Scope - Permitting & Regulatory Approvals** – All Design Scopes
  - **Permit Approval** – All Design Scopes: **End of 2024**

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Exclusions:

Items not included in Haskell's Scope of Work:

- Design Services:
  - Substantial design deviations from City of Jacksonville are not included and will be completed as additional services.
  - Hardscape or paving plans or detailing of such items,
  - Design of Sunshades, Site Walls, stairs or any other elements requiring Structural or delegated design review.
  - Civil Engineering of Pier #3 and Boardwalk. All over-water work will be done by Moffatt & Nichol.
  - Civil Engineering/Permitting - Water & Sewer Utilities (Four Waters' scope, Rev 8/16)
  - Signage plans
  - Site Power/Lighting and Audio plans
  - Structural Engineering
  - Mechanical Engineering
  - Electrical Engineering
  - Architectural services
  - 3D Renderings or modeling (Site-wide)
  - Tree-tagging for proposed landscape materials
  - Soil Testing and Remediation Design (6/27/24 Update):
    - For typical soil conditions, our typical specs require that the soils get tested by the landscape contractor and supplemented based of the results. If the soils are deemed contaminated, Mechling's Environmental Scientist would need to be involved to provide additional remediation to either support the planting designs or revise the plantings based on the conditions.
- Select Permitting Support Services:
  - DDRB – Streetscape plan including the breakdown of the pedestrian zone detailing the pedestrian clear area, frontage, and the amenity area.
  - FDEP Brownfield
  - FRDAP
- Regulatory Review Support:
  - Deviation of design review standards for DDRB review.
  - Any site or building sections & elevations for DDRB review.
  - Public hearings (not anticipated)
- Fees:
  - Soft Digs as required by JEA (Rev 8/16/24 Four Waters Engineering scope, per Agency)
  - All Permitting costs & fees are to be paid by the Owner.

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- Preconstruction Services:
  - Bidding support services
- Construction Administration services

Reimbursables:

- Reimbursable Expenses - for travel, meals, parking, reprographics, postage, etc. will be in addition to this fee estimate, and not greater than the 2.5% contract value, as permitted by the COJ Prime Agreement.

Fee Summary:

- City of Jacksonville Engineering Rate and Fee Form (attached exhibit, 8/16/24 revision)

[END]

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

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

PART I - GENERAL

1. Project Shipyard West Public Park Design - Phase II	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: The Haskell Company	**4. Date of Proposal** 8/16/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 109.43	40	$ 4,377.36	
Project Design Manager	$ 96.00	90	$ 8,640.00	
Lead Civil Engineer	$ 96.00	1,000	$ 96,000.00	
Civil Engineer	$ 48.00	640	$ 30,720.00	
Civil Designer	$ 30.00	818	$ 24,540.00	
Lead Landscape Architect	$ 83.60	407	$ 34,025.20	
Landscape Architect	$ 54.00	642	$ 34,668.00	
Landscape Designer	$ 45.00	482	$ 21,690.00	
Sr. Estimator	$ 64.00	215	$ 13,760.00	
Estimator	$ 36.00	185	$ 6,660.00	
Administrative Assistant	$ 32.00	40	$ 1,280.00	
TOTAL DIRECT LABOR	$ 60.62	4559		$ 276,360.56
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 414,540.84
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 690,901.40**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 69,090.14

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing *(Reimbursible)*	$ 0.00	
Transportation & Shipping *(Reimbursible)*	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Irrigation	$ 0	
- Arborist	$ 0	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$ 0	
- Geotechnical	$ 0	
- Environmental	$ 0	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 759,991.54**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

HLB

14 May 2024

Susannah Ross, ASLA
Director, Landscape Architect
Agency L+P
91 Harvey Street, Suite 2
Cambridge, MA 02140
617.686.6861
susannah@agencylp.com

Re: Jacksonville Shipyards West Public Park 60%-100% Design / Jacksonville, FL

Dear Susannah,

We are pleased to submit this Additional Services Request as lighting designers for the above project.

SCOPE OF WORK
The Scope of Services include 100% Design services for the KKRC/CIP scope for the following areas:

SITE

- KKRP/CIP Park
- Riverwalk
- Boardwalk Extension (Pier 2-3)
- Pier 3 & Boardwalk

PAVILION & EXHIBITION

- Visitors Center
- Locker rooms
- Corridors
- Restrooms
- Lobbies
- Café
- Offices
- Elevator Lobby
- Covered Parking
- Outdoor Space
- Covered Event Spaces
- Stairs
- Bar
- Façade
- Exhibition Spaces
- Terrace

SCOPE OF SERVICES

The following professional services and deliverables are included as listed below. The Scope of Services assumes all "local" meetings will occur in Boston, MA.

1.1 Participate in conferences with the Client, Owner, Landscape Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters. Meetings and Travel: Time for up to twenty (20) hours of local meetings or online conferences during this phase is included in the fee.

1.2 Assist with the coordination of the lighting design with the landscape, architectural and electrical design.

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1.3 Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires only and are not intended to create photo-realistic presentation renderings.

1.4 Prepare updated layouts of proposed luminaires on 2D AutoCAD backgrounds.

1.5 Prepare design and layouts of proposed luminaires by the creation of an Autodesk Revit lighting model based on electronic Revit backgrounds provided by the Architect when ceiling information has been sufficiently resolved (heights and types of ceilings).

1.6 Prepare an updated Luminaire Schedule (single-name specification), Product Data Sheets, and sketch recommendations for architectural mounting details.

1.7 Prepare general specification Section 26 5113 Architectural Luminaires, Sources, and Components for the architectural luminaires (in CSI format).

1.8 Prepare updated Lighting Control Intent Zoning Diagrams.

1.9 Provide assistance with the evaluation of a cost estimate (material cost only) prepared by the Contractor/Cost Estimator for specified luminaires and control equipment.

1.10 Prepare reviews and comments on the Construction Documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Deliverables in this phase:

- Up to three (3) issuances of Luminaire Layouts
- Up to three (3) issuances of the Luminaire Schedule and Product Data Sheets Package
- Up to three (3) issuances of Architectural Luminaire Specification Section 26 5113
- Up to three (3) issuances of Control Intent Zoning Diagrams
- Up to two (2) issuances of written responses to the Cost Estimate
- Up to two (2) issuances of reviews and comments of Construction Documents

COMPENSATION FOR PROFESSIONAL SERVICES

The Scope of Services listed herein will be provided as a fixed fee to be billed on a percent complete basis as follows:

CIP SCOPE OF WORK	FEE
Site 100% Design	$88,192.94
Pavilion&Exhibition 100% Design	$88,057.86
General Reimbursable Expenses	$500

The proposal assumes all areas of the Project will be authorized and will proceed on a concurrent schedule. If areas or issuances of documents for the Project are not authorized or proceed on a non-concurrent schedule, the proposal will be subject to further negotiation.

Time spent in out-of-town travel is not anticipated and therefore is not included in the fee.

All other terms and conditions of our previous agreement shall remain in effect.

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We trust the above meets with your approval and would appreciate your signing a copy of this additional service request and returning it to us at your earliest convenience. The returned copy will serve as our authorization to proceed.

ACCEPTED BY:

Horton Lees Brogden Lighting Design Inc.	Agency L+P
Robyn Goldstein	
SIGNATURE	SIGNATURE
Robyn Goldstein, IALD, MIES	
NAME	NAME
Principal	
TITLE	TITLE
14 May 2024	
DATE	DATE

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

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

PART I - GENERAL

1. Project Project Name Orignal Contract	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Civitas	**4. Date of Proposal** 6/??/2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 85.98	102	$ 8,769.96	
Project Manager	$ 42.68	267	$ 11,395.56	
Design Engineer	$ 33.82	352	$ 11,904.64	
Designer or Technician			$ 0.00	
Drafter			$ 0.00	
Field Inspector			$ 0.00	
Clerical			$ 0.00	
TOTAL DIRECT LABOR	$ 44.48	721		$ 32,070.16
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 48,105.24
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 80,175.40**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 8,017.54

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 88,192.94**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

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

PART I - GENERAL

1. Project Project Name Orignal Contract	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Civitas	**4. Date of Proposal** 6/??/2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 85.98	93	$ 7,996.14	
Project Manager	$ 42.68	261	$ 11,139.48	
Design Engineer	$ 33.82	381	$ 12,885.42	
Designer or Technician			$ 0.00	
Drafter			$ 0.00	
Field Inspector			$ 0.00	
Clerical			$ 0.00	
TOTAL DIRECT LABOR	$ 43.57	735		$ 32,021.04
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 48,031.56
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 80,052.60**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 8,005.26

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 88,057.86**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

moffatt & nichol

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Tampa, Florida 33602

(813) 258-8818
www.moffattnichol.com

May 7, 2024

Agency Landscape + Planning
91 Harvey St. Suite 2,
Cambridge, MA 02140
Delivered via e-mail: susannah@agencylp.com;

Attn: Susannah Ross

Subject: **Jacksonville Shipyards Kids Kampus Replacement Park and Pier 3 Selective Demolition with Pier 3-4 Boardwalk - Construction Documents Fee Proposal**

Dear Susannah:

Moffatt & Nichol (M&N) is excited to continue to support Agency (Client) in progressing design of the Northbank CRA and the Kids Kampus Replacement Park (KKRP) CIP projects at the former Shipyards site in Jacksonville. The following tasks include final design and construction documents related to the waterfront structural components of the KKRP and select overwater pier elements as well as limited Environmental Permitting Support for the overwater pier elements (assumes a JSEB subconsultant will be engaged by Agency to perform permit application support). The tasks are numbered sequentially from the original contract between M&N and the Client dated August 23, 2022.

Task 9 – Riverwalk Edge Modifications Final Design

Progress design of the cantilevered riverwalk slabs and related structural components to 100% construction documents (CD).

Scope

- Provide construction drawings for the Riverwalk cantilever slabs, and connections to the existing riverwalk structures.
    - Enlarged Plan
    - Sections
    - Details
- Prepare details for select demolition of and repairs to the tree wells and face of the riverwalk structure.
    - Spall repairs
    - Crack and impact damage repairs
- Provide technical specifications in CSI format.
- Review cost estimate quantities (cost estimate by others)
- Attend virtual meetings with Client and design team.

Dependencies

- Assumes Riverwalk geometry is unchanged from prior submittal.
- Does not include repair details for original Shipyard structures.
- Includes repairs to Riverwalk structure identified in April 2024 site inspection.

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Deliverables

- 50% Construction Documents (July Target) (PDF)
- 90% Construction Documents, including draft technical specifications (November Target) (PDF)
- 100% Construction Documents including final technical specifications (mid-December Target (PDF)

Task 10 – Pier 3 & Partial Pier 4 Demolition & Pier 3-4 Boardwalk Preliminary and Final Design

Provide schematic design, design development, and construction documents for Pier 3 Demolition and the Pier 3-4 pile-supported boardwalk. Also provide drawings and a performance specification for the associated Pier 3 kayak launch facility.

Scope

- Perform a site visit by two (2) engineers for 1 day to observe the above water condition and connection locations of the Pier 3 structure from the deck level and from the water.
- Develop concept sufficiently to evaluate curvature, elevation, and pile plan.. Includes plans and typical sections for marine/waterfront elements including new overwater piers and reconnecting existing Pier 3 to the riverwalk.
    - Evaluate demolition options and conditions/configurations of elements to remain.
    - Evaluate new pier pile types, superstructure materials and elevations.
    - Apply constructability geometry to pier structure and evaluate deck options to meet curving aesthetic.
    - Revise concept one time to reflect any geometry changes resulting from preliminary structural evaluation.
- Develop Kayak launch design.
    - Kayak launch includes access platform, articulating gangway, and floating kayak dock.
    - Kayak launch is expected to be a pre-manufactured floating dock system. M&N will prepare drawings and a performance specification for the kayak launch.
    - Does not include potable water or electrical design. Lighting for kayak launch is expected to be by solar fixtures.
- Develop Pier 3 and Pier 4 select demolition plans.
    - No new decking or repairs are anticipated. Demolition will include removal of existing decking and removal of select piles for aesthetic purposes.
    - Decking to remain will include details for protecting exposed reinforcing and to fill any holes left from removing hardware.
    - Includes partial demolition plans for the pile supported end of Pier 4 with a portion to remain.
- Progress the designs through design development drawings with sufficient detail to submit environmental permit applications (corresponds to 50% CDs).
- Progress the construction documents through final design.
    - Includes lighting design and potable and fire water design. Potable water service consists of maintenance hose bibs only.
    - Utility design extends up to 10 ft from the bulkhead line where connections are assumed to be made.
    - Construction documents will be in one package. Subdividing the elements into multiple packages is not anticipated.
- M&N will provide technical specifications in CSI format.
- Review cost estimate quantities (cost estimate by others)

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Dependencies

- Requires access to Pier 3. May require support or equipment from the City.
- Geotechnical investigations and borings for the Pier 3-4 foundation design by others. A minimum of 3 water borings are needed to design the piles.
- Assumes new Pier 3-4 Boardwalk is constant width and curvature.
- Assumes no shade canopies or other structural appurtenances are included on the Boardwalk.
- Agency to provide preferred light fixture for boardwalk lighting.
- Does not include utilities on existing Pier 3.
- Does not include design of Boardwalk or Pier furnishings.

Deliverables

- Selected Conceptual Layout (PDF)
- 50% Construction Documents (July Target) (PDF)
- 90% Construction Documents, including draft technical specifications (November Target) (PDF)
- 100% Construction Documents including final technical specifications (mid-December Target (PDF)

Task 11 – Pier 3 Demolition & Pier 3-4 Boardwalk Environmental Permitting Support

Support the environmental consultant for permitting services related to the select demolition and reuse of the existing Pier 3 structure, the cantilevered Riverwalk elements, the Pier 3-4 concrete pile-supported boardwalks, and the kayak launch facility.

Scope

- Participate in pre-application meetings with the relevant State, and federal agencies to review the proposed design and help anticipate any concerns the permitting agencies may have.
- Support environmental consultant to prepare environmental permit applications for USACE and FDEP.
- Support responding to requests for additional information (RAI) from permitting agencies including narratives, drawing revisions, and quantities. Scope includes one RAI from each agency.
- Attend meetings with Client and design team to discuss permitting process and RAI responses.

Dependencies

- Building permits are not included in this task.
- Permit drawings are included in Task 10 (50% Construction Drawings will be used).
- No site visits are included in this task.

Deliverables

- Narratives for permit applications as needed
- Responses to RAI's from permitting agencies.

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Task 12 – Pier 4 Structural Slab Design

Design the structural slab along Pier 4 which will span from the existing coffer cells to the more recent riverwalk structures.

Scope

- Design concrete slab and connection details to reinforce the existing pile-supported structure immediately waterward of the coffer cells.
- Provide construction document details and update section drawings to reflect the slab design.

Dependencies

- Slab will be a constant width and thickness.

Deliverables

- 50% Construction Documents (July Target) (PDF)
- 90% Construction Documents, including draft technical specifications (November Target) (PDF)
- 100% Construction Documents including final technical specifications (mid-December Target (PDF)

FEE SUMMARY

The following table outlines the lump sum fees associated with the above tasks.

Kids Kampus Replacement Park CIP and Select Overwater Structures	
Task 9 – Riverwalk Edge Modifications Final Design	$57,000
Task 10 – Pier 3 & Partial Pier 4 Demolition & Pier 3-4 Boardwalk Design	$365,000
Pier 3 & Partial Pier-4 Select Demolition	$35,000
Pier 3-4 Boardwalk Structure and Utilities	$230,000
Pier-Riverwalk Reconnection Platform	$43,000
Kayak Launch and Access Platform	$57,000
Task 11 – Pier 3 Demolition & Pier 3-4 Boardwalk Environmental Permitting Support	$20,000
Task 12 – Pier 4 Structural Slab Design	$19,000
Total	**$461,000**

Moffatt & Nichol looks forward to our continued assistance with Jacksonville to develop a vision for this important site in the heart of the City, and we are excited for another successful collaboration with Agency. If

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you have any questions or concerns regarding this proposal, please contact me at (813) 463-4423 or mherrman@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL

Michael N. Herrman

Michael Herrman, PE
Vice President

Cc: Gina Ford, Xi Yang

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EXHIBIT F

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

PART I - GENERAL

1. Project KKRP Park (Shipyards West) Riverwalk and Overwater Elements Final Design	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: Moffatt & Nichol	**4. Date of Proposal** May 7, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Eng./PM	$ 103.91	160	$ 16,625.60	
Supervisory Eng.	$ 90.72	80	$ 7,257.60	
Senior Eng.	$ 80.82	350	$ 28,287.00	
Eng/Sci III	$ 64.33	80	$ 5,146.40	
Eng/Sci II	$ 54.43	440	$ 23,949.20	
Eng/Sci I	$ 46.18	520	$ 24,013.60	
Staff Eng	$ 39.59	200	$ 7,918.00	
Senior Tech	$ 51.13	240	$ 12,271.20	
Designer	$ 44.53	590	$ 26,272.70	
CADD II	$ 37.94	0	$ 0.00	
CADD I	$ 32.99	0	$ 0.00	
Word Processing	$ 36.23	0	$ 0.00	
TOTAL DIRECT LABOR	$ 57.05	2660		$ 151,741.30
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 175.58 % x Total Direct Labor				$ 266,427.37
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 418,168.67**
8. PROFIT: Labor Related Costs (Item 7) x 10%				$ 41,816.87

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Mileage and Lodging	$ 1,014.46	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 1,014.46
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)	**$ 461,000.00**

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(Items 5, 6, 8, 9, 10, and 11)	EXHIBIT F
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

W X **Y** architecture + urban design

25 Park Place, 5th Floor, New York, NY 10007
Tel 212.219.1953 Fax 212.274.1953 Web wxystudio.com

Principals
Claire Weisz
Mark Yoes
Layng Pew
Adam Lubinsky

June 26, 2024

Re: Jacksonville Shipyards West KKRP Replacement Park Scope Add Services (CIP)

Dear Ms. Gina Ford,

The scope below outlines WXY's proposed activities following the submission of 60% Design Development (DD) documents for the project. Please note that the work performed to date was based on the premise that the facility was to be phased in two parts, and that the second part, including the Exhibition Space, was to be developed at a later phase. The scope has changed to complete the design for a single phase project that includes all program elements not included in the 60% submission. Due to the change in scope, a period of additional Design Development (DD) will be required to integrate the full program into the project.

Design Development (60% Design) (Duration: ____months)
During this phase, the design team will investigate the inclusion of a 10,000 SF Exhibit Space, including its required support facilities, into the full build-out of the project. Reassessment of the parking component and the location and performance of the Exhibit Space will be explored in tandem with the landscape scope for the park, civil engineering, structural and MEP engineering, envelope engineering, and lighting design.

Shipyards West CIP Buildings Summary		
Level 1 – Parking	18,850	SF
Level 1 – Visitor Center / Cafe	3,000	SF
Level 1 – Park Office / Bike Rental	2,250	SF
Level 2 – Pavilion	7,000	SF
Level 2 – Exhibit Space	10,000	SF
Park Support		
Shade Structures	1,300	SF

The extended Design Development phase will consist of the following deliverables:

- Preparation of (60%) Design Development drawings, in coordination with structural, landscape, mechanical and electrical systems integrated into the architectural design
- Building Plans, sections, elevations, details, and schedules
- Supporting diagrams illustrating circulation, entrances, bike parking, and parking access.
- Flood resilience measures
- Development of new parking garage plan, including circulation and pedestrian egress
- Coordination of waste, servicing, loading and delivery plans as impacted by addition of Exhibit Space
- Identification of materials consistent with the proposed architectural language
- Preparation of typical building elevations and sections, basic details of the exterior wall system, basic details of interiors relating to the Exhibit Space. This will include

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preliminary architectural interior layouts in coordination with structural and MEP disciplines for the Exhibit Space
- Design Development submission with design details outlined for all design concepts, MEP systems developed
- Coordination with consultant deliverables, including plumbing, structural, electrical, fire protection systems, and energy infrastructure.
- 3D drawings of the building exterior showing proposed materials
- 3D drawings illustrating proposed architecture in coordination with the landscape
- Review for compliance with relevant local codes, statues, and other requirements
- Development of typical details and materials for up to 6670 sf of shade structures on Pier 4
- Weekly internal and client meetings

Construction Documents (CD) Phase
Based on the Owner's approval of the Design Development (60%) documents, and on the Owner's authorization of any adjustments in the Project's requirements and budget for the Cost of the Work, the design team shall prepare Construction Documents for the Owner's approval.

The Construction Documents shall:
- Illustrate and describe the further development of the approved Design Development Documents.
- Consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work.
- Incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- The design team shall assist the Owner in the development and preparation of 1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; 2) the form of agreement between the Owner and Contractor; and 3) the Conditions of the contract for Construction (General, Supplementary and other Conditions).
- The design team shall compile a Project Manual that includes the Conditions of the Contract for Construction and Specifications, including bidding requirements and sample forms.
- The design team shall submit the Construction Documents to the Owner, advise the Owner of any adjustments of the Cost of the Work, take action as required to reach budget alignment, and request the Owner's approval.

Consultants
- In addition to base Structural, MEP, Fire Protection, Lighting Design, and Civil engineering consultants, the design team will engage a building envelope consultant to address impact and energy performance, particularly in relation to the performance criteria determined for the Exhibit Space. The Envelope Consultant's fee is included within the WXY design fee.

Assumptions & Exclusions
- Depending on the further development of the Exhibit Space and its interface with other components, services included in this scope are subject to change
- The project scope and schedule is based on a preliminary project cost of $28,000,000. The scope of work described may need to be reevaluated should this amount change.
- Additional items, such as externally produced renderings, 3D printed models, etc., are not included in this scope, and would be considered reimbursable expenses.

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Sincerely,

Claire Weisz
Founding Principal
WXY architecture + urban design

This Agreement entered into as of the day and year first written above.

CLIENT

_____
(Signature)

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EXHIBIT F

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

PART I - GENERAL

1. Project Jacksonville Shipyards (CIP)	**2. Proposal No. / Contract No.**
3. Name of Consultant orSubconsultant: WXY architecture + urban design	**4. Date of Proposal** April 16, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 132.00	276	$ 36,432.00	
Associate Principal	$ 88.00	552	$ 48,576.00	
Associate	$ 66.00	2,750	$ 181,500.00	
Architectural Designer	$ 56.00	4,950	$ 277,200.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 63.76	8528		$ 543,708.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 815,562.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 1,359,270.00**
8. PROFIT: Labor Related Costs (Item 7)	x	**10%**		$ 135,927.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 800.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 800.00
10. SUBCONSULTANTS (Lump Sum)		
- Structural	$ 311000	
- Lighting Design	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 311,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Structural	$	
- Lighting Design	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 1,806,997.00**
12. TOTAL PRIOR CONTRACT AMOUNT	$ 333,800.00
13. EXPENSES	$ 12,780.00
TOTAL AMENDED CONTRACT AMOUNT	$ 2,153,577.00

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7215 Wellington Rd 86
Wallenstein, ON N0B 2S0
E. info@earthscapeplay.com
T. 519.804.6854
TF. 1.877.269.2972
F. 519.669.5085

EXHIBIT F

May 17, 2024

Xi Yang
Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02138
United States of America

xi@agencylp.com

Playground Design Contract – Jacksonville Shipyards West, Jacksonville, FL (24-040)

Earthscape Play Inc. (Earthscape) is pleased to submit the following Scope of Work for playground conceptual design services, for the playground at Jacksonville Shipyards West, Jacksonville, FL.

1. PROJECT UNDERSTANDING

Provide playground concept design services for the new playground at Jacksonville Shipyards West. The budget for play equipment structures, excluding installation costs, is anticipated to be approximately $500,000 USD.

- Design to be based on provided concept drawings in *'Shipyards West Park – February 2024'*
- Design development of (2) signature play structures, one larger and one smaller, flanking a central walkway and area of poured-in-place safety surfacing.
- Structures to be standalone, but aligned and evoke the structural elements of both sides of a ship's hull in drydock.
- Larger structure may be incorporated in adjacent berm, and frame (2) stainless steel hillslides (incl) and climbing/seating elements.
- Larger structure to include net and flexform climbing elements and custom staining.
- Smaller structure on grade not incorporating slope or berm.
- Smaller structure to include net and flexform climbing elements and custom staining.
- (1) Custom stainless steel hill slide, separate from main structures as seen in concept drawing, is included in design and may require custom platform.
- (2) Custom single-bay swings or other play feature, separate from main structures as seen in concept drawing, is included in design
- Earthscape can provide recommendations for safety surfacing patterns and colours, etc. To be specified and installed by others.
- Earthscape to provide coordination on extent of safety surfacing required, ASTM compliance and ADA compliance which may require changes to presented design concept of structures and park layout.

earthscapeplay.com

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2. DESIGN PROCESS

Conceptual design services include the following scope of work:

2.1 Design Kickoff Meeting

- Prior to meeting, client provides Site Plan or Survey, including elevations and existing site features
- Review functional requirements, opportunities, and constraints of the site (space required for different activities, play elements, shade, materials, budget, etc.)
- Review and discuss preferred play elements, precedent images, and planning of the play areas
- Develop or review a budget and installation schedule.

2.2 Create Concept Design & Develop Project Design Program

- Provide playground user profile, specify activities, note any site problems or potentials
- Draft concept hand sketches, combined with precedent images, presented as a PDF package
- Base concepts on client/consultant input, site history, and/or context

2.3 Refine Concept Design

- Model preferred solution using 3D CAD tools
- Make minor revisions to design, based on client feedback
- This proposal does not allow for multiple distinct concepts to be modelled in 3D
- Review ASTM and ADA accessibility with the third-party safety consultant (CPSI)
- Provide Rough Order Magnitude pricing of modelled concept design

2.4 Playground Quote & Preliminary Drawing Documents

- Coordination of playground equipment locations and preliminary footing locations, etc. with project team
- Presentation of final pricing and deliverables
- Tender documentation coordination

3. DESIGN DELIVERABLES

Earthscape will provide the following deliverables throughout the design process:

3.1 Concept Design

- A summary of principal design requirements and playground functional considerations with precedent images, a statement of design intent or narrative, and hand sketches.

3.2 Design Program

- A presentation of the preferred design concept using 3D model renders in .pdf format

3.3 CAD Drawings

- .DWG format drawings presenting playground equipment and safety surfacing zones in plan and elevation views.

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3.4 Preliminary Drawing Set

- A complete set of drawings specifying Earthscape custom play features is provided. Drawings include elevation, plan and isometric drawings, key data, fall zone requirements, and typical foundation or footing details. CSI written specifications may accompany drawings.

3.5 Playground Quote

- An itemized price quotation of the elements to be fabricated and supplied by Earthscape will be provided at the end of the design process.

4. FABRICATION AND SUPPLY

Fabrication and supply will be completed as part of a Fabrication and Supply Agreement between Earthscape and the awarded contractor or owner. Engineered shop drawings for fabrication will be submitted for client approval as part of the Fabrication and Supply Agreement. Fabrication and supply work is expressly excluded from this design proposal. Schedule 1 will be added to this contract for the purpose of Fabrication, Supply, and Installation.

5. DESIGN FEE

The estimated fees to complete the scope of work described above are summarized in Table A. These fees do not include applicable taxes.

Table A Summary of Estimated Fees

Task	Hours	Cost
Review requirements with client, project kick off	4	$380.00
Site analysis and base plan preparation	8	$760.00
Produce client brief	8	$760.00
Concept plan preparation - 3D modelling	160	$15,200.00
ASTM 1487 compliance review	24	$2,280.00
Design revision and final review	60	$5,700.00
TOTAL USD	**264**	**$25,080.00**

6. TERMS OF PAYMENT

Invoices will be submitted monthly based on effort to date, with payment requested within 30 days or less. The following terms apply

- Holdbacks do not apply
- 5% discount if paid within 20 days
- This agreement is not subject to 3rd Party payment terms.

7. ENTIRE AGREEMENT

This agreement shall become binding upon written acceptance. This document shall constitute the entire agreement and be binding upon the parties, there being no covenants, promises or agreements,

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written or oral, except herein set forth. This agreement shall inure to the benefit of and be binding upon parties hereto and their respective heirs, executors, and successors.

Please sign below and return one copy to Earthscape if you wish for us to proceed with the work. Please let us know as soon as possible whether you are interested. If you have any questions, please contact us.

Sincerely,

Ross Ricupero
Project Manager
EARTHSCAPE PLAY INC.

I, the undersigned, having authority to bind the company, agree to this proposal in its entirety.

_____
Signature

_____
Name

_____
Date

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8. TERMS AND CONDITIONS

Applicable to all work unless otherwise specified in this proposal.

- **8.1 Acceptance**
  The Proposal is subject to revision if not accepted within 30 days.
- **8.2 Accessibility**
  The client acknowledges its responsibility to comply with Accessibility Legislation American with Disabilities Act (ADA), and has complied with the Sections of Accessibility Legislation that apply to Outdoor Playspaces. This client responsibility includes, but is not limited to, duty to consult. This playground design conforms to structural and physical Accessibility Legislation requirements including accessible path and ground level and elevated accessible play elements.
- **8.3 Contract**
  This document forms the contract in its entirety. No terms, including payment terms, from Constructor's contract shall apply.
- **8.4 Drawings**
  Earthscape drawings include Fall Surface Plan View, Basic Elevation, and Isometric drawings. Complete construction drawings can be provided, subject to signing a Non-Disclosure Agreement (NDA) by purchaser and its agents.
- **8.5 Instruments of Service**
  Earthscape reserves ownership of all drawings, specifications, and other documents, including those in electronic form, authored by Earthscape. Upon signing this contract, Earthscape grants the Owner a limited license to use the Instruments of Service solely for using and maintaining, or adding to the project. Detailed construction documentation is excluded.
- **8.6 Project Meetings**
  Project meetings will be conducted via teleconference.
- **8.7 Safety Standards**
  "Playground Safety Standards" refers to ASTM F-1487 current version in USA jurisdictions, and CSA Z614 current version in Canadian jurisdictions. Earthscape reserves the right to contract its own 3rd party Certified Playground Safety Inspector (CPSI). In the event of a dispute regarding Playground Safety Standard Compliance, the less stringent interpretation will apply.

earthscapeplay.com

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EXHIBIT F

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

PART I - GENERAL

1. Project Jacksonville Shipyard West Park Playground Design Proposal	**2. Proposal No. / Contract No.** 24-040 / TBD
3. Name of Consultant orSubconsultant: Earthscape Play	**4. Date of Proposal** 5/17/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer			$ 0.00	
Project Manager	$ 95.00	66	$ 6,270.00	
Design Engineer			$ 0.00	
Designer or Technician	$ 95.00	198	$ 18,810.00	
Drafter			$ 0.00	
Field Inspector			$ 0.00	
Clerical			$ 0.00	
TOTAL DIRECT LABOR	$ 95.00	264		$ 25,080.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate			**0** % x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 25,080.00**
8. PROFIT: Labor Related Costs (Item 7)			x **0%**	$ -

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 25,080.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

SCOPE OF CONSULTANT SERVICES

EXHIBIT A
TO
LANDSCAPE ARCHITECT'S WORK AUTHORIZATION

A. General Information. The professional services which Agency Landscape + Planning, LLC (Landscape Architect (LA)) has employed Simes & Rosch, LLC (ENGINEER) to provide under this Agreement are generally described as follows: "Shipyards West Park". This project will provide for a new 10 acre City of Jacksonville (COJ) waterfront park, including a two story multipurpose building and site as described in the COJ RFP, dated 12/06/21, and the latest design drawings for the project. Note that the design has been completed through the 60% design development milestone. The current design effort will provide 100% Construction Documents, including a 10,000 square foot museum that was not part of the original design scope. The part of the Project for which ENGINEER is to perform is the mechanical, electrical, plumbing, and fire protection design and is herein referred to as "This Part of the Project".

B. Mechanical Design. Mechanical design services shall include the design, plans and specifications for heating, ventilating and air conditioning (HVAC) systems for a typical multipurpose building and museum. Specifically, Simes and Rosch, LLC (ENGINEER) shall perform the calculations necessary to size & zone the HVAC equipment and ductwork, and provide related plans, equipment schedules, sections, details and specifications. The LA's Architect shall provide floor plans, elevations, wall sections, roof sections, window & door schedules and other information as necessary for calculation of heating and air conditioning loads, as well as required structural support and architectural roof and wall penetration details.

C. Plumbing Design. Plumbing design services shall include the design, plans and specifications for domestic water and drain, waste & vent systems for a typical multipurpose building and museum, including group bathrooms and a kitchen for a cafe. Fixture locations, quantities and types will be established by LA to suit the project program and floor plan. Specifically, ENGINEER shall perform the necessary calculations to size and layout the distribution systems within the building, and provide related plans, fixture schedules, risers, details and specifications. LA will provide, via the Civil Engineer for the project, a site plan which establishes the size, location and elevations of water & sewer services (including necessary appurtenances such as meters, backflow preventers, etc.) to the point of connection to the aforementioned building systems within 5 feet of the building foundation. A grease trap will be designed for the kitchen, if required.

D. Electrical Design. Electrical design services shall include the design, plans and specifications for lighting, power, and communications systems for a typical multipurpose building, museum and the site. Specifically, ENGINEER shall perform engineering calculations to include: short circuit, electrical load, voltage drop, and lighting calculations. The ENGINEER shall provide related plans, riser diagrams, panel and lighting schedules and electrical details as necessary to fully describe the electrical distribution system. This proposal assumes that the building will not require a standby or emergency generator. Additionally, the design for communications, audio-visual and security systems shall be limited to providing power, raceways, and boxes for such systems with system configuration and device locations provided by others.

E. Fire Suppression and Alarm Design. Fire Protection. If required, the construction documents will include a performance-based specification for fire suppression and alarm systems as

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required by the NFPA Life Safety Code and Florida Building Code. This contract assumes a fire pump or related storage tank is not required. Site fire protection design (i.e. hydrants and site piping) is excluded.

F. Deliverables. The ENGINEER shall provide the following:

(1) 50% CD, 90% and 100% Mechanical, Plumbing, Electrical, and Fire Protection Drawings (electronically in PDF format).

(2) Mechanical, Plumbing, Electrical, and Fire Protection specifications (electronically in PDF format).

(3) Florida Energy Code Data. The ENGINEER shall provide the Florida Energy Code submittals.

G. Construction Administration (CA). Not Applicable (to be contracted separately).

H. Meetings. The ENGINEER shall participate in person for the first design review meeting with the City. All other design meetings will be attended by teleconference.

I. Schedule. The ENGINEER shall complete the design phase described above by _____ (to be negotiated). However, LA understands that the ENGINEER cannot complete certain parts of the design without input from LA, LA's other engineering subcontractors, and the local electrical utility. If the ENGINEER is delayed because of this, the schedule for design will be renegotiated. Submittals will be reviewed within 10 working days of receipt.

J. Fee. Per the contract, LA agrees to pay ENGINEER a flat fee of **$225,019** for the project. Fee schedule is as follows:

50% CD submittal:	$107,500
90% Design Submittal:	$ 96,000
100% Design Submittal:	$ 21,519
Total:	$225,019

K. Exclusions. The following items are excluded from the Contract: cost estimating; reproduction costs; BIM modeling; utility or civil surveys; permitting of any kind; attendance at construction meetings; hazardous materials surveys or abatement; DQC responsibilities; commissioning or testing; metering of electrical equipment or feeders to establish demand; protective device coordination or arc flash studies; LCCA, Performance Rating Method or other energy analyses; engineering support for LEED accreditation or any other sustainability program; surveys or design for emergency responder or Area of Refuge communication systems; structural or seismic engineering; and the design of piers, boardwalk, or any other buildings or structures not mentioned in the proposal. This proposal assumes a separate food services designer will layout the kitchen area and select the kitchen equipment in the multipurpose building.

L. Commissioning. Should commissioning be required by the Florida Building Code (HVAC capacity greater than 40 tons), a separate proposal will be provided at a later date. Commissioning is not included in this base proposal.

M. Limits of Liability. The LA agrees that to the fullest extent permitted by law, the ENGINEER's maximum liability to the LA, OWNER, or any other party for any and all claims, actions,

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damages, losses, or injury (including death) resulting from the ENGINEER's alleged errors or omissions in the design of This Part of the Project shall be limited to the value of This Part of the Project or $50,000, whichever is less. In no event and under no circumstances shall ENGINEER be liable for incidental, indirect, special, contingent or consequential damages. For design build contracts, the ENGINEER shall not be liable for liquidated damages related to the construction contract schedule. Additionally, the ENGINEER shall not be liable for any delays in construction caused by supply chain issues or the Electrical Utility not being able to provide electrical service in time to meet the construction schedule.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Additional services determined to be out of the scope of this base contract shall be billed by the hour at the following rates, plus 10% profit and reimbursable expenses:

Principal	$215/hour
Senior Engineer/Senior Project Manager	$199/hour
Engineer	$160/hour
Designer	$99/hour
Administrative	$88/hour

These additional services shall not be performed without prior written agreement between LA and ENGINEER.

This document shall be an exhibit to the LA's standard work authorization. This Agreement supersedes all prior written or oral understandings. This contract is null and void if the base contract is not signed by both parties within 150 days.

ENGINEER:

David W. Simes, P.E. Date: 07/01/24
Managing Member

END OF EXHIBIT A

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EXHIBIT F

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

PART I - GENERAL

1. Project Shipyards West Park MEP and Fire Protection Design	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** May 17, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 89.58	80	$ 7,166.40	
Project Manager	$ 82.92	300	$ 24,876.00	
Design Engineer	$ 66.67	600	$ 40,002.00	
Designer or Technician	$ 41.25	230	$ 9,487.50	
Clerical	$ 36.67	8	$ 293.36	
TOTAL DIRECT LABOR	$ 67.18	1218		$ 81,825.26
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 122,737.89
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 204,563.15**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 20,456.32

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**225,019**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

the NDN COMPANIES

May 10, 2024

Agency Landscape + Planning
Attn: Susannah Ross, ASLA
91 Harvey Street, Suite 2
Cambridge, MA 02140

RE: Shipyards West Park Environmental Permitting and Benthic Survey

Dear Ms. Ross:

The NDN Companies (NDN) is pleased to submit a cost estimate to provide support through environmental permitting and coordination with state and Federal agencies, and documenting and filing procedures associated with an Environmental Resource Program (ERP) Permit and Section 404 permitting, as necessary, for the in-water construction associated with the proposed Shipyards West Park property in Jacksonville, Florida.

A description of the scope of work and associated costs are summarized in the following paragraphs.

PROJECT BACKGROUND
The proposed Shipyards West Park that is currently at a 60% design phase in Jacksonville, Florida, will include an ADA kayak launch, an over-water boardwalk connecting piers 2 and 3, numerous floating wetland structures, and demolition and reconstruction of pier 3 and pier 4. The reconstruction will require permit authorizations from both the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers Jacksonville District (USACE).

SCOPE OF WORK
The exact scope of work is yet to be defined and will be determined as the details of the project design move forward. This proposal includes the optional task of Benthic Surveying as the requirements/applicability of this task will not be known prior to regulatory review.

Planning Meetings
Conference Calls
NDN anticipates that multiple conference calls will be necessary for project planning purposes. Up to six (6) one-hour calls for a Project Manager and Environmental Scientist are budgeted for project planning and coordination.
Estimated cost - $2,660

On-Site Meetings
NDN anticipates that two (2) on-site meetings will be required with the design team and/or regulatory agencies. On-site meetings will include mobilization and up to four hours on site.
Estimated cost - $1,771

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the NDN COMPANIES

Permitting/Reporting Activities

NDN has estimated that up to 150 hours of time may be necessary to fulfil the requirements of permit application and submittal processes. NDN will provide support for permits that may include a USACE Nationwide Permit (NWP) and/or Individual Permit, and a FDEP ERP. An Application for Authorization to Use State-Owned Submerged Lands may be needed for preempted areas outside of the City owned land boundary. Pricing will allow for two rounds of requests for additional information (RAI) and subsequent responses.

Services that are not included with this estimate are bathymetric or elevation surveys, construction design plans or cross-sections, geotechnical surveys, or other engineering services.
Estimated cost - $19,950

Optional Task – Benthic Survey and Reporting

If deemed necessary, a survey would be conducted to define benthic habitat within the survey area that could potentially be impacted by the proposed activities. This scope includes identifying the main macroalgae and macrofaunal communities, as well as the type of bottom sediment present in areas where development is planned. Information recorded will establish a baseline before construction begins, which can be used to determine the likelihood of any impacts from construction. Due to seasonality restrictions, the survey would be completed between June 1 and September 30.

Throughout the survey area a quadrat sampling methodology and line intercept survey technique would be used. Plot surveys would consist of quarter meter square quadrats, divided into 5 x 5 cm grids laid over the survey area and any vegetated filled grids counted. The widely accepted Braun-Blanquet (Bb) scale would be used to calculate cover-abundance. Quadrat sampling would be conducted over a representative sample size (approximately 20%) of the actual survey area while line intercept transects would be performed throughout the survey area.

In addition to completed data forms for each quadrat plot, underwater photographs and video and a map set displaying submerged aquatic vegetation patches would be provided as an appendix of the survey report. The report would be submitted for review within 30-days of survey completion.

This proposal includes baseline survey efforts only. Any necessary monitoring, mitigation assessments, or post-construction assessments would be captured under a change order if required. Macroinvertebrate, invertebrate, or any other fauna sampling is not included in this task.

NDN will provide all tools, equipment, vessels/vehicles necessary to survey a nearshore area of up to 5-acres. The parameters and specific boundaries to be surveyed would be determined based on the results of project planning meetings.
Estimated cost - $12,299

COST ESTIMATE

Planning Meetings (Conference Calls)	$2,660.00
Planning Meetings (On-Site Meetings)	$1,771.00
Permitting/Reporting Activities	$19,950.00
Optional Task – Benthic Survey and Reporting	$12,849.00
TOTAL	**$37,230.00**

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the NDN COMPANIES

Additional meetings, consultation, or other services requested or required by you, or others (e.g., client representatives, attorneys, etc.) beyond the outlined scope of services will be invoiced on a time and materials basis, following your approval of the additional scope of services.

NDN appreciates the opportunity to provide you with this cost proposal. If this cost proposal, which incorporates the attached general terms and conditions, meet your approval, please sign and return the authorization for NDN to proceed. If you have any questions, please feel free to contact me at (772) 323-9673.

Sincerely,

Brandon Faustini
Project Manager
bfaustini@thendncompanies.com

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EXHIBIT F

the NDN COMPANIES

AGREEMENT

RE: Shipyards West Park Environmental Permitting and Benthic Survey

Invoicing and Payment Schedule

The NDN Companies will invoice for work completed in the proposal as a "Lump Sum" project at $37,230.00. The NDN Companies reserves the right to charge late invoices at a rate of 1-1/2% per month beyond 30 days. The NDN Companies reserves the right to add reasonable attorney's fees and collection fees if either an attorney or collection agency is used to secure pay for any outstanding invoices.

Authorization to Proceed

If you agree with the proposed scope of work, and the attached general terms and conditions, please return a signed copy of the cost estimate agreement to our office. Upon receipt of authorization to proceed, The NDN Companies will begin work. This proposal is valid for 90 days from submittal.

This document constitutes a legal contract under the laws of the State of Florida. The undersigned parties have reviewed this document and agree to the scope of work to be provided and the terms of the contract.

DATE: May 10, 2024

The NDN Companies

Brandon Faustini
Project Manager

DATE:

Ms. Susannah Ross, or
Authorized Representative

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EXHIBIT F

GENERAL TERMS AND CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 The NDN Companies, hereafter referred to as the "Consultant", has the responsibility for providing the services described under the "Scope of Work" section of the proposal, hereafter referred to as "Agreement", to that entity authorizing the Consultant to perform such work, heretofore referred to as the "Client". The work is to be performed according to accepted industry standards of care and is to be completed in a timely manner.

1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that site conditions may change from those observed at the site at the time work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 The Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

6.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

6.2 Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos.

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6.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials.

6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Client agrees that the Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed $50,000 or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee for the project or $500.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 8: INSURANCE

8.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save consultant harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, or other consultants employed by Client.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

9.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where the principal place of business is located and the Client waives the right to remove the action to any other county or jurisdiction; and
(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by either party upon seven days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

10.2 In the event of termination, or suspension of more than three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing such analyses, records and reports.

SECTION 11: ASSIGNS

11.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

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EXHIBIT F

SECTION 12: GOVERNING LAW AND SURVIVAL

12.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

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EXHIBIT F

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

PART I - GENERAL

1. Project Shipayds West Park Orignal Contract	**2. Proposal No. / Contract No.** P 34-22 / TBD
3. Name of Consultant orSubconsultant: The NDN Companies	**4. Date of Proposal** May 10, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager I	$ 48.37	164	$ 7,932.68	
Senior Scientist II	$ 48.37	66	$ 3,192.42	
Biologist III	$ 83.11	20	$ 1,662.17	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 51.15	250		$ 12,787.27
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 19,180.91
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 31,968.18**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 3,196.82

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Truck	$ 175.00	
Survey Equipment	$ 1,850.00	
Consumables	40.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 2,065.00
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 37,230.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

info@blueleaflandscape.com
1540 Pershing Road
Jacksonville, Florida 32205
p 904.517.1225

Agency Landscape + Planning
91 Harvey St Suite 2
Cambridge, MA 02140

7/01/2024

Proposal for Irrigation Design Services
RE: Shipyards West Park, Jacksonville

Blue Leaf Landscape will provide irrigation design as required by local governing authorities and the needs of the project/client. All design work will be coordinated with the appropriate team members and delivered in a timely manner in accordance with the project schedule. Electronic drawings will be delivered for general and signed & sealed/permitting purposes. Virtual meetings are included as needed.

- This proposal reflects all Irrigation design submittals for Schematic Design (SD), Design Development (DD) and Construction Documents/Permit Documents (CD).
- This proposal reflects coordination calls with the MEP and/or operations team during the design process.
- The irrigation plans shall show the location of the existing water source(s) the location of irrigation heads, drip lines, water lines or other items that will indicate one hundred (100) percent automatic irrigation is serving all required landscaped areas within phase 2 on the 60% plan as well as Pier 3.
- This proposal reflects time and travel for the irrigation specialist to visit the site two times during the design process.

Exclusions to this scope of work include but are not limited to: presentation graphics, design changes after acceptance as well as printing & courier services. All additional services: $175/hour unless otherwise specified.

Project Fee: $21,000

Sincerely,

BLUE LEAF LANDSCAPE, INC.

Margaret Gaffney-Cooke, RLA
Principal

Accepted by:

_____
Signature

_____
Printed Name & Title

Date_____

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EXHIBIT F

Blue Leaf Landscape
1540 Pershing Rd.
Jacksonville, FL 32205
(904) 728-0138

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EXHIBIT F

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

PART I - GENERAL

1. Project Shipyards West 60% - 100%	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Blue Leaf Design, Inc	**4. Date of Proposal** May 21, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$ 65.00	52	$ 3,380.00	
CAD technician	$ 25.00	12	$ 300.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 57.50	64		$ 3,680.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 5,520.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 9,200.00**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 920.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Irrigation	$ 11000	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 11,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 21,120.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, Florida 32207

phone 904.346.5468

April 5, 2024

Ms. Susannah Ross
Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02140

RE: Proposal for Environmental Consulting Services, 60% to 100% Design and Plans
Shipyards West Public Park Kids Kampus Replacement Project CIP

Dear Ms. Ross:

We appreciate the opportunity to continue providing environmental consulting services as part of the Agency Landscape + Planning Team for the City of Jacksonville's (City's) Shipyards West Public Park Design. We are pleased to provide this proposal for additional services in support of the Agency Landscape + Planning Team's design services.

Project Understanding

We understand that the City has requested that Agency Landscape + Planning provide a proposal for the design services needed to take the 60% Design drawings to 100% by the end of 2024. We understand that the following items are included in the next phase of work:

- 100% Construction Documents and specifications for all upland park development within the CIP to the Bay Street edge totaling $68 million in construction cost
- 100% Construction Documents and specifications for all Riverwalk work (not currently included in the $68M) currently totaling $7.6 million in construction cost
- Any additional written memorandums or reports as related to the Park Design and your specific discipline
- Progress submissions to the client at 50%, 90% and 100% CDs in early July, early November, and mid-December, respectively (dates are approximate).

Note: since our services are not associated with the civil and structural elements of the pier structures and boardwalk, our proposal does not include services associated with these elements.

Proposed Scope of Services

We propose to provide the following services:

- Participate in Team meetings and provide responses to Team members inquiries regarding the environmental quality of soil and groundwater on the site as it relates to Team specialties;
- Review of design documents prepared by others and provide input as requested;
- Prepare a revised Remedial Action Plan based on the 100% design plans and the results of soil and groundwater investigations results conducted during the 60% design phase;
- Submittal of the final Remedial Action Plan to the City of Jacksonville Environmental Programs group and the Florida Department of Environmental Protection (FDEP) for review and approval;
- Respond to City and FDEP requests for additional information;
- Prepare the remedial action Specifications for City procurement of a remedial contractor; and

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- Provide design of groundwater treatment system necessary for discharge of produced groundwater (from dewatering) to either the JEA sanitary sewer or to the St. Johns River and prepare permit applications to same.

Estimated Fees

Our estimated fee on a time and materials basis to provide the noted services is $38,636.68. Please find attached the City Contract Fee spreadsheet showing the estimated fee breakdown.

Authorization

Please provide an Agency Landscape + Planning agreement to authorize our services.

Schedule

We are prepared to initiate our services upon your written authorization.

Closing

We appreciate the opportunity to provide this proposal. If you have any questions concerning this proposal, please contact me at 904-346-5468 or mmechling@mechlingeng.com.

Sincerely,

Mechling Engineering & Consulting, Inc.

Mark Mechling, P.E.
Principal

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EXHIBIT F

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

PART I - GENERAL

1. Project Shipyards West - KKRP CIP	**2. Proposal No. / Contract No.** P-38-21, 71920-22
3. Name of Consultant or Subconsultant: Mechling Engineering & Consulting, Inc	**4. Date of Proposal** April 5, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal (P.E. or P.G.)	$ 78.36	50	$ 3,918.00	
Project Manager	$ 68.26	20	$ 1,365.20	
Senior Engineer (P.E.)	$ 68.26	50	$ 3,413.00	
Project Engineer	$ 46.15	90	$ 4,153.50	
CADD Designer	$ 40.00	30	$ 1,200.00	
TOTAL DIRECT LABOR	$ -	240	14,049.70	
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 21,074.55
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 35,124.25**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 3,512.43

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 38,636.68**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

May 22, 2024

Ms. Susannah Ross, ASLA
Agency Landscape + Planning, LLC
91 Harvey Street, Suite 2
Cambridge, MA 02140

Subject: Proposal for Supplemental Geotechnical Exploration and Engineering Services
Shipyards Park West – Boardwalk Exploration
Jacksonville, Florida
MAE Proposal No. 240172

Dear Ms. Ross:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal for a supplemental geotechnical exploration and engineering services for the Shipyards West development. We were requested to provide a fee estimate for a geotechnical exploration on May 15, 2024 by Agency Landscape + Planning (ALP). This exploration will include exploring the soils within the St. Johns River at specific locations designated by Moffat and Nichol (M&N) to aid in the design of the boardwalk. We were provided with a preliminary concept plan for the boardwalk showing the requested boring locations by Mr. Travis Cobb, PE, Structural Engineer at M&N, in the same request for proposal correspondence.

Geotechnical Scope of Work

The objective of this geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions within the planned bulkhead construction. Based on these assumptions, we anticipate the following field services:

Test Location	Test No. & Type	Test Depth below ground surface/mudline (Termination Elev., feet) [2]
Boardwalk Alignment	5 SPT [1] Borings with Rock Coring [3]	77 (-80)

1. Standard Penetration Test (SPT) Boring
2. The boring depth is based on the termination elevation of EL. -80 feet requested by M&N. Bathymetric survey data provided by ALP show the mudline elevation to be about EL. -3 feet at each boring location. The barge deck/drilling platform will be at about elevation EL. +10 feet, therefore the total boring depth from the barge deck to the requested termination elevation is 90 feet.
3. Per M&N requirements, two rock core runs (two 5-foot cores) are requested at each boring location. MAE will utilize either a double tube or triple tube rock core barrel yielding at least a 2.4-inch rock core sample to perform the rock coring. Rock coring will be performed using wireline methods using 6-inch temporary casing from the barge deck to the top of limestone. Rock recovery, rock quality distribution, and photos will be recorded during the exploration.
4. Please refer to the attached Field Exploration Plan for more information about our exploration.

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The site appears to be easily accessible with our truck-mounted drilling equipment operating on a spud barge. We will locate the borings using our hand-held GPS equipment, accurate to within 3 meters (+/- 10 feet), as requested.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the Owner. It should be noted that utility locate services require 10 business days for all utility locate requests within a body of water. All SPT borings will be performed in general accordance with ASTM D1586 procedures.

Once the SPT borings are completed, they will be backfilled with grout per St. Johns River Water Management District guidelines. We will take all reasonable precautions to prevent damage to the existing bulkhead. The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory, where the logs will be reviewed, and the samples will be classified, by a geotechnical engineer in general accordance with ASTM D2488.

Due to the likelihood of strong currents in this area of the St. Johns River, we will utilize a spud barge (approximately 45 feet wide by 120 feet long) to serve as a safe working platform for our drilling operation. The advantage of this spud barge is that it will create a safe working environment by providing adequate clearance from wake generated by large barges pushed by tugboats, ships or boats and providing stability and protection from the strong current.

Prior to mobilization, we will ensure a Notice-to-Local-Mariners is broadcast to ensure all mariners are aware of our work outside of the navigable channel of the St. Johns River. Once boring locations are confirmed, we will ascertain proposed work zones are outside of the channel, a United States Coast Guard permit is not required.

If unusual or unanticipated soil conditions are encountered during drilling prior to or at the anticipated termination depths, we will contact M&N immediately to discuss the matter. Rock coring and subsequent laboratory testing on rock cores will be performed as requested by M&N. We will not explore depths beyond our scope of services without the consent of the ALP.

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

As requested by M&N, unconfined compression testing will be performed on select core samples in accordance with ASTM D7012, Method C to aid in determining the shear strength of the limestone.

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

- Our understanding of the planned construction and general description of the project;
- A boring location plan detailing the location of each boring and type of equipment used;

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- Field exploration procedures and soil sampling (and rock coring) methods used, including color photos of the rock cores);
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer, any fluid loss(es) during drilling, SPT-N values at each sample interval, rock recovery, rock quality distribution, and time duration for each rock core run;
- The laboratory test procedures performed, and the results obtained;
- Recommendations for axial capacity (compressive and uplift) with appropriate Factors of Safety for 16-inch open ended steel pipe piles and 18-inch square pre-stressed precast concrete piles;
- Recommendations for engineering design parameters to assist with lateral response analysis (using All-Pile);
- Recommendations on the installation of the deep foundations with respect to subsoil conditions encountered and the pile section alternatives noted above; and
- Recommendations for quality control testing required during construction.

Based on the scope of the services outlined above, we propose to complete our work for the estimated fee shown in the table below.

DESCRIPTION OF SERVICE	ESTIMATED FEE
GEOTECHNICAL EXPLORATION & ENGINEERING SERVICES	
Field Exploration (Water SPT Borings with Rock Coring using wireline methods)	$ 66,700.00
Laboratory Testing (Soil index testing and unconfined compression on rock)	$ 12,650.00
Professional and Technical Services	$ 20,209.20
Spud Barge (daily rate, tug service, work boat) [1]	$ 113,000.00
TOTAL ESTIMATED FEE:	**$ 212,599.20**

1. The spud barge fee includes mobilization and demobilization using a tugboat. Up to 3 days per boring have been budgeted to complete the SPT borings with rock coring.

Once authorization is received, a utility locate request will be submitted. We will mobilize our equipment to the site within one week once the utilities have been located and marked, which is 10 working days after the request is made, and after M&N and ALP have approved our field exploration plan. We anticipate the fieldwork will take 3 weeks to complete. Verbal results can be provided within 2 to 3 days after completion of the field work. Laboratory testing will take up to two weeks to complete depending on the amount of lab testing assigned. We plan to submit our engineering report within 4 to 5 weeks following completion of the field exploration and laboratory testing programs. A final version of the report will be submitted one week following review and submittal of comments on our draft report.

We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation

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outside the scope of this proposal is necessary.

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

Sincerely,

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)

Marlon Verceles, E.I.
Staff Engineer

Brett H. Harbison, P.E.
Director, Geotechnical Services

Distribution: Ms. Susannah Ross – Agency Landscape + Planning
Ms. Myra Jones – Haskell
Mr. Travis Cobb – Moffatt & Nichol

Attachments: COJ Fee Summary
Proposed Boring Location Plan

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EXHIBIT F

PROPOSAL AUTHORIZATION

Proposal for Geotechnical Exploration and Engineering Services
Shipyards Park West – Boardwalk Exploration
MAE Proposal No. 240172

Billing Information:

Company Name: _____

Attention: _____

Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

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PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. RIGHT OF ENTRY

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

3. INVOICES

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

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

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

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

4. SAFETY

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

5. STANDARD OF CARE

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

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

6. INSURANCE

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

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds

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on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

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

8. DELAYS IN WORK

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

9. TERMINATION

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

10. ASSIGNS

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

11. OWNERSHIP OF DOCUMENTS

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

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

12. FAILURE TO FOLLOW RECOMMENDATIONS

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

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

15. HAZARDOUS MATERIALS

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

16. NON-HAZARDOUS SAMPLE DISPOSAL

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

17. AQUIFER CONTAMINATION

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

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

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

19. DEFINITIONS

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

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

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

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

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

20. NO PERSONAL LIABILITY

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

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

21. FORCE MAJEURE/COVID.

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

22. MISCELLANEOUS

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

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

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

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

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

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

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EXHIBIT F

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

PART I - GENERAL

1. Project Shipyard West Park - Boardwalk (Supplemental Geotechnical Exploration)	**2. Proposal No. / Contract No.** P-38-21
3. Name of Consultant orSubconsultant: Meskel & Associates Engineering, PLLC	**4. Date of Proposal** May 22, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 66.00	4	$ 264.00	
Senior Engineer	$ 56.00	24	$ 1,344.00	
Project Engineer	$ 38.00	48	$ 1,824.00	
Staff Engineer	$ 26.00	24	$ 624.00	
Senior Engineering Technician	$ 27.00	42	$ 1,134.00	
Draftsman/CAD Operator	$ 27.00	18	$ 486.00	
Clerical	$ 28.00	16	$ 448.00	
TOTAL DIRECT LABOR	$ 34.80	176		$ 6,124.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	200 % x Total Direct Labor			$ 12,248.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 18,372.00**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 1,837.20

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)				
Field Exploration - SPT Borings with Rock Coring to EL -80 feet (Two Rock Core Runs per boring, 4-inch Rock Core)			$ 66,700.00	
Laboratory Testing - Soil and Rock Specimens			$ 12,650.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 79,350.00
10. SUBCONSULTANTS (Lump Sum)				
Spud Barge Rental (Mobilization, Tug Boat, Barge)	1	$113,000.00	$ 113,000.00 $	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)				$ 113,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)				
			$	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 212,559.20**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT F

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: COJ Shipyards West-Boardwalk Exploration
County: Duval
FPN: N/A
FAP No.: N/A

Consultant Name: Meskel & Associates Engineering, Inc.
Consultant No.: 24972
Date: 5/22/2024
Estimator: B. Harrison

Staff Classification	Total Staff Hours From "SH Summary Form"	Principal Engineer	Senior Project Engineer	Project Engineer	Staff Engineer	Drafter	Senior Field Technician	Clerical	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$66.00	$56.00	$34.00	$28.00	$27.00	$27.00	$24.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	176	4	24	48	24	42	18	16	0	0	0	0	0	176	$6,124	$34.80
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	176	4	24	48	24	42	18	16	0	0	0	0	0	176		
Total Staff Cost		$264.00	$1,344.00	$1,824.00	$672.00	$1,134.00	$486.00	$448.00	$0.00	$0.00	$0.00	$0.00	$0.00		$6,124.00	$34.80

Check = $6,124.00

SALARY RELATED COSTS:					$6,124.00
OVERHEAD:		200 %			$12,248.00
OPERATING MARGIN:		10 %			$1,837.20
FCCM (Facilities Capital Cost Money):		0.00 %			$0.00
EXPENSES:		0.00 %			$0.00
SUBTOTAL ESTIMATED FEE:					$20,209.20
Survey (Field)	0	4-person crew	$	/ day	$0.00
Geotechnical Field and Lab Testing					$192,350.00
SUBTOTAL ESTIMATED FEE:					$212,559.20
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					$212,559.20

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

:66
:56
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:27

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EXHIBIT F

35. Geotechnical

Estimator: B.Harbison

COJ Shipyards West-Boardwalk Exploration

N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	0	0	
35.2	Develop Detailed Boring Location Plan	LS	1	0	0	
35.3	Stake Borings/Utility Clearance	Boring	0	0	0	
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	
35.6	Drilling Access Permits	Location	0	0	0	
35.7	Property Clearances	EA	0	0	0	
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	
35.10	Coordination of Field Work	100 lf of boring	0	0	0	
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0	0	0	
35.12	Design LBR	LS	1	0	0	
35.13	Laboratory Data	100 lf of boring	0	0	0	
35.14	Seasonal High Water Table	Boring	0	0	0	
35.15	Parameters for Water Retention Areas	EA	0	0	0	
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	1	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	
35.21	Geotechnical Recommendations	LS	1	0	0	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	
35.23	Preliminary Roadway Report	LS	1	0	0	
35.24	Final Report	EA	0	0	0	
35.25	Auger Boring Drafting	100 lf boring	0	0	0	
35.26	SPT Boring Drafting	100 lf boring	0	0	0	
				Roadway Geotechnical Subtotal	**0**	

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EXHIBIT F

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	4	4	Boardwalk: 5 Water Borings (90 feet each, includes 13 feet from barge deck to mudline)
35.28	Stake Borings/Utility Clearance	Boring	6	0.5	3	WATER SPT Borings to an elevation of -80 feet - Assume barge from +10 to +3 feet, Mudline at -3 feet (survey), drilling from -3 to -80 feet
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	- Boring depths based on Moffatt & Nichol requirements - 10 feet of rock coring per boring
35.30	Drilling Access Permits	Location	1	12	12	Notice to Local Mariners for Barge Drilling; Coordinate with property owners for land borings
35.31	Property Clearances	EA	0	0	0	N/A
35.32	Collection of Corrosion Samples	EA	0	0	0	N/A
35.33	Coordination of Field Work	100 lf of boring	4.5	2.5	11	5 SPT Borings to 90 feet each (Water) = 450 LF SPT/Coring
35.34	Soil and Rock Classification - Structures	100 lf of boring	4.5	2	9	
35.35	Tabulation of Laboratory Data	100 lf of boring	4.5	1.5	7	
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	N/A
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	N/A - Pile Foundation Alternatives provided by Moffatt & Nichol
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	5	2	10	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	5	2	10	
35.40	Lateral Load Analysis (Optional)	Bridge boring	5	1	5	All-Pile/L-Pile Soil Parameters for use by Moffatt & Nichol
35.41	Walls	Wall Boring	0	0	0	N/A
35.42	Sheet Pile Wall Analysis	Wall Boring	0	0	0	N/A
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	N/A
35.44	Box Culvert Analysis	EA	0	0	0	N/A
35.45	Preliminary Report - BDR	EA	0	0	0	N/A
35.46	Final Report - Bridge and Associated Walls	EA	1	40	40	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	N/A
35.48	SPT Boring Drafting	100 lf of boring	4.5	4	18	
35.49	Other Geotechnical	LS	1	0	0	N/A
				Structural Geotechnical Subtotal	**129**	
				Geotechnical Technical Subtotal	**129**	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	24	24	
35.52	Technical Meetings	LS	1	3	3	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	6	
35.54	Supervision	LS	%	5%	6	
				Geotechnical Nontechnical Subtotal	**39**	
35.55	Coordination	LS	%	5%	6	
				35. Geotechnical Total	**176**	

EXHIBIT F

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA			0			
Boring Layout Approval	EA			1			
Attend in BDR Review Meeting	EA			0			
30/60/90% Submittal Review	EA			0			
Other Meetings	EA			2			
Subtotal Technical Meetings				**3**		**Subtotal Project Manager Meetings**	**0**
Progress Meetings (if required by FDOT)	EA			0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA			0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**3**		**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 33.18

Carries to Tab 3

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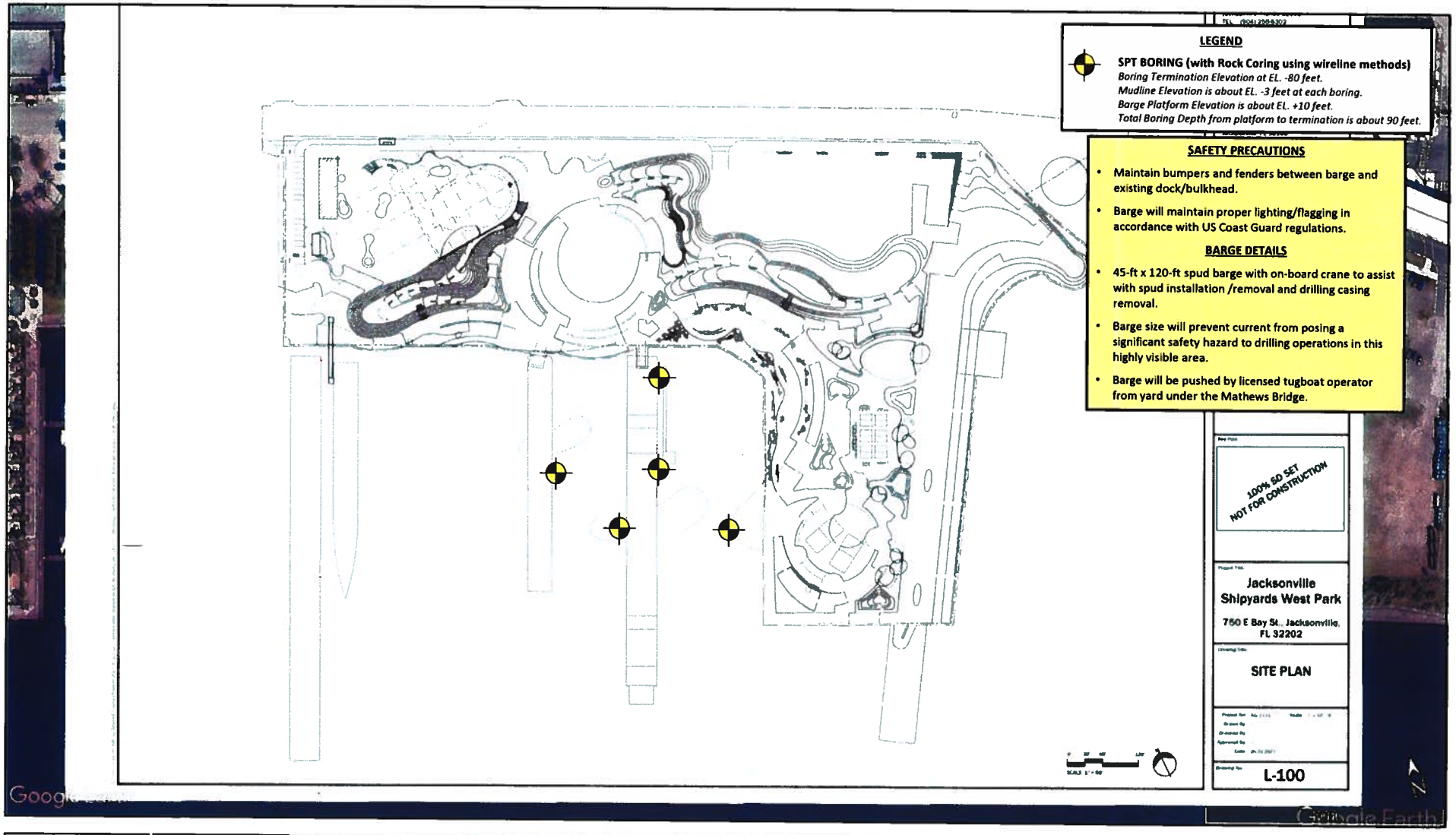
EXHIBIT F



Project Manager:	MCV	Project No.	240172
Drawn by:	MCV	Scale:	AS SHOWN
Checked by:	BHH	File Name:	240172.BLP
Approved by:	BHH	Date:	5/22/2024

MAE
Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing
3728 PHILIPS HIGHWAY – SUITE 208 • JACKSONVILLE, FLORIDA 32207
PH. (904) 519-6990 • FAX (904) 519-6992 • www.MeskelEngineering.com

PROPOSED BORING LOCATION PLAN

SHIPYARDS WEST – BOARDWALK EXPLORATION
JACKSONVILLE, FLORIDA

FIG NO. 1

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT F

Project Manager:	MCV	Project No.:	240172
Drawn by:	MCV	Scale:	AS SHOWN
Checked by:	BHH	File Name:	240172.BLP
Approved by:	BHH	Date:	5/22/2024

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PROPOSED BORING LOCATION PLAN

SHIPYARDS WEST – BOARDWALK EXPLORATION
JACKSONVILLE, FLORIDA

FIG NO. 2

Contract Purchase Agreement Release 651841-23 Change Order 4

Purchase Order	651841-23
Order Date	02-DEC-2022
Change Order	4
Change Order Date	25-NOV-2024
Revision	4
Ordered	7,634,711.00 USD
Order Amount Before Change	2,525,381.00 USD
Net Order Amount Changed	5,109,330.00 USD
Requisition Number	PWEN-500127-23
Solicitation Number	P-38-21
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Agency Landscape + Planning
1430 Massachusetts Ave, 4th Floor
CAMBRIDGE, MA 02138

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202 US

Notes

C/O to incorporate SOW EXB 'E' & Fee Summary EXB 'F' & increase max by $5,109,330.00 . Bal prior to increase $2,525,381.00 Amd #2

C/O to add PWEN as a BU per Using Agency

Shipyard West Public Park Design (CIP SCOPE)

DRAFT

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
31915	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer	Deliver To Contact
Benjamin Kemp Email: **BKemp@coj.net**	**Fay Deschenes** E-mail: **fayd@coj.net**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Shipyards West- Kids Kampus Replacement Pk Agency Landscape + Planning, LLC 71920-22 P-38-21 32124.153119.565031.010606.00000000.00000.0000000 This line references Document (Contract Purchase Agreement) POA-71920-22.	863,230.99				

Ship To **Promised** 863,230.99
Ed Ball 10th Floor

Contract Purchase Agreement Release 651841-23 Change Order 4

Line	Item	Price	Quantity	UOM	Ordered	Taxable

214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Requested
12/12/22

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **863,230.99**

2 Shipyards West- Kids Kampus Replacement PkAgency Landscape + Planning, LLC71920-22 P-38-21 — 521,981.01

32124.153119.565031.010606.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71920-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 521,981.01

Requested
12/12/22

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **521,981.01**

3 Shipyards West-Kids Kampus Replacement Park Agency Landscape + Planning, LLC
P-38-21 Contract 71902-22 Amend 1 PO 651841-23 — 525,979.84

32124.153119.565031.010606.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71920-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 525,979.84

Requested
11/22/23

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **525,979.84**

4 Shipyards West-Kids Kampus Replacement Park Agency Landscape + Planning, LLC
P-38-21 Contract 71902-22 Amend 1 PO 651841-23 — 25,694.02

32124.153119.565051.010606.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71920-22.

DRAFT

Contract Purchase Agreement Release 651841-23 Change Order 4

Line	Item	Price	Quantity	UOM	Ordered	Taxable

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised

Requested
11/22/23

25,694.02

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **25,694.02**

5 Shipyards West 588,495.14

32124.153119.565031.010606.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71920-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 588,495.14

Requested

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **588,495.14**

6 Shipyards West-Kids Kampus Replacement Park 5,109,330.00
Agency Landscape + Planning, LLC
P-38-21 Contract 71902-22 Amend 2 PO 651841-23

32124.153119.565051.010606.00000000.00000.0000000
This line references Document (Contract Purchase Agreement) POA-71920-22.

Ship To
Ed Ball 10th Floor
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202

Promised 5,109,330.00

Requested
12/6/24

Requested Date correspond to the date of arrival at the Ship-to Location.

Deliver To Contact Richard Cooper

Line Total **5,109,330.00**

Total **7,634,711.00**

DRAFT

Contract Purchase Agreement Release 651841-23 Change Order 4

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no. 59-89-0120K. Florida State sales and use tax exemption no. 85-8012621607C-8 All original invoices shall be submitted to: COJ1CloudInvoices@coj.net Email Subject: inv_300000008806179	Approved by Dustin L. Freeman, Chief of Procurement Division

DRAFT

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Contract Purchase Agreement Release 651841-23 Change Order 4

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby. All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted. Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes. (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000 344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from the date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the city as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed City contracts, transactions, accounts, and records, require the production of records, and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. OFFICE OF THE OMBUDSMAN: Failure to comply with the terms and conditions of a contract and/or failure to respond to the Notice of Non-Compliance may result in, but not be limited to, withholding of payment (s), breach of contract, cancellation of contract, filing against performance bonds(s) and disciplinary action, including contractor debarment, in accordance with Chapter 126. If a payment or performance dispute arises as to whether the contractor is in non-compliance, the complainant shall engage the Office of the Ombudsman to investigate the matter. During the period of any contest or dispute, the contractor shall otherwise continue to perform under the contract unless instructed otherwise.

8. ETHICS PROVISION FOR VENDORS/SUPPLIERS The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

9. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract, provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida, and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

11. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

12. ELECTRONIC PAYMENTS: The City of Jacksonville processes supplier payments through the Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to suppliers. During supplier registration, suppliers securely enter banking information on their profile.

13. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the city, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes.
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

14. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

15. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS: Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute, and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. The contractor shall pay all undisputed amounts due within the time limits imposed by this section.

a. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing, (ii) state the amount in dispute, (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. The contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
b. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks, and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

16. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

17. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

18. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the city has a current W-9 on file.

19. INDEMNIFICATION: The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

a. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

20. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

21. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

22. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The city or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the city or its agencies.

23. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms shall be Net 30 days, unless otherwise agreed upon between buyer and supplier. All original invoices shall be submitted to COJCloudInvoices@coj.net Email Subject: inv_300000008806179

24. REPORTING: The City may request reports including but not limited to, usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

25. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email, any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

26. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that the City in awarding contracts to vendors may not

a. Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and.
b. Give preference to a vendor based on the vendor's social, political, or ideological interests.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY.

November 2, 2023

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

Dear Mayor Deegan:

Ref: P-38-21 Shipyard West Public Park Design (Amendment No. 1)
Downtown Investment Authority(DIA)

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

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

That Contract No. 71920-22, originally executed August 23, 2022, between the City Of Jacksonville and Agency Landscape + Planning, LLC for Shipyard West-Kids Kampus Replacement Park CIP Scope be amended to ratify the contract from October 1, 2023 to date of award and change the contract period of service to project completion; incorporate the attached Scope of Services identified as Exhibit 'C' and Fee Summary identified as Exhibit 'D', increase the not-to-exceed limit for Design Services by $1,140,169.00 to a new limit $2,525,381.00; thereby increasing the maximum indebtedness by $1,140,169.00 to $2,525,381.00. All other terms and conditions shall remain the same.

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

Respectfully submitted,

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

APPROVED:

Karen Bowling

Donna Deegan, Mayor

This 3rd day of November, 2023

DF:ab

cc: Council Auditor
James McCain, OGC
Subcommittee Members

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

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

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

October 24, 2023

TO: Dustin Freeman, Chairman
Professional Services Evaluation Committee

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

FROM: Robin G. Smith, PE
Chief, Engineering & Construction Management

Daryl T. Joseph
Director, Parks, Recreation and Community Services

Lori Boyer
Downtown Investment Authority CEO

SUBJECT: Amendment 1/ PO 651841-23 P-38-21 Contract 71920-22
Agency Landscape + Planning, LLC
Shipyards West-Kids Kampus Replacement Park CIP Scope

As a result of expanded scope based on the 30% drawings estimated construction costs, additional services will be needed. Negotiations have resulted in the attached Scope of Services Exhibit C and Fee Summary, Exhibit D. The encouragement plan was utilized for this contract.

Accordingly, this is to recommend that contract 71920-22, originally executed August 23, 2022, between the City of Jacksonville and Agency Landscape + Planning, LLC for Shipyards West-Kids Kampus Replacement Park CIP Scope be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D to increase the Not to Exceed limit for Design Services by $1,140,169.00 to a new limit of $2,525,381.00, thereby increasing the maximum indebtedness by $1,140,169.00 to $2,525,381.00 and to change the project expiration from September 30, 2023 to Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

32124.153119.565031.010606.00000000.00000.0000000		$1,114,474.98
32124.153119.565051.010606.00000000.00000.0000000		$ 25,694.02
TOTAL		$1,140,169.00

NS/lw

Attachment: Exhibits C & D

cc: Jill Enz, Parks, Recreation and Entertainment

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT C

Jill Enz, PLA, ASLA
Chief of Natural and Marine Resources
City of Jacksonville | Parks, Recreation and Community Services
214 N. Hogan Street
Jacksonville, FL 32202

May 30, 2023

Re: Jacksonville Shipyard West Additional Services Request - Amendment #1 (Agency Project AG2133)

Dear Jill,

Per the requirements of the Services Contract (Contract) for the Shipyards West Park project, between the City of Jacksonville (Client) and Agency Landscape + Planning executed August 23, 2022, this is to request your consideration of an additional services request to adjust the fee based on an increase in the project budget.

The Contract anticipated a project of approximately $22.5 million dollars of construction including $4 million dollars of architecture. The approved 30% drawings describe approximately $50 million dollars of construction including $11M of architecture.

We are requesting the following additional fee to deliver 60% drawings:

Scope	Design Fee	Construction Cost	Fee for 60% Drawings*	Existing Fee	Proposed Additional Fee
60% Drawings	12%	$50,000,000	$1,500,000	$540,487	$959,513

*60% drawings typically represent 25% of the total design fee to get through construction.

Schedule

We anticipate 60% drawings to be delivered by November of 2023.

Compensation

Our estimated fee for this scope of services is $1,500,000. With credit remaining from the existing contract, this additional services request is for $959,513.

Sincerely,

Gina Ford

Gina Ford, FASLA
Principal and Co-Founder
Agency Landscape + Planning

Agency
Landscape + Planning

www.agencylp.com
91 Harvey Street, Suite 2
Cambridge, MA 02140

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT C

FEE BY TEAM: ADDITIONAL KKRP / CIP SCOPE

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART 1. GENERAL INFORMATION

Project: Shipyard West Public Park Design: Additional KKRP / CIP SCOPE	Proposal #P-38-21	Firm: Agency Landscape + Planning LLC	Date: 8/25/2023

PART 2. LABOR HOURS

Phase		Principal		Project Manager		Level 3 - Senior LA		Level 2 - LA		Level 1 - LA		Admin	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
		180	$90	240	$70	375	$50	700	$40	750	$35	41	$25
7. KKRP Additional Scope Design Development (60% Design)	7	154	$13,860	180	$12,600	300	$15,000	660	$26,400	700	$24,500	31	$783
8. KKRP Additional Scope Regulatory Approvals (60%)	8	26	$2,340	60	$4,200	75	$3,750	40	$1,600	50	$1,750	10	$250
Optional (Not in Contract)													
9. KKRP Scope Option to Proceed (by Client)	9	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
10. KKRP Scope Construction Documents (100%)	10	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
TOTAL DIRECT LABOR			$16,200		$16,800		$18,750		$28,000		$26,250		$1,033
Overhead (Combined Fringe Benefit & Administrative)													
Overhead Rate 150% x Total Direct Labor			$24,300		$25,200		$28,125		$42,000		$39,375		$1,550
SUBTOTAL: Labor + Overhead			$40,500		$42,000		$46,875		$70,000		$65,625		$2,583
Profit (Labor Related Costs) x 10%			$4,050		$4,200		$4,688		$7,000		$6,563		$258
TOTAL PART 2	$294,341		$44,550		$46,200		$51,563		$77,000		$72,188		$2,841

PART 3. OTHER COSTS

SUBCONSULTANTS (Worksheets available on request)		JSEB	JSEB $	JSEB %
Haskell	$93,654	N	$0	0.00%
HLB Lighting	$70,686	N	$0	0.00%
Mechling	$92,896	Y	$92,896	48.41%
Meskel	$105,036	Y	$105,036	54.73%
Moffatt & Nichol	$111,000	N	$0	0.00%
WXY	$191,900	N	$0	0.00%
Subconsultant Total	$665,172			
Subconsultant Total plus Total Part 2	$959,513		$197,932	21%
Reimbursable Travel Expenses (9% of fee)	$86,356			
Reimbursable Barge Rental Expense (if needed)	$94,300			
TOTAL PART 3	$1,140,169	Total Contract Value		

Schedule of Tasks	
7. KKRP Design Development (60% Design)	18 weeks
8. KKRP Regulatory Approvals (60%)	4 weeks
9. KKRP Scope Option to Proceed (by Client)	Not in Contract
10. KKRP Scope Construction Documents (100%)	Not in Contract

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

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

PART I - GENERAL

1. Project SHIPYARDS WEST - ADDITIONAL KIDS KAMPUS REPLACEMENT PARK CIP SCOPE SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: Agency Landscape + Planning	**4. Date of Proposal** August 24, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$ 90.00	180	$ 16,200.00	
Director & Project Manager	$ 70.00	240	$ 16,800.00	
L3 - Senior Landscape Architect	$ 50.00	375	$ 18,750.00	
L2 - Landscape Architect	$ 40.00	700	$ 28,000.00	
L1 - Landscape Designer	$ 35.00	750	$ 26,250.00	
Administrative	$ 25.00	41.32	$ 1,033.09	
			$ 0.00	
TOTAL DIRECT LABOR	$ 46.81	2286.3235		$ 107,033
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 160,550
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 267,583**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 26,758

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Reimbursable/Not to Exceed)			
Reimbursable Expenses (standard)	x 9%	$ 86,356.17	
Reimbursable Expenses (potential barge rental by Meskel)		$ 94300.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ 180,656
10. SUBCONSULTANTS (Lump Sum)			
- Civil, Structural, MEP Engineer (Haskell)		$ 93,654	
- Lighting Design (HLB)		$ 70,686	
- Environmental (Mechling)		$ 92,896	
- Geotechnical (Meskel)		$ 105,036	
- Marine Engineer (Moffatt & Nichol)		$ 111,000	
- Architect (WXY)		$ 191,900	
		$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			$ 665,172
11. SUBCONTRACTS (Reimbursable/Not to Exceed)			
- Survey		$	
- Geotechnical		$	
- Environmental		$	
		$	
		$	
		$	
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 1,140,169**
12. TOTAL PRIOR CONTRACT AMOUNT	$ 1,385,212.00
TOTAL AMENDED CONTRACT AMOUNT	$ 2,525,381.00

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EXHIBIT D

HASKELL

Jacksonville Shipyards West (SYW) - KKRP

50% DD - Haskell Additional Scope of Services

August 25, 2023

Dear Ms. Gina Ford,

The scope below outlines Haskell's proposed additional design services during the added 50% Design Development phase of the project including all design scope revisions after Task 6: Final Schematic Design.

Task 6.5: KKRP - 50% Design Development

- Site Coordination
  - Anticipated Remedial Action Plan with site environmental controls.
- Site Design
  - Revised Park & amenities Programming
  - Layout & Geometry Plan (*Haskell Civil*)
    - Existing Conditions Plan (2 sheets). (*Haskell Civil*)
    - Geometry Plan (2 sheets). Coordination with hardscape, site furnishings, play equipment, splash pad, and/or lighting. (*Haskell Civil*)
    - Geometry Details (1 sheet). (*Haskell Civil*)
  - Preliminary Site Grading & Drainage Plans (*Haskell Civil*)
    - Drainage Plan coordination with hardscape, site furnishings.
    - On-site stormwater conveyance systems to utilize offsite regional credits.
  - Erosion Control and Sedimentation Plan (*Haskell Civil*)
    - Erosion & Sediment Control Plan
  - Site Utility Plans (*Haskell Civil*)
    - Utility Plan coordination with hardscape, site furnishings
- Building Engineering Plans – Events Pavilion Design scope revisions and added Exhibit Space
  - Structural review of additional Geotechnical for revised design (*Haskell Structural*)
  - Additional Engineering support for revised architectural concepts:
    - Structural (*Haskell Structural*)
    - HVAC *(Haskell Mechanical*
    - Plumbing *(Haskell Plumbing)*
    - Electrical *(Haskell Electrical)*
- Estimate of probable construction cost (*Haskell Estimating*)
  - Assist Agency with additional construction costs overview for Design Scope revisions.
    - Site, Events Pavilion w/ Exhibit Space
    - Revised Civil, Structural, Mechanical, Electrical and Plumbing Designs
- Quality Assurance (*Haskell Quality*)
  - Review & coordination of additional geotechnical borings for Events Pavilion.
- Project Design Management and Administrative Support
- Additional AE meetings via Teams *(Haskell Design Team)*

[attached: DIA Shipyards West_CIP_Engineering Rate and Fee Form_Haskell_2023-08-25]

Sincerely,

Christopher D. Flagg, FASLA
Vice President, AE Operations Principal

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

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

PART I - GENERAL

1. Project DIA Shipyards West (CIP-KKRP) Additional Services - Added Scope	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: **Haskell**	**4. Date of Proposal** August 25, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Design Manager	$ 136.00	20	$ 2,720.00	
Design Engineer - Civil	$ 150.00	75	$ 11,250.00	
Designer - Civil	$ 70.00	50	$ 3,500.00	
Design Engineer - Structural	$ 145.00	22	$ 3,190.00	
Designer - Structural	$ 70.00	15	$ 1,050.00	
Design Engineer - Plumbing	$ 100.00	20	$ 2,000.00	
Design Engineer - Mechanical	$ 145.00	20	$ 2,900.00	
Designer - Mechanical	$ 70.00	10	$ 700.00	
Design Engineer - Electrical	$ 145.00	20	$ 2,900.00	
Designer - Electrical	$ 70.00	10	$ 700.00	
Estimating	$ 95.00	20	$ 1,900.00	
Quality Assurance	$ 95.00	10	$ 950.00	
Clerical - Admin Assistant	$ 37.00	8	$ 296.00	
TOTAL DIRECT LABOR	$ 113.52	300		$ 34,056.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		150 % x Total Direct Labor		$ 51,084.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 85,140.00**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 8,514.00

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 93,654.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

HLB

28 July 2023

Susannah Ross, ASLA
Director, Landscape Architect
Agency L+P
91 Harvey Street, Suite 2
Cambridge, MA 02140
617.686.6861
susannah@agencylp.com

Re: Jacksonville Shipyards West Public Park / Jacksonville, FL

Dear Susannah,

We are pleased to submit this Additional Services Request as lighting designers for the above project.

SCOPE OF WORK
The Scope of Services include 60% Design Development services for the CIP scope noted in the base proposal.

SCOPE OF SERVICES

The following professional services and deliverables are included as listed below. The Scope of Services assumes all "local" meetings will occur in Boston, MA.

1.1 Participate in conferences with the Client, Owner, Landscape Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters. Meetings and Travel: Time for up to ten (10) hours of local meetings or online conferences during this phase is included in the fee.

1.2 Prepare a Lighting Design Concept Package (8-1/2" x 11" or 11" x 17" digital format) with up to three (3) design schemes for each area type that includes: sketches, illustrated plans and elevations, imagery and other visual presentation elements required for communication of the lighting design intent within the Design Team.

1.3 Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires only and are not intended to create photo-realistic presentation renderings.

1.4 Prepare updated layouts of proposed luminaires on 2D AutoCAD backgrounds.

1.5 Prepare an updated Luminaire Schedule (single-name specification), Product Data Sheets, and sketch recommendations for architectural mounting details.

1.6 Prepare general specification Section 26 5113 Architectural Luminaires, Sources, and Components for the architectural luminaires (in CSI format).

1.7 Prepare preliminary Lighting Control Intent Zoning Diagrams.

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1.8 Provide assistance with the evaluation of a cost estimate (material cost only) prepared by the Contractor/Cost Estimator for specified luminaires and control equipment.

Deliverables in this phase:

- Up to two (2) issuances of the Lighting Design Concept Package
- Up to two (2) issuances of Luminaire Layouts
- Up to two (2) issuances of the Luminaire Schedule and Product Data Sheets Package
- Up to one (1) issuance of Architectural Luminaire Specification Section 26 5113
- Up to one (1) issuance of Control Intent Zoning Diagrams

COMPENSATION FOR PROFESSIONAL SERVICES

The Scope of Services listed herein will be provided as a fixed fee to be billed on a percent complete basis as follows:

CIP SCOPE OF WORK	FEE
60% Design Development	$64,987.63
General Reimbursable Expenses	$500

The proposal assumes all areas of the Project will be authorized and will proceed on a concurrent schedule. If areas or issuances of documents for the Project are not authorized or proceed on a non-concurrent schedule, the proposal will be subject to further negotiation.

Time spent in out-of-town travel is not anticipated and therefore is not included in the fee.

All other terms and conditions of our previous agreement shall remain in effect.

We trust the above meets with your approval and would appreciate your signing a copy of this additional service request and returning it to us at your earliest convenience. The returned copy will serve as our authorization to proceed.

ACCEPTED BY:

Horton Lees Brogden Lighting Design Inc.	Agency L+P
Robyn Goldstein	
SIGNATURE	SIGNATURE
Robyn Goldstein, IALD, MIES	
NAME	NAME
Principal	
TITLE	TITLE
28 July 2023	
DATE	DATE

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EXHIBIT D

Exhibit B

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

PART I - GENERAL

1. Project Project Name Orignal Contract	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: HLB Lighting Design	**3. Date of Proposal** 6/??/2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 85.98	60	$ 5,158.80	
Project Manager	$ 42.68	142	$ 6,060.56	
Design Engineer	$ 33.82	180	$ 6,087.60	
Designer or Technician			$ 0.00	
Drafter			$ 0.00	
Field Inspector			$ 0.00	
Clerical			$ 0.00	
TOTAL DIRECT LABOR	$ 45.31	382		$ 17,306.96
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 275.5 % x Total Direct Labor				$ 47,680.67
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 64,987.63**
8. PROFIT: Labor Related Costs (Item 7) x **8%**				$ 5,199.01

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 250.00	
Transportation & Shipping	$ 250.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 500.00
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 70,686.64**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

August 25, 2022

Ms. Susannah Ross
Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02140

RE: Proposal for Environmental Consulting Services, REVISION 2
Shipyards West Public Park Kids Kampus Replacement Project CIP

Dear Ms. Ross:

We appreciate the opportunity to continue providing environmental consulting services as part of the Agency Landscape + Planning Team for the City of Jacksonville's (City's) Shipyards West Public Park Design. We are pleased to provide this proposal for additional services in support of the Agency Landscape + Planning Team's design services.

Project Understanding

We understand that the City has requested that Agency Landscape + Planning provide a proposal for continuing design services for the Shipyards West Public Park Kids Kampus Replacement Project CIP. This proposal provides a preliminary additional scope of work and cost estimate for environmental consultation associated with services necessary to support civil engineering, landscape, and architectural design services and for select Florida Department of Environmental Protection (FDEP) and/or JEA (wastewater utility) environmental permitting that will be required. This proposal assumes that anticipated updates to the design plans will require services in addition to these. We will prepare a proposal for the additional services upon your request.

Proposed Scope of Services

We propose to provide the following services:

- Comparison of locations where civil and/or architectural design show installations or excavations that will extend beneath the elevation of the groundwater table to the locations where soil and groundwater quality data has been previously determined.
- Conduct a soil and groundwater investigation for locations where construction will extend to depths beneath the groundwater table where there is no existing soil and groundwater quality data.
- The soil and groundwater investigation will include installation of soil borings and temporary monitoring wells.
- Dependent upon the location on the site, soil samples will be collected and submitted to a laboratory certified by the State of Florida for some combination of analysis of VOCs by EPA Method 8260, SVOCs by EPA Method 8270, TRPH by the FL-PRO Method, 8 RCRA Metals, and TCLP 8 RCRA Metals.
- Also depending upon the location on the site, groundwater samples will be collected per DEP-SOP-01/01, properly preserved, and submitted to a laboratory certified by the State of Florida for some combination of analysis of VOCs by EPA Method 8260, SVOCs by EPA Method 8270, TRPH by the FL-PRO Method, the 8 RCRA metals plus antimony, chromium (total and hexavalent), copper, mercury, nickel, zinc, and hardness. Turbidity and pH will be measured in the field.

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- Prepare a report describing the investigation methodology and findings.
- Update the Soil Management Plan to revise waste disposal options and, if necessary, the Remedial Action Plan for the site based on the investigation findings.
- Prepare a site-specific environmental Health and Safety Plan for use during construction activities
- Prepare permit applications for discharge of produced groundwater (from dewatering) considering discharge to either the JEA sanitary sewer or to the St. Johns River. This task assumes that no design of treatment systems will be required.

Estimated Fees

Our estimated fee on a time and materials basis to provide the noted services is $92,896.17. Please find attached the City Contract Fee spreadsheet showing the estimated fee breakdown.

Authorization

Please provide an Agency Landscape + Planning agreement to authorize our services.

Schedule

We are prepared to initiate our services upon your written authorization.

Closing

We appreciate the opportunity to provide this proposal. If you have any questions concerning this proposal, please contact me at 904-346-5468 or mmechling@mechlingeng.com.

Sincerely,

Mechling Engineering & Consulting, Inc.

Mark Mechling, P.E.
Principal

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

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

PART I - GENERAL

1. Project Shipyards West - KKRP CIP	**2. Proposal No. / Contract No.** P-38-21, 71920-22
3. Name of Consultant or Subconsultant: Mechling Engineering & Consulting, Inc.	**4. Date of Proposal** August 25, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle (P.E. or P.G.)	$ 78.36	55	$ 4,309.80	
Project Manager	$ 64.90	55	$ 3,569.50	
Senior Engineer (P.E.)	$ 64.90	70	$ 4,543.00	
Project Engineer	$ 46.15	125	$ 5,768.75	
Staff Engineer	$ 36.18	95	$ 3,437.10	
CADD Designer	$ 40.00	40	$ 1,600.00	
Field Technician	$ 30.00	40	$ 1,200.00	
Clerical	$ 25.00	25	625.00	
TOTAL DIRECT LABOR	$ 49.61	505		$ 25,053.15
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 37,579.73
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 62,632.88**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 6,263.29

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Environmental Drillers	$ 8,500.00	
- Analytical Laboratory	$ 8,500.00	
- Survey	$ 2,500.00	
- Equipment Rental	$ 2,500.00	
- Consumables	$ 2,000.00	
	$	
SUB-TOTAL REIMBURSABLES		$ 24,000.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 92,896.17**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

EXHIBIT D

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

August 18, 2023

Ms. Abigail Fiala, PLA, ASLA
Agency Landscape + Planning, LLC
91 Harvey Street, Suite 2
Cambridge, MA 02140

Subject: Proposal for Geotechnical Exploration and Engineering Services
Shipyards Park West – CIP Supplemental
Jacksonville, Florida
MAE Proposal No. 033421.1

Dear Ms. Fiala:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal for the geotechnical exploration and engineering services for the Shipyards West development. We were requested to provide a supplemental exploration on July 25, 2023, for the bulkhead areas and for deep foundation recommendations for the pavilion structure. We were provided with a revised site plan showing the new site layout on August 15, 2023.

Geotechnical Scope of Work

The objective of this geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions within the existing bulkhead as well as the proposed pavilion construction. Based on the provided plans we understand up to 17 feet of fill may be placed on site. Based on these assumptions, we anticipate the following field services:

Test Location	Test No. & Type	Test Depth ft below ground surface
Bulkhead	17 SPT[1] Borings	80 to 100[2]
Pavilion	3 SPT[1] Borings	80

1. Standard Penetration Test (SPT) Boring
2. 14 Borings will be advanced 80 ft while the remaining borings will be advanced 100 ft.

Once the boring locations are determined, they will be staked/marked in the field and a Utility Locate Request will be filed with the Sunshine State One-Call (SSOC) system to attempt to locate existing underground utilities at the site in accordance with Florida law. We will also utilize a subcontractor to locate utilities not registered with the SSOC system. Any conflicts will be mitigated by moving the boring location a safe distance from the utility.

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

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed, and the samples classified by a geotechnical engineer. The soils will be classified using the Unified Soil Classification System (USCS).

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

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

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

Once authorization is received, boring locations will be chosen and agreed to, and a utility locate request will be submitted. We will mobilize our field crew to the site within one week once the utilities have been marked and located. We anticipate that the fieldwork will take 3 to 4 weeks to complete, weather permitting. Laboratory testing will take up to an additional 1 to 2 weeks depending on the amount of lab testing assigned. We plan to submit a draft version of our geotechnical report approximately 2 weeks after completion of the field and laboratory testing. A final version of the report will be submitted one week following review and submittal of comments on our draft report.

Based on the scope of the services outlined above, we propose completing our work for the estimated fee shown in the table below.

Bulkhead	
Description of Service	**Estimated Fee**
Field Exploration	$47,320.00
Laboratory Testing	$5,040.00
Professional and Technical Services	$32,813.22
Subtotal:	**$85,173.22**
Spud Barge (mobilization, tug service, work boat) if "water" borings from land side are unattainable. Will cost up to an additional:	$94,300.00

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Pavilion	
Description of Service	**Estimated Fee**
Field Exploration	$10,350.00
Laboratory Testing	$1,480.00
Professional and Technical Services	$8,033.16
Subtotal:	**$19,863.16**

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

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

Sincerely,
Meskel & Associates Engineering, PLLC

Kelly Marshall, P.E.
Senior Project Engineer

P. Rodney Mank, P.E.
Principal Engineer

Distribution:	Ms. Gina Ford, Principal – Agency Landscape + Planning	One (1) e-mail copy
	Ms. Susanna Ross, ASLA – Agency Landscape + Planning	One (1) e-mail copy
	Ms. Abigail Fiala, PLA, ASLA – Agency Landscape + Planning	One (1) e-mail copy

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EXHIBIT D

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Shipyard West Park - CIP Supplemental	**2. Contract No.** P-38-21
3. Name of Consultant Meskel & Associates Engineering, PLLC	**4. Date of Proposal** August 17, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Bulkhead				
Senior Project Engineer	$ 60.58	15	$ 908.70	
Project Engineer	$ 38.75	120	$ 4,650.00	
Driller	$ 24.83	30	$ 744.90	
Assistant Driller	$ 19.00	30	$ 570.00	
Draftsperson/CAD Operator	$ 28.00	30	$ 840.00	
Sr. Field Technician	$ 28.58	60	$ 1,714.80	
Clerical	$ 25.75	20	$ 515.00	
Pavilion				
Senior Project Engineer	$ 60.58	5	$ 302.90	
Project Engineer	$ 38.75	40	$ 1,550.00	
Draftsperson/CAD Operator	$ 28.00	8	$ 224.00	
Sr. Field Technician	$ 28.58	8	$ 228.64	
Clerical	$ 25.75	5	$ 128.75	
TOTAL DIRECT LABOR	$40.58	305		$ 12,377.69
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	200 % x Total Direct Labor			$ 24,755.38
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 37,133.07
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 3,713.31

PART III - OTHER COSTS

9. Miscellaneous Direct Costs				
Bulkhead				
Field Exploration				
Mobilization of Crew & Eq. -Truck Mounted Rig	1	$600.00	$ 600.00	
Movement of Crew & Eq. Between Boreholes	16	$185.00	$ 2,960.00	
SPT Boring : 0 to 30 feet, per LF	510	$14.00	$ 7,140.00	
SPT Boring : 30 to 50 feet, per LF	340	$16.50	$ 5,610.00	
SPT Boring : 50 to 100 feet, per LF	570	$18.00	$ 10,260.00	
Wash Borings : 0 to 50 feet, per LF	280	$11.50	$ 3,220.00	
Grouting of Borings, per LF	1420	$8.00	$ 11,360.00	
Setting 4-inch Casing, per LF	510	$11.00	$ 5,610.00	
Pavement Core with Patch	14	$40.00	$ 560.00	
Laboratory Testing				
Natural Moisture Content, ea.	50	$16.00	$ 800.00	
Sieve Analysis, ea. (-200 wash)	50	$60.00	$ 3,000.00	
Soil Gradation, ea	6	$65.00	$ 390.00	
Organic Content, ea	10	$40.00	$ 400.00	
Atterberg Limits, ea	5	$90.00	$ 450.00	

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EXHIBIT D

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Shipyard West Park - CIP Supplemental	**2. Contract No.** P-38-21
3. Name of Consultant Meskel & Associates Engineering, PLLC	**4. Date of Proposal** August 17, 2023

Pavilion

Field Exploration						
Mobilization of Crew & Eq. -Truck Mounted Rig	1	$600.00	$	600.00		
Movement of Crew & Eq. Between Boreholes	2	$185.00	$	370.00		
SPT Boring : 0 to 30 feet, per LF	90	$14.00	$	1,260.00		
SPT Boring : 30 to 50 feet, per LF	60	$16.50	$	990.00		
SPT Boring : 50 to 100 feet, per LF	90	$18.00	$	1,620.00		
Grouting of Borings, per LF	240	$8.00	$	1,920.00		
Setting 4-inch Casing, per LF	90	$11.00	$	990.00		
GPR Services – Utility Locates, Day	2	$1,300.00	$	2,600.00		
Laboratory Testing						
Natural Moisture Content, ea.	15	$16.00	$	240.00		
Sieve Analysis, ea. (-200 wash)	15	$60.00	$	900.00		
Organic Content, ea	4	$40.00	$	160.00		
Atterberg Limits, ea	2	$90.00	$	180.00		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					$	64,190.00
10. SUBCONTRACTS (Lump Sum)						
SUB-CONTRACT SUB-TOTAL					$	-
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)					$	105,036.38
11. REIMBURSABLE COSTS (Limiting Amount)						
Spud Barge (mobilization, tug service, work boat) if "water" borings from land side are unattainable. Will cost up to an additional:				94,300.00		
SUB-TOTAL REIMBURSABLES					$	94,300.00

PART IV - SUMMARY

12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	$	**199,336.38**

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EXHIBIT D

July 27, 2023

Agency Landscape + Planning
91 Harvey St. Suite 2,
Cambridge, MA 02140

Delivered via e-mail: susannah@agencylp.com; abigail@agencylp.com

Attn: Susannah Ross

Subject: **Jacksonville Shipyards Kids Kampus Replacement Park Design Development Additional Services Fee Proposal**

Dear Susannah:

At the outset of the Kids Kampus Replacement Park (KKRP) project, Moffatt & Nichol and Agency prepared a scope of work based on elements we assumed would be included in the design. Most of the focus was on the existing piers which are in the CRA area which only included Schematic Design (30%). As such, our proposal included minimal Design Development effort for the KKRP portion of the project.

As the project has progressed, Agency's design now includes modifications to the alignment of the edge of the existing riverwalk that will require structural detailing. Our understanding of the site conditions has also progressed and analysis of the existing landside relieving platforms and bulkheads is also needed with regards to planned fill, structures, and loading conditions.

The following scope of work represents our additional services needed to progress the design for the KKRP portion of the project to the DD stage which is approximately 60% of final design. The new tasks are numbered under original Task 7 for consistency with the original project responsibility matrix.

SCOPE OF WORK

TASK 7B – RIVER'S EDGE MODIFICATIONS DESIGN DEVELOPMENT

- Review as built and design drawings of existing riverwalk sections.
- Review expected use and loading conditions for the sections of areas to be modified.
- Develop member sizing and main structural detailing for cantilever sections to modify the edge alignment.
- Update opinion of probable construction cost for waterside elements to reflect design development.
- Does not include design of a replacement bulkhead or bulkhead repairs.
- Geotechnical borings will be needed to refine design.

TASK 7C – LANDSIDE RELIEVING PLATFORM REVIEW AND MINOR MODIFICATIONS

- Review as-built and design drawings of existing relieving platform structures.
- Review grading plans and evaluate potential impact of proposed loading on relieving platform structures.
- Provide alternatives to reinforce platform capacity where feasible.
- Evaluate modifications to relieving platforms to accommodate tree wells and other landscape objects.
- Provide design development drawings for minor modifications as needed.

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- Assumes capacity of platforms is per prior design.

TASK 7D – EXISTING BULKHEAD IMPACT ANALYSIS

- Review as-built and design drawings of bulkhead structures.
- Review grading plans and evaluate potential impact of proposal loading on bulkhead.
- Provide alternatives to reinforce bulkhead capacity where feasible.
- Does not include design of a replacement bulkhead or bulkhead repairs.

DEPENDENCIES

- This proposal does not include design of foundations for the proposed restaurant.
- This proposal does not include design of other platforms or structures beyond those indicated. This does not include the small platform at the foot of Pier 2 and on the West side of Pier 4

SCHEDULE

Analysis of the relieving platforms and bulkhead requires finalized grading plans and loading information. M&N will provide conceptual recommendations for modifications, if needed, 2 weeks after receipt of grading plans and other requested loading information.

Drawings of river's edge modifications will be provided 8 weeks after receipt of plan geometry, elevation information, and other requested loading information.

FEE SUMMARY

The following table outlines the fees associated with the above tasks divided between the two contracts.

KKRP Additional Services	
Task 7B – River's Edge Modifications Design Development	$55,000
Task 7C – Landside Relieving Platform Review and Minor Modifications	$28,000
Task 7D – Existing Bulkhead Impact Analysis	$28,000
Total	**$111,000**

Moffatt & Nichol looks forward to continuing to support Agency on this transformational project for Jacksonville. If you have any questions or concerns regarding this proposal, please contact me at (813) 463-4423 or mherrman@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL

Michael N. Herrman

Michael Herrman, PE
Vice President

Cc: Abigail Fiala

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EXHIBIT D

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

PART I - GENERAL

1. Project KKRP Design Development Add Services Orignal Contract	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: Moffatt & Nichol	**4. Date of Proposal** July 27, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Eng./PM	$ 108.86	24	$ 2,612.67	
Supervisory Eng.	$ 95.67		$ 0.00	
Senior Eng.	$ 85.77	64	$ 5,489.25	
Eng/Sci III	$ 67.63	180	$ 12,172.67	
Eng/Sci II	$ 57.73		$ 0.00	
Eng/Sci I	$ 47.83	160	$ 7,653.28	
Staff Eng	$ 41.24		$ 0.00	
Senior Tech	$ 56.08	74	$ 4,149.93	
Designer	$ 47.83		$ 0.00	
CADD II	$ 41.24	110	$ 4,535.89	
CADD I	$ 36.29		$ 0.00	
Word Processing	$ 37.94		$ 0.00	
TOTAL DIRECT LABOR	$ 59.83	612		$ 36,613.69

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	175.58 % x Total Direct Labor	$ 64,286.32
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 100,900.01**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 10,090.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 0.00	
Transportation & Shipping	$ 9.99	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 9.99
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 111,000.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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EXHIBIT D

W X **Y** architecture + urban design

25 Park Place, 5th Floor, New York, NY 10007
Tel 212.219.1953 Fax 212.274.1953 Web wxystudio.com

Principals
Claire Weisz
Mark Yoes
Layng Pew
Adam Lubinsky

August 4, 2023

Re: Jacksonville Shipyards West KKRP Replacement Park Scope Add Services (CIP)

Dear Ms. Gina Ford,

The scope below outlines WXY's proposed activities during the Design Development phase of the project. This scope is based on $11.17M of architectural work, as estimated following the SD phase.

Design Development (30-60% Design) (4 months)
During the Schematic Design phase, the design team advanced an initial concept and layout of buildings proposed for the CIP-designated portion of Shipyards West Park. This included a 22,240 sf parking structure with a 5,800 sf visitor center, a 2,980 sf park office/bike rental area, a 1,810 sf café, a 7,800 sf pavilion and a 10,000 sf exhibition space. Additionally, a number of park-supporting structures were developed to an SD level, including 6670 sf of shade structure area, a kayak storage locker, and two elevators to enhance the accessibility of historic sites, including the Fire Museum and the Orleck. For each of these structures, the design team conducted a variety of studies in concert with the site planning and landscape architecture to determine the placement of the buildings on the site, potential elevation, access, grading considerations, and initial approaches to the floor plan layout, architecture, parking and loading, and building massing. This work was compiled into the 100% SD submission provided to the client in early 2023. Following the SD phase the exhibition space was removed from the scope.

Shipyards West CIP Buildings Summary (per SD submission)			Cost/sf
Level 1 - Parking Garage	22,240	SF	$100
Level 1 - Visitor Center	5800	SF	$350
Level 1 - Park Office / Bike Rental	2980	SF	$350
Level 1 - Café	1810	SF	$350
Level 2 - Pavilion	7,800	SF	$350
Level 2 - Exhibit Space*	10,000	SF	$350
Park Support			
Shade Structures	6670	SF	$100
Kayak Storage Locker (standard unit)	1	EA	$17000
Fire Museum Elevator	1	EA	$912500
Orleck Access Elevator	1	EA	$912500

*Red indicates not in DD scope

The total direct construction cost estimate for the CIP buildings is equal to $11.17.

Building on the SD submission, the Design Development phase will advance the initial schematic design in tandem with the landscape architecture scope for park planning, civil engineering, and other sub-disciplines. Design Development will deepen the building design and expression, including an

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investigation of materiality, sustainability, building systems, rooftop elements, circulation, and façades. This phase will ensure compliance with local regulations, zoning, and building codes, and adjust the schematic design based on these inputs.

Design Development will consist of the following deliverables

- Preparation of (60%) Design Development drawings, in coordination with structural, landscape, mechanical and electrical systems integrated into the architectural design
- Building Plans, sections, elevations, details, and schedules
- Preliminary detailing of elements including steps, ramps, railings, fencing, gates, and elevators.
- Supporting diagrams illustrating circulation, entrances, bike parking, and parking access.
- Flood resilience measures
- Development of parking garage plan, including circulation and pedestrian egress
- Coordination of waste, servicing, loading and delivery plans.
- Identification of materials consistent with the proposed architectural language
- Preparation of typical building elevations and sections, basic details of the exterior wall system, basic details of interiors including layout of a visitor center, park support office, catering kitchen and bathroom, small café, and ticket booth. This will include preliminary architectural interior layouts in coordination with structural and MEP disciplines.
- Design Development submission with design details outlined for all design concepts, MEP systems developed
- Coordination with Haskell deliverables, including plumbing, structural, electrical, fire protection systems, and energy infrastructure.
- 3D drawings of the building exterior showing proposed materials
- 3D drawings illustrating proposed architecture in coordination with the landscape
- Review for compliance with relevant local codes, statues, and other requirements
- Architectural development for two elevators, one connecting to the Orleck and a second connecting to the Fire Museum.
- Development of typical details and materials for up to 6670 sf of shade structures on Pier 4
- Weekly internal and client meetings

Total Fee:	**$271,900**
Original Fee (DD only):	$80,000
Projected Additional Services Fee:	$191,900

ASSUMPTIONS & EXCLUSIONS

- Depending on how the project unfolds, services included in this scope are subject to change.
- The project is based on a cost estimate of $11.17M. Should the cost estimate increase, this scope may need to be reevaluated.
- Additional items, such as external renderings, 3D printed models, etc. are not included in this scope.

Sincerely,

Claire Weisz
Founding Principal

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EXHIBIT D

WXY architecture + urban design

This Agreement entered into as of the day and year first written above.

CLIENT

_____

(Signature)

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EXHIBIT D

Exhibit B

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

PART I - GENERAL

1. Project Jacksonville Shipyards KKRP Replacement Park (CIP) Orignal Contract	**2. Proposal No. / Contract No.** P-38-21 / TBD
3. Name of Consultant orSubconsultant: WXY architecture + urban design	**4. Date of Proposal** August 4, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal-in-Charge	$ 132.00	35	$ 4,620.00	
Associate Principal	$ 88.00	65	$ 5,720.00	
Associate	$ 66.00	345	$ 22,770.00	
Architectural Designer	$ 56.00	650	$ 36,400.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 63.48	1095		$ 69,510.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor				$ 104,265.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 173,775.00**
8. PROFIT: Labor Related Costs (Item 7) x **10%**				$ 17,377.50

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 200.00	
Transportation & Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 200.00
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 191,352.50**
12. TOTAL PRIOR CONTRACT AMOUNT	
TOTAL AMENDED CONTRACT AMOUNT	$ 191,352.50

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SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AGENCY LANDSCAPE + PLANNING, LLC
FOR
SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE

#71920-22

THIS CONTRACT, made and entered into this 23 day of August, 2022 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "City"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and AGENCY LANDSCAPE + PLANNING, LLC, a Massachusetts limited liability company (the "Contractor") with its principal offices at 91 Harvey Street, Suite 2, Cambridge, MA 02140.

WHEREAS, the City (as the "City") issued a Request for Proposal No. P-38-21 (including all addendum, the "RFP"), bid date January 12, 2022, for certain services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP dated January 19, 2022 consisting of 170 pages (the "Response"), the City has negotiated and awarded this Contract to Contractor;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Performance of Services. The Services will be performed by Contractor as specified in the RFP and the Response and in accordance with this Agreement and Exhibit A attached hereto, as more fully described in Exhibit B attached hereto, as applicable to the KKRP/CIP Scope of Work.

2. Compensation. Contractor will be paid by the City for the Services on a monthly basis on a work performed and invoiced basis, as further detailed in the RFP.

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED TWELVE AND NO/100 DOLLARS ($1,385,212.00).

4. Term. The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2023, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for one (1) additional six-month period by (i) the City in it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments;
- Any amendments to the RFP;
- Specific Information Regarding the RFP (Section 1 of the RFP);
- Description of Services and Deliverables (Section 4 of the RFP) ;
- General Instructions to Respondents (Section 2 of the RFP);
- General Terms and Conditions of Contract (Section 3 of the RFP);
- Any Purchase Order under the Contract;
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
c/o Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Guy Parola

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to the Contractor:

Agency Landscape + Planning, LLC
91 Harvey Street, Suite 2
Cambridge, MA 02140

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Susannah Ross, and the Contractor's Contract Manager is _____. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

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8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

[Remainder of page left blank intentionally. Signature page follows immediately.]

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

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

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
City Contract Number: 71920-22

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

_____
Type/Print Name

_____
Title

AGENCY LANDSCAPE + PLANNING, LLC, a Massachusetts limited liability company

By _____
Signature

Gina Ford
Type/Print Name

Principal Landscape Architect
Title

GC-#1510013-v1-Shipyard_West_Public_Park_Design_-_Agency_Landscape_and_Planning.doc

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

Exhibit A

Scope of Services and Fee Schedule

Docusign Envelope ID: 8CCE5768-21BF-4354-AD7F-8F75D672AAAE

FEE BY TEAM: KKRP / CIP SCOPE

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART 1. GENERAL INFORMATION

Project: Shipyard West Public Park Design: KKRP / CIP SCOPE	Proposal #P-38-21	Firm: Agency Landscape + Planning LLC	Date: 6/27/2022

PART 2. LABOR HOURS

Phase		Principal		Project Manager		Level 3 - Senior LA		Level 2 - LA		Level 1 - LA		Admin	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
		286	$90	357	$70	411	$50	516	$40	453	$35	50	$25
Mobilize	Task #												
1. Review Existing Conditions and Plans	1	4	$360	4	$280	20	$1,000	40	$1,600	1	$39	4	$140
2. Combined Kick-off Meeting	2	4	$360	4	$280	4	$200	2	$80	1	$35	4	$140
3. Project Schedule	3	2	$180	8	$560	4	$200	2	$80	1	$35	2	$70
4. Joint Shipyards West Master Plan Charrette	4	16	$1,440	16	$1,120	40	$2,000	24	$960	2	$53	2	$70
Envision													
5. Draft Schematic Design	5	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
6. Schematic Design (30% Design)	6	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
Document													
7. KKRP Design Development (60% Design)	7	80	$7,200	85	$5,950	120	$6,000	200	$8,000	240	$8,400	18	$630
8. KKRP Regulatory Approvals (60%)	8	20	$1,800	80	$5,600	23	$1,142	8	$320	8	$280	4	$140
Optional (Not in Contract)													
9. KKRP Scope Option to Proceed (by Client)	9	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
10. KKRP Scope Construction Documents (100%)	10	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
TOTAL DIRECT LABOR			**$25,740**		**$24,990**		**$20,542**		**$20,640**		**$15,841**		**$1,750**
Overhead (Combined Fringe Benefit & Administrative)													
*Overhead Rate **165%** x Total Direct Labor*			$42,471		$41,234		$33,893		$34,056		$26,138		$2,888
SUBTOTAL: Labor + Overhead			**$68,211**		**$66,224**		**$54,435**		**$54,696**		**$41,979**		**$4,638**
Profit (Labor Related Costs) x **10%**			$6,821		$6,622		$5,443		$5,470		$4,198		$464
TOTAL PART 2	**$319,200**		**$75,032**		**$72,846**		**$59,878**		**$60,166**		**$46,177**		**$5,101**

PART 3. OTHER COSTS

SUBCONSULTANTS (Worksheets available on request)			**JSEB**	
		JSEB	$	%
Acquity Design Group	$114,100	Y	$114,100	8.98%
DvdL	$48,400	N	$0	0.00%
ETM	$31,717	N	$0	0.00%
Fluidity Design Consultants	$81,000	N	$0	0.00%
Haskell	$210,541	N	$0	0.00%
HLB Lighting	$78,000	N	$0	0.00%
James Lima Planning and Design	$43,280	N	$0	0.00%
Mechling	$65,000	Y	$65,000	5.11%
Meskel	$57,600	Y	$57,600	4.53%
Moffatt & Nichol	$62,200	N	$0	0.00%
SSG	$17,400	Y	$17,400	1.37%
WXY	$142,400	N	$0	0.00%
Subconsultant Total	**$951,637**			
Subconsultant Total plus Total Part 2	**$1,270,837**		$254,100	**20%**
Reimbursable Expenses	$114,375			
TOTAL PART 3	**$1,385,212**	**Total Contract Value**		

Schedule of Tasks	
1. Review Existing Conditions and Plans	6 weeks
2. Combined Kick-off Meeting	Call/Trip
3. Project Schedule	4 weeks
4. Joint Shipyards West Master Plan Charrette	Milestone/Trip
5. Draft Schematic Design	8 weeks
6. Schematic Design (30% Design)	8 weeks
7. KKRP Design Development (60% Design)	18 weeks
8. KKRP Regulatory Approvals (60%)	4 weeks
9. KKRP Scope Option to Proceed (by Client)	Not in Contract
10. KKRP Scope Construction Documents (100%)	Not in Contract

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Exhibit B

Narrative Summary of Scope of Services

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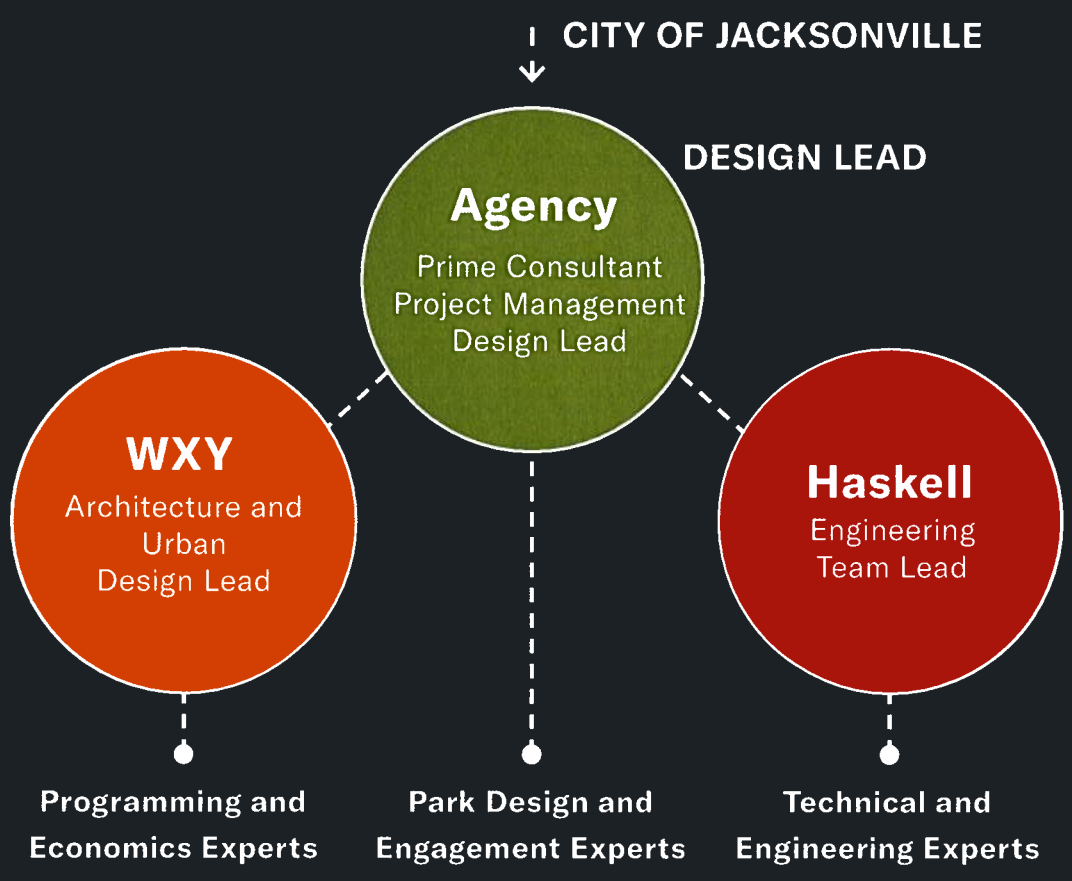
SCOPE OF SERVICES

Our team will be led by Agency as the prime consultant, contract holder and landscape design lead. Agency will manage the process and all team members, working closely with WXY (Urban Design and Architecture Lead) and Haskell (Engineering Lead). The design leads will work collaboratively with a potent bench of supporting experts.

Our team will convene weekly to charrette and share progress. We will meet and share work with the client team bi-weekly on average. We also recommend an alternating weekly project management meeting with Jill Enz, the city's point of contact, Guy Parola, the DIA's point of contact, and Susannah Ross, Agency's project manager. This administrative check-in will ensure alignment around objectives and milestones and allow any barriers to progress to be discussed and removed.

The following pages outline the scope of work, largely based on the tasks and schedule provided. We have expanded on these and clustered tasks into three phases of work we describe as Mobilize, Envision and Document. Early alignment, consistency and clear communication will be critical.



Project Organization Chart

The design process will be led by Agency, but will involve the orchestration of three significant areas of development. Agency will lead the overall project design, WXY will lead the urban design and architectural components and Haskell will lead engineering. Each of these design leads will help organize and integrate the specialist expertise of related subconsultants, though all will be contracted to Agency directly.

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MOBILIZE

The Agency team looks forward to kicking off this project and quickly but thoroughly executing the initial steps identified in the RFP, which will be critical for achieving excellent results in keeping with the desired schedule.

TASK 1 - Gather Base Information + Review Existing Conditions and Plans

Upon selection and execution of a contract the Agency team will attend an initial meeting with key City/ DIA employees necessary for explanation of existing conditions and plans. Distribution of all relevant documents and images will also occur at this time.

Following the meeting, the Agency team will immediately begin pouring through and synthesizing all documents, maps, and images provided by the Client. The goal is to quickly and intimately familiarize ourselves with the existing conditions of the Site, previous plans for the Riverfront, and the Jessie Ball DuPont Fund (JBDF) Activation Study.

We will also review existing, technical information related to site history, prior planning and environmental studies and any available technical base data.

TASK 2 - Combined Kick-off Meeting

Upon project initiation we will work with the Client to schedule an in-person kick-off meeting to include all key team members and City and DIA Stakeholders. At this meeting, the teams will begin the project orientation process, and establish common understanding of critical elements of the process, including: roles and responsibilities; project understanding, opportunities, and constraints; lines of authority; communication protocol; and schedule and milestones. Additionally we will review as a group the special requirements of the project—including the Client's desires for program elements on site, Fire Museum and USS Orleck needs, contamination issues, Sea-Level Rise mitigation, and the JBDF Activation Plan and Public Outreach.

We will review scope of technical studies gathered in Task 1. We will mobilize site topographic survey (including the roadway), underground utility identification, bathymetric survey infomation, geotechnical investigation for both CRA and KKRP, and visual inspection of marine infrastructure including docks - in coordination with DIA. Our work does not include in-water geotchnical investigation.

TASK 3 - Project Schedule

Within five business days of the Task 2 Kick-off Meeting, Agency team will prepare a preliminary project schedule for Client review. The schedule will reflect the Performance Deadlines outlined in Section 4.9, also shown in the graphical schedule on the following pages.

TASK 4 - Joint Shipyards West Master Plan Charrette

The Agency team will work with the Client to organize and host a series of meetings that together comprise a Master Plan Charrette, the outcome of which will be the foundation for the Shipyards West Master Plan and Schematic Design for both the Kids Kampus Replacement Park (KKRP) Scope and the Northbank CRA Scope. The participants in the Charrette will include leaders from the Parks & Recreation Department, DIA, the Chief Resiliency Officer, Public Works, and the JBDF.

Agency believes deeply in collaboration—with the

Engagement

Concurrent with Task 2 and 3, we will develop a process-wide engagement strategy to establish goals, strategies, tactics and timelines for public engagement. Building on past engagement efforts and feedback, we will synthesize recent feedback into a digest of community needs, gaps, and aspirations for the Shipyards West site.

Early public engagement could include:

- Interviews and focus groups
- Pop-up events and intercept activities
- Community-wide Visioning workshop

The timing and scope of these will be determined in collaboration with DIA at project onset.

* If more than one elected official attends, Agency acknowledges that a public meeting will be required.

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Client group, stakeholders, and the world class design team we have assembled for this project—and looks forward to designing a Charrette process that will result in a shared vision that will inspire and galvanize the collective team as we move the project forward.

This Task will include the following sub-tasks:

1. Pre-Charrette Planning—we will host meetings as needed to plan for the charrette, develop a schedule and agenda for the event, and conduct all required due diligence and site investigation to ensure maximum productivity for the charrette.
2. Charrette—we look forward to hosting a dynamic and stimulating series of sessions that will comprise the charrette as a whole. We will take the following steps: designate a physical location in a studio working space where collaboration sessions will happen, conduct in-person design workshop(s) and interviews with key City Departments (including City Council Members and other elected officials) and stakeholders, prepare summary presentations for each contract.*
3. Master Plan Charrette Reports—we will prepare a summary document for each contract that memorializes the charrette process and results and serves as a foundation for the process moving forward.

** The Agency team will provide a master plan for the site that locates a building program that could include all of the following: a restroom, a visitor center/ticket/ small museum for fire museum/Orleck, two additional buildings in City scope such as covered parking deck or pavillion, a food court or retail building on CRA scope / Bay frontage, one or more buildings on Hogan's Creek and at least one pier building.*

The Agency team will provide 30% and 60% drawings for two to three park-supporting structures such as park pavilions, shade structures, restrooms, public facility/hub, visitor center, etc. totalling up to $4M of construction cost. 60% drawings for a parking garage are included as an additional alternative and would require negotiated additional services.

ENVISION

Based on the shared vision for the project developed during the Mobilization phase, the Agency team will begin the process of realizing that vision by bringing to bear the technical and creative skill of the team assembled to initiate and deliver Schematic Design documents.

TASK 5 - Draft Schematic Design

The Agency team will develop draft design documents for each contract including the following:

- Program alternatives followed by a client-selected refined park program strategy
- Three or more alternative site layout plans with up to five revisions of client-preferred direction
- Character images
- Design alternatives
- Study models, if needed
- Preliminary utility/stormwater plans
- Conceptual grading plans to reinforce design alternatives
- Preliminary architectural plans, sections and elevations for all public buildings*.

Engagement

During the envision phase, we will draw on our team's creative tools to work with the community to dream big and have meaningful discussions about each scheme's impacts and opportunities. At this point, we will value collective discussions where differences of opinions or passionate support can be voiced. This might include:

- Interactive Community Charrette with Measurable Evaluation Activities
- Technical Discussions with Experts
- On-site communication to build awareness

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- Preliminary hardscape finishes, accent paving, site furnishings and schedule, including the Riverwalk
- Preliminary lighting plan, audio plan and equipment schedule
- Preliminary specialty plans for playground, play equipment, and other specialty equipment and facilities
- Preliminary plans for parking area/structure that are incorporated into the site design
- Climate change mitigation and resiliency plans
- Preliminary Remedial Action Plan identifying the environmental controls on the Site
- Illustrative elevations, composite sections, and 3-D imagery as needed. Topography will be presented to clarify visual, aesthetic adn resilience concerns.
- Evaluation of City code compliance
- Draft construction specifications outline (for KKRP)

Based on client approval of draft concept, we will develop a soil boring plan and mobilize geotechnical investigation at key locations related to significant above and below ground features.

TASK 6 - Schematic Design (30% Design)

Agency will coordinate a process of review, verification, and refinement of the Draft Schematic Design by the Client and Design team as well as conducting public outreach to seek input prior to finalizing the 30% Schematic Design. The effort will conclude with a summary presentation that clarifies the process and resulting modifications to the draft documents, to be embodied in the final Schematic Design documents, including for each contract:

- Summary document that memorializes the community input and results
- Final schematic design plans and documents
- Estimate of probable construction costs including design alternatives
- Downtown Development Review Board (DDRB) Courtesy Review submittal package (informational and comment only). This item follows the City Council 'Lunch and Learn' noted below.

For the KKRP Scope, presentations of the Master Plan and Schematic Design package to:

- City/DIA team
- City Council "Lunch & Learn" Workshop (single session for KKRP and CRA)
- Jacksonville Transportation Authority (JTA)
- Other community partners as necessary
- JEA

We will also support with materials, as needed, DIA as it updates other agencies at this point in the process.

For the Northbank CRA Scope, presentations of the Master Plan and Schematic Design package to:

- City/DIA team
- DIA Board
- City Council "Lunch & Learn" Workshop (single session for KKRP and CRA)
- DDRB Board

DOCUMENT

Based on the approved 30% design package, the Agency team will continue further detailed design for the KKRP, including the following tasks.

TASK 7 - KKRP Design Development (60% Design)

Following the acceptance by the City of the Schematic Design (30% design), the Agency team shall prepare the Design Development (60% design) for KKRP.

Based on the estimates of probable cost provided at the conclusion of Task 6, and at the direction of the City, Agency will contemplate phased implementation or construction and incorporate the recommended phasing into the Design Development package. The Design Development package will be thoroughly coordinated between design specialties and will include:

- Preferred site layout and geometry plan (with five revisions based on client feedback)

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- Typical cross section details
- Site grading and drainage plan with design calculations
- Erosion control and sedimentation plan
- Anticipated Remedial Action Plan identifying environmental controls on the Site
- Site utility plans and details
- Architectural and engineering plans that include materials, quantities, details, and structural, mechanical, electrical and plumbing as appropriate
- Hardscape plans, including details and finishes
- Site furnishings and play equipment plans, including details and schedule
- Preliminary lighting plan, audio plan and equipment schedule
- Preliminary specialty plans for any special elements, including water feature, play equipment, or other specialty equipment and features.
- Any further deliverables required for successful completion of FDEP and SJRWMD approvals as part of Task 8

The Consultant Team and City/DIA project team will review, verify and refine the design development and specification documents as needed. Agency will conclude this phase with a summary presentation to the Client. Deliverables for the 60% Design Development package will include:

- Estimate of probable construction cost, including, if necessary, a phased approach that accounts for a $9 million construction budget for Phase 1
- 60% design development plans and documents, factoring as needed a phased approach to construction
- Downtown Development Review Board [DDRB] submittal package for DDRB Final Approval.
- 60% construction specifications draft
- 60% geospatial 3D engineering model update
- Color plans, elevations, perspective renderings and marketing images

Engagement

As the project is fully designed, developed and moves through the approvals process, we will continue transparent communication with the community, seek to maintain excitement for implementation, and align the project with various department and external partner needs and values. We expect key engagement steps might include:

- Sharing and celebrating the final plan at a Community Gathering
- Updates, hearings, and coordination with key agencies
- Possible pop-up or temporary testing of design ideas and materials on-site to raise excitement and share future designs

- Presentation(s) of 60% Design Development to:
  - City/DIA staff
  - City Council 'Lunch and Learn'
  - KKRP to FDEP for FRDAP approval
  - Other community partners, if needed

TASK 8 - KKRP Regulatory Approvals (60%)

The Agency team will prepare submittal documents, and attend hearings for the required regulatory approvals, and provide informational updates as requested by the following city departments and state agencies, including but not limited to:

- DDRB (for conceptual review comments)
- DIA (informational only)
- City Council (informational only)
- Florida Department of Environmental Protection (FDEP), as it relates to the Brownfield and FRDAP Grant
- St. Johns River Water Management District (SJRWMD)

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The following tasks are not included in this scope of services or fee proposal, and are at the discretion of the City. They are provided here for infomation only.

TASK 9 - KKRP Scope Option to Proceed (by Client)

Upon completion and acceptance of the 60% Design Deliverables for the KKRP Scope, the City shall make a decision about whether to proceed to 100% Design with the Agency team or proceed with a Design-Build procurement. This decision shall be made within 45 days of receipt of the 60% design package.

TASK 10 - KKRP Scope Construction Documents (100%)

If notified by the City to proceed, and based upon input received from the 60% Design Development review by the Client and regulatory approvals required to proceed with design, the Design Team will prepare construction documents for the KKRP, or some portion of it as directed by the City. The Agency team shall obtain all necessary permits and provide drawings, plans and specifications meeting City of Jacksonville and other applicable codes. The design team will respond and edit as needed (based on ten set comments and bid documents). Construction documents will be submitted for Client review at the 90% and 100% levels of completion, and will include the following deliverables by discipline:

- Civil Engineering
  - Final site layout and geometric plan
  - Typical cross section details
  - Final site grading, paving and drainage plan
  - Final stormwater report with design calculations and exhibits
  - Final erosion control and sedimentation plan
  - Final site utility plans and details
  - General notes and details
  - Maintenance of traffic phasing plans
- Architectural site plan and details
  - Final construction plans and details for on-site structures.
  - Materials, quantities and details sufficient for permitting, bidding and construction.
  - Material samples and colors for review and approval.
  - Structural, mechanical, electrical and plumbing drawings as appropriate
- Landscape Architecture
  - Hardscape plan, including details and finishes
  - Streetscape plan, including details
  - Site furnishings and play equipment plans, including details and schedule
  - Planting plan, including details and schedule with quantities
  - Irrigation plan, if applicable, including details and specifications
  - Water feature plans, elevations, and details
- Electrical Engineering
  - Lighting plan including details and equipment schedule
  - Audio/visual plan including details, specifications and schedule
- Final Estimate of Probable Construction Cost
- Final Site Survey
- All necessary regulatory permits and approvals required to proceed to construction.

Both PDF and native software digital files of all products will be provided to the Client. The number of required printed copies deliverables to be provided will be determined during the contract negotiations process.

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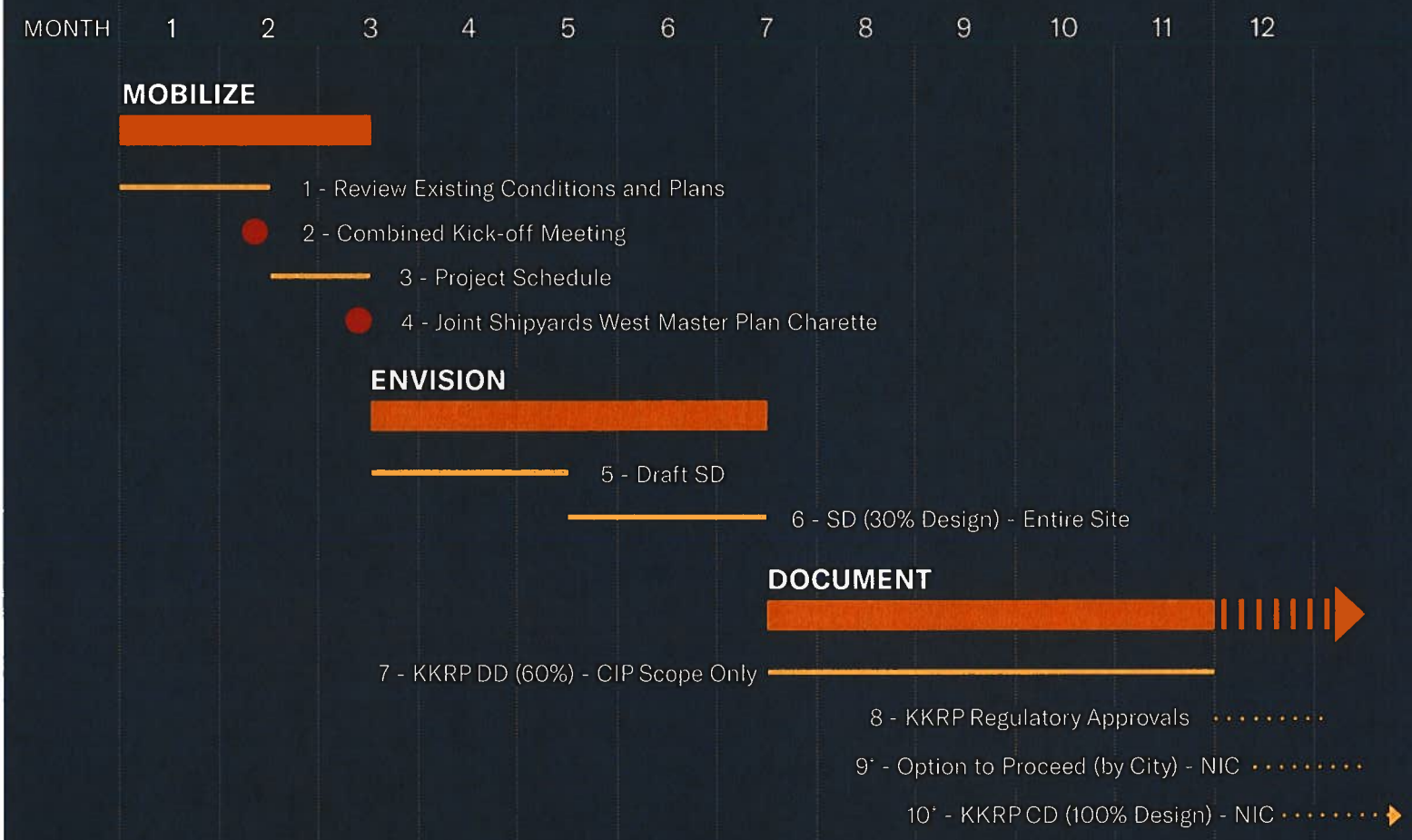
SCHEDULE



* Tasks 9 and 10 are not included in this contract and are pending City approval to proceed.
KKRP CD (100% Design) task (#10) is anticipated to be 7 months in total.

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FEE PROPOSAL

In response to your request, we are pleased to offer the following fee for the Shipyard West Public Park Design project. This proposal reflects the previously outlined scopes of services - and has been coordinated and verified with our broad, expert team.

We have provided the fee three ways.

In the Fee Guidance Chart, we show industry standard percentages for technical deliverables. It assumes a construction budget of $2.5M per acre - consistent with high quality parks of comparable scope and scale - and the site scale from take-offs of the diagram below.

In the Fee Summary, we identify fee by the major scope items for the entirety of the Shipyard West sites.

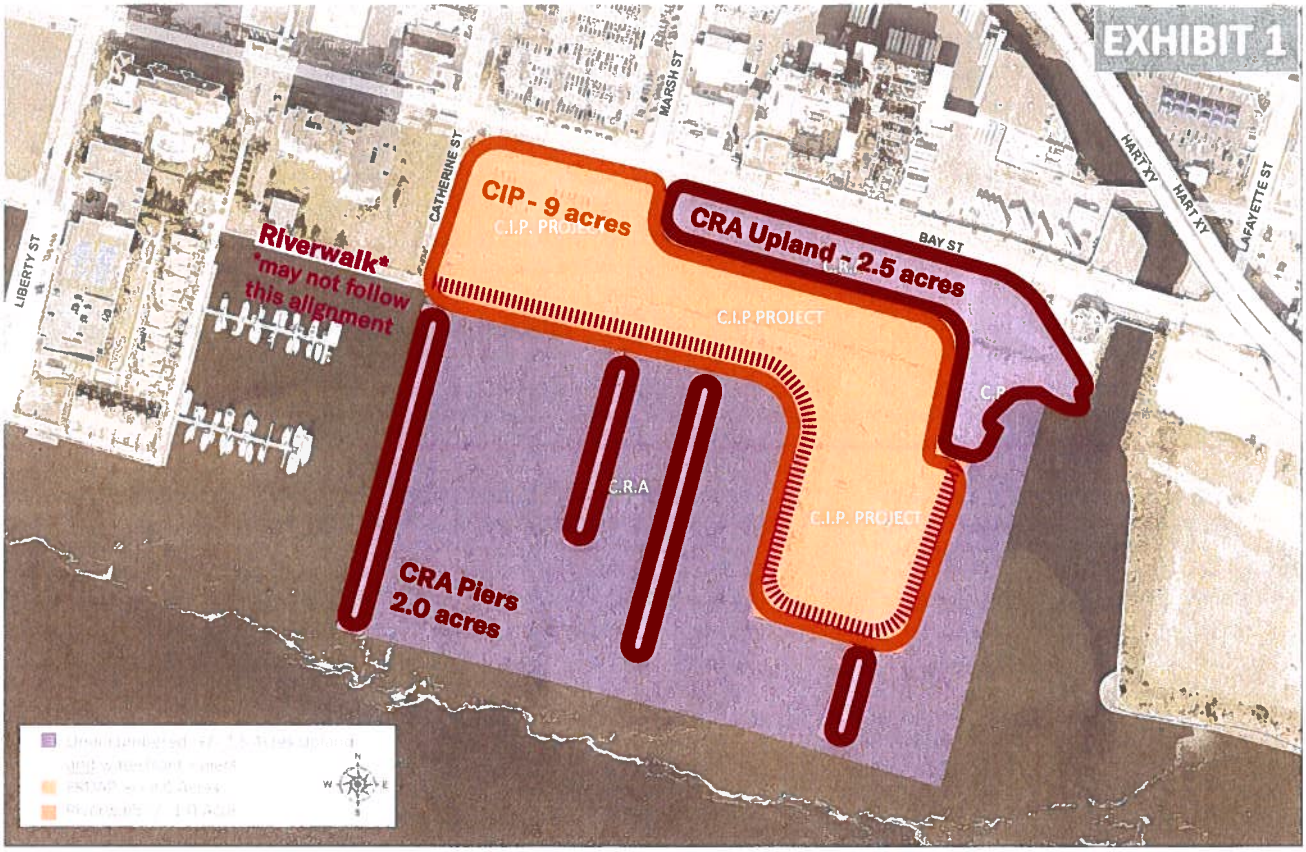
The pages that follow include breakdowns of the two scopes of work - one for the Northbank CRA Scope (CRA) and one for Kids Kampus Replacement Park CIP Scope including the Riverwalk (CIP).

The two work scopes are translated to a table modeled on the City's preferred format (including breakdowns of overhead and profit %s and JSEB requirements).

We have also included a budget of approximately 9% for reimbursable expenses including travel costs, printing and other project-specific expenses. We are flexible to expand or streamline scope to achieve your desired budget and results.

**The Agency team will provide a master plan for the site that locates a building program that could include all of the following: a restroom, a visitor center/ticket/small museum for fire museum/ Orleck, two additional buildings in City scope such as covered parking deck or pavillion, a food court or retail building on CRA scope / Bay frontage, one or more buildings on Hogan's Creek and at least one pier building.*

The Agency team will provide 30% and 60% drawings for two to three park-supporting structures such as park pavilions, shade structures, restrooms, public facility/hub, visitor center, etc. totalling up to $4M of construction cost. 60% drawings for a parking garage are included as an additional alternative and would require negotiated additional services.



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FEE GUIDANCE: INDUSTRY STANDARDS

	Site (acres)	Construction Cost ($2.5M/acre)	Total Assumed Design Fee (100% Design)	Notes
Schematic Design (30%)	13.5	$33,750,000*	$4,050,000	Design Fee is at 12% of construction cost. Note: fee provided below is to get to 30% design, which accounts for 15% of this total design fee.
Design Development (60%)	9	$22,500,000*	$2,025,000	Design Fee is at 9% of construction cost. Note: fee provided below is to get to 60% design, which accounts for 25% of this total design fee.

*** Based on comparable recent park projects, we might expect 12% of this cost ($4M for the entire site or $2.7M for the CIP site) to include architectural components (park pavilions, shade structures or the like). We have used this benchmark to scope architectural and supporting effort.**

FEE SUMMARY

	Site (acres)	Proposed Fee**	Notes
Schematic Design (30%)	13.5	$639,357.20	30% drawings equivalent to Schematic Design (15% of overall effort)
Design Development (60%)	9	$523,792.25	60% drawings equivalent to Design Development (25% of overall effort)
Community Engagement		$125,000.00	Includes communications, public outreach, branding and public engagement
Activation and Programming		$136,800.00	Park programming, activation, governance and placemaking economics
Enabling Work		$256,861.00	Survey, geotechnical and site/soil testing
		$151,326.94	Expenses (approx. 9%)
		$1,833,173.39	**Total Fee**

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City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

July 14, 2022

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

Dear Mayor Curry:

Ref: P-38-21 Shipyard West Public Park Design (CIP Scope of Services)
Downtown Investment Authority (DIA)/Parks, Recreation & Community Services Department

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

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

That the City of Jacksonville/Downtown Investment Authority enter into a contract with Agency Landscape + Planning, LLC, to provide the Shipyard West Public Park Design, that incorporates the attached Scope of Services and Fee Schedule identified as Exhibit 'B'; for a maximum indebtedness of $1,385,212. The period of service will be from execution of the contract through September 30, 2023, with one (1) 6-month renewal option available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.

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

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 15th day of July, 2022

GP ob

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

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

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Contract Purchase Agreement POA-71920-22

Agreement	POA-71920-22
Agreement Date	18-JUL-2022
Revision	0
Agreement Amount	1,385,212.00 USD
Solicitation Number	P-38-21

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Agency Landscape + Planning
91 Harvey Street, Suite 2
CAMBRIDGE, MA 02140

Notes Shipyard West Public Park Design (CIP SCOPE)

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
31915	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
14-Jul-2022	29-Sep-2023		Alexzandria Baker abaker@coj.netPhone 904-2558830	

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division