4

SUBJECT: DESIGN BUILD SERVICES FOR THE CATTLE BARNS AND JSO MOUNTED UNIT FACILITY PROJECTS

BID #: CDB-0059-23 **OPEN DATE:** 5/31/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Scherer Construction of North Florida, LLC, to implement Exhibit A for Design Build Services for Cattle Barns and JSO Mounted Unit Facility Projects. Negotiations resulted in the maximum not to exceed amount of $198,315.23. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 32124.153119.565051.010582.00000000.00000.0000000 – To be executed by formal contract execution through Office of General Counsel

ATTACHMENTS: Recommendation Memo, Exhibit A, Previous Award

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: : Nina Sickler, P.E. Director of Public Works

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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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
Jacksonville.gov

A NEW DAY

April 1, 2024

TO: Dustin Freeman
Chief of Procurement

FROM: Nina Sickler, P.E. DocuSigned by: 1EFA221D5D23487
Director of Public Works

Steven D. Long, Jr., P.E. DocuSigned by: FA79658741F24BC
Director of Operations

Daryl T. Joseph DocuSigned by: 05FF85FD2C5A429
Director, Parks, Recreation and Community Services

SUBJECT: Fee and Contract Award CDB-0059-23
Scherer Construction of North Florida, LLC
Design Build Services for Cattle Barns and JSO Mounted Unit Facility Projects

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Presentations were conducted and evaluated, and approval given for the final averaged scores and ranking. The Engineering Division has negotiated with the number (1) one ranked firm for Design Build Services for Cattle Barns and JSO Mounted Unit Facility Projects resulting in the attached Scope and Fee, Exhibit A. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Scherer Construction of North Florida, LLC for Design Build Services for Cattle Barns and JSO Mounted Unit Facility Projects that includes the attached Scope of Services and Fee, Exhibit A. The period of service will be project completion, with a maximum indebtedness of $198,315.23. All other terms and conditions are as provided in CDB-0059-23.

Funding is as follows:

Accounts	TOTAL
32124.153119.565051.010582.00000000.00000.0000000	$198,315.23
TOTAL:	$198,315.23

SDL/lw

Attachments: Exhibit A.

cc: Robert Scott, P.E. Engineering and Construction Management

DocuSign Envelope ID: F66CBCB6-2453-47D2-BEA9-934F80A88312

EXHIBIT A

SCHERER CONSTRUCTION

2504 NW 71 Place, Gainesville, FL 32653 Tel: (352) 371-1417
2926 Edison Avenue, Jacksonville, FL 32254 Tel: (904) 288-6060
www.schererconstruction.com
CGC057622 CGC1524022

March 11, 2024

Bob Scott
Project Manager
Public Works
214 N Hogan St
Jacksonville, FL 32202
(904) 255-8734

RE: **COJ Fair Arena & Barns**
Design Fee Proposal

We are pleased to submit this fee proposal for programming and conceptual design services for an arena and barns for the City of Jacksonville Fair. We are proposing a lump sum fee for this project and the scope described below, as detailed in the attached billable rate spreadsheet. We plan to use the consultants that we listed in our response to the RFQ:

$37,226.70	Scherer (architectural design, pre-construction, & project management)
$153,950.98	GAI (civil engineering, survey, geo-tech & wetland)
$2,250.00	IMEG (structural engineering)
$4,887.55	Simes & Rosch (MEP/FP engineering)
$198,315.23	Total Fee

PROJECT SCOPE:

The scope of this project includes the design and construction of a new stand-alone single-story building with associated sitework to be co-located with the Jacksonville Equestrian Center at the proposed new Fairgrounds on Normandy Blvd in Jacksonville, FL.

SITEWORK:

Sitework for this project will include preparing the building pad for the new buildings, grading the site to manage stormwater runoff and implement circulation and accessibility, providing parking, drives, and walkways to accommodate the desired circulation patterns on the site, providing and expanding site utilities to serve the new buildings and manage stormwater. See attached proposal from GAI Consultants for more detail.

BUILDING:

The goal for the design of this building is to recreate and improve upon the existing facilities currently at the old fairgrounds for holding and exhibiting animals and events for the annual county fair and to allow for use of the facilities by the Equestrian Center for holding horses and events. A preliminary understanding of the spaces and functions that will be included in this building consists of the following:

- Arena (20,000 sf)
  - Exhibition Space
  - Seating / Bleachers
  - A sand floor Show Ring
  - Holding for Chickens, Goats, and Rabbits
  - (3) Offices for organizations
  - Restrooms for the general public during events

  - Restrooms with showers for vendors/exhibitors
  - The arena is enclosed with natural ventilation systems, except that offices and restrooms will be conditioned
- Barns (24,000 sf)
  - Holding pens for cattle and swine (that can also be used for horses when the fair is not in session)
  - Pens are arranged in aisles and separated with low walls or removable rails to control circulation, tie-offs for the animals will be provided at regular intervals, water and power will be provided as determined during design
  - The barns are open air but covered with a roof, ventilation is enhanced with fans
- Washdown/Grooming Area (6,000 sf)
  - Located in the center of the barn for easy access for all animals
  - The washdown area is open air but covered with a roof, ventilation is enhanced with fans
- It is anticipated that this building is a Pre-Engineered Metal Building (PEMB) on a concrete slab with metal roof and wall panels and a masonry wainscot up to a touchable height

A preliminary budget has been established for the project at $3,000,000 including all associated sitework and infrastructure, however it is our understanding that the City will pursue additional funding to ensure that the full scope of work can be achieved,

SERVICES & DELIVERABLES:

Services to be provided for this phase of the project include programming and conceptual design for the new building and site to define the scope of work for the project that will clarify and refine needs based on stated preliminary requirements and meetings with the owner and user groups, adequately convey the owner's intention for the new building, and serve as a guide for completion of the design documents.

During this phase the team will meet with project stakeholders, gather information, get a better understanding of the goals for the project, generate and discuss options, research infrastructure, covenants, and code requirements that will impact this project, and come to a consensus on a viable design that can be taken forward and developed further in subsequent design phases.

Deliverables for our scope of work in this initial phase of design include the following:

- A boundary / topographic survey to define and locate all existing site elements, utilities, buildings, and trees within the area determined appropriate to cover the necessary scope of work (underground utilities will be based on available documentation of existing systems).
- A geotechnical investigation & report to provide the necessary information for suitability, bearing capacity, percolation rates, and other data regarding existing soils.
- A facility program that will provide a comprehensive listing of all the spatial and functional needs of the project in a spreadsheet, identifying each room or area to be included in the design with corresponding function, size, occupants, adjacency, and any special requirements. Additionally, a preliminary study will be conducted to determine code requirements that will need to be incorporated into the design.
- A conceptual site plan that will locate the proposed buildings, and show at a conceptual level the existing and new infrastructure, circulation patterns, roadways, walking paths, parking, stormwater facilities, and landscaping.
- Conceptual floor plans of the proposed buildings, identifying function, size, and capacity, for each area as well as overall size of the building.

- Conceptual building elevations indicating the geometry of the proposed design and materials to be used in the exterior envelope of the building.
- 3D images of the buildings to enhance visualization of the designs.
- Brief narrative descriptions of the proposed systems required to serve the buildings including structural, HVAC, plumbing, electrical, and fire protection (if required).
- A budgetary estimate (rough order of magnitude) of the anticipated construction cost.

SCHEDULE & MEETINGS:

We anticipate that the duration for the Programming and Conceptual Design Phase will be approximately 6-8 weeks. This timeframe typically allows for the generation of viable designs and thorough reviews while enabling the decision-making process to be more fully vetted to arrive at a consensus for the best solution(s).

We are planning several meetings during Conceptual Design to facilitate discussions and review design options with the owner and user groups:

- Meeting #1 – Information gathering to get a better understanding of the goals for the project and proposed functional uses for the buildings.
- Meeting #2 – Review the program and initiate general layout concepts for the site and buildings and discuss potential options for the visual impact of the design, materials and systems to be considered and advantages or disadvantages of the proposed options.
- Meeting #3 – Review the proposed conceptual design and gather comments to be incorporated into the design.
- Meeting #4 (if required) – Review the conceptual design and anticipated budget and obtain approval to proceed to the next phase of design.

EXCLUSIONS & QUALIFICATIONS:

This proposal is for the development of a facility program and conceptual design only. The intention of this design phase is not to achieve a perfect and complete design, but rather to produce a viable definition of the project scope that will convey the owner's intention for the new buildings. We anticipate that subsequent design phases will include evaluations of the concepts developed here, but that any changes will be relatively minor. The following services are not included in our scope of work:

- A detailed and accurate underground utility location survey is not included in this proposal, if it is determined that the information currently available in existing documentation is not adequate or if there is reason to doubt the accuracy of the information, then this service may be added for additional fees.
- This proposal does not include the production of architectural and engineering contract documents for the new building and site at a level of detail required for the permitting and construction of the work.
- This proposal does not include detailed construction cost estimating, but rather defining rough order of magnitude costs to be expected based on the conceptual design for the purposes of determining a preliminary budget for the project.
- When the Owner is ready to proceed further with design and construction of the new building, a fee will be provided for the completion of design and construction documents with the understanding that that proposal represents part one of a two-part Design/Build agreement. Acceptance of that agreement will also entail a good faith acceptance of the construction portion in addition to the design portion.

- This proposal represents the cost for performing the work as it is currently defined and understood, if the design of the project changes significantly from the scope as described above or as can be reasonably expected or assumed, we reserve the right to adjust fees as appropriate for the actual scope of work required.

Thank you for the opportunity to present this proposal, the team is looking forward to work with you on this project. Please indicate your agreement with the fee and other conditions defined in this proposal and thereby authorizing us to proceed with design by signing below:

Agreed & accepted for the City of Jacksonville:

Name: _____ Title: _____

Signature: _____ Date: _____

Agreed & accepted for Scherer Construction of North Florida, LLC:

Name: Bob Filippi, AIA Title: Architect

Signature: _____ Date: _____

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
COJ FAIR - ARENA & BARNS

PART I - GENERAL	
1. Project COJ Arena & Cattle Barns - Program & Conceptual Design	**2. Project Number** TBD
3. Name of Consultant Scherer Construction	**4. Date of Proposal** 3/8/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 86.00	4	$ 344.00	
Lead Architect	$ 55.00	84	$ 4,620.00	
Assistant Architect	$ 35.00	112	$ 3,920.00	
Revit Technician / Drafter	$ 30.00	60	$ 1,800.00	
Construction Project Manager	$ 55.00	0	$ 0.00	
Assistant Project Manager	$ 42.00	0	$ 0.00	
Senior Estimator	$ 51.00	24	$ 1,224.00	
Superintendent	$ 47.00	0	$ 0.00	
Assistant Superintendent	$ 40.00	0	$ 0.00	
Clerical / Adminitrative	$ 25.00	8	$ 200.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
	$ -	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 12,108.00**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 21,189.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 33,297.00**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 3,329.70
			SUB-TOTAL SALARY RELATED COSTS	**$ 36,626.70**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS (Lump Sum)	
Printing & Mileage	$ 600.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 600.00**
10. SUBCONTRACTS (Lump Sum)	
GAI Consultants (civil)	$ 153,950.98
IMEG (structural)	$ 2,250.00
Simes & Rosch Engineering (MEP)	$ 4,887.55
SUB-CONTRACT SUB-TOTAL	**$ 161,088.53**

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 198,315.23**

EXHIBIT A

gai consultants
transforming ideas into reality

March 8, 2024

Mr. Bob Filippi, AIA
Scherer Construction
2504 NW 71 Place
Gainesville, FL 32653

Subject: Design-Build Services for City Arena and Cattle Barns & JSO Mounted Unit Facility

Phase 1 – Arena and Cattle Barns Fieldwork, Due Diligence, and Preliminary (30%) Engineering Design

Dear Mr. Filippi:

GAI Consultants, Inc. (GAI) respectfully submits the following Scope of Services and Fee Proposal to commence professional services for the subject project.

Background

The Scherer Construction/GAI Consultants, Inc. Design Build Team ("The DB Team") met with the City of Jacksonville ("COJ") and representatives of the Greater Jacksonville Agricultural Fair ("GJAF") and Jacksonville Sheriff's Office (JSO) on January 17th, 2024. The purpose of the meeting was to review the proposed program for a new warm up arena, cattle barns, and JSO Mounted Unit Facility to be located north of Normandy Blvd., adjacent to the City's existing Equestrian Center at Cecil Commerce Center.

There have been subsequent site visits to review the GJAF's existing cattle barn facilities and JSO's existing mounted unit facilities. There has also been some limited due diligence performed to date as part gathering necessary information to formulate this proposal.

Furthermore, since the initial project meeting, it has been decided that the JSO Mounted Unit Facility will no longer be located on the same site as the proposed Arena and Cattle Barns. Based on these activities, GAI has been requested to provide for an initial proposal *for only* the proposed Arena and Cattle Barns to be located north of the existing Equestrian Center at Cecil Commerce Center. (See attached site location map.)

GAI's proposed scope of services for this effort is outlined below and only covers the activities within the proposed site location map.

Scope of Work

- Identify any potential wetland lines within the proposed project area for the Arena and Cattle Barns per the attached proposal from Environmental Resource Solutions, Inc.
- Provide for geotechnical engineering services in accordance with the attached proposal from Meskel & Associates Engineering, PLLC.
- GAI will provide for site survey information utilizing LIDAR technology by GPI per their attached proposal, and ground truthing efforts by GAI. GAI's survey efforts will also include provide for a hydrographic survey of the existing stormwater management facility on the project site.
- Meet with JEA to establish parameters for utility service for the proposed project.
- Meet with St. Johns River Water Management District (SJRWMD) to review the project's stormwater permitting requirements and wetland permitting requirements (if any) in coordination with Environmental Resource Solutions.
- Meet with the City Parks Department to ensure the proposed site improvements do not conflict with any proposed Parks Department plans for the adjacent properties.

- Meet with the City's Public Works Project Manager and the City's Development Services Division to discuss permitting strategy for the proposed project via Design-Build Delivery.
- Assist the DB Team, COJ, and GJAF with development up an initial concept plan for the planned facilities, with up to two (2) rounds of revisions to same. This will be done in coordination and conjunction with the project architect.
- Develop a conceptual stormwater management plan for the proposed improvements based on high-level stormwater design assumptions, FEMA flood map information, and good engineering practices based on a formalized site plan and survey information. (Note: Preliminary stormwater modeling is included solely for preliminarily sizing the stormwater facility needs. No final stormwater modeling is included.)
- Perform research and develop design solutions determine viability of the existing equestrian center lift station and/or the proposed Fairgrounds lift station and provide draft solutions (to include but not limited to a private grinder style station to connect to proposed Fairgrounds lift station sanitary system, if necessary.)
- Identify and develop a proposal for final design and permitting to be performed under a future work authorization.
- Develop 30% design plans including a schematic grading plan, utility plan, site geometry plan, stormwater collection, and maintenance of traffic plan for the purposes of Scherer developing a 100% Guaranteed Maximum Price Proposal for the project.
- Work collaboratively with the DB Team to develop a conceptual project milestone schedule.
- GAI's scope of work also allows for up to five (5) additional team meetings.

No final engineering design, permitting, or any other services than those referenced above are included in GAI's scope of work and fees at this time.

If you have any questions, please give me a call.

Sincerely,

Nick Mousa, AICP

Assistant Vice President

Attachments:
- Fee Summary
- Environmental Resource Solutions Proposal
- Meskel & Associates Engineering Proposal
- GPI Proposal
- Site Location Map

Exhibit A - Page 1 of 1
Contract Fee Summary For
COJ Arena & Cattle Barns / JSO Equestrian Facility

PART I - GENERAL	
1. Project - COJ Arena & Cattle Barns and JSO Equestrian Facili Phase 1 - Cattle Barns Preliminary Field Work and 30% Design	**2. Project Number** TBD
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 3/8/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 129.42	12	$ 1,553.04	
Project Manager	$ 88.05	52	$ 4,578.60	
Assistant Project Manager	$ 52.02	30	$ 1,560.60	
Senior Project Engineer	$ 70.75	0	$ 0.00	
Project Engineer	$ 52.02	95	$ 4,941.90	
Engineer Intern	$ 44.54	179	$ 7,972.66	
Designer/Sr. CADD Technician	$ 39.79	101	$ 4,018.79	
LA Director	$ 97.29	0	$ 0.00	
Sr. LA Manager	$ 66.91	0	$ 0.00	
Project LA	$ 58.77	0	$ 0.00	
LA Technician	$ 34.06	0	$ 0.00	
Clerical	$ 29.69	10	$ 296.90	
Survey Manager (PSM)	$ 75.05	18	$ 1,350.90	
Three Man Survey Crew	$ 103.01	55	$ 5,665.55	
			TOTAL DIRECT LABOR	**$ 31,938.94**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 55,893.15
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 87,832.09**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 8,783.21
			SUB-TOTAL SALARY RELATED COSTS	**$ 96,615.29**

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS (Lump Sum) Misc. Printing, Courier, Mileage, etc.	$ 1,000.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 1,000.00**
10. SUBCONTRACTS (Not To Exceed)	
ERS (Wetland Consultant)	$ 20,095.69
MAE, PLLC (Geotech)	$ 21,700.00
GPI (LIDAR Survey)	$ 11,540.00
Hydrographic Survey Allowance	$ 3,000.00
SUB-CONTRACT SUB-TOTAL	**$ 56,335.69**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 153,950.98**

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EXHIBIT A

SES Environmental Resource Solutions LLC

7 March 2024

Mr. Nick Mousa
GAI Consultants
12574 Flagler Center Blvd., Suite 202
Jacksonville, FL 32258

RE: Equestrian Center Barn Addition
Duval County, Florida
Proposal/Contract for Services
ERS Proposal No. P240484

Dear Mr. Mousa:

SES Environmental Resource Solutions LLC is pleased to provide you with this proposal/contract to delineate wetlands and assist with environmental resource permitting for the construction of additional barns at the Duval County Equestrian Center located in Duval County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Jonathan Summerfield, PWS
Senior Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

JDS/P240484_EquestrianBarn

SES Environmental Resource Solutions LLC
3550 St. Johns Bluff Road South, Jacksonville, Florida 32224
T: (904) 285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

PROPOSAL/CONTRACT
Prepared for:
Mr. Nick Mousa
GAI Consultants
12574 Flagler Center Blvd., Suite 202
Jacksonville, FL 32258
7 March 2024

RE: Equestrian Center Barn Addition
Duval County, Florida
Proposal/Contract for Services
ERS Proposal No. P240484

Scope of Services

Task 1 – Wetland Delineation. SES Environmental Resource Solutions LLC (ERS) will delineate the limits of jurisdictional wetlands associated with the project pursuant to the current regulations and guidance of the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers (USACE). Wetland limits will be delineated in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device. Upon completion of the delineation, ERS will provide a flagging map indicating the approximate limits of the jurisdictional wetlands, the approximate acreage, and the alpha-numeric designations of the beginning and ending flag of each wetland line established.

Task 1 – Not to Exceed.....$2,935.85*

Task 2 – State Environmental Resource Permitting, Chapter 62-330, F.A.C. ERS will assist the project engineer in preparing all necessary documentation and graphics required for submittal of a permit application to SJRWMD. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 2 – Not to Exceed.....$8,579.92*

Task 3 – Federal Clean Water Act Section 404 Permitting. If impacts to jurisdictional waters of the United States are proposed, ERS will prepare all necessary documentation and graphics required for submittal of a federal Clean Water Act Section 404 permit application. This task includes assisting the client with permit application preparation, mitigation plan preparation, conservation easement and mitigation bank coordination (as needed), responses to agency Requests for Additional Information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 3 – Not to Exceed.....$8,579.92*

***Please see attached City of Jacksonville Rate Sheet.**

Please note that recent court decisions have left some levels of uncertainty in federal permitting processes in Florida. Adjustments to this task may be necessary depending on changes to regulatory guidance from the U.S. Environmental Protection Agency, USACE, and/or FDEP. Updated guidance from regulatory agencies will be promptly shared with the client and discussions as to how guidance may affect the project will be outlined as quickly as possible.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For:	_____	For:	**SES Environmental Resource Solutions LLC**
Date:	_____	Date:	7 March 2024
By:	_____ (Signature)	By:	(Signature)
	_____ (Printed/Typed)		Jonathan Summerfield (Printed/Typed)

JDS/P240484_EquestrianBarn

FEE SUMMARY

PART I - GENERAL	
1. Project Equestrian Center Barn - Task 1	**2. Proposal Number** P240484
3. Name of Consultant SES Environmental Resource Solutions LLC	**4. Date of Proposal** 3/7/2024

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	$87.29	2	$ 174.58	
Chief Environmental Scientist	$65.00		$ 0.00	
Sr. Environmental Scientist I	$49.92	8	$ 399.36	
Sr. Environmental Scientist II	$49.33		$ 0.00	
Sr. Environmental Scientist III	$47.46		$ 0.00	
Sr. Environmental Scientist	$41.76		$ 0.00	
Environmnetal Scientist I	$36.21	8	$ 289.68	
Environmental Scientist II	$28.88		$ 0.00	
GIS Specialist	$33.53	4	$ 134.12	
CADD/Comp Technician	$31.77		$ 0.00	
Environmental Technician	$ 19.35		$ 0.00	
TOTAL DIRECT LABOR		22		$ 997.74
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 167.5 % x Total Direct Labor				$ 1,671.21
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 2,668.95
8. PROFIT: Labor Related Costs (Item 7 x 10%				$ 266.90

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
	$ 0.00	
	$ 0.00	
	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Cost Plus)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10)		$ 2,935.85
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ $0.00	
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 2,935.85**

FEE SUMMARY

PART I - GENERAL	
1. Project Equestrian Center Barn - Task 2	**2. Proposal Number** P240484
3. Name of Consultant SES Environmental Resource Solutions LLC	**4. Date of Proposal** 3/7/2024

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	$87.29	6	$ 523.74	
Chief Environmental Scientist	$65.00		$ 0.00	
Sr. Environmental Scientist I	$49.92		$ 0.00	
Sr. Environmental Scientist II	$49.33	20	$ 986.60	
Sr. Environmental Scientist III	$47.46		$ 0.00	
Sr. Environmental Scientist	$41.76		$ 0.00	
Environmnetal Scientist I	$36.21	24	$ 869.04	
Environmental Scientist II	$28.88		$ 0.00	
GIS Specialist	$33.53	16	$ 536.48	
CADD/Comp Technician	$31.77		$ 0.00	
Environmental Technician	$ 19.35		$ 0.00	
TOTAL DIRECT LABOR		66		$ 2,915.86
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	167.5 % x Total Direct Labor			$ 4,884.07
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 7,799.93
8. PROFIT: Labor Related Costs (Item 7		x	10%	$ 779.99

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
	$ 0.00	
	$ 0.00	
	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Cost Plus)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10)		$ 8,579.92
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ $0.00	
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 8,579.92**

FEE SUMMARY

PART I - GENERAL	
1. Project Equestrian Center Barn - Task 3	**2. Proposal Number** P240484
3. Name of Consultant SES Environmental Resource Solutions LLC	**4. Date of Proposal** 3/7/2024

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	$87.29	6	$ 523.74	
Chief Environmental Scientist	$65.00		$ 0.00	
Sr. Environmental Scientist I	$49.92		$ 0.00	
Sr. Environmental Scientist II	$49.33	20	$ 986.60	
Sr. Environmental Scientist III	$47.46		$ 0.00	
Sr. Environmental Scientist	$41.76		$ 0.00	
Environmnetal Scientist I	$36.21	24	$ 869.04	
Environmental Scientist II	$28.88		$ 0.00	
GIS Specialist	$33.53	16	$ 536.48	
CADD/Comp Technician	$31.77		$ 0.00	
Environmental Technician	$ 19.35		$ 0.00	
TOTAL DIRECT LABOR		66		$ 2,915.86
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 167.5 % x Total Direct Labor				$ 4,884.07
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 7,799.93
8. PROFIT: Labor Related Costs (Item 7 x 10%				$ 779.99

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
	$ 0.00	
	$ 0.00	
	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Cost Plus)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10)		$ 8,579.92
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ $0.00	
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 8,579.92**

General Terms and Conditions

GC-1 DEFINITIONS

A." Consultant" shall be defined as SES Environmental Resource Solutions LLC.
B. "Client" means the company entering into this Agreement with Consultant.
C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:
A. Cost Estimate including Scope of Work and Agreement signature page.
B. General Terms and Conditions.
C. Attachments, if any.

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). 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 Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, 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 is understood by the 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 Cost Estimate and associated Scope of Work. 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. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. 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. 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. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

encountered. Client agrees to make all 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. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, 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.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (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. 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.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand ($50,000.00) Dollars, 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 One Million ($1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred ($500.00) Dollars, 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.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will 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 Work. No other warranty, expressed or implied, is made. 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 the performance of the Work. 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.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written 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.

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, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

EXHIBIT A

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

February 29, 2024

Mr. Stephen Reed
GAI Consultants
12574 Flagler Center Boulevard, Suite 202
Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services
COJ Fairgrounds Cattle Barn
Jacksonville, Florida
MAE Proposal No. 240075

Dear Mr. Reed:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. We understand the project is located north of the existing Equestrian Center on Normandy Boulevard in Jacksonville, Florida.

We were provided with an undated Exhibit prepared by GAI Consultants that showed the planned location of the proposed Cattle Barns structure. Also shown were 2 parking areas to be located north of the Cattle Barn structure, as well as an access road that circles the proposed construction joining 2 existing roadways. We understand an expansion to an existing stormwater pond may also be constructed.

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, we propose the following field services:

Test Location	Test No. & Type	Test Depth ft below ground surface
Cattle Barn	9 SPT*	20
Parking Area	6 Auger	6
Perimeter Road	12 Auger	6
Optional Pond Expansion	4 SPT	20

*Standard Penetration Test (SPT) Boring

The area of the proposed construction is open, so good access to our ATV-mounted drilling equipment is anticipated. The auger borings for the proposed perimeter road will be located at intervals of about 200 feet. The pond borings, if chosen, would be sampled continuously to the boring termination depth to observe the delineation between soil strata.

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. We will also contract with a local utility locate company to locate any private utilities not registered with SSOC. The SPT borings will be backfilled with a cement grout and the auger borings will be backfilled with soil cuttings. We will

take 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. 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 evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for shallow foundation design parameters for the Cattle Barn structure, including our estimate of the performance of the foundation system,
- Recommendations for reuse of the soils excavated from the proposed pond area as fill soil if the pond boring option is chosen,
- Recommendations for support of light and heavy-duty pavements, and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **$15,500**. **If the pond boring option is chosen, an additional fee of $6,200 would be charged**. Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

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

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one to 2 weeks once the utilities have been marked and located. We

anticipate that the field work will take 3 to 4 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of the field and laboratory testing.

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

Sincerely,
Meskel & Associates Engineering, PLLC

P. Rodney Mank, PE
Principal Engineer

Distribution: Mr. Stephen Reed, GAI Consultants One (1) e-mail copy

PROPOSAL AUTHORIZATION
For Geotechnical Services
COJ Fairgrounds Cattle Barn
Jacksonville, Florida
MAE Proposal No. 240075

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: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

GPI GEOSPATIAL

Jacksonville Equestrian Center Aerial Survey

for GAI Consultants

3/1/2024

Submitted by:
GPI Geospatial, Inc.
T. Jeffrey Young
jyoung@gpinet.com
3051 E. Livingston Street, Suite 300
Orlando, FL 32803
407.851.7880
www.gpinet.com/geospatial

EXHIBIT A

Matthew G. Jennings, Survey Manager
GAI Consultants,
12574 Flagler Center Blvd., Ste 202,
Jacksonville, FL, 32258

Direct: 904-903-2843
Cell: 904-502-3234

Subject: Jacksonville Equestrian Center Aerial Survey and Topographic Mapping

GPI Geospatial, Inc. Proposal No. 2400144.00

GPI Geospatial, Inc. (GPI) greatly appreciates this opportunity to provide GAI Consultants, thereafter, referred to as the Client, with our proposal to perform professional geospatial services as requested. The following proposal is based on our understanding of the scope of work.

PROJECT DESCRIPTION

From aerial imagery and LiDAR capture, GPI will provide the client with 1"=30' scale topographic mapping for this site in Duval County, FL.

All geospatial tasks will be performed in accordance with the current Standards of Practice for Surveying and Mapping in the State of Florida.

PROJECT LIMITS

The project limits for these sites are as follows:

AERIAL DATA ACQUISITION

Aerial Imagery Mission

GPI proposes capturing the Lidar and imagery data with our Riegl VQ-1560 II Lidar sensor and PhaseOne 150MP medium format 3-Band camera.

Simultaneous Acquisition	Yes

GPI GEOSPATIAL

Imagery Acquisition	
Sensor	PhaseOne
Flight Altitude	2,500' AGL
Sidelap	NA
Forward Lap	60%
Ground Sample Distance (GSD)	5.7cm (2.2")
Mobilization Time	2-hrs. (105nm to Site)
Number of Flight Lines	2
Flight Time	0.25-hr.
Number of Exposures	12
Number of Targets	
Image Project Area	29.3 Acres

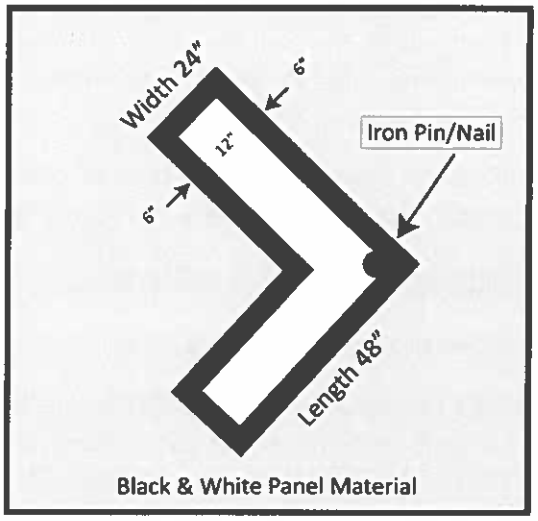
LiDAR Acquisition	
Sensor	Riegl 1560ii
Flight Altitude	2,500' AGL
Sidelap	NA
Field of View (FOV)	58.5°
Points Per Square Meter (PPSM): Minimum	45-ppsm (90ppsm with crossline)
Flight Line Miles	1nm
Mobilization Time	2-hrs. (105nm to Site)
Number of Flight Lines	2
Flight Time	0.25-hr.
Number of Targets	
Mapping Project Area	29.3 Acres

- The imagery shall be substantially free of haze, snow, clouds, and smoke.
- The photography shall not contain any excessive tip, tilt, or crab.
- All flight plans shall be designed by a Certified Photogrammetrist and approved prior to acquisition.
- Weather conditions and access to airspace can affect acquisition schedules.
- Certain restricted airspace may require the presence of an appropriate law enforcement official.

MAPPING CONTROL

Ground Control for Aerial Lidar and Imagery

We understand that the Client will provide sufficient horizontal and vertical control at no cost to GPI. For this proposal, GPI Geospatial has prepared a control layout in KMZ format that includes points and descriptions of the control points required for the accurate positioning of the aerial data. Paneled points prior to acquisition are preferred, but photo-identifiable ones may be used if sufficient physical features exist. An example of a ground control panel and its dimensions can be seen in the graphic to the right.



All horizontal control shall be referenced to the appropriate Coordinate System in NAD 83 (2011), and all vertical control shall be referenced to NAVD88, or as specified by the client.

MAPPING PRODUCTION

Lidar Processing

GPI will download and post-process GNSS / Inertial Measuring Unit (IMU) data, creation of scan best estimate trajectories (SBET), and analysis of relative agreement between individual scan runs using scan route data overlaps for comparison. This also includes the separation of large point cloud data sets into manageable LAS files with corresponding graphic "tile" index.

GPI will transform, calibrate, and adjust the Lidar point cloud to surveyed project control. A report documenting the results of the Lidar data collection accuracy analysis relative to the project targeted control point network will be prepared to verify that the positional accuracy requirements have been achieved. This report will include NSSDA reporting of validation points and trajectory solutions and a comparison analysis of field surveyed cross sections, if available and/or required.

Lidar Classification/Editing

GPI Geospatial will classify the calibrated point cloud data based on the ASPRS standard Lidar point classes. This includes the removal or classification of anomalies from such things as moving object ghosting, erroneous point returns, points outside effective range of sensor, etc. For the purposes of this project, the following ASPRS standard point classes will be required: Class 1 (unclassified), Class 2

(Bare Earth) and Class 64 (Erroneous). Any additional point classifications would require a separate written authorization. The classified point cloud will be saved in a LAS 1.4 specific binary format.

Aerial Triangulation

Aerial triangulation (AT) is identified as the procedure of establishing geometric relationships among forward and side lapping imagery to extend and densify supplemental horizontal and vertical control points.

Using the Horizontal and Vertical control survey data, and the Exterior Orientation Parameters of all frames (ABGNSS & IMU), GPI shall precisely perform digital aerial triangulation using our Trimble Inpho Match-AT or ISAT software. Image points will be established at the Von Gruber locations on each image and will be 3 ray points except for the first and last image on each strip. Appropriate XY&Z weight factors to the control points will be established based on mapping scale requirements.

The aerial imagery shall be controlled with POS AV Airborne GPS and ground control panels. This cutting-edge inertial position and orientation system will provide accurate photo center positions to triangulate the entire block of imagery in one bundle adjustment. Automatic and manual tie-point matching shall be performed on the entire set of imagery to best contribute to the strength and quality of the block.

Prior to the commencement of photogrammetric map compilation, a Certified Photogrammetrist will study and approve the aero-triangulation results.

Mapping Production

Topographic Mapping

GPI Geospatial will extract the visible, unobstructed topographic features from the 3D stereo image models and the aerial Lidar point cloud. A digital terrain model (DTM) consisting of break lines, and mass points will also be created. GPI uses DATEM, MicroStation, AutoDesk, TopoDOT, LP360, Global Mapper, ArcGIS, Terra Solid, VrOne, and VrTwo for break line collection, planimetric mapping, and drafting.

Orthophotography

GPI shall perform a rigorous ortho rectification of all imagery using the Exterior Orientations from the triangulation and the Lidar surface model. The high-quality orthophotos shall have a constant scale, and all man-made 3D objects shall be presented in their true locations at the ground without disturbing relief displacements. All orthos shall be processed to produce the client's specified pixel resolution, file format, and tiling scheme. GPI Geospatial, Inc. shall use our Trimble Inpho OrthoVista to combine the rectified imagery into a seamless homogeneous mosaic. OrthoVista is a powerful professional mosaicking software that utilizes advanced imaging techniques to adjust and compensate for intensity and color variations automatically; it also computes radiometric adjustments such as hot spots and lens vignetting on the entire block to match the color and brightness of adjacent images.

Accuracy

The accuracy analysis of aerial Lidar point cloud data shall conform to the NSSDA requirements for geospatial data classification as published by the FGDC in document FGDC-STD-007.3-1998 titled Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy.

A minimum of 20 independent horizontal and vertical checkpoints shall be tested and distributed to reflect the geographic area of interest and the distribution of error in the data sets. The surveyed project validation points will serve as the required horizontal and vertical checkpoints. The resulting comparisons shall meet or surpass the positional accuracy requirements for the survey at the 95% confidence level based on the NSSDA and shall be included in the Survey Report.

GPI shall use the "compiled to meet" statement when the above guidelines for testing by an independent source of higher accuracy cannot be followed and an alternative means is used to evaluate accuracy.

Deliverables:

Mapping:

- 1' topographic contours, ~30 acres
- File Format: DWG
- DTM format: DWG

Orthophotography:

- Resolution 0.25'
- 3 band RGB, 8-bit
- File Format: TIFF, MrSID

Reports:

- Signed and Sealed Project Report

SCHEDULE

Imagery / Lidar

Imagery and Lidar Acquisition: 2 weeks from target placement (weather permitting).

Digital Mapping: 4 weeks from receipt of ground control and completion of remote sensing data acquisition

FEES

Based upon the above services and the following Terms and Conditions, our fee for these Services shall be as follows:

Lump Sum: $11,540.00

Notes:

1. *GPI Geospatial, Inc. requires a retainer of 50% for all first-time clients.*
2. *Items not included in the fees, such as permitting, site access costs, etc., shall be billed separately.*

This proposal can be individually modified to meet your requirements upon request.

CONTRACT TERMS AND CONDITIONS

Time for Acceptance

This agreement is void if not signed and returned to GPI Geospatial, Inc. within 90 days of the date of the agreement.

Time for Rendering Services

GPI Geospatial, Inc. will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with usual and customary practices. GPI Geospatial, Inc. agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI Geospatial, Inc.'s control or other excused delays, then GPI Geospatial, Inc. shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI Geospatial, Inc. due to such delay.

Information Provided

Before GPI Geospatial, Inc. commences the Services, the Client shall provide GPI Geospatial, Inc., in writing all necessary information to permit its proper performance of the Services. GPI Geospatial, Inc. shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI Geospatial, Inc. shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI Geospatial, Inc. shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.

Additional Services

Services not expressly included in these documents are defined as additional services and will not be performed until approved and authorized in writing by the Client. If the fee set forth in the proposal is for a Lump Sum, then Additional Services shall be provided on an hourly basis, invoiced at GPI Geospatial, Inc.'s prevailing hourly rates, which are set forth in Exhibit B to the Proposal, "GPI Geospatial, Inc. Prevailing Hourly Rates" which is incorporated here and will be invoiced separately.

Change Orders

If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI Geospatial, Inc. GPI Geospatial, Inc. shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

Hourly Rate Schedule (Not applicable to Lump Sum Fees)

Services provided on an hourly basis will be invoiced at GPI Geospatial, Inc.'s prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.

Payment for Services

Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI Geospatial, Inc.'s invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI Geospatial, Inc. has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.

Reimbursable Expenses

Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.

Permits and Licenses

Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.

Standard of Practice and Care

Services performed by GPI Geospatial, Inc. will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

Site Access

Client will provide the necessary access and right of entry for GPI Geospatial, Inc. to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI Geospatial, Inc. to perform its Services. GPI Geospatial, Inc. is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO

EVENT SHALL GPI GEOSPATIAL, INC.'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI GEOSPATIAL, INC.'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.

Field Observation Services

Field observation services performed by GPI Geospatial, Inc. pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI Geospatial, Inc. or its employees to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI Geospatial, Inc. does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI Geospatial, Inc. is only responsible for the health and safety of its own employees.

Ownership of Documents

All documents created, prepared, or furnished by GPI Geospatial, Inc. pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data (including but not limited to LiDAR) or files (collectively "Design Materials"), are instruments of GPI Geospatial, Inc., and GPI Geospatial, Inc. shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI Geospatial, Inc. grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI Geospatial, Inc.'s express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify, and hold GPI Geospatial, Inc. harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI Geospatial, Inc. or its insignia or seal in any manner without GPI Geospatial, Inc.'s express written consent.

Project Suspension or Termination

If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI Geospatial, Inc. for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.

Severability

If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

Governing Law

This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

Merger and Counterparts

This Agreement may be executed in counterparts and exchanged by facsimile, email, or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

Claims and Disputes

Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[X] ARBITRATION – EITHER PARTY MAY SUBMIT ANY UNRESOLVED CLAIM OR DISPUTE TO BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF AAA, AND SHALL BE CONDUCTED BY A SINGLE ARBITRATOR MUTUALLY ACCEPTABLE TO BOTH PARTIES. IF THE PARTIES CANNOT AGREE ON THE ARBITRATOR, THEN THE ARBITRATOR SHALL BE SELECTED BY THE PRESIDENT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION SHALL BE HELD AND CONDUCTED IN THE STATE WHERE THE PROJECT IS LOCATED, UNLESS THE PARTIES AGREE OTHERWISE. THE FILING FEE AND ARBITRATOR'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES.

[« »] LITIGATION – ANY CLAIM OR DISPUTE ARISING HEREUNDER SHALL BE COMMENCED IN A COURT OF COMPETENT JURISDICTION LOCATED IN STATE WHERE THE PROJECT IS LOCATED. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

[« »] OTHER: *(SPECIFY)*

Insurance

GPI Geospatial, Inc. will maintain the following insurance for the duration of the project:

22.1 Commercial General Liability – Bodily Injury/Property Damage - $2,000,000 each occurrence and $4,000,000 in the aggregate.

22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.

22.3 Automobile Liability – in the amount of $1,000,000 each accident covering owned, non-owned, and hired vehicles.

22.4 Excess/Umbrella – in the amount of $5,000,000.

22.5 Professional Liability – in the amount of $1,000,000 each claim/ $2,000,000 in the aggregate.

22.6 GPI Geospatial, Inc. will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

22.7 Aircraft Liability – in the amount of $10,000,000.

If Client requires limits greater than provided herein above, such additional limits may be offered, if commercially available, at Client's sole cost and expense.

Contractor's Responsibilities

GPI Geospatial, Inc. has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise, and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI Geospatial, Inc., GPI Geospatial, Inc.'s subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI Geospatial, Inc. and GPI Geospatial, Inc.'s subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

Indemnification

24.1 GPI Geospatial, Inc., subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI Geospatial, Inc. in connection with the performance of the Services described in this Agreement.

24.2 GPI Geospatial, Inc. shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI Geospatial, Inc. against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI Geospatial, Inc. which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI Geospatial, Inc.'s employees at GPI Geospatial, Inc.'s then standard hourly fees.

24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI Geospatial, Inc. unless the Client has first provided GPI Geospatial, Inc. with a written certification executed by an independent design professional practicing in the same discipline as GPI Geospatial, Inc. and licensed in the state in which the project for which GPI Geospatial, Inc.'s services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI Geospatial, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

Force Majeure

If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder (**"Force Majeure"**). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

We trust this agreement meets with your approval. This offer shall remain valid for 90 days. Please indicate your acceptance by signing below and returning a copy of this Agreement. GPI Geospatial will return a fully executed copy for your records. Work will proceed only after the receipt of the signed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and has had an opportunity to discuss with GPI Geospatial any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Very truly yours,

GPI Geospatial, Inc.

T. Jeffrey Young, PSM, CP
Senior Geospatial Manager
3/1/2024

For Client:

By: _____ Date: _____
(Authorized Signature)
_____ Title: _____
(Typed or printed name)

Client Purchase Order No./Project Number:_____

For GPI Geospatial, Inc.:

By: _____ Date: __3/1/2024_____
(Authorized Signature)
Scott C. Williams, PLS, PPS, CP, GISP Title: V.P./Remote Sensing Operations Director

FULL SCALE 1"=60'
HALF SCALE 1"=30'

REVISIONS

1			
2			
3			
4			
5			

SCALE AS SHOWN
DATE
DRAWN
CHECKED
APPROVED

PR

JACKSONVILLE
FAIRGROUNDS CATTLE BARN

gdx consultants
co. 1991

PROJECT NO / DASH NO
CHANGE

SHEET

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
COJ Fair Arena & Barns

PART I - GENERAL	
1. Project COJ Arena & Cattle Barns - Program & Conceptual Design	**2. Project Number** TBD
3. Name of Consultant IMEG (structural engineering)	**4. Date of Proposal** 3/8/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 90.91	0	$ 0.00	
Project Executive	$ 84.30	8	$ 674.38	
Project Manager (Responsible Prof.)	$ 76.03	0	$ 0.00	
Senior Engineer 3	$ 76.03	0	$ 0.00	
Senior Engineer 2	$ 66.12	0	$ 0.00	
Senior Engineer 1	$ 59.50	0	$ 0.00	
Project Engineer 2	$ 52.89	0	$ 0.00	
Project Engineer 1	$ 49.59	0	$ 0.00	
Engineer Intern 2	$ 42.98	0	$ 0.00	
Engineer Intern 1	$ 38.02	0	$ 0.00	
Senior Designer	$ 61.16	0	$ 0.00	
Designer/Sr. CADD Technician	$ 42.98	0	$ 0.00	
CADD Technician	$ 36.36	0	$ 0.00	
Clerical	$ 28.10	2	$ 56.20	
			TOTAL DIRECT LABOR	**$ 730.58**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 1,278.51
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 2,009.09**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 200.91
			SUB-TOTAL SALARY RELATED COSTS	**$ 2,210.00**

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS (Lump Sum)	$ 40.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 40.00**
10. SUBCONTRACTS (Lump Sum)	$ -
SUB-CONTRACT SUB-TOTAL	**$ -**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 2,250.00**

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
COJ ARENA & CATTLE BARNS

PART I - GENERAL	
1. Project COJ Arena & Cattle Barns	**2. Project Number**
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** 2/20/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 70.91	6	$ 425.46	
Project Manager (Responsible Prof.)	$ -	0	$ 0.00	
Assistant Project Manager	$ -	0	$ 0.00	
Senior Engineer M&P	$ 53.33	12	$ 639.96	
Senior Engineer Electrical	$ 55.03	10	$ 550.30	
Project Engineer 2	$ -	0	$ 0.00	
Project Engineer 1	$ -	0	$ 0.00	
Engineer Intern	$ -	0	$ 0.00	
Senior Designer	$ -	0	$ 0.00	
Designer/Sr. CADD Technician	$ -	0	$ 0.00	
CADD Technician	$ -	0	$ 0.00	
Clerical	$ -	0	$ 0.00	
Survey Manager (PSM)	$ -	0	$ 0.00	
Three Man Survey Crew	$ -	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 1,615.72**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 2,827.51
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 4,443.23**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 444.32
			SUB-TOTAL SALARY RELATED COSTS	**$ 4,887.55**

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

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 4,887.55**

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EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: **Scherer Construction of North Florida, LLC**

Project Title: **COJ Arena & Cattle Barns - Program & Conceptual Design**

Proposal Number: _____ Total Base Proposal Amount (if applicable): _____

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage

Attach additional list of subcontractors/sub-consultants as needed

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

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

Signature of Proposer: _____ Title: Architect Date: 4/1/2024

Print Name: Robert Filipai

SUBJECT: DESIGN BUILD SERVICES FOR THE CATTLE BARNS AND JSO MOUNTED UNIT FACILITY PROJECTS

BID #: CDB-0059-23 **OPEN DATE:** 5/31/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Public Works conducted interviews with the top two (2) highest scoring firms on November 2nd, 2023. Based on a combination of proposal and presentation evaluations, scores and rankings are outlined below. Recommend approval to enter into negotiations with the top ranked firm, Scherer Construction of North Florida, LLC

Firm	Average Score	Ranking
Acon Construction Co., Inc.	106.25	2
Scherer Construction of North Florida, LLC	108.00	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 11/30/2023

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/4/2023

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Karen Bowling

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

SUBJECT: DESIGN BUILD SERVICES FOR THE CATTLE BARNS AND JSO MOUNTED UNIT FACILITY PROJECTS

BID #: CDB-0059-23 **OPEN DATE:** 5/31/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the proposals submitted for the subject RFP and recommends approval to move forward with oral interviews with the two responsive responding firms listed below in alphabetical order. The ranking of first and second designates the order of qualification of these firms.

Firm	Average Score	Ranking
Acon Construction Co., Inc.	79.25	2
Scherer Construction of North Florida, LLC	82.00	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

ANALYST: _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/12/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/12/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: DESIGN BUILD SERVICES FOR THE CATTLE BARNS AND JSO MOUNTED UNIT FACILITY PROJECTS

BID #: CDB-0059-23 **OPEN DATE:** 5/31/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject RFQ was opened on 5/31/23 with two (2) responses received.

Request approval to proceed with the evaluation of the responsive proposals from Acon Construction Company, Inc. and Scherer Construction of North Florida, LLC as no advantage for the City would likely be gained by re-issuing the solicitation.

ATTACHMENTS: Recommendation Memo

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/17/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/22/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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