8

SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: CDB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award of Fire Station 39 to the highest-ranking firm, Auld & White Constructors, LLC, for 30% Design Services per the attached Scope & Fee Summary (Exhibit A) in the guaranteed maximum price (GMP) of $194,000.00. The total estimated design time will be one hundred and twelve (112) calendar days from the Notice to Proceed.

Funding for this award will be encumbered from account 32124.127001.384020.010366.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Exhibit A, Previous Awards

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 _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

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

ONE CITY ONE JACKSONVILLE

August 9, 2023

TO: Dustin Freeman
Chief of Procurement

THRU: Steven D. Long, Jr., P.E.
Director of Public Works

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

Keith Powers
Director of Fire and Rescue

SUBJECT: Design Build Services for Fire Station 39
Auld & White Constructors, LLC

CDB-0165-22 was awarded to Auld & White Constructors, LLC, for the Design Build Services for Fire Stations 39 and 68. Based on the Design Criteria Package developed by City engineers, the Engineering and Construction Management Division has completed negotiations for Fire Station No. 39. Negotiations have resulted in the GMP amount of $194,000.00 to provide 30% Design Services, as indicated on the attached Scope & Fee Summary, Exhibit A. The total estimated design time will be 112 days from the Notice to Proceed.

Accordingly, this is to recommend award for Fire Station No. 39 for 30% Design Services to Auld & White Constructors, LLC, 4168 Southpoint Parkway, Suite 101, Jacksonville, FL 32216 for GMP amount of $194,000.00.

Funding is as follows:

Accounts	TOTAL
010366	
FRCP Fire Stations Capital Projects- Fire Control	
565051	
2	
32124-384020	
	$194,000.00

RGS/lw

Cc: Jonathan Page, P.E., Engineering and Construction Management
Lori West, Engineering and Construction Management

Attachment: Exhibit A - Scope & Fee Summary

EXHIBIT A

AULD & WHITE
CONSTRUCTORS • LLC

July 21, 2023

Re: Marine Fire Station No. 39
CDB-0165-22
30% Design & Precon Fee Proposal

Mr. Jonathan Page
City of Jacksonville Engineering Department
214 N. Hogan Street
Jacksonville, Florida 32202

Dear Mr. Page:

Auld & White Constructors, LLC (AWC) is pleased to submit our proposal for 30% Design and Preconstruction Services for Fire Station No. 39.

Our fee is based on the Preliminary Site Plan by Prosser dated January 5, 2021 with the following comments as discussed with JFRD & COJ on 6/27/2023.

1. Dock and Bulkhead will be by Others.
2. Entry Road & WJCT Parking Lot modifications are included in this scope of work.
    a. Provide WJCT with 211 parking spots.
    b. Pond modification for new entry road. COJ will utilize existing stormwater credits applicable to SJRWMD permitting.
3. Fire Station Site
    a. Based on initial investigation it appears the site is within a FEMA Coastal Flood AE5 zone. COJ GIS data indicates the site roughly at elevation 4.0. In order to comply with flood requirements the minimum finished floor elevation would be approximately elevation 7.0. Thus the site will be filled on average 2-3' to meet this requirement.
    b. Scope does not include compensatory volume for fill placed between the existing grade and flood elevation 5.0. It is anticipated that the existing stormwater pond can be filled without volume compensation.
    c. No water or sewer currently at the site. Offsite utilities to be confirmed and clarified. Given the relatively low level of the site it is anticipated that a sewer pump station will be required.
    d. 10 parking spaces required, 14 spaces preferred. Current staff is stated at 5 but needs to be able to expand to 7.
    e. Include improvements required for temporary trailer for fire boat operational use while the final fire station and associated improvements are constructed.
4. Fire Station
    a. Fire station 39 will be a new 2-story fire station with a 2-bay apparatus bay on the first floor and living quarters above. The fire station will include support elements required in a standard COJ prototype station. It will be designed to meet all local and state code requirements along with achieving Sustainable Building Certification as outlined by the City of Jacksonville.
    b. Critical infrastructure installed at 10' or above.
    c. Crew size will be Chief + 7 crew members, 3 shifts. (# of crew bunker gear and lockers is 7 x 3 shifts = 21).
    d. Fire station will be occupied during a hurricane. Per FBC Wind Speed Map, the fire station shall be designed for a basic wind speed of 143 mph for a Risk Category IV structure. This equates to a Category 3 hurricane.
    e. Emergency generator with 500-gallon fuel tank.
5. Riverwalk currently ends at west property line. Allow 20-25' strip between fire station site and bulkhead for future riverwalk.

Phase 1 Preconstruction – 30% design submittal for review and approval by COJ and JFRD. Scope includes:

1. Civil engineering and landscape design services for data collection and design to 30% completion level including:
    a. Survey of the upland portion of the development area including portion of the westerly edge of the existing stormwater pond
    b. GPR Survey - Underground utility locating
    c. Geotechnical / Soils exploration
    d. Environmental investigation of the soils
    e. Coordination with applicable utility agencies for connected improvements
    f. Pre-application conference with SJRWMD
    g. Pre-application meeting with COJ DMG (10-set)
    h. Fire flow test from JEA
    i. Allowance for wetland investigation
2. Architectural design services to provide 30% design submittal for review and approval by COJ and JFRD. No Mechanical, Electrical or Plumbing services included for 30% design phase.
3. Title work will be provided to Design-Builder by COJ for confirmation of existing easements within the project limit.
4. Hydrographic survey of pond completed by AR Polar provided to Design-Builder.
5. Excludes riverbank bulkhead, shoring and all design waterside of the St Johns River bank. Design-Builder will coordinate with Owner's contractor for access from fire station to the dock.
6. Environmental Services Allowance included for wetland investigation.

Preconstruction Phase duration is 16 weeks.

Total 30% Design Fee Proposal: $ 194,000

If you have any questions or need further clarification, please feel free to contact me at (904) 296-2555 or (904) 806-2563. Thank you for this opportunity and we look forward to working with the City of Jacksonville and the Jacksonville Fire & Rescue Department on another successful project.

Sincerely,

Cindy Reis

Cindy Reis
Business Development Manager – Public Sector

attachments

EXHIBIT A

Exhibit B

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

PART I - GENERAL

1. Project Design-Build Services for Marine FS No. 39	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant Auld & White Constructors LLC	**4. Date of Proposal** July 21, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 80.74	24	$ 1,937.78	
Project Manager	$ 74.07	64	$ 4,740.74	
Director of Preconstruction	$ 75.93	40	$ 3,037.04	
TOTAL DIRECT LABOR	$ 75.78	128		$ 9,700.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		170 % x Total Direct Labor		$ 16,490.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 26,190.00**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 2,600.00
SUBCONSULTANT COORDINATION: Item 11			**7.5%**	$ 11,400.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 1,250.00	
Transportation & Shipping	$ 145.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 1,395.00
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
SUB-TOTAL REIMBURSABLES		$ -
11. SUBCONTRACTS		
Goodson Bergen & Associates	$ 98,915.00	
LS3P	$ 48,500.00	
Wetland Investigation Allowance	$ 5,000.00	
	$	
	$	
	$	
	$	
SUB-TOTAL SUBCONTRACTS		$ 152,415.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 194,000.00**

EXHIBIT A

GOODSON, BERGEN & ASSOCIATES CONSULTING ENGINEERS, INC.

July 17, 2023

Mr. Cindy Reis
Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

Re: **COJ FS 39 – 30% Civil and Landscape Design, and related data collection for a new City of Jacksonville Fire Station** located along the St. Johns River

Dear Ms. Reis:

I appreciate the opportunity to provide you with this proposal for engineering services related to a new COJ Fire Station 39 and surrounding driveway and parking improvements east and north of the WJCT facility, which is understood to be owned by the City of Jacksonville. The project area noted is represented on the concept plan prepared by Prosser Engineering. This overall improvement area is the basis of this proposal for both data collection and conceptual design. Included in the data collection program is survey (Durden Surveying and mapping - JSEB) of the upland portions of the development area which will include a portion of the westerly edge of the existing stormwater pond, GPR (Underground utility locating – ETM Survey) of the project area, geotechnical / soils exploration (Universal Engineering Sciences) of the project area as related to the proposed improvements, and environmental investigation (Universal Engineering Sciences) of the soils of the project area. The data collection services are limited to the scopes noted within each of those company's fee proposals (attached).

It is understood the project consists of a new stand-alone 2-bay, 2- story fire station. This proposal includes obtaining the above noted and collected data to determine the influence on the desired improvements. Based on GBA's initial investigation, it appears the site is within a FEMA Coastal Flood AE 5 zone, and the COJ GIS data shows the site roughly at elevation 4. Thus, the minimum FFE would be roughly elevation 7.0, thus the site will be filled on average 2-3' to meet this requirement. Without having received any historical data on previous experienced flood data at this location, our fee proposal is based on the FEMA elevation data, while understanding it is COJ's desire to have all parts of the fire station component built as high as practically possible. Additionally, this fee proposal does not include compensatory volume for fill placed between the existing grade and flood elevation 5.0. It is also based on the understanding that the existing stormwater pond shown to be impacted with a driveway, can be filled without volume compensation and all improvements will be able to utilize COJ stormwater credits applicable to St. Johns River Water Management District permitting. Additionally, it is understood that a phased element associated with a temporary trailer for fire boat operational use while the final fire station and associated improvements are designed, permitted, and constructed is a part of this 30% program.

This proposal is assumed that title work will be provided to the GBA surveyor by the COJ Real Estate / Legal department for their use in confirming existing easements within the project limit.

A detailed scope of our services is limited to the following:

PART I. - DUE DILLIGENCE

A. Goodson Bergen & Assoc. (GBA) will coordinate and obtain the previously noted upland survey, the GPR survey, the geotechnical investigation, the environmental (limited) for the project improvement area. GBA will review the findings and data of each of the data collection disciplines. Note: This does not include any area waterside of the St. Johns River bank, as the water side / dock elements are being handled by another party. GBA will need to coordination with that party for access to the dock.

B. GBA will meet with the applicable utility agencies for coordination of the needed and connected improvements for the project.

C. GBA will have a pre-application conference with the St. Johns River Water Management District (WMD) regarding the project and stormwater credit permit understanding.

D. GBA will have a pre-application meeting with the COJ DMG (10 set) group.

E. GBA will request a fire flow test from JEA.

F. GBA will meet with COJ JFRD and related entities as related to the ownership and development team.

PART I. - LUMP SUM $ 5,500.00

PART II. - ENGINEERING

The tasks below shall be completed to an approximate 30% completion level.

A. GBA, once all investigative data is received, will coordinate with A&W Constructors, LS3P Architects, and COJ to confirm the findings and to commence with development understandings / issues to prepare a site horizontal control plan for the Fire Station 39 and other parking and driveway improvements.

B. GBA will prepare pre and post site development drainage calculations as supporting documentation for regulatory requirements.

C. GBA will prepare an existing conditions, demolition and erosion control plan.

D. GBA will prepare an erosion control plan/details and notes which shall be a basic guideline for turbidity/erosion control.

E. GBA will prepare a utility plan for the domestic water distribution of a drinking water, fire protection water and gravity sewer service to a sewer pump station.

F. GBA will prepare a paving & grading plan and associated details to accommodate the site improvements and stormwater collection system. Grading will be performed such that the

site improvements will properly drain and conform to current handicap accessibility (ADA) guidelines where applicable.

G. GBA will design the stormwater collection system of the fire station to collect and convey to the property line to connect to an off-site master stormwater "BMP" system. GBA will include / allow for the design of a stormwater discharge conveyance system / discharge pipe routing through the site to discharge to the St. Johns River should that discharge of the off-site treatment system be needed.

H. GBA will coordinate with a Landscape Architect (GBA retained Meg Cooke (JSEB)) for their preparation of a conceptual landscape plan.

PART II. - LUMP SUM $ 38,000.00

PART III. - SUBCONSULTANT DATA COLLECTION

(a) GPR INVESTIGATION / SURVEY
Provided by ETM Survey

PART V.(a) – LUMP SUM $ 15,915.00

(b) DESIGN SURVEY
Provided by GBA utilizing Durden Surveying and Mapping (JSEB) (Land survey)
PART V.(b) – LUMP SUM $ 24,000.00

(c) GEOTECHNICAL ENGINEERING
Provided by GBA utilizing Universal Engineering Sciences

PART V.(c) – LUMP SUM $ 6,200.00

(d) ENVIRONMENTAL SERVICES
Provided by GBA utilizing Universal Engineering Sciences

PART V.(d) – LUMP SUM $ 9,300.00

PART IV. - EXPENSES

Costs such as printing, plotting, blue lines, copies, parcel deliveries, and travel shall be invoiced in accordance with the GBA general conditions and rate schedule. This will be a direct reimbursable.

LUMP SUM FEE SUMMARY:

I. DUE DILLIGENCE & SITE PLANNING: $5,500.00
II. ENGINEERING: $38,000.00
V.(a) GPR INVESTIGATION / SURVEY: $15, 915.00
V.(b) DESIGN SURVEY: $24,000.00
V.(c) GEOTECHNICAL ENGINEERING: $6,200.00
V.(d) ENVIRONMENTAL SERVICES: $9,300.00
Special budget element: While not anticipated to be needed, suggest budgeting $5,000 for wetland investigation. This budget suggestion is not included in the lump sum provided.

LUMP SUM TOTAL: $98,915.00

EXCLUSIONS
The above Lump Sum Fees exclude all items not specifically identified. The below items are specifically excluded:

- Preparation or review of easement documents
- Resolve of any found soil contamination issues
- Riverbank Bulkhead / Shoring design (understood to be provided by others)
- Rezoning, zoning, or variance issues
- Land or Easement acquisition / modification issues
- Traffic Study / Traffic Signal Warrant
- Wetland/Wildlife/Archeological Identification, Studies, Flagging, or Permitting
- Stormwater pump systems
- Design of any stormwater management treatment or attenuation systems
- Groundwater studies/control designs
- Structural Designs (including foundations, bulkheads, retaining walls, or stormwater vaults)
- Building or Site Fire Protection studies/analysis/design (other than providing a fire water supply to the building for a fire sprinkler system designed by others.
- Flood zone / flood plain issues, Letter of Map Amendment or Revision.
- Site lighting/electrical design
- Upgrading of any existing on-site improvements other than specified in this proposal
- LEED or FGBC processes
- Offsite sidewalk or hardscape design / pavers
- FDOT permitting of any kind
- Any permitting
- Any designs beyond 30% level

ASSUMPTIONS/CLARIFICATIONS
In this proposal, it is understood that there are no defined development restriction issues beyond the standard City code criteria, JEA Utility Authority standards, and the WMD regulations.

While we have listed some exclusions above, should any services beyond our scopes listed be needed, they can be provided on an additional lump sum or on a time and material basis in accordance with the attached rate schedule. Should any understood scopes change, the fee proposal will be adjusted to fit the final scope needed.

Under this agreement GBA does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Thank you for the opportunity to offer our proposal for professional services. Should you find this proposal and attached general conditions acceptable, please indicate your approval by signing and returning one copy to our office. If you have any questions during your evaluation of our proposal, please do not hesitate to contact us.

Sincerely,
GOODSON, BERGEN & ASSOC., INC.

Edward L. Goodson
Principal

Jeffrey E. Bergen, PE
Principal

ELG/elg

Attachments: Rate Schedule – General Conditions

Accepted By:_____

Signature Typewritten Name & Title Date

EXHIBIT A

GOODSON, BERGEN & ASSOCIATES CONSULTING ENGINEERS, INC.

RATE SCHEDULE

Effective January, 2023

Principal / Sr. Professional Engineer	$ 195.00
Project Manager	$ 180.00
Project Engineer	$ 150.00
Sr. Designer/Field Representative	$ 135.00
Designer	$ 120.00
CADD Technician	$ 95.00
Administration	$ 55.00

(Rates Subject To Change)

GENERAL CONDITIONS

1. **Payment Terms:** Payment for the work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from the date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should there be any outstanding balance after the 30 days, Goodson, Bergen & Associates, Inc. (GBA) shall have the right to suspend work on the project. GBA will not seal drawings produced for this project under the terms of this agreement until all invoices billed up to that point have been paid in full.

   If the scope of our contract is modified, additional work will be undertaken under an additional lump sum fee or a time and material basis.

   Reimbursable expenses shall include, but not be limited to, mileage, long distance phone calls, courier fees, copies, blueprints, sub-consultant fees, etc., and will be invoiced as reimbursable expenses at a rate of 1.2 times the actual cost.

2. **Lump Sum Fees:** The lump sum fees, and corresponding scope of work has been formulated based on the level of project understanding conveyed to GBA at the time of proposal. The fees prepared are based on existing regulatory codes, ordinances and procedures known to GBA on the date of the proposal preparation. In the event the project scope changes, or regulatory changes are made that effect the design effort before or during the design process that require revisions to work completed that require additional design and permitting efforts, compensation for this additional work shall be on at time and material basis and in accordance with section 1, line 2 herein. Lump sum fees are valid for period of six months from the date of proposal. Should the project extend beyond the one-year period, GBA reserves the right to modify the required fees for the remaining tasks of the project.

   Should the project become phased, either by plan setup (if not originally proposed based on a phased format) or in construction, GBA reserves the right to additional service fees.

   In the event the project is put on hold status or non-substantial progress is being required by the client or client's representative for a period of more than 45 days, GBA reserves the right to impose a remobilization fee of 20% of the total lump sum price for each occurrence of delay.

   The lump sum fees do not include the cost of such services as surveying, soils testing, preparation of easements, hydrogeologic work, landscape or tree mitigation design, or wetland/environmental services unless specifically noted in the proposed scope of engineering services. If specifically noted in the proposed scope of engineering services, GBA's scope of work only includes coordination with consultants that provide such services.

   Should the owner engage an owner's representative to manage the project, GBA reserves the right to bill for additional meetings, coordination time and process that may be involved with the additional level of coordination.

   GBA has the right to charge additional fees to any construction administration service with a lump sum fee as related to perform site visits required to address construction issues that are not related to design question / issue, additional shop drawing reviews due to the wrong plans being processed for shop drawing production, or more than one bid process.

   Should any litigation occur between other parties that involves GBA's participation of providing information, whether in product or time, GBA reserves the right to additional service and material fees.

3. **Permit/Zoning:** This agreement does not include application fees to any regulatory agency. We require the client to furnish the appropriate fee at the time applications are submitted. GBA is not responsible to track or manage permit expirations for possible extension needs.

   Regulatory permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections may be provided by GBA as additional work under the contract. Compensation for this additional work shall be in accordance with Paragraph One (1) herein. In addition, unless otherwise specified in the contract, GBA is not responsible for permit timeframe management and applications for permit/approval extensions which includes concurrency.

4. **Liability:** By execution of the attached agreement, you acknowledge that GBA's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed $25,000 or GBA's fee, whichever is less.

   In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the owner and GBA agree that all disputes shall be submitted to nonbinding mediation unless both parties agree otherwise.

   In the event of a dispute arising out of this agreement, the parties agree that the sole venue for the litigation shall be State Court in Jacksonville, Duval County, Florida.

5. **Cost Opinions/Electronic data:** Cost opinions are not included in GBA standard services. Should Preliminary and detailed cost opinions of construction cost be performed, those cost are additional services and only represent our best judgment as a design professional familiar with the construction industry. It is recognized, however, that GBA has no control over the cost of labor, materials or equipment, over the construction methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, GBA cannot and does not warrant or

GOODSON, BERGEN & ASSOCIATES CONSULTING ENGINEERS, INC.

represent that any bids or negotiated prices will not vary from the owner's project budget or from any cost estimate of construction cost or evaluation prepared or agreed to by GBA. GBA retains sole ownership of its electronic files, and only at GBA's discretion will electronic files be provided. Should GBA provide electronic file to the client / owner, or their contractor(s), GBA will not be help responsible for any activities or use related to others use of the electronic files.

6. **Owners Representation:** GBA, unless informed of the owners retaining of an owner's representative prior to GBA providing a fee proposal, reserves the right to resend its proposal, modify the proposal, or terminate the GBA contract if executed (without penalty).

7. **Project Delay:** Should the project commencement not commence within 30 days of submittal or the GBA proposal, or if the project "starts and stops", GBA shall be eligible for additional fees. In general, GBA shall not be held liable for any schedule delays unless committed in writing with signature to schedule commitment. Additionally, even with a signed schedule commitment, GBA shall not be liable for schedule delays due to changes to the project made by others, regulatory processes out of the control of GBA, or any other delay out of the direct control of GBA.

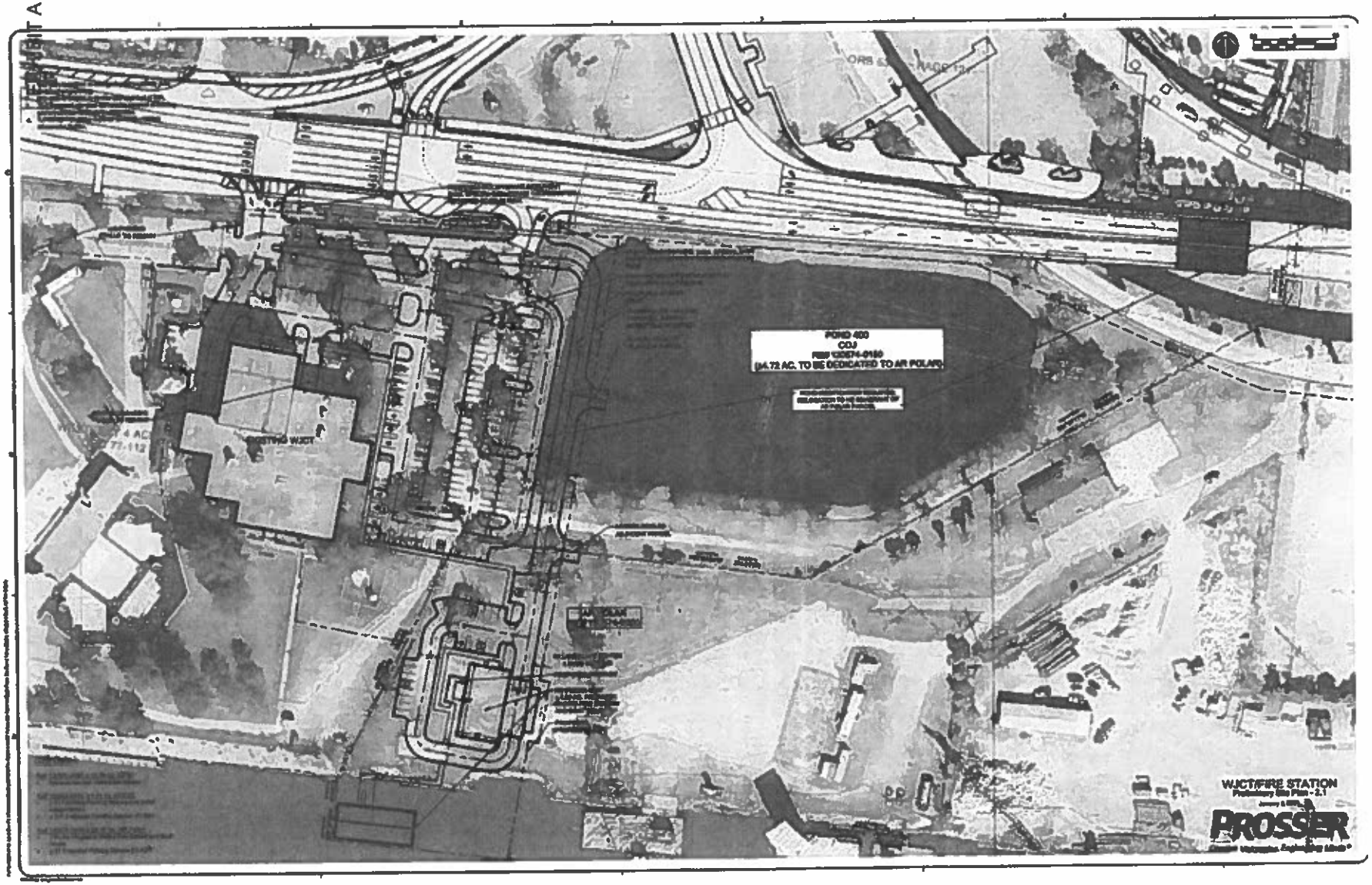
8. **Design:** Unless specific design criteria is formally provided to GBA, all civil/site design will performed based on standard GBA engineering practices. It is up to the client to determine if they have specific criteria needs and to provide the information to GBA prior to commencement of design. Should specific criteria be determined to be needed after design or construction services have been performed, it is the responsibility of the client to pay for the resolve of these issues. Additionally, GBA is not responsible for aesthetic or "feel" dislikes after design completion.

9. **Design Survey:** With the survey being the "foundation" of the civil design product, unless GBA is allowed to be involved in the selection of the surveyor on the project, or as a minimum be allowed to provide the specific survey data collection and presentation criteria, GBA reserves the right to additional service fees related to time spent in dealing with inadequate surveys, as related to the GBA standards, as deemed by GBA.

10. **Construction Management / CM / Value Engineering Process:** Unless it is disclosed to GBA prior to proposal preparation, GBA reserves the right to resend its proposal, modify the proposal, or terminate the GBA contract if executed (without penalty).

10175 FORTUNE PKWY., SUITE 403 * JACKSONVILLE, FL 32256 * (904) 519-7770 FAX (904) 519-7776

EXHIBIT A


POND 400
CDJ
FBW 120874-0150
(14.72 AC. TO BE DEDICATED TO AIR POLAR)
EXISTING WJCT
WJCT/FIRE STATION
PROSSER

ETM
VISION • EXPERIENCE • RESULTS

www.etminc.com
tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

July 14, 2023

Goodson Bergen & Associates
c/o Mr. Edward L. Goodson
11555 Central Parkway, Suite 103
Jacksonville, FL 32224
Tel: (904) 519-7770
Email: egoodson@gbacivil.com

Reference: ***COJ FS-39 ~ Subsurface Utility Services***

Dear Mr. Goodson,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for surveying services for the proposed COJ FS-39 project as located southerly of Gator Bowl Boulevard westerly of Festival Park Avenue in Duval County, Florida. Our proposed scope of services and fee schedule are as follows:

Subsurface Utility GPR and PCL Scanning Services

ETM will provide Ground Penetrating Radar (GPR) and Pipe and Cable Locator (PCL) Scanning Services for the project site described above and as depicted on attached graphic known hereto as "Exhibit A". The scope limits are as defined by the client in "Exhibit A". ETM personnel will scan the areas using passive and inductive methods to detect and mark any anomalies that resemble utility like structures. Any questionable anomalies shall be conveyed to the client for determination of priority. The deliverables will consist of a sketch of our findings, a summarized report including site photos. This scope of services does not include providing surveyed locations of any of the found anomalies nor any subsurface utility excavation.

****GPR and PCL Scanning Services.....$9,500.00***
Project Coordination..... $2,040.00
Post Processing/Deliverable..... $4,375.00
Lump Sum Fee $15,915.00

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

Goodson Bergen & Associates
c/o Mr. Edward L. Bergen

Reference: COJ FS-39 ~ Surveying Services

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

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

Items Not Included

Title Review	Excavation of Underground Facilities
Jurisdictional Wetlands Survey	Construction Layout
As-Built Survey	Plat Preparation
Sketch and Legal Description	County Plat Review
Mean High Water Line Survey	Plat Processing for Recordation
Document Processing for Recordation	Boundary Survey
Topographic Survey	Tree Survey

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM SURVEYING & MAPPING, INC.

Barry L. Scott
Director of Survey Operations, Shareholder

Accepted this _____day

of _____, 2023.

By: _____
Signature

_____
Print Name and Title

_____
Company

Attachments: General Conditions

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped. If during the execution of the services, ETM Surveying & Mapping, Inc. is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

Client agrees to pay mobilization charges for any work ordered when, upon arrival of survey crew, job site is not prepared for crew to properly perform scope of services.

INSURANCE - ETM Surveying & Mapping, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of $1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM Surveying & Mapping, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM Surveying & Mapping, Inc. in connections with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for surveying services or by our furnishing oral or written reports

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ETM Surveying & Mapping, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM Surveying & Mapping, Inc. and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM Surveying & Mapping, Inc. under this Agreement, or the total amount of $50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM Surveying & Mapping, Inc. agrees to increase the limits up to a maximum of $500,000 upon Clients written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

ENVIRONMENTALLY PROTECTED LANDS - ETM Surveying & Mapping, Inc. shall not be held liable or responsible for the location or lack of location of any areas within a job site that are considered environmentally protected or are restricted by City, County, State or Federal restrictions. ETM Surveying & Mapping, Inc. will, however, at the Client's request and expense locate such areas if they have been so designated with flagging by an environmental consultant and/or governmental authority. It is further understood that the Client shall be responsible for any permitting required in these areas and shall hold ETM Surveying & Mapping, Inc. harmless for any losses or liabilities resulting from such permitting or regulatory action.

RIGHT-OF-ENTRY - Client shall be responsible for obtaining rights of entry for ETM Surveying & Mapping, Inc.'s employees to any properties included in this contract for purposes of performing scope of work duties. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

CONSTRUCTION LAYOUT - It is understood by the Client that ETM Surveying & Mapping, Inc. shall not be held liable for any errors in layout or construction work when the original stakes or points have been destroyed or disturbed in any way.

It is further understood that the Client shall be responsible for furnishing ETM Surveying & Mapping, Inc with approved plans and specifications and/or revised plans and specifications for such layout and/or construction work and shall have a construction supervisor or authorized agent approve any and all field changes or modifications to such plans with a written statement.

ZONING RESTRICTIONS AND EASEMENT - ETM Surveying & Mapping, Inc. shall be held harmless for the location or lack of location of any easements, building setback lines or special restriction lines unless documents such as Title Opinions and/or Restrictive Covenants accurately describing such easements or lines have been supplied to us with sufficient time to review such documents.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by ETM Surveying & Mapping, Inc. as instruments of service pursuant to this Agreement, shall be the sole property of ETM Surveying & Mapping, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM Surveying & Mapping, Inc., pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM Surveying & Mapping, Inc.

SAFETY - Should ETM Surveying & Mapping, Inc., provide periodic observations and surveying services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM Surveying & Mapping, Inc. and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM Surveying & Mapping, Inc.

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

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

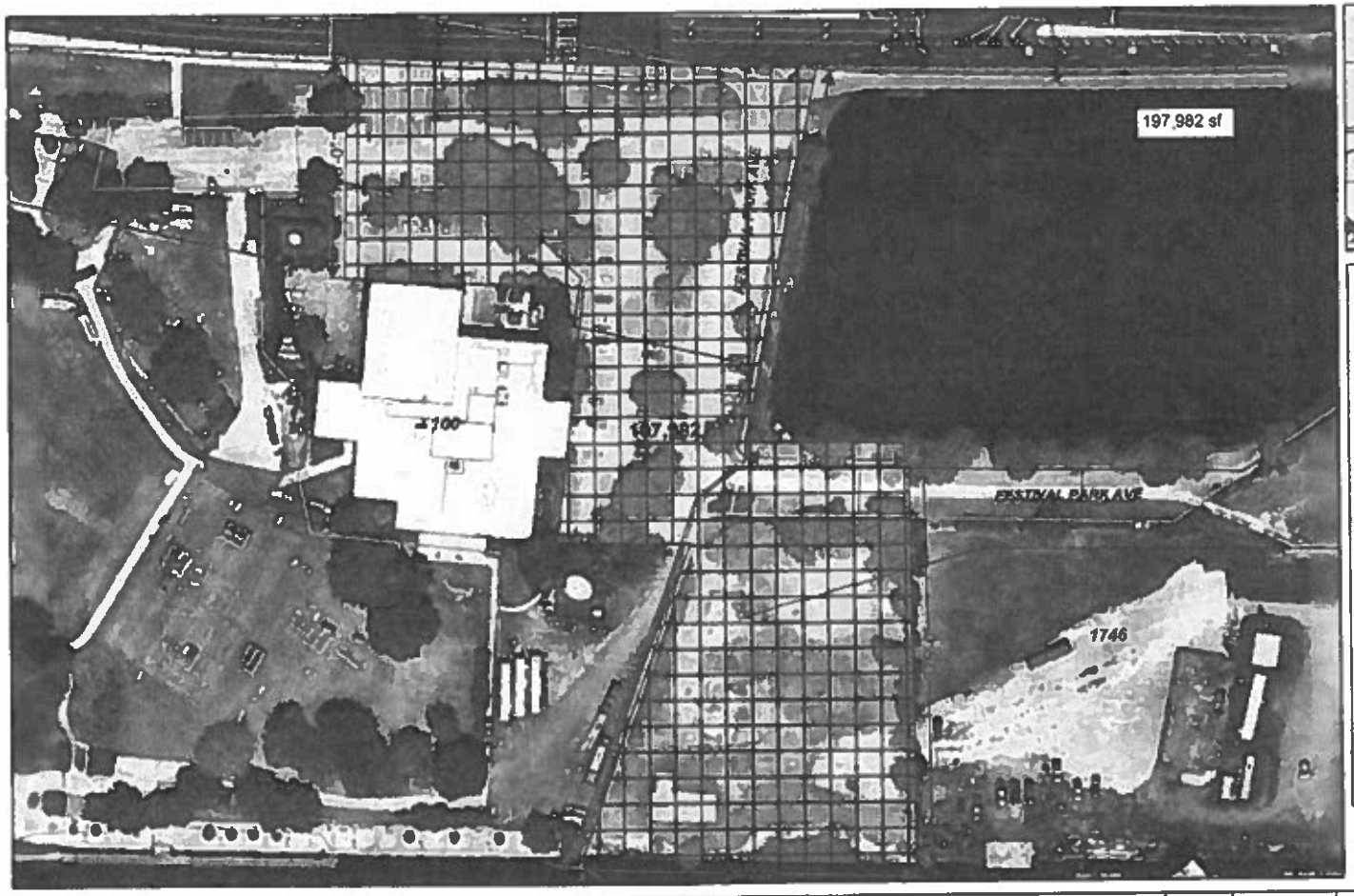
ASSIGNABILITY - Client and ETM Surveying & Mapping, Inc., respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM Surveying & Mapping, Inc. shall assign this Agreement without the prior written consent of the other party.

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

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM Surveying & Mapping, Inc. and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM Surveying & Mapping, Inc.

EXHIBIT A



Service area	Utility Owner
AT & T DISTRIBUTION	TELEPHONE
AT T	COMMUNICATION LINES, FIBER
CITY OF JACKSONVILLE TRAFFIC	CONDUIT, TRAFFIC SIGNALS
COMCAST CABLE COMMUNICATIONS	CATV
CROWN CASTLE NG	FIBER
MARGAY OF FLORIDA INC	FIBER
JACKSONVILLE ELECTRIC AUTHORITY ELECTRIC	ELECTRIC
JACKSONVILLE ELECTRIC AUTHORITY FIBER	FIBER
JACKSONVILLE ELECTRIC AUTHORITY SEWER	SEWER
JACKSONVILLE ELECTRIC AUTHORITY WATER	WATER
SUNREN	FIBER
MCI	COMMUNICATION LINES, FIBER
TECO PEOPLES GAS JACKSONVILLE	GAS
UNITI FIBER LLC	FIBER
VERIZON WIRELESS	FIBER
MARGAY OF FLORIDA DBA CLEARWAVE FIBER	FIBER TELEPHONE

0 25 50 100 150 200 Feet

ETM Survey & Mapping	WJCT 100 FESTIVAL PARK AVE	N W E S	Sheet No. 1	Utility Location Map Drawn By: David Ashley Checked By: Date: 7/14/2023

EXHIBIT A

DURDEN
Surveying and Mapping, Inc.
985 11th Avenue South
Jacksonville Beach, FL 32250
(904) 853-6822
Fax (904) 853-6825
E-mail: bruce@durdensurveying.com

Goodson Bergen and Associates.
Attention: Ed Goodson
10175 Central Parkway, Suite 105
Jacksonville Florida 32224

July 14, 2023

Re: Proposed Fire Station # 39 Boundary (Re# 130631-1000), Topographic, Tree and Utility Survey of multiple parcels located next to Metro Park, WJCT Channel 7 all in Section 45, Township 2 South, Range 27 East, Duval County Florida. Proposed Fire Station assumed to be positioned on RE # 130631-1000., Jacksonville Florida

Mr. Ed Goodson,

At your request, I have prepared this proposal for Professional Land Surveying Services to prepare a complete Boundary, Topographic Utility and Tree Survey correctly on the Florida State Plane Coordinate system to be used for horizontal control. Our survey will show at least 8 benchmarks on or near the site on NAVD Datum of 1988 to exceed our standards of practice. The total for each item are as follows and only good if we are contracted to perform the entire scope.

1.) Boundary Survey of the actual site aka 115 Festival Park Avenue. We will convert to Florida State Plane Coordinates for Bearings and distances around said boundary. $4500.00. Note there might be indication of q possible submerged land lease that will not be included unless we are provided with paperwork. The property appraiser and former COJ Surveys do not show any data and it might not even be valid anymore with the current re-development in this area.

2.) Topographic Survey of the highlighted area shown on your aerial on a minimum of 50 by 50 foot grid running lines 50-100 feet outside boundaries where we can and up to adjacent buildings with finished floor elevations of WJCT Channel 7. This area will be bounded on the North by the south land of East Bay Street as newly constructed, on the east into the pond to at least to the east edge of the proposed fire station site (projected North), The south Boundary will be the approximate mean high water line of the St Johns River as established by elevation from FDEP.

(Continued next page)

EXHIBIT A

The west boundary of the topo will extend west into RE #130588-0150 slightly including the WJCT channel 7 building all the way to the Northwest corner of said building..... .....$11,500.00

3.) Full Route survey showing all visible or flagged utilities along the south Right of way of Bay Street east to the pond, then south along Festival Park Avenue and back east along said road to at least 100 feet past the east line of the subject property.$5500.00 (There are plenty of above ground indicators of utilities within the WJCT site, however if anything underground needs to be verified, it might possibly require a private locator.

4.) Protected Tree Survey of trees within the subject parcel and adjacent right of way and since this site is so unusual, I would recommend to pick up the trees in the WJCT Parking lot since it may affect your design.....$2500.00

All elevations will be on NAVD Datum of 1988 and we will provide Florida State Plane Coordinates on all of our control points around the property as well as boundary for future use and reproduction if corners are knocked out. We will keep bearings and all datum on Florida State Plane just to make it easy for anyone to reproduce during or after construction.

As always, we do appreciate this opportunity to be of service to you and look forward to chance of working with you again. Please feel free to call if you have any questions, comments or suggestions that may help this project go smoothly.

Thank You Very Much

H. Bruce Durden Jr., PLS #4707

Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

EXHIBIT A

July 14, 2023

Goodson, Bergen, and Associates
11555 Central Parkway, Ste 103
Jacksonville, Florida 32224

Attention: Mr. Ed Goodson

Subject: **PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**
COJ Fire Station #39
Jacksonville, Florida
UES Proposal No. 2028796
UES Opportunity #: 0930.0723.00006

Dear Mr. Goodson:

Universal Engineering Sciences, LLC (UES) is pleased to submit our proposal to conduct the geotechnical engineering services for the subject project. Our understanding of this project, together with our proposed scope of services and cost, are presented in the following paragraphs.

PROJECT INFORMATION

Project information was provided to us in recent correspondence with you. We were provided with a copy of a Concept Plan prepared by Goodson Bergen & Associates dated March 25, 2022. This plan shows the boundary limits of the property and the layout of the proposed construction.

We understand that the project consists of a new two-story fire station building with an attached covered drive through area, a lift station, and associated pavement areas. Additionally, the scope includes reconstruction of the existing asphalt pavement areas and partial in-filling of the existing storm water pond to the north of the site. Detailed structural loads have not been provided, therefore we assume maximum column and wall loads will not exceed 100 kips and 4 klf, respectively. We understand that fill on the site could be on the order of 2 to 5 feet.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of this geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction.

Field Exploration – Based on our understanding of the project information, as requested, we propose to perform three (3) Standard Penetration Test (SPT) borings in the proposed building area to depths of 25 feet below the existing ground surface and one SPT boring in the lift station area to a depth of 20 feet. We will perform a total of fifteen (15) auger borings (four (4) within

the new construction area and eleven (11) within the adjacent existing pavement areas) to depths of 6 feet. We will also perform two (2) muck probe soundings within the existing pond.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean-up including backfilling the boreholes with soil-cuttings for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that the rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

This proposal assumes the client has obtained permission including any necessary permits from the property owner and/or regulatory agency and authorizes UES to perform limited site clearing to access the test boring locations. We anticipate that the site will be accessible by our truck-mounted drill rig.

Our fee estimate does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures.

We will conduct all drilling and sampling in general accordance with applicable ASTM and AASHTO standards. At the completion of drilling, we will transport all samples to our laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System.

Engineering Services – A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the recommended exploration and engineering study will be presented in a report containing the following:

1. A brief discussion of our understanding of the anticipated construction and imposed loading conditions.

2. A presentation of the field and laboratory test procedures used and the data obtained.

3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).

4. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.

5. Recommendations for foundation design parameters.

6. Recommendations for pavement design parameters.

7. Recommendations for site preparation/earthwork construction.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory investigation, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for an estimated fee of **$6,200.00.** We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical exploration within 2 weeks of receiving the written notice to proceed. The field work is estimated to require two days to complete. As soon as all field and laboratory tests have been completed and reviewed by a geotechnical engineer, verbal results and recommendations can be provided. The written report should then be available within four weeks after authorization to proceed.

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions. Alternatively you may issue us a Purchase Order to authorize these services.

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

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES

Stephen R. Weaver, P.E.
Geotechnical Services Manager

Attachments: Work Authorization/ Proposal Acceptance Form
General Conditions

EXHIBIT A

UNIVERSAL ENGINEERING SCIENCES, LLC

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, LLC (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: COJ Fire Station #39

PROJECT LOCATION: Jacksonville, Florida

CLIENT NAME: Goodson, Bergen, and Associates
Mr. Ed Goodson

Date: July 14, 2023

CLIENT ADDRESS: 11555 Central Parkway, Ste 103
Jacksonville, Florida 32224

Phone No.: 904-519-7770
Email: egoodson@gbacivil.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

As Shown in UES Proposal No. 2009889 (attached)

LUMP SUM FEE - $6,200.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. UES General Conditions.
B. UES Proposal Dated: July 14, 2023
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: _____ Social Security Number or Federal Identification No.: _____

Address: _____

Attention: _____ _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT		UNIVERSAL ENGINEERING SCIENCES	
BY (Signature)		BY (Signature)	
TYPED NAME		TYPED NAME	Stephen R. Weaver, P.E.
TITLE		TITLE	Geotechnical Services Manager
DATE		DATE	July 14, 2023

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES
5561 Florida Mining Boulevard South
Jacksonville, Florida 32257
TELEPHONE: 904-296-0757 / FAX: 904-296-0748

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

EXHIBIT A

SECTION 1: RESPONSIBILITIES 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES 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 UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected 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 UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3 To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents,

and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 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, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

July 13, 2023

Goodson Bergen & Associates
11555 Central Parkway, Suite 103
Jacksonville, Florida 32224

Attention: Mr. Ed Goodson
egoodson@gbacivil.com

Reference: **SOIL AND GROUNDWATER ASSESSMENT PROPOSAL**
AR Polar Fire Station
1534 Adams Street
Jacksonville, Duval County, Florida 32202
UES Opportunity No. 0940.0723.00008 | DOCs No. 2028688

Dear Mr. Goodson:

Universal Engineering Sciences (UES) is pleased to submit our proposal to conduct a Soil and Groundwater Assessment at the above referenced site (the "subject property"). The scope of services presented under this proposal was developed based upon conversations with the Client on July 11, 2023. Based on the conversation, the Client is concerned with potential soil and/or groundwater contamination in the area of proposed construction of a fire station and parking area. In addition, it was agreed to that groundwater samples would also be collected to aid in the future preparation of an FDEP Dewatering Permit associated with future construction activities (the costs associated with the preparation of the permit will be proposed under a separate cover).

PREVIOUS SITE ASSESSMENT ACTIVITIES

UES was provided multiple assessment documents by the Client in an email dated July 11, 2023. The attachments included a Natural Attenuation Monitoring report, a Site Assessment and Source Removal report, and an associated Site Rehabilitation Completion Order (SRCO). In addition, the email included a brief narrative from Mr. Eric Fuller with the City of Jacksonville's Solid Waste Division. The email included the following:

- *The site was part of several Alexander Brest Trust Properties and was referred to as Brest Trust Site 1 and/or Moran Towing.*
- *The site was previously listed as occupied by Moran Towing and addressed at 1534 Adams Street. Moran apparently occupied the site beginning around 1975.*
- *Available assessment information beginning in 1997 indicated the detection of chlorinated solvents in the soil and groundwater.*
- *The site underwent remedial actions to remove solvent contaminated soils in 2000/2001.*
- *The site has had numerous groundwater monitoring events for chlorinated solvents.*
- *In 2005, the Florida Department of Environmental Protection (FDEP) issued a SRCO for the site (attached – Brest Trust 1 SRCO starts on PDF page 11) – i.e. this is a "no further action letter" related to the chlorinated solvents.*

- *The property adjacent to the east was known as Brest Trust Site 2 / Cross State Towing. FDEP issued an SRCO for past contamination detected at this site in 1999.*
- *The adjacent WJCT property maintains one 650-gallon emergency generator aboveground storage tank that was listed in compliance as of Nov. 17, 2022.*

Attached are regulatory document for reference. I do not see any outstanding regulatory compliance items listed for this property.

Historically, based on aerial photos back to the 1940s, the site appeared utilized mostly for storage type or marine support activities with an apparent railroad spur(s) crossing the property. As mentioned above, Moran Towing reportedly occupied the property starting in 1975. The bulkhead appeared to have been removed in some areas in the late 1990s/early 2000s and various rip rap is apparent in those areas. Aerial photos of the area were previously provided. The railroad spur(s) and potential fill activities along the waterline may present potential concerns.

PREPARATION AND MOBILIZATION TASK

UES will provide the necessary field equipment, consultants, personal protective equipment, and sampling supplies to conduct the assessment and sampling activities. The onsite subsurface investigation activities will be overseen by experienced personnel that are trained in drilling activities and site investigation tasks associated with assessment activities of this nature. UES will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

FIELDWORK TASK

a. **Soil Sampling** – UES will supervise the installation of eight soil borings utilizing direct push technology via a track-mounted Geoprobe® rig equipped with a Macro-Core continuous-core sampler. The soil borings will be collected in specific locations based on both previously-reported areas of impact, as well as locations agreed to by the Client (based on proposed construction areas). The soil boring locations will be pre-cleared utilizing a stainless-steel hand auger at least four feet below ground surface (bgs). The soil sampling equipment will be properly decontaminated prior to the initiation of each soil boring. Discrete soil samples will be collected at one-foot intervals from each soil boring from the existing grade to the soil/groundwater interface. UES will screen for visual/olfactory impacts and organic vapors using a portable volatile organic monitor (OVM) to determine which soil sample from each selected soil boring will be submitted for laboratory analysis.

b. **Temporary Groundwater Monitoring Well Installation and Sampling** – UES will supervise the installation of five shallow temporary monitoring wells using direct push methods. The monitoring wells will be installed in the five of the eight worst-case soil boring locations. The shallow monitoring wells will consist of 0.01-inch well screens and will be installed utilizing a track-mounted Geoprobe® drill rig. Each of the temporary monitoring wells will be constructed of one-inch diameter Schedule 40 PVC with ten feet of 0.010-inch slotted screen and approximately two feet of solid PVC riser. The annular space will then be packed with 20/30 silica sand to the ground surface. The temporary monitoring wells will then be developed by the over pumping method to remove fine-grained material from the sand pack and ensure adequate hydraulic connection with the aquifer.

   Sampling will be performed in general accordance with FDEP's Standard Operating Procedures for Field Activities (DEP-SOP-001/01). The soil and groundwater samples will be transported to a NELAP

certified laboratory for chemical analysis. The following table presents the proposed soil and groundwater analytical testing to be investigated at the subject property:

Environmental Area of Concern	Soil Sample Analysis	Groundwater Sample Analysis
Previous usage of the property and adjoining properties	8 for VOCs	5 for VOCs

Table Notes:
VOCs –Volatile Organic Compounds by EPA Method 8260

REPORTING

The methods and results of the soil and groundwater assessment will be presented in a summary report which includes the following items:

- A brief description of the previous assessments;
- Methodologies utilized to advance/install the soil borings and monitoring wells and sampling techniques to collect the soil and groundwater samples for laboratory analysis;
- Findings of the activities conducted, including temporary monitoring well completion details, purge and sample records, a site map depicting the approximate sample locations, chain-of-custody records, and copies of the laboratory analytical reports; and,
- Recommendations regarding the environmental condition of the subject property.

PROJECT ASSUMPTIONS

The following project assumptions apply to this proposal:

- The client will provide UES with written authorization to proceed with the proposed scope of services and associated fee prior to UES mobilizing to the subject property.
- This proposal has been prepared on a fixed-fee basis. UES will not perform any task which exceeds budgetary constraints without first discussing potential fees with client.
- The soil borings and monitoring wells can be installed using standard direct push technology and the proposed drilling locations are accessible with track-mounted drilling equipment and a truck.
- Costs may increase due to delays caused by limited or restricted site access.
- Unforeseen conditions encountered during drilling which require excessive time and/or stand by time will require additional labor and equipment charges.
- The generated waste is classified as non-hazardous.
- UES will not be responsible for adverse weather conditions that cause excessive delays and fees to complete the scope of services.
- These assessment activities will be completed on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays) and a standard laboratory sample analysis turnaround basis.
- Fees presume that Level D personal protective equipment is adequate for all site activities.
- Out of scope services and fees will only be conducted once UES and the client agree to any such changes under an approved contract change order.

SCHEDULE

The field activities for the soil and groundwater assessment will be scheduled as soon as possible following receipt of written authorization to proceed. Please allow up to two weeks to schedule the field activities. It is estimated that the field activities will take up to two onsite working days to complete. Final laboratory analytical results will be available within 7 to 10 working days from the date that the laboratory receives the samples. The report will be delivered to the client within approximately 45 days from written authorization to proceed with this proposal.

FEE

We propose to conduct the scope of work in accordance with our General Conditions for a fee of **$9,300.00.** This proposal shall remain effective for 30 days. Should you require more than 30 days to formally authorize us to proceed; we will require an update of our proposal to account for any changes in the scope of services and associated fees. If you would like us to proceed, please sign the enclosed Work Authorization/Proposal Acceptance Form and return one copy to UES for our files. This fee estimate includes an electronic copy of the Site Assessment report being submitted upon project completion.

UES appreciates this opportunity to offer our services and we are looking forward to the assignment. If you have questions or comments regarding the information in this proposal or if we can be of further assistance, please do not hesitate to contact the undersigned.

Respectfully submitted,

UES

Thomas M. Borchert, L.E.P.
Environmental Department Manager
Jacksonville Branch Office
tborchert@TeamUES.com

Distribution: Client via email

Enclosures: Work Authorization/Proposal Acceptance Form
UES General Conditions

WORK AUTHORIZATION/PROPOSAL ACCEPTANCE FORM

IF PROPOSAL IS ACCEPTED, SIGN FORM, RETURN ONE FORM TO UES AND RETAIN ONE COPY FOR YOUR FILES.

Universal Engineering Sciences (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: AR Polar Fire Station Parcel

PROJECT LOCATION: 1534 Adams Street, Jacksonville, Florida 32202

CLIENT NAME: Goodson Bergen & Associates **Attn:** Ed Goodson **Phone:** 904-519-7770

CLIENT ADDRESS: 11555 Central Parkway Suite 103, Jacksonville, Florida 32224 **Email:** egoodson@gbacivil.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

Soil and Groundwater Assessment Activities and Reporting **$9,300.00**

0940.0723.00008
2028688

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

a. UES General Conditions
b. UES Proposal Dated: July 13, 2023
c. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
d. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed to someone other than the account charged, please indicate where below:		If invoice is to be charged to a credit card please complete info below:			
Firm:		Credit card: Visa ☐ MasterCard ☐ Discover ☐ American Express ☐			
Address:		c/c #		Exp.	
		Name as appears on card:			
Attention:		Address:			
Title:					
SS# Or FEID#:		Amount:		3 or 4 digit Security Code (on back of card):	

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

Client:	_____	**Universal Engineering Sciences**	
By (Signature):	_____	By (Signature):	_____
Typed Name:	_____	Typed Name:	Thomas M. Borchert, L.E.P.
Title:	_____	Title:	Environmental Department Manager
Date:	_____	Date:	July 13, 2023

Return Executed Copies to: UES
5561 Florida Mining Boulevard South, Jacksonville, Florida 32257 | (904) 296-0757 | teamUES.com

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES 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 UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected 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 UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

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SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

LS3P ARCHITECTURE • INTERIORS • PLANNING

EXHIBIT A
PROPOSAL FOR ARCHITECTURAL SERVICES

Date: July 20, 2023

Client: Nathan Marty
Auld & White Constructors
1458 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

JACKSONVILLE
OFFICE LEADER
Tom Norman,
Architect
FL Registration
No. AR0014604

For a complete
list of architects
registered in
Florida please
visit LS3P.com/FL

Project: City of Jacksonville Design-Build Services Marine Fire Station #39
Jacksonville, Florida 32202
Architect's Project No. 0751-231620

LS3P appreciates this opportunity to submit this proposal for architectural services to develop a 30% design for new Marine Fire Station #39 based on our understanding of the RFQ for the Design-Build Services Marine Fire Stations #s 39 and 68 issued by the City of Jacksonville and the Pre-Con Kick Off Meeting held on June 27, 2023.

SCOPE OF WORK

The design of the new fire station shall be a two-story building with two apparatus bays located on the first floor, living quarters on the second floor, and all critical infrastructure installed at 10 ft or above. The following requirements will be implemented into the new design:

- Minimum first floor finish floor elevation of 6.0.
- Two (2) drive-thru apparatus bays. (JFRD will allow for back-in bays if site cannot accommodate the required driveway for drive-thru bays.)
- Maximum crew size of eight (8) persons - Chief plus seven (7) crew members.
- Bunker Gear room with 21 lockers.
- Remain operational during a hurricane.
- Emergency Generator with 500-gallon fuel tank.
- Interior shall include all functional and support elements required by the current COJ JFRD prototype fire station design.
- Comply with all applicable building and life safety codes.
- Comply with all applicable requirements of the Florida Accessibility Code.
- Achieve a Florida Green Commercial Building Standard Bronze certification.

Per the Florida Building Code Wind Speed Map, the fire station shall be designed for a basic wind speed of 143 mph for a Risk Category IV structure. The code required design wind speeds for the project will be 143 mph for the Ultimate Design Wind Speed and 111 mph for the Nominal Design Wind Speed. This equates to just above a Category 3 hurricane.

Marine Fire Station #39 shall be designed to be a low-maintenance, durable, fire-resistant, and hurricane-resistant structure. To achieve this, the proposed building construction type will be concrete tilt-up panel exterior walls with a low-slope fully adhered thermoplastic polyolefin

membrane roof system on polyisocyanurate rigid insulation board on steel decking on sloped steel bar joists. The second-floor construction shall be concrete fill on metal decking on steel bar joists or beams supported by concrete bearing walls and steel columns as required.

The design of Marine Fire Station #39 will be similar to Marine Fire Station #40; however, the exterior design must be complementary to and sensitive of the high-profile location of the project site along the downtown waterfront.

For the purposes of this proposal, it's understood that the proposed construction cost for the new fire station (excluding sitework) is $5,500,000.

SCOPE OF BASIC SERVICES

TASK 1: PROGRAMMING PHASE

1. LS3P will attend a site visit with COJ, JFRD, and Auld & White to Marine Fire Station #40 to review the existing design and construction to see what elements of that design would be applicable to the design of new Marine Fire Station #39.
2. LS3P will attend a site visit with COJ, JFRD, and Auld & White to Fire Station #75 to review the existing design and construction of the latest prototype fire station design.
3. LS3P will prepare an initial program based on the proposed scope of work and the site visits to Marine Fire Station #40 and Fire Station #75.
4. LS3P will attend a design kickoff meeting with COJ, JFRD, and Auld & White Constructors. The agenda for the meeting shall include the following:
    a. Review project scope of work.
    b. Review space programming requirements.
    c. Review operational requirements.
    d. Review adjacency requirements for all individual spaces, collaborative spaces, ancillary spaces, and amenity/support spaces.
    e. Review design schedule.
    f. Review Florida Green Commercial Building Standard application and review all mandatory requirements and identify those credits that are either achievable, possible, or not achievable.
2. Provide meeting minutes and revise as required.

TASK 2: SCHEMATIC DESIGN PHASE

1. Upon receiving written approval of the programming requirements, LS3P will commence with developing a concept design.
2. The concept design will include 3-dimensional views of the fire station and floor plans.
3. Upon completion of the concept design, LS3P will attend a meeting with COJ, JFRD, and Auld & White to present the concept design.
4. Based upon review comments received from the concept design presentation, LS3P will revise the design as necessary to meet with COJ, JFRD, and Auld & White approval.
5. LS3P will revise the design as requested and will attend up to two additional meetings to review the concept design.
6. Upon receiving written approval of the concept design, LS3P will commence with preparing a 30% Design Submittal and one full-color rendering.

7. The 30% Design Submittal will include the following deliverables:
   a. Cover Sheet.
   b. Index of Drawings.
   c. Abbreviations, General Notes, and Project Directory.
   d. Building and Life Safety Code Analysis.
   e. First Floor Plan.
   f. Mezzanine Floor Plan.
   g. Second Floor Plan.
   h. First Floor Reflected Ceiling Plan.
   i. Second Floor Reflected Ceiling Plan.
   j. Roof Plan.
   k. Exterior Elevations (including 3D views of the model)
   l. Building Section(s).
   m. Room Finish Schedule.
   n. Finish Color Legend indicating all finish selections for basis-of-design building materials and products.

DELIVERABLES

All drawings will be provided in electronic (PDF) format. All drawings for the 30% Design Submittal will include the City of Jacksonville title blocks and will have a sheet size of 24" x 36". All deliverables will be sent electronically for file download. Printing is not included in this proposal but can be provided as a reimbursable expense.

EXCLUSIONS

The following items are excluded from LS3P's scope of services and fees:

- Providing services to investigate existing soil and environmental conditions including geotechnical conditions.
- Providing topographic or property surveys
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical, Electrical, or Plumbing Engineering
- Fire Protection Engineering
- Any specialty consultants including IT/cabling, signage, or other specialized consultants not listed or otherwise outside of normal design criteria.
- Construction cost estimating
- Design, selection, specification or procurement of furniture, furnishings, and equipment
- Art or plantscape design consultation or coordination
- Environmental graphics and project signage
- Document Reproduction and Printing

DESIGN SCHEDULE		
Task	Phase	
Task 1	Programming	3 weeks
Task 2	Schematic Design – Concept Design	5 weeks
Task 2	Schematic Design – 30% Design Submittal	4 weeks
Total		12 weeks

DESIGN FEE			
Task	Phase	Total Fee per Phase	% of Total Fee
Task 1	Programming	$4,850	10%
Task 2	Schematic Design	$43,650	90%
Total		$48,500	100%

LS3P will bill monthly to the percentage of work completed in each phase according to the Design Fee Schedule above.

ADDITIONAL SERVICES

Additional services not covered in the above scope of work as part of this proposal but found to be necessary shall be recoverable.

For any hourly work, the LS3P design team will be billed at the hourly rate levels per the attached "Standard Agreement Provisions and Hourly Rates".

REIMBURSABLE EXPENSES

In addition to our compensation, we would ask that we be reimbursed for expenditures incurred by LS3P specifically for this project. These expenses will be invoiced monthly at our actual cost times a multiple of one and one-tenth (1.1) for administrative expenses. These expenses are outlined and described in the attached rate schedule as made part of this proposal.

FORM OF AGREEMENT

ConsensusDocs 420 Standard Form of Agreement Between Design-Building and Design Professional as revised by this Proposal for Architectural Services.

LS3P has developed this scope of service and fee proposal based on our experience. Please review and contact me if you have any questions. We will be more than happy to discuss options with you to ensure that the scope of work and fee proposal meet with your expectations.

If this proposal is agreeable, please sign on the following page and return to me. Upon execution of the form of agreement, LS3P will commence with the design.

LS3P appreciates the opportunity to submit this fee proposal and we greatly look forward to working with you on this project.

Respectfully,

LS3P

Scott A. Brady, AIA, NCARB, LEED AP
Senior Project Manager | Vice President | Principal

Enclosures

Proposal Accepted and Authorized By:

Printed Name	Signature	Position/Title	Date

Cc: Tom Norman

LS3P ARCHITECTURE • INTERIORS • PLANNING

STANDARD AGREEMENT PROVISIONS AND HOURLY RATES

Effective June 1, 2021

LS3P provides Architecture, Interiors, and Planning Services on a time and materials basis as follows:

1. Compensation for Services provided by LS3P personnel shall be at the following hourly rates:

Administrative	$75
Technician	$110
Senior Technician	$135
Designer	$110
Architectural Staff I / Interior Design Staff I / Design Staff I	$120
Architectural Staff II / Interior Design Staff II / Design Staff II	$135
Architectural Staff III / Interior Design Staff III / Design Staff III	$150
Senior Architect / Senior Interior Designer	$175
Project Manager	$190
Senior Project Manager	$215
Officer / Principal	$225
Senior Officer / Principal	$250

2. For Services of Professional and Engineering Consultants including but not limited to Structural, Civil, Mechanical, Electrical, Plumbing, and Surveying Services, a multiple of 1.25 times the amount billed to LS3P will apply.

3. Minimum billable time for Depositions and Testimony is One-Half Day.

4. Billing will occur monthly or at the completion of the work, whichever comes sooner, with payments due upon receipt.

5. After thirty (30) days from the date of invoice, payments due and unpaid shall bear a late charge of one and one half percent (1.5%) per month from the date of invoice.

6. This standard schedule is subject to change 6 months from date of issuance.

7. Reimbursable Expenses (i.e., Travel, Reproductions, Printing, Plots, Postage, Handling and Delivery, Facsimile, Long Distance Communications, Renderings, Models, etc.), incur a multiple of 1.1 times the amount expended by LS3P. For limited quantities of in-house print or electronic media production, the following billing rates will apply:

Black & White	Bond	Premium Bond	Black & White Scans
30" x 42"	$2.00	$3.00	$2.50
24" x 36"	$1.00	$2.00	$2.00
15" x 21"	$0.50	$1.00	$1.25
11" x 17"	$0.25	$0.50	$0.25
8.5" x 11"/14"	$0.10	$0.20	$0.15

Color	Premium Bond	Satin or Gloss	High Res. Color Scans
30" x 42"	$45.00	$60.00	$20.00
24" x 36"	$30.00	$45.00	$20.00
15" x 21"	$20.00	$30.00	$20.00
11" x 17"	$1.00	$1.25	$1.00
8.5" x 11"/14"	$0.65	$0.75	$0.75

Electronic	Internet	CD	DVD
Data Transfer	No Charge	$15.00	$25.00
Facsimile	No Charge		
Email / FTP	No Charge		

Large quantity reproductions, blue-line prints, black-line prints, sepia prints, high resolution scans, and other special graphic media formats will be outsourced at vendor pricing plus customary 10% markup.

8. Digital Reproduction of Documents and Instruments of Service (limited to computer generated drawings and not to be considered Contract Documents as defined by the General Conditions for the Contract for Construction) may be obtained for specific qualified purposes with appropriate authorization and subject to an LS3P Letter of Agreement stating Terms and Conditions for release. Drawing Sheets prepared using Autodesk® Revit®, Autodesk® AutoCAD®, and Bentley® MicroStation® application software shall have the following per sheet billing rates as Digital Documents:

Electronic Files Formats		Per Sheet
DWG	(Autodesk® Drawing File)	$30.00
DGN	(Bentley® Design File)	$30.00
DXF	(Autodesk® Data Exchange File)	$30.00
DWF	(Autodesk® Design Web Format)	$10.00
PDF	(Adobe® Portable Document Format)	$4.00

Autodesk Revit and AutoCAD drawing files represented in the DWG and DXF file formats and Bentley MicroStation design files represented in the DGN file format are viewable, printable and editable using application software. Autodesk Design Web Format or DWF files and Adobe® Portable Document Files or PDF files formats are viewable and printable using Autodesk Design Review and Adobe Acrobat Reader, respectively. These software viewers are available as free downloads. DWF and PDF file formats are not editable and may be scaled, red-lined or otherwise marked up without changing the original files. Additional charges for file format conversion may apply.

TO: COJ EBO/JSEB Administrator

FROM: Auld & White Constructors, Inc.

PROJECT TITLE: Design-Build Services for Marine Fire Stations

PROJECT NUMBER: CDB-0165-22

JSEB ELIGIBILITY STATEMENT

The following is submitted pursuant to Jacksonville, FL Code of Ordinances, Part 6. – JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM.

Section 126.615.(d) *Subcontracting*. As a non-JSEB prime contractor, Auld & White shall provide to the maximum extent possible subcontracting opportunities to those trades typically established as subcontractors. The following scopes of work are not subcontracted and are not part of the calculation for JSEB eligibility:

Auld & White Constructors (AWC) Labor, Overhead, Profit, Subconsultant Coordination; JEA Fire Flow Test.

The Revised Construction Cost for JSEB Eligibility.

Total 30% Design Preconstruction Cost:	$ 194,068
Non-Subcontracted Total:	($ 40,272)
Preconstruction Cost for JSEB Eligibility:	$ 153,796
JSEB Total (Form 1)	$ 27,750

JSEB Participation Percentage: 18.0%

JSEB FORM 1
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER: Auld & White Constructors, LLC

PROJECT TITLE: Marine Fire Station No. 39 - 30% Design & Preconstruction Services

BID NUMBER: CDB-0165-022 TOTAL BASE BID AMOUNT: JSEB Eligible: $153,796

NAME OF SUB FIRM	Federal I.D. NO.	JSEB (Y/ N)	TYPE OF WORK TO BE PERFORMED	*TOTAL CONTRACT VALUE
Durden Surveying		Y	Surveying	24,000
Blue Leaf Landscape		Y	Landscape Design	3,750

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, 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: Cindy Reis Title: Project Development Manager Public Sector Date: 8/7/2023

Signature of Prime Contractor

Print Name: Cindy Reis

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

Attach additional list of subcontractors/sub-consultants as needed

JSEB FORM 2
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

DURDEN SURVEYING AND MAPPING, INC.

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT: FIRE STATION 39 BID NO: CDB-0165-22

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax
BOUNDARY/TOPOGRAPHIC/TREE/ROUTE SURVEY	$24,000

Signature of JSEB Supplier/Consultant/ Subcontractor

PRESIDENT/OWNER
Title

08/08/2023
Date

*Scope of Work and Price are covered under Base Bid only.

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent

JSEB FORM 2
CITY OF JACKSONVILLE SMALL & EMERGING BUSINESSES PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

BLUE LEAF LANDSCAPE

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT FIRE STATION 39 BID NO CDB-0165-22

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax
30% LANDSCAPE DESIGN	$3,750

Signature of JSEB Supplier/Consultant/ Subcontractor	Title	Date
	PRINCIPAL/OWNER	8/03/2023

*Scope of Work and Price are covered under Base Bid only.

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent

SUBJECT: Request for Qualifications - Design Build Services – Marine Fire Station #'s 39 and 68

BID #: CDB-0165-22 **OPEN DATE: 11/16/22**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – FROM DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED: 3** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFQ and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on May 19, 2023. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

3) Acon Construction Co., Inc. – 83.00
1) Auld & White Constructors, LLC – 120.00
2) Stellar Group – 112.75

Recommend approval begin negotiations with Auld & White Constructors, LLC, as receiving the highest score in accordance with the evaluation and ranking above. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Tabulation and Scoring Matrix and Specifications, and Previous Award

ANALYST _____ JACLYN STAMOS

RESPECTFULLY SUBMITTED _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/1/2023

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 6/1/23

APPROVED ✓ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

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

SUBJECT: Request for Qualifications - Design Build Services -Marine Fire Station #'s 39 and 68

BID #: CDB-0165-22 **OPEN DATE: 11/16/22**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – FROM DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Public Works received three (3) responses for the subject RFQ. Based on the review of the responses and average scores, recommend approval to conduct interviews with the all three (3) firms listed below:

3. Acon Construction - 82
2. Steller Group – 85.75
1. Auld & White Contractors – 89.50

Attachments: Recommendation Memo, Tabulation and Scoring Matrix and Specifications

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 4/27/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/27/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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