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

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

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

Requested Action/Authority:

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

Justification/Explanation:

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

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

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

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

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

Using Agency/BU:	PWEN:ENGINEERING_AND_CONSTRUCTION_MANAGEMENT			
Concurrence:	Signed by: Gibbs, Sheldon 843DE27A46A74CA...	Title:	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	10/28/2024
Concurrence:	Signed by: Joseph, Daryl 05FF85FD2C5A429...	Title:	DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES	10/30/2024
Concurrence:	Signed by: Boyer, Lori 259FC880886145C...	Title:	DOWNTOWN INVESTMENT AUTHORITY CEO	11/4/2024
Concurrence:	DocuSigned by: Nina Sicka 1EFA223D5D23487...	Title:	DIRECTOR OF PUBLIC WORKS	11/7/2024
Procurement Analyst/Buyer:	Signed by: Simpson, Sandy 70B61784577F44E...	Chief of Procurement:	DocuSigned by: B19F1D517352456...	11/18/2024
Name:	Simpson, Sandy	Name:	Dustin L. Freeman	

Initial DT

Initial WJ

Initial DT

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

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

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

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

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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

Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

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

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

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

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

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

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

EXHIBIT E

Jacksonville Shipyard West
Agency # AG2133

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

July 1, 2024
Rev. August 16, 2024

Subject: Additional Services Request (Amendment #2)

Dear Jill,

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

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

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

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

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

Agency
Landscape + Planning

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

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

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

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

- Schematic Design
- Design Development
- Regulatory Approvals

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

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

Schedule

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

Compensation

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

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

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

Sincerely,

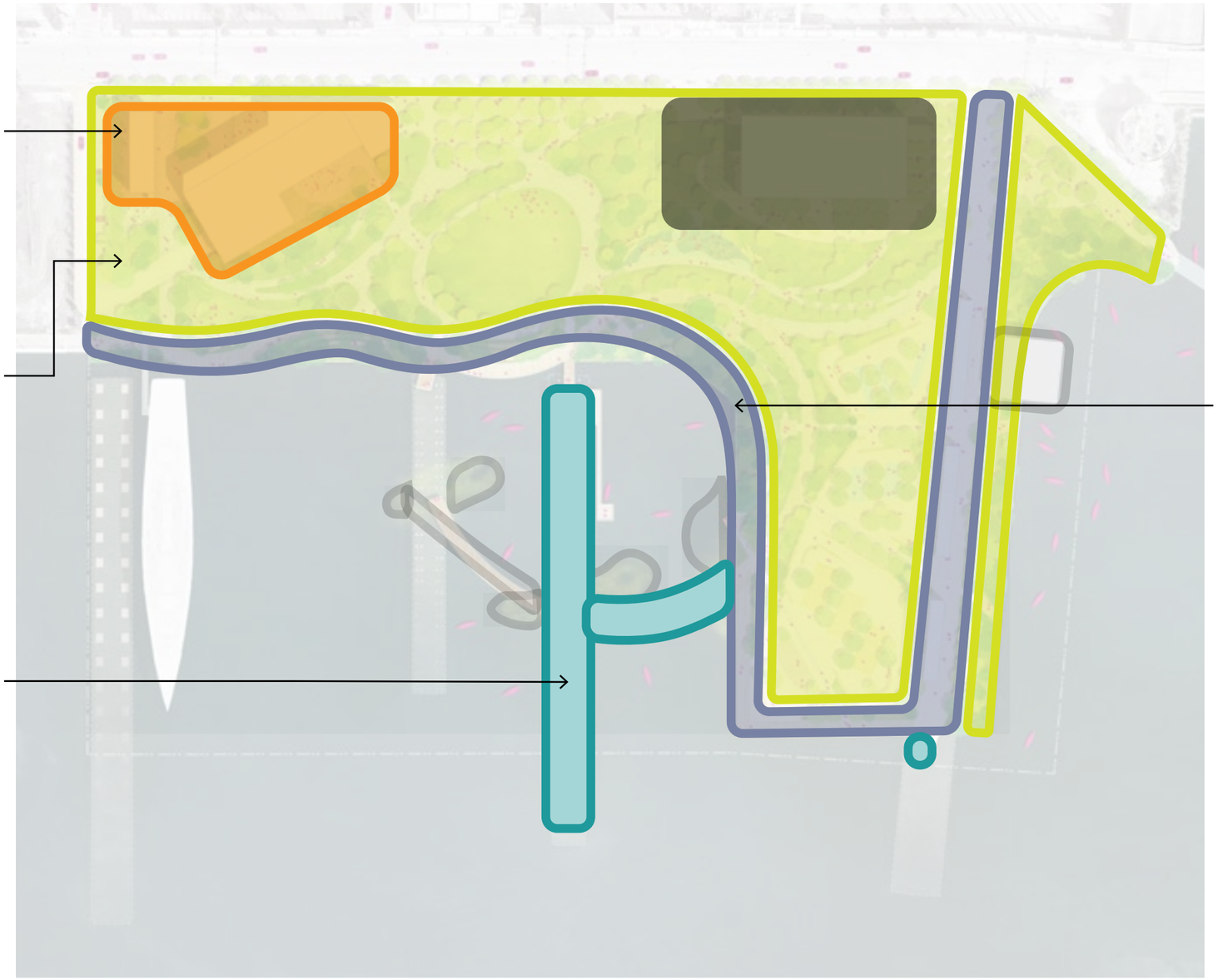
Gina Ford

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

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

Exhibit A

Scope for 100% CDs = $82.4M



PARK BLDGS Pavilion & Exhibition
Total Cost: $26.3M
Hard Costs: $19.8M
Indirect Costs: $6.5M

KKRP/CIP PARK
Total Cost: $32.6M
Hard Costs: $24M
Indirect Costs: $8.6M

PIER 3 + BOARDWALK
Total Cost: $13.2M
Hard Costs: $9.7M
Indirect Costs: $3.5M

RIVERWALK
Total Cost: $10.3M
Hard Costs: $7.6M
Indirect Costs: $2.7M

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

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

EXHIBIT F

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

PART I - GENERAL

1. Project	**2 Proposal No. / Contract No.**
SHIPYARDS WEST - ADDITIONAL KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	P-38-21 / TBD
SHIPYARDS WEST - KIDS KAMPUS REPLACEMENT PARK CIP SCOPE	
3. Name of Consultant or Subconsultant:	**4 Date of Proposal**
Agency Landscape + Planning	7/1/2024 (Rev 8/16/2024)

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$90.00	395	$ 35,550.00	
Director & Project Manager	$70.00	650	$ 45,500.00	
L3 - Senior Landscape Architect	$50.00	1000	$ 50,000.00	
L2 - Landscape Architect	$40.00	1800	$ 72,000.00	
L1 - Landscape Designer	$35.00	2400	$ 84,000.00	
Administrative	$25.00	88.5	$ 2,212.50	
TOTAL DIRECT LABOR	$45.67	6333.5		$289,263

6. Overhead (Combined Fringe Benefit & Administrative)			
Overhead Rate	**150** % x Total Direct Labor		$433,894
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			**$723,156**
8. PROFIT: Labor Related Costs (Item 7)	x	**10%**	$72,316

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

ADG
Acuity Design Group

Scope and Fee Proposal

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

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

Scope of Work

Project Title: Comprehensive Communication and Community Engagement Services

Client: Agency/COJ Parks Department

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

1. Administrative Services

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

2. Brochures/Flyers

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

3. Community Event Planning

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

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

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

4. Community Outreach

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

5. Communications Plans

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

6. Creative Services

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

7. News Releases

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

8. Partnering Facilitation

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

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

- Facilitation of meetings and workshops

9. Public Engagement

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

10. Social Media

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

11. Surveys

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

12. Website Design

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

Project Management and Reporting

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

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

Summary

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

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

We look forward to the opportunity to collaborate.

Best regards,

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

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

EXHIBIT F

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

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

August 16, 2024
Sent Electronically

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

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

Dear Ms. Ross:

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

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

Scope of Services

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

Task 0: Project Management

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

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

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

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

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

<u>Task 2: Design Development (CIP Scope 60% - 100% Permit Documents)</u>

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

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

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

<u>Task 3: Permitting (CIP Scope and Added CIP Scope)</u>

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

<u>Assumptions:</u>

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

  - **CIP Scope - Design Development & Construction Documents – ALL (60% to 100%)**

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

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

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

SERVICES NOT INCLUDED:

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

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

Schedule

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

Professional Service Fees

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

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

With best regards,
Four Waters Engineering, Inc.

Angela Bryan, P.E., LEED AP
President

Attachment

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

EXHIBIT F

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

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

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

EXHIBIT F

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

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

Assumptions

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

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

EXHIBIT F

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

Shipyards Park West

Haskell Proposal for Scope of Services

Civil & Landscape Design (60% to Permit Design)

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

General Notes:

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

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

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

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

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

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

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

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

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

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

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

Task 3: Permitting

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

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

Assumptions:

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

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

Exclusions:

Items not included in Haskell's Scope of Work:

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

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

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

Reimbursables:

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

Fee Summary:

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

[END]

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

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 109.43	40	$ 4,377.36	
Project Design Manager	$ 96.00	90	$ 8,640.00	
Lead Civil Engineer	$ 96.00	1,000	$ 96,000.00	
Civil Engineer	$ 48.00	640	$ 30,720.00	
Civil Designer	$ 30.00	818	$ 24,540.00	
Lead Landscape Architect	$ 83.60	407	$ 34,025.20	
Landscape Architect	$ 54.00	642	$ 34,668.00	
Landscape Designer	$ 45.00	482	$ 21,690.00	
Sr. Estimator	$ 64.00	215	$ 13,760.00	
Estimator	$ 36.00	185	$ 6,660.00	
Administrative Assistant	$ 32.00	40	$ 1,280.00	
TOTAL DIRECT LABOR	$ 60.62	4559		$ 276,360.56

6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**150** % x Total Direct Labor	$ 414,540.84
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ 690,901.40**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ 69,090.14

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

14 May 2024

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

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

Dear Susannah,

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

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

SITE

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

PAVILION & EXHIBITION

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

1.8 Prepare updated Lighting Control Intent Zoning Diagrams.

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

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

Deliverables in this phase:

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

COMPENSATION FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

ACCEPTED BY:

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

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

EXHIBIT F

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

EXHIBIT F

moffatt & nichol

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

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

May 7, 2024

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

Attn: Susannah Ross

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

Dear Susannah:

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

Task 9 – Riverwalk Edge Modifications Final Design

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

Scope

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

Dependencies

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

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

Deliverables

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

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

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

Scope

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

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

Dependencies

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

Deliverables

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

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

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

Scope

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

Dependencies

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

Deliverables

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

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

Task 12 – Pier 4 Structural Slab Design

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

Scope

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

Dependencies

- Slab will be a constant width and thickness.

Deliverables

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

FEE SUMMARY

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

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

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

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

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

Sincerely,

MOFFATT & NICHOL

Michael N. Herrman

Michael Herrman, PE
Vice President

Cc: Gina Ford, Xi Yang

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

EXHIBIT F

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

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

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

EXHIBIT F

W X **Y** architecture + urban design

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

Principals
Claire Weisz
Mark Yoes
Layng Pew
Adam Lubinsky

June 26, 2024

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

Dear Ms. Gina Ford,

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

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

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

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

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

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

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

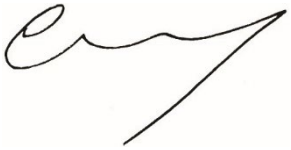
The Construction Documents shall:
- Illustrate and describe the further development of the approved Design Development Documents.
- Consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction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

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

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

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

Sincerely,



Claire Weisz
Founding Principal
WXY architecture + urban design

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

CLIENT

_____
(Signature)

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

EXHIBIT F

Exhibit B

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

PART I - GENERAL

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

PART II - LABOR RELATED COSTS

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

PART III - OTHER COSTS

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

PART IV - SUMMARY

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

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

7215 Wellington Rd 86
Wallenstein, ON N0B 2S0
E. info@earthscapeplay.com
T. 519.804.6854
TF. 888.329.5972
F. 519.669.5085

EXHIBIT F

May 17, 2024

Xi Yang xi@agencylp.com
Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02138
United States of America

Playground Design Contract – Jacksonville Shipyards West, Jacksonville, FL (24-040)

Earthscape Play Inc. (Earthscape) is pleased to submit the following Scope of Work for playground conceptual design services, for the playground at Jacksonville Shipyards West, Jacksonville, FL.

1. PROJECT UNDERSTANDING

Provide playground concept design services for the new playground at Jacksonville Shipyards West. The budget for play equipment structures, excluding installation costs, is anticipated to be approximately $500,000 USD.

- Design to be based on provided concept drawings in *'Shipyards West Park – February 2024'*
- Design development of (2) signature play structures, one larger and one smaller, flanking a central walkway and area of poured-in-place safety surfacing.
- Structures to be standalone, but aligned and evoke the structural elements of both sides of a ship's hull in drydock.
- Larger structure may be incorporated in adjacent berm, and frame (2) stainless steel hillslides (incl) and climbing/seating elements.
- Larger structure to include net and flexform climbing elements and custom staining.
- Smaller structure on grade not incorporating slope or berm.
- Smaller structure to include net and flexform climbing elements and custom staining.
- (1) Custom stainless steel hill slide, separate from main structures as seen in concept drawing, is included in design and may require custom platform.
- (2) Custom single-bay swings or other play feature, separate from main structures as seen in concept drawing, is included in design
- Earthscape can provide recommendations for safety surfacing patterns and colours, etc. To be specified and installed by others.
- Earthscape to provide coordination on extent of safety surfacing required, ASTM compliance and ADA compliance which may require changes to presented design concept of structures and park layout.

earthscapeplay.com

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

2. DESIGN PROCESS

Conceptual design services include the following scope of work:

2.1 Design Kickoff Meeting

- Prior to meeting, client provides Site Plan or Survey, including elevations and existing site features
- Review functional requirements, opportunities, and constraints of the site (space required for different activities, play elements, shade, materials, budget, etc.)
- Review and discuss preferred play elements, precedent images, and planning of the play areas
- Develop or review a budget and installation schedule.

2.2 Create Concept Design & Develop Project Design Program

- Provide playground user profile, specify activities, note any site problems or potentials
- Draft concept hand sketches, combined with precedent images, presented as a PDF package
- Base concepts on client/consultant input, site history, and/or context

2.3 Refine Concept Design

- Model preferred solution using 3D CAD tools
- Make minor revisions to design, based on client feedback
- This proposal does not allow for multiple distinct concepts to be modelled in 3D
- Review ASTM and ADA accessibility with the third-party safety consultant (CPSI)
- Provide Rough Order Magnitude pricing of modelled concept design

2.4 Playground Quote & Preliminary Drawing Documents

- Coordination of playground equipment locations and preliminary footing locations, etc. with project team
- Presentation of final pricing and deliverables
- Tender documentation coordination

3. DESIGN DELIVERABLES

Earthscape will provide the following deliverables throughout the design process:

3.1 Concept Design

- A summary of principal design requirements and playground functional considerations with precedent images, a statement of design intent or narrative, and hand sketches.

3.2 Design Program

- A presentation of the preferred design concept using 3D model renders in .pdf format

3.3 CAD Drawings

- .DWG format drawings presenting playground equipment and safety surfacing zones in plan and elevation views.

3.4 Preliminary Drawing Set

- A complete set of drawings specifying Earthscape custom play features is provided. Drawings include elevation, plan and isometric drawings, key data, fall zone requirements, and typical foundation or footing details. CSI written specifications may accompany drawings.

3.5 Playground Quote

- An itemized price quotation of the elements to be fabricated and supplied by Earthscape will be provided at the end of the design process.

4. FABRICATION AND SUPPLY

Fabrication and supply will be completed as part of a Fabrication and Supply Agreement between Earthscape and the awarded contractor or owner. Engineered shop drawings for fabrication will be submitted for client approval as part of the Fabrication and Supply Agreement. Fabrication and supply work is expressly excluded from this design proposal. Schedule 1 will be added to this contract for the purpose of Fabrication, Supply, and Installation.

5. DESIGN FEE

The estimated fees to complete the scope of work described above are summarized in Table A. These fees do not include applicable taxes.

Table A Summary of Estimated Fees

Task	Hours	Cost
Review requirements with client, project kick off	4	$380.00
Site analysis and base plan preparation	8	$760.00
Produce client brief	8	$760.00
Concept plan preparation - 3D modelling	160	$15,200.00
ASTM 1487 compliance review	24	$2,280.00
Design revision and final review	60	$5,700.00
TOTAL USD	**264**	**$25,080.00**

6. TERMS OF PAYMENT

Invoices will be submitted monthly based on effort to date, with payment requested within 30 days or less. The following terms apply

- Holdbacks do not apply
- 5% discount if paid within 20 days
- This agreement is not subject to 3rd Party payment terms.

7. ENTIRE AGREEMENT

This agreement shall become binding upon written acceptance. This document shall constitute the entire agreement and be binding upon the parties, there being no covenants, promises or agreements,

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

written or oral, except herein set forth. This agreement shall inure to the benefit of and be binding upon parties hereto and their respective heirs, executors, and successors.

Please sign below and return one copy to Earthscape if you wish for us to proceed with the work. Please let us know as soon as possible whether you are interested. If you have any questions, please contact us.

Sincerely,

Ross Ricupero
Project Manager
EARTHSCAPE PLAY INC.

I, the undersigned, having authority to bind the company, agree to this proposal in its entirety.

_____
Signature

_____
Name

_____
Date

earthscapeplay.com

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

8. TERMS AND CONDITIONS

Applicable to all work unless otherwise specified in this proposal.

- **8.1 Acceptance**
  The Proposal is subject to revision if not accepted within 30 days.
- **8.2 Accessibility**
  The client acknowledges its responsibility to comply with Accessibility Legislation American with Disabilities Act (ADA), and has complied with the Sections of Accessibility Legislation that apply to Outdoor Playspaces. This client responsibility includes, but is not limited to, duty to consult. This playground design conforms to structural and physical Accessibility Legislation requirements including accessible path and ground level and elevated accessible play elements.
- **8.3 Contract**
  This document forms the contract in its entirety. No terms, including payment terms, from Constructor's contract shall apply.
- **8.4 Drawings**
  Earthscape drawings include Fall Surface Plan View, Basic Elevation, and Isometric drawings. Complete construction drawings can be provided, subject to signing a Non-Disclosure Agreement (NDA) by purchaser and its agents.
- **8.5 Instruments of Service**
  Earthscape reserves ownership of all drawings, specifications, and other documents, including those in electronic form, authored by Earthscape. Upon signing this contract, Earthscape grants the Owner a limited license to use the Instruments of Service solely for using and maintaining, or adding to the project. Detailed construction documentation is excluded.
- **8.6 Project Meetings**
  Project meetings will be conducted via teleconference.
- **8.7 Safety Standards**
  "Playground Safety Standards" refers to ASTM F-1487 current version in USA jurisdictions, and CSA Z614 current version in Canadian jurisdictions. Earthscape reserves the right to contract its own 3rd party Certified Playground Safety Inspector (CPSI). In the event of a dispute regarding Playground Safety Standard Compliance, the less stringent interpretation will apply.

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

EXHIBIT F

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

PART I - GENERAL

1. Project Jacksonville Shipyard West Park Playground Design Proposal	**2. Proposal No. / Contract No.** 24-040 / TBD
3. Name of Consultant orSubconsultant: Earthscape Play	**4. Date of Proposal** 5/17/2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer			$ 0.00	
Project Manager	$ 95.00	66	$ 6,270.00	
Design Engineer			$ 0.00	
Designer or Technician	$ 95.00	198	$ 18,810.00	
Drafter			$ 0.00	
Field Inspector			$ 0.00	
Clerical			$ 0.00	
TOTAL DIRECT LABOR	$ 95.00	264		$ 25,080.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate **0** % x Total Direct Labor				$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 25,080.00**
8. PROFIT: Labor Related Costs (Item 7) x **0%**				$ -

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 25,080.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

EXHIBIT F

SCOPE OF CONSULTANT SERVICES

EXHIBIT A
TO
LANDSCAPE ARCHITECT'S WORK AUTHORIZATION

A. General Information. The professional services which Agency Landscape + Planning, LLC (Landscape Architect (LA)) has employed Simes & Rosch, LLC (ENGINEER) to provide under this Agreement are generally described as follows: "Shipyards West Park". This project will provide for a new 10 acre City of Jacksonville (COJ) waterfront park, including a two story multipurpose building and site as described in the COJ RFP, dated 12/06/21, and the latest design drawings for the project. Note that the design has been completed through the 60% design development milestone. The current design effort will provide 100% Construction Documents, including a 10,000 square foot museum that was not part of the original design scope. The part of the Project for which ENGINEER is to perform is the mechanical, electrical, plumbing, and fire protection design and is herein referred to as "This Part of the Project".

B. Mechanical Design. Mechanical design services shall include the design, plans and specifications for heating, ventilating and air conditioning (HVAC) systems for a typical multipurpose building and museum. Specifically, Simes and Rosch, LLC (ENGINEER) shall perform the calculations necessary to size & zone the HVAC equipment and ductwork, and provide related plans, equipment schedules, sections, details and specifications. The LA's Architect shall provide floor plans, elevations, wall sections, roof sections, window & door schedules and other information as necessary for calculation of heating and air conditioning loads, as well as required structural support and architectural roof and wall penetration details.

C. Plumbing Design. Plumbing design services shall include the design, plans and specifications for domestic water and drain, waste & vent systems for a typical multipurpose building and museum, including group bathrooms and a kitchen for a cafe. Fixture locations, quantities and types will be established by LA to suit the project program and floor plan. Specifically, ENGINEER shall perform the necessary calculations to size and layout the distribution systems within the building, and provide related plans, fixture schedules, risers, details and specifications. LA will provide, via the Civil Engineer for the project, a site plan which establishes the size, location and elevations of water & sewer services (including necessary appurtenances such as meters, backflow preventers, etc.) to the point of connection to the aforementioned building systems within 5 feet of the building foundation. A grease trap will be designed for the kitchen, if required.

D. Electrical Design. Electrical design services shall include the design, plans and specifications for lighting, power, and communications systems for a typical multipurpose building, museum and the site. Specifically, ENGINEER shall perform engineering calculations to include: short circuit, electrical load, voltage drop, and lighting calculations. The ENGINEER shall provide related plans, riser diagrams, panel and lighting schedules and electrical details as necessary to fully describe the electrical distribution system. This proposal assumes that the building will not require a standby or emergency generator. Additionally, the design for communications, audio-visual and security systems shall be limited to providing power, raceways, and boxes for such systems with system configuration and device locations provided by others.

E. Fire Suppression and Alarm Design. Fire Protection. If required, the construction documents will include a performance-based specification for fire suppression and alarm systems as

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

required by the NFPA Life Safety Code and Florida Building Code. This contract assumes a fire pump or related storage tank is not required. Site fire protection design (i.e. hydrants and site piping) is excluded.

F. Deliverables. The ENGINEER shall provide the following:

(1) 50% CD, 90% and 100% Mechanical, Plumbing, Electrical, and Fire Protection Drawings (electronically in PDF format).

(2) Mechanical, Plumbing, Electrical, and Fire Protection specifications (electronically in PDF format).

(3) Florida Energy Code Data. The ENGINEER shall provide the Florida Energy Code submittals.

G. Construction Administration (CA). Not Applicable (to be contracted separately).

H. Meetings. The ENGINEER shall participate in person for the first design review meeting with the City. All other design meetings will be attended by teleconference.

I. Schedule. The ENGINEER shall complete the design phase described above by _____ (to be negotiated). However, LA understands that the ENGINEER cannot complete certain parts of the design without input from LA, LA's other engineering subcontractors, and the local electrical utility. If the ENGINEER is delayed because of this, the schedule for design will be renegotiated. Submittals will be reviewed within 10 working days of receipt.

J. Fee. Per the contract, LA agrees to pay ENGINEER a flat fee of **$225,019** for the project. Fee schedule is as follows:

50% CD submittal:	$107,500
90% Design Submittal:	$ 96,000
100% Design Submittal:	$ 21,519
Total:	$225,019

K. Exclusions. The following items are excluded from the Contract: cost estimating; reproduction costs; BIM modeling; utility or civil surveys; permitting of any kind; attendance at construction meetings; hazardous materials surveys or abatement; DQC responsibilities; commissioning or testing; metering of electrical equipment or feeders to establish demand; protective device coordination or arc flash studies; LCCA, Performance Rating Method or other energy analyses; engineering support for LEED accreditation or any other sustainability program; surveys or design for emergency responder or Area of Refuge communication systems; structural or seismic engineering; and the design of piers, boardwalk, or any other buildings or structures not mentioned in the proposal. This proposal assumes a separate food services designer will layout the kitchen area and select the kitchen equipment in the multipurpose building.

L. Commissioning. Should commissioning be required by the Florida Building Code (HVAC capacity greater than 40 tons), a separate proposal will be provided at a later date. Commissioning is not included in this base proposal.

M. Limits of Liability. The LA agrees that to the fullest extent permitted by law, the ENGINEER's maximum liability to the LA, OWNER, or any other party for any and all claims, actions,

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

damages, losses, or injury (including death) resulting from the ENGINEER's alleged errors or omissions in the design of This Part of the Project shall be limited to the value of This Part of the Project or $50,000, whichever is less. In no event and under no circumstances shall ENGINEER be liable for incidental, indirect, special, contingent or consequential damages. For design build contracts, the ENGINEER shall not be liable for liquidated damages related to the construction contract schedule. Additionally, the ENGINEER shall not be liable for any delays in construction caused by supply chain issues or the Electrical Utility not being able to provide electrical service in time to meet the construction schedule.

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

Additional services determined to be out of the scope of this base contract shall be billed by the hour at the following rates, plus 10% profit and reimbursable expenses:

Principal	$215/hour
Senior Engineer/Senior Project Manager	$199/hour
Engineer	$160/hour
Designer	$99/hour
Administrative	$88/hour

These additional services shall not be performed without prior written agreement between LA and ENGINEER.

This document shall be an exhibit to the LA's standard work authorization. This Agreement supersedes all prior written or oral understandings. This contract is null and void if the base contract is not signed by both parties within 150 days.

ENGINEER:

David W. Simes, P.E. Date: 07/01/24
Managing Member

END OF EXHIBIT A

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

EXHIBIT F

Exhibit B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Shipyards West Park MEP and Fire Protection Design	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** May 17, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 89.58	80	$ 7,166.40	
Project Manager	$ 82.92	300	$ 24,876.00	
Design Engineer	$ 66.67	600	$ 40,002.00	
Designer or Technician	$ 41.25	230	$ 9,487.50	
Clerical	$ 36.67	8	$ 293.36	
TOTAL DIRECT LABOR	$ 67.18	1218		$ 81,825.26
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**150** % x Total Direct Labor			$ 122,737.89
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 204,563.15**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 20,456.32

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**225,019**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

EXHIBIT F

May 10, 2024

Agency Landscape + Planning
Attn: Susannah Ross, ASLA
91 Harvey Street, Suite 2
Cambridge, MA 02140

RE: Shipyards West Park Environmental Permitting and Benthic Survey

Dear Ms. Ross:

The NDN Companies (NDN) is pleased to submit a cost estimate to provide support through environmental permitting and coordination with state and Federal agencies, and documenting and filing procedures associated with an Environmental Resource Program (ERP) Permit and Section 404 permitting, as necessary, for the in-water construction associated with the proposed Shipyards West Park property in Jacksonville, Florida.

A description of the scope of work and associated costs are summarized in the following paragraphs.

PROJECT BACKGROUND
The proposed Shipyards West Park that is currently at a 60% design phase in Jacksonville, Florida, will include an ADA kayak launch, an over-water boardwalk connecting piers 2 and 3, numerous floating wetland structures, and demolition and reconstruction of pier 3 and pier 4. The reconstruction will require permit authorizations from both the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers Jacksonville District (USACE).

SCOPE OF WORK
The exact scope of work is yet to be defined and will be determined as the details of the project design move forward. This proposal includes the optional task of Benthic Surveying as the requirements/applicability of this task will not be known prior to regulatory review.

<u>Planning Meetings</u>
Conference Calls
NDN anticipates that multiple conference calls will be necessary for project planning purposes. Up to six (6) one-hour calls for a Project Manager and Environmental Scientist are budgeted for project planning and coordination.
Estimated cost - $2,660

On-Site Meetings
NDN anticipates that two (2) on-site meetings will be required with the design team and/or regulatory agencies. On-site meetings will include mobilization and up to four hours on site.
Estimated cost - $1,771

3740 St Johns Bluff Road South, Suite 10, Jacksonville, FL 32224 • 904-800-2671 • TheNDNCompanies.com

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

Permitting/Reporting Activities

NDN has estimated that up to 150 hours of time may be necessary to fulfil the requirements of permit application and submittal processes. NDN will provide support for permits that may include a USACE Nationwide Permit (NWP) and/or Individual Permit, and a FDEP ERP. An Application for Authorization to Use State-Owned Submerged Lands may be needed for preempted areas outside of the City owned land boundary. Pricing will allow for two rounds of requests for additional information (RAI) and subsequent responses.

Services that are not included with this estimate are bathymetric or elevation surveys, construction design plans or cross-sections, geotechnical surveys, or other engineering services.

Estimated cost - $19,950

Optional Task – Benthic Survey and Reporting

If deemed necessary, a survey would be conducted to define benthic habitat within the survey area that could potentially be impacted by the proposed activities. This scope includes identifying the main macroalgae and macrofaunal communities, as well as the type of bottom sediment present in areas where development is planned. Information recorded will establish a baseline before construction begins, which can be used to determine the likelihood of any impacts from construction. Due to seasonality restrictions, the survey would be completed between June 1 and September 30.

Throughout the survey area a quadrat sampling methodology and line intercept survey technique would be used. Plot surveys would consist of quarter meter square quadrats, divided into 5 x 5 cm grids laid over the survey area and any vegetated filled grids counted. The widely accepted Braun-Blanquet (Bb) scale would be used to calculate cover-abundance. Quadrat sampling would be conducted over a representative sample size (approximately 20%) of the actual survey area while line intercept transects would be performed throughout the survey area.

In addition to completed data forms for each quadrat plot, underwater photographs and video and a map set displaying submerged aquatic vegetation patches would be provided as an appendix of the survey report. The report would be submitted for review within 30-days of survey completion.

This proposal includes baseline survey efforts only. Any necessary monitoring, mitigation assessments, or post-construction assessments would be captured under a change order if required. Macroinvertebrate, invertebrate, or any other fauna sampling is not included in this task.

NDN will provide all tools, equipment, vessels/vehicles necessary to survey a nearshore area of up to 5-acres. The parameters and specific boundaries to be surveyed would be determined based on the results of project planning meetings.

Estimated cost - $12,299

COST ESTIMATE

Planning Meetings (Conference Calls)	$2,660.00
Planning Meetings (On-Site Meetings)	$1,771.00
Permitting/Reporting Activities	$19,950.00
Optional Task – Benthic Survey and Reporting	$12,849.00
TOTAL	**$37,230.00**

3740 St Johns Bluff Road South, Suite 10, Jacksonville, FL 32224 • 904-800-2671 • TheNDNCompanies.com

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

EXHIBIT F

Additional meetings, consultation, or other services requested or required by you, or others (e.g., client representatives, attorneys, etc.) beyond the outlined scope of services will be invoiced on a time and materials basis, following your approval of the additional scope of services.

NDN appreciates the opportunity to provide you with this cost proposal. If this cost proposal, which incorporates the attached general terms and conditions, meet your approval, please sign and return the authorization for NDN to proceed. If you have any questions, please feel free to contact me at (772) 323-9673.

Sincerely,

Brandon Faustini
Project Manager
bfaustini@thendncompanies.com

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

EXHIBIT F

the NDN COMPANIES

AGREEMENT

RE: Shipyards West Park Environmental Permitting and Benthic Survey

Invoicing and Payment Schedule

The NDN Companies will invoice for work completed in the proposal as a "Lump Sum" project at $37,230.00. The NDN Companies reserves the right to charge late invoices at a rate of 1-1/2% per month beyond 30 days. The NDN Companies reserves the right to add reasonable attorney's fees and collection fees if either an attorney or collection agency is used to secure pay for any outstanding invoices.

Authorization to Proceed

If you agree with the proposed scope of work, and the attached general terms and conditions, please return a signed copy of the cost estimate agreement to our office. Upon receipt of authorization to proceed, The NDN Companies will begin work. This proposal is valid for 90 days from submittal.

This document constitutes a legal contract under the laws of the State of Florida. The undersigned parties have reviewed this document and agree to the scope of work to be provided and the terms of the contract.

DATE: May 10, 2024

The NDN Companies

Brandon Faustini
Project Manager

DATE:

Ms. Susannah Ross, or
Authorized Representative

3740 St Johns Bluff Road South, Suite 10, Jacksonville, FL 32224 • 904-800-2671 • TheNDNCompanies.com

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

EXHIBIT F

GENERAL TERMS AND CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 The NDN Companies, hereafter referred to as the "Consultant", has the responsibility for providing the services described under the "Scope of Work" section of the proposal, hereafter referred to as "Agreement", to that entity authorizing the Consultant to perform such work, heretofore referred to as the "Client". The work is to be performed according to accepted industry standards of care and is to be completed in a timely manner.

1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that site conditions may change from those observed at the site at the time work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 The Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT

4.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered.

4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.

4.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

5.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

6.2 Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos.

6.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

6.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials.

6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 7: RISK ALLOCATION

7.1 Client agrees that the Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not to exceed $50,000 or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee for the project or $500.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 8: INSURANCE

8.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save consultant harmless for loss, damage, or liability arising from acts by Client, Client's agent, staff, or other consultants employed by Client.

SECTION 9: DISPUTE RESOLUTION

9.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

9.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where the principal place of business is located and the Client waives the right to remove the action to any other county or jurisdiction; and
(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 10: TERMINATION

10.1 This agreement may be terminated by either party upon seven days' notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

10.2 In the event of termination, or suspension of more than three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination of suspension shall include all direct costs incurred by Consultant in completing such analyses, records and reports.

SECTION 11: ASSIGNS

11.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

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

SECTION 12: GOVERNING LAW AND SURVIVAL

12.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

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

EXHIBIT F

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

PART I - GENERAL

1. Project Shipayds West Park Orignal Contract	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: The NDN Companies	**4. Date of Proposal** May 10, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager I	$ 48.37	164	$ 7,932.68	
Senior Scientist II	$ 48.37	66	$ 3,192.42	
Biologist III	$ 83.11	20	$ 1,662.17	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 51.15	250		$ 12,787.27
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate **150** % x Total Direct Labor				$ 19,180.91
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 31,968.18**
8. PROFIT: Labor Related Costs (Item 7) x **10%**				$ 3,196.82

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Truck	$ 175.00	
Survey Equipment	$ 1,850.00	
Consumables	40.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 2,065.00
10. SUBCONSULTANTS (Lump Sum)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
- Survey	$	
- Geotechnical	$	
- Environmental	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 37,230.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

EXHIBIT F

info@blueleaflandscape.com
1540 Pershing Road
Jacksonville, Florida 32205
p 904.517.1225

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

7/01/2024

Proposal for Irrigation Design Services
RE: Shipyards West Park, Jacksonville

Blue Leaf Landscape will provide irrigation design as required by local governing authorities and the needs of the project/client. All design work will be coordinated with the appropriate team members and delivered in a timely manner in accordance with the project schedule. Electronic drawings will be delivered for general and signed & sealed/permitting purposes. Virtual meetings are included as needed.

• This proposal reflects all Irrigation design submittals for Schematic Design (SD), Design Development (DD) and Construction Documents/Permit Documents (CD).

• This proposal reflects coordination calls with the MEP and/or operations team during the design process.

• The irrigation plans shall show the location of the existing water source(s) the location of irrigation heads, drip lines, water lines or other items that will indicate one hundred (100) percent automatic irrigation is serving all required landscaped areas within phase 2 on the 60% plan as well as Pier 3.

• This proposal reflects time and travel for the irrigation specialist to visit the site two times during the design process.

Exclusions to this scope of work include but are not limited to: presentation graphics, design changes after acceptance as well as printing & courier services. All additional services: $175/hour unless otherwise specified.

Project Fee: $21,000

Sincerely,

BLUE LEAF LANDSCAPE, INC.

Margaret Gaffney-Cooke, RLA
Principal

Accepted by:

_____
Signature

_____
Printed Name & Title

Date_____

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

EXHIBIT F

Blue Leaf Landscape
1540 Pershing Rd.
Jacksonville, FL 32205
(904) 728-0138

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

EXHIBIT F

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

PART I - GENERAL

1. Project Shipyards West 60% - 100%	**2. Proposal No. / Contract No.** P-34-22 / TBD
3. Name of Consultant orSubconsultant: Blue Leaf Design, Inc.	**4. Date of Proposal** May 21, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Landscape Architect	$ 65.00	52	$ 3,380.00	
CAD technician	$ 25.00	12	$ 300.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 57.50	64		$ 3,680.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate **150** % x Total Direct Labor				$ 5,520.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 9,200.00**
8. PROFIT: Labor Related Costs (Item 7) x **10%**				$ 920.00

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 21,120.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

EXHIBIT F

Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, Florida 32207

phone 904.346.5468

April 5, 2024

Ms. Susannah Ross
Agency Landscape + Planning
91 Harvey Street, Suite 2
Cambridge, MA 02140

RE: Proposal for Environmental Consulting Services, 60% to 100% Design and Plans
Shipyards West Public Park Kids Kampus Replacement Project CIP

Dear Ms. Ross:

We appreciate the opportunity to continue providing environmental consulting services as part of the Agency Landscape + Planning Team for the City of Jacksonville's (City's) Shipyards West Public Park Design. We are pleased to provide this proposal for additional services in support of the Agency Landscape + Planning Team's design services.

Project Understanding

We understand that the City has requested that Agency Landscape + Planning provide a proposal for the design services needed to take the 60% Design drawings to 100% by the end of 2024. We understand that the following items are included in the next phase of work:

- 100% Construction Documents and specifications for all upland park development within the CIP to the Bay Street edge totaling $68 million in construction cost
- 100% Construction Documents and specifications for all Riverwalk work (not currently included in the $68M) currently totaling $7.6 million in construction cost
- Any additional written memorandums or reports as related to the Park Design and your specific discipline
- Progress submissions to the client at 50%, 90% and 100% CDs in early July, early November, and mid-December, respectively (dates are approximate).

Note: since our services are not associated with the civil and structural elements of the pier structures and boardwalk, our proposal does not include services associated with these elements.

Proposed Scope of Services

We propose to provide the following services:

- Participate in Team meetings and provide responses to Team members inquiries regarding the environmental quality of soil and groundwater on the site as it relates to Team specialties;
- Review of design documents prepared by others and provide input as requested;
- Prepare a revised Remedial Action Plan based on the 100% design plans and the results of soil and groundwater investigations results conducted during the 60% design phase;
- Submittal of the final Remedial Action Plan to the City of Jacksonville Environmental Programs group and the Florida Department of Environmental Protection (FDEP) for review and approval;
- Respond to City and FDEP requests for additional information;
- Prepare the remedial action Specifications for City procurement of a remedial contractor; and

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

- Provide design of groundwater treatment system necessary for discharge of produced groundwater (from dewatering) to either the JEA sanitary sewer or to the St. Johns River and prepare permit applications to same.

Estimated Fees

Our estimated fee on a time and materials basis to provide the noted services is $38,636.68. Please find attached the City Contract Fee spreadsheet showing the estimated fee breakdown.

Authorization

Please provide an Agency Landscape + Planning agreement to authorize our services.

Schedule

We are prepared to initiate our services upon your written authorization.

Closing

We appreciate the opportunity to provide this proposal. If you have any questions concerning this proposal, please contact me at 904-346-5468 or mmechling@mechlingeng.com.

Sincerely,

Mechling Engineering & Consulting, Inc.

Mark Mechling, P.E.
Principal

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

EXHIBIT F

Exhibit B

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Shipyards West - KKRP CIP	**2. Proposal No. / Contract No.** P-38-21, 71920-22
3. Name of Consultant or Subconsultant: Mechling Engineering & Consulting, Inc.	**4. Date of Proposal** April 5, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal (P.E. or P.G.)	$ 78.36	50	$ 3,918.00	
Project Manager	$ 68.26	20	$ 1,365.20	
Senior Engineer (P.E.)	$ 68.26	50	$ 3,413.00	
Project Engineer	$ 46.15	90	$ 4,153.50	
CADD Designer	$ 40.00	30	$ 1,200.00	
TOTAL DIRECT LABOR	$ -	240	14,049.70	
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**150** % x Total Direct Labor			$ 21,074.55
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 35,124.25**
8. PROFIT: Labor Related Costs (Item 7)	x		**10%**	$ 3,512.43

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 38,636.68**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

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

EXHIBIT F

May 22, 2024

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

Ms. Susannah Ross, ASLA
Agency Landscape + Planning, LLC
91 Harvey Street, Suite 2
Cambridge, MA 02140

Subject: Proposal for Supplemental Geotechnical Exploration and Engineering Services
Shipyards Park West – Boardwalk Exploration
Jacksonville, Florida
MAE Proposal No. 240172

Dear Ms. Ross:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal for a supplemental geotechnical exploration and engineering services for the Shipyards West development. We were requested to provide a fee estimate for a geotechnical exploration on May 15, 2024 by Agency Landscape + Planning (ALP). This exploration will include exploring the soils within the St. Johns River at specific locations designated by Moffat and Nichol (M&N) to aid in the design of the boardwalk. We were provided with a preliminary concept plan for the boardwalk showing the requested boring locations by Mr. Travis Cobb, PE, Structural Engineer at M&N, in the same request for proposal correspondence.

Geotechnical Scope of Work

The objective of this geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions within the planned bulkhead construction. Based on these assumptions, we anticipate the following field services:

Test Location	Test No. & Type	Test Depth below ground surface/mudline (Termination Elev., feet) [2]
Boardwalk Alignment	5 SPT [1] Borings with Rock Coring [3]	77 (-80)

1. Standard Penetration Test (SPT) Boring
2. The boring depth is based on the termination elevation of EL. -80 feet requested by M&N. Bathymetric survey data provided by ALP show the mudline elevation to be about EL. -3 feet at each boring location. The barge deck/drilling platform will be at about elevation EL. +10 feet, therefore the total boring depth from the barge deck to the requested termination elevation is 90 feet.
3. Per M&N requirements, two rock core runs (two 5-foot cores) are requested at each boring location. MAE will utilize either a double tube or triple tube rock core barrel yielding at least a 2.4-inch rock core sample to perform the rock coring. Rock coring will be performed using wireline methods using 6-inch temporary casing from the barge deck to the top of limestone. Rock recovery, rock quality distribution, and photos will be recorded during the exploration.
4. Please refer to the attached Field Exploration Plan for more information about our exploration.

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

The site appears to be easily accessible with our truck-mounted drilling equipment operating on a spud barge. We will locate the borings using our hand-held GPS equipment, accurate to within 3 meters (+/- 10 feet), as requested.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the Owner. It should be noted that utility locate services require 10 business days for all utility locate requests within a body of water. All SPT borings will be performed in general accordance with ASTM D1586 procedures.

Once the SPT borings are completed, they will be backfilled with grout per St. Johns River Water Management District guidelines. We will take all reasonable precautions to prevent damage to the existing bulkhead. The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory, where the logs will be reviewed, and the samples will be classified, by a geotechnical engineer in general accordance with ASTM D2488.

Due to the likelihood of strong currents in this area of the St. Johns River, we will utilize a spud barge (approximately 45 feet wide by 120 feet long) to serve as a safe working platform for our drilling operation. The advantage of this spud barge is that it will create a safe working environment by providing adequate clearance from wake generated by large barges pushed by tugboats, ships or boats and providing stability and protection from the strong current.

Prior to mobilization, we will ensure a Notice-to-Local-Mariners is broadcast to ensure all mariners are aware of our work outside of the navigable channel of the St. Johns River. Once boring locations are confirmed, we will ascertain proposed work zones are outside of the channel, a United States Coast Guard permit is not required.

If unusual or unanticipated soil conditions are encountered during drilling prior to or at the anticipated termination depths, we will contact M&N immediately to discuss the matter. Rock coring and subsequent laboratory testing on rock cores will be performed as requested by M&N. We will not explore depths beyond our scope of services without the consent of the ALP.

Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

As requested by M&N, unconfined compression testing will be performed on select core samples in accordance with ASTM D7012, Method C to aid in determining the shear strength of the limestone.

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

- Our understanding of the planned construction and general description of the project;
- A boring location plan detailing the location of each boring and type of equipment used;

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

- Field exploration procedures and soil sampling (and rock coring) methods used, including color photos of the rock cores);
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer, any fluid loss(es) during drilling, SPT-N values at each sample interval, rock recovery, rock quality distribution, and time duration for each rock core run;
- The laboratory test procedures performed, and the results obtained;
- Recommendations for axial capacity (compressive and uplift) with appropriate Factors of Safety for 16-inch open ended steel pipe piles and 18-inch square pre-stressed precast concrete piles;
- Recommendations for engineering design parameters to assist with lateral response analysis (using All-Pile);
- Recommendations on the installation of the deep foundations with respect to subsoil conditions encountered and the pile section alternatives noted above; and
- Recommendations for quality control testing required during construction.

Based on the scope of the services outlined above, we propose to complete our work for the estimated fee shown in the table below.

DESCRIPTION OF SERVICE	ESTIMATED FEE
GEOTECHNICAL EXPLORATION & ENGINEERING SERVICES	
Field Exploration (Water SPT Borings with Rock Coring using wireline methods)	$ 66,700.00
Laboratory Testing (Soil index testing and unconfined compression on rock)	$ 12,650.00
Professional and Technical Services	$ 20,209.20
Spud Barge (daily rate, tug service, work boat) [1]	$ 113,000.00
TOTAL ESTIMATED FEE:	**$ 212,599.20**

1. The spud barge fee includes mobilization and demobilization using a tugboat. Up to 3 days per boring have been budgeted to complete the SPT borings with rock coring.

Once authorization is received, a utility locate request will be submitted. We will mobilize our equipment to the site within one week once the utilities have been located and marked, which is 10 working days after the request is made, and after M&N and ALP have approved our field exploration plan. We anticipate the fieldwork will take 3 weeks to complete. Verbal results can be provided within 2 to 3 days after completion of the field work. Laboratory testing will take up to two weeks to complete depending on the amount of lab testing assigned. We plan to submit our engineering report within 4 to 5 weeks following completion of the field exploration and laboratory testing programs. A final version of the report will be submitted one week following review and submittal of comments on our draft report.

We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation

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

outside the scope of this proposal is necessary.

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

Sincerely,
MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)

Marlon Verceles, E.I.
Staff Engineer

Brett H. Harbison, P.E.
Director, Geotechnical Services

Distribution: Ms. Susannah Ross – Agency Landscape + Planning
Ms. Myra Jones – Haskell
Mr. Travis Cobb – Moffatt & Nichol

Attachments: COJ Fee Summary
Proposed Boring Location Plan

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

PROPOSAL AUTHORIZATION

Proposal for Geotechnical Exploration and Engineering Services
Shipyards Park West – Boardwalk Exploration
MAE Proposal No. 240172

Billing Information:

Company Name: _____

Attention: _____

Company Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

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

1. _____

_____

No. of Reports Required:_____

2. _____

_____

No. of Reports Required:_____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged $50 for each additional copy.

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

1. SCOPE OF WORK

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

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

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

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

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

2. RIGHT OF ENTRY

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

3. INVOICES

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

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

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

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

4. SAFETY

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

5. STANDARD OF CARE

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

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

6. INSURANCE

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

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by MAE or responsible for any other activities relating to MAE's services, to hold harmless, indemnify and defend MAE, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, MAE as additional insureds

on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide MAE with a Certificate of Insurance so naming MAE as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

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

8. DELAYS IN WORK

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

9. TERMINATION

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

10. ASSIGNS

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

11. OWNERSHIP OF DOCUMENTS

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

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

12. FAILURE TO FOLLOW RECOMMENDATIONS

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

13. LIMITATION OF LIABILITY

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

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

14. INDEMNIFICATION

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

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

15. HAZARDOUS MATERIALS

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

16. NON-HAZARDOUS SAMPLE DISPOSAL

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

17. AQUIFER CONTAMINATION

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

18. DAMAGE TO EXISITNG MAN-MADE OBJECTS

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

19. DEFINITIONS

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

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

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

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

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

20. NO PERSONAL LIABILITY

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

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

21. FORCE MAJEURE/COVID.

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

22. MISCELLANEOUS

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

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

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

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

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

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

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

EXHIBIT F

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

PART I - GENERAL

1. Project Shipyard West Park - Boardwalk (Supplemental Geotechnical Exploration)	**2. Proposal No. / Contract No.** P-38-21
3. Name of Consultant orSubconsultant: Meskel & Associates Engineering, PLLC	**4. Date of Proposal** May 22, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 66.00	4	$ 264.00	
Senior Engineer	$ 56.00	24	$ 1,344.00	
Project Engineer	$ 38.00	48	$ 1,824.00	
Staff Engineer	$ 26.00	24	$ 624.00	
Senior Engineering Technician	$ 27.00	42	$ 1,134.00	
Draftsman/CAD Operator	$ 27.00	18	$ 486.00	
Clerical	$ 28.00	16	$ 448.00	
TOTAL DIRECT LABOR	$ 34.80	176		$ 6,124.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	**200** % x Total Direct Labor			$ 12,248.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 18,372.00**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 1,837.20

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)				
Field Exploration - SPT Borings with Rock Coring to EL -80 feet (Two Rock Core Runs per boring, 4-inch Rock Core)			$ 66,700.00	
Laboratory Testing - Soil and Rock Specimens			$ 12,650.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$ 79,350.00
10. SUBCONSULTANTS (Lump Sum)				
Spud Barge Rental (Mobilization, Tug Boat, Barge)	1	$113,000.00	$ 113,000.00 $	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)				$ 113,000.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)			$	
SUB-TOTAL REIMBURSABLES				$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 212,559.20**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

EXHIBIT F

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:	COJ Shipyards West-Boardwalk Exploration	Consultant Name:	Meskel & Associates Engineering, Inc.
County:	Duval	Consultant No.:	240172
FPN:	N/A	Date:	5/22/2024
FAP No.:	N/A	Estimator:	B.Harbison

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Senior Project Engineer	Project Engineer	Staff Engineer	Drafter	Senior Field Technician	Clerical	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$66.00	$56.00	$38.00	$26.00	$27.00	$27.00	$28.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	176	4	24	48	24	42	18	16	0	0	0	0	0	176	$6,124	$34.80
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	176	4	24	48	24	42	18	16	0	0	0	0	0	176		
Total Staff Cost		$264.00	$1,344.00	$1,824.00	$624.00	$1,134.00	$486.00	$448.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$6,124.00**	**$34.80**

Check = $6,124.00

SALARY RELATED COSTS:					$6,124.00
OVERHEAD:		200%			$12,248.00
OPERATING MARGIN:		10%			$1,837.20
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
SUBTOTAL ESTIMATED FEE:					**$20,209.20**
Survey (Field)	0	4-person crew	$ -	/ day	$0.00
Geotechnical Field and Lab Testing					$192,350.00
SUBTOTAL ESTIMATED FEE:					**$212,559.20**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$212,559.20**

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

66
56
38
26
27

EXHIBIT F

35. Geotechnical

Estimator: B.Harbison

COJ Shipyards West-Boardwalk Exploration
N/A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	0	0	
35.2	Develop Detailed Boring Location Plan	LS	1	0	0	
35.3	Stake Borings/Utility Clearance	Boring	0	0	0	
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	
35.6	Drilling Access Permits	Location	0	0	0	
35.7	Property Clearances	EA	0	0	0	
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	0	0	0	
35.10	Coordination of Field Work	100 lf of boring	0	0	0	
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0	0	0	
35.12	Design LBR	LS	1	0	0	
35.13	Laboratory Data	100 lf of boring	0	0	0	
35.14	Seasonal High Water Table	Boring	0	0	0	
35.15	Parameters for Water Retention Areas	EA	0	0	0	
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	1	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	
35.21	Geotechnical Recommendations	LS	1	0	0	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	
35.23	Preliminary Roadway Report	LS	1	0	0	
35.24	Final Report	EA	0	0	0	
35.25	Auger Boring Drafting	100 lf boring	0	0	0	
35.26	SPT Boring Drafting	100 lf boring	0	0	0	
				Roadway Geotechnical Subtotal	**0**	

EXHIBIT F

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	4	4	Boardwalk: 5 Water Borings (90 feet each, includes 13 feet from barge deck to mudline)
35.28	Stake Borings/Utility Clearance	Boring	5	0.5	3	WATER SPT Borings to an elevation of -80 feet - Assume barge from +10 to +3 feet, Mudline at -3 feet (survey), drilling from -3 to -80 feet.
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	- Boring depths based on Moffatt & Nichol requirements. - 10 feet of rock coring per boring
35.30	Drilling Access Permits	Location	1	12	12	Notice to Local Mariners for Barge Drilling; Coordinate with property owners for land borings.
35.31	Property Clearances	EA	0	0	0	N/A
35.32	Collection of Corrosion Samples	EA	0	0	0	N/A
35.33	Coordination of Field Work	100 lf of boring	4.5	2.5	11	5 SPT Borings to 90 feet each (Water) = 450 LF SPT/Coring
35.34	Soil and Rock Classification - Structures	100 lf of boring	4.5	2	9	
35.35	Tabulation of Laboratory Data	100 lf of boring	4.5	1.5	7	
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	N/A
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	N/A - Pile Foundation Alternatives provided by Moffatt & Nichol
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	5	2	10	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	5	2	10	
35.40	Lateral Load Analysis (Optional)	Bridge boring	5	1	5	All-Pile/L-Pile Soil Parameters for use by Moffatt & Nichol
35.41	Walls	Wall Boring	0	0	0	N/A
35.42	Sheet Pile Wall Analysis	Wall Boring	0	0	0	N/A
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	0	0	N/A
35.44	Box Culvert Analysis	EA	0	0	0	N/A
35.45	Preliminary Report - BDR	EA	0	0	0	N/A
35.46	Final Report - Bridge and Associated Walls	EA	1	40	40	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	0	0	0	N/A
35.48	SPT Boring Drafting	100 lf of boring	4.5	4	18	
35.49	Other Geotechnical	LS	1	0	0	N/A
				Structural Geotechnical Subtotal	**129**	
				Geotechnical Technical Subtotal	**129**	
35.50	Technical Special Provisions and Modified Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	24	24	
35.52	Technical Meetings	LS	1	3	3	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	6	
35.54	Supervision	LS	%	5%	6	
				Geotechnical Nontechnical Subtotal	**39**	
35.55	Coordination	LS	%	5%	8	
				35. Geotechnical Total	**176**	

EXHIBIT F

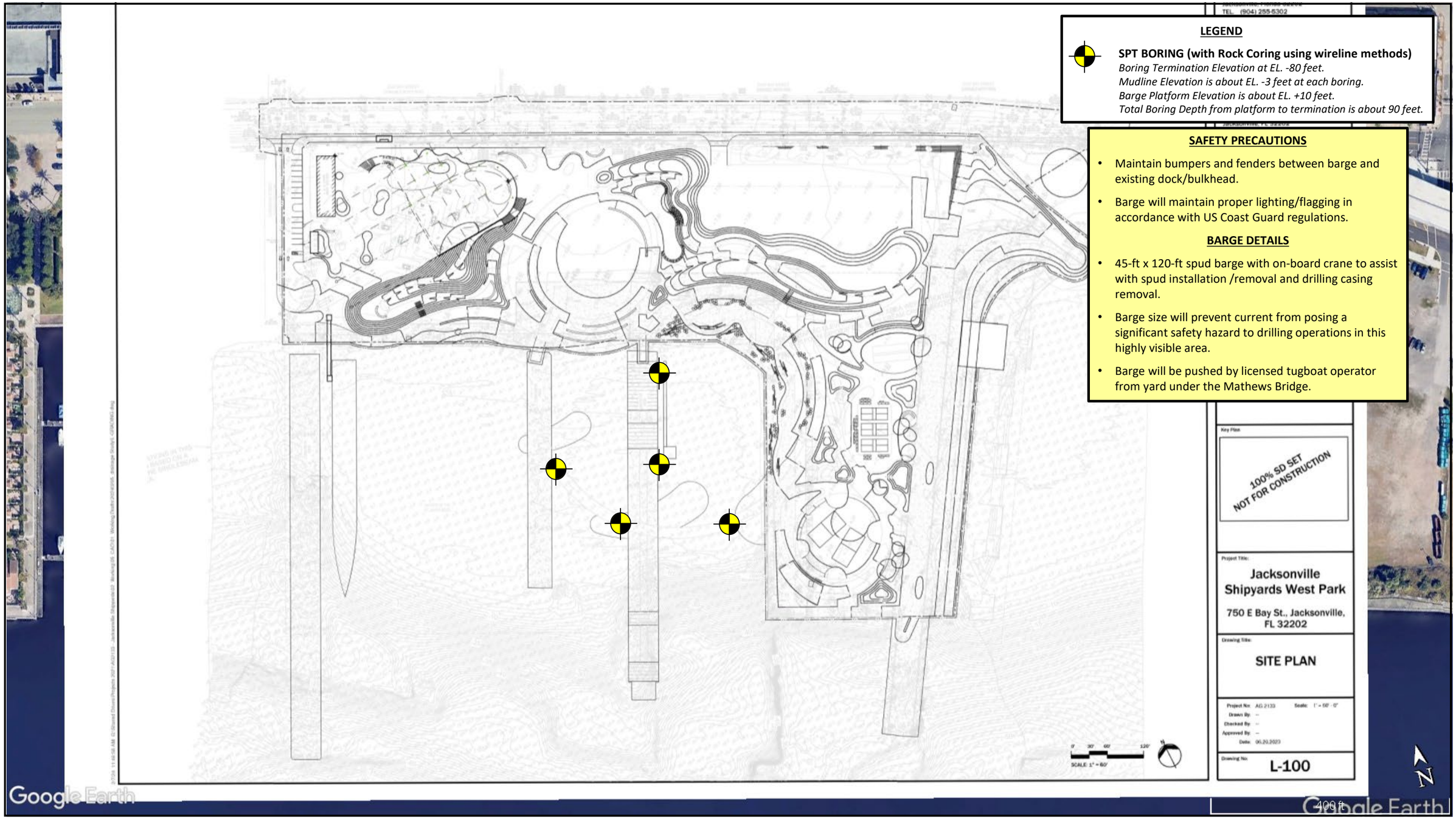
35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	0	0	0			0
Boring Layout Approval	EA	1	1	1			0
Attend in BDR Review Meeting	EA	0	0	0			0
30/60/90% Submittal Review	EA	0	0	0			0
Other Meetings	EA	2	1	2			0
Subtotal Technical Meetings				**3**		**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		- -
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		- -
Total Meetings				**3**		**Total Project Manager Meetings (carries to Tab 3)**	**0**
				Carries to 33.18			Carries to Tab 3

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

EXHIBIT F



LEGEND

SPT BORING (with Rock Coring using wireline methods)
Boring Termination Elevation at EL. -80 feet.
Mudline Elevation is about EL. -3 feet at each boring.
Barge Platform Elevation is about EL. +10 feet.
Total Boring Depth from platform to termination is about 90 feet.

SAFETY PRECAUTIONS

- Maintain bumpers and fenders between barge and existing dock/bulkhead.
- Barge will maintain proper lighting/flagging in accordance with US Coast Guard regulations.

BARGE DETAILS

- 45-ft x 120-ft spud barge with on-board crane to assist with spud installation /removal and drilling casing removal.
- Barge size will prevent current from posing a significant safety hazard to drilling operations in this highly visible area.
- Barge will be pushed by licensed tugboat operator from yard under the Mathews Bridge.

Project Manager:	MCV	Project No.	240172	Meskel & Associates Engineering Geotechnical • Environmental • Inspection • Testing	3728 PHILIPS HIGHWAY – SUITE 208 • JACKSONVILLE, FLORIDA 32207 PH. (904) 519-6990 • FAX (904) 519-6992 • www.MeskelEngineering.com	PROPOSED BORING LOCATION PLAN	FIG NO.
Drawn by:	MCV	Scale:	AS SHOWN			SHIPYARDS WEST – BOARDWALK EXPLORATION JACKSONVILLE, FLORIDA	1
Checked by:	BHH	File Name:	240172.BLP				
Approved by:	BHH	Date:	5/22/2024				

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

EXHIBIT F

LEGEND

SPT BORING (with Rock Coring using wireline methods)
Boring Termination Elevation at EL. -80 feet.
Mudline Elevation is about EL. -3 feet at each boring.
Barge Platform Elevation is about EL. +10 feet.
Total Boring Depth from platform to termination is about 90 feet.

SAFETY PRECAUTIONS

- Maintain bumpers and fenders between barge and existing dock/bulkhead.
- Barge will maintain proper lighting/flagging in accordance with US Coast Guard regulations.

BARGE DETAILS

- 45-ft x 120-ft spud barge with on-board crane to assist with spud installation /removal and drilling casing removal.
- Barge size will prevent current from posing a significant safety hazard to drilling operations in this highly visible area.
- Barge will be pushed by licensed tugboat operator from yard under the Mathews Bridge.

Project Manager: MCV	Project No. 240172	MAE Meskel & Associates Engineering Geotechnical • Environmental • Inspection • Testing	3728 PHILIPS HIGHWAY – SUITE 208 • JACKSONVILLE, FLORIDA 32207 PH. (904) 519-6990 • FAX (904) 519-6992 • www.MeskelEngineering.com	PROPOSED BORING LOCATION PLAN	FIG NO.
Drawn by: MCV	Scale: AS SHOWN			SHIPYARDS WEST – BOARDWALK EXPLORATION JACKSONVILLE, FLORIDA	2
Checked by: BHH	File Name: 240172.BLP				
Approved by: BHH	Date: 5/22/2024				

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

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

July 14, 2022

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

Dear Mayor Curry:

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

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

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

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

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

Respectfully submitted,

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

APPROVED:

Lenny Curry, Mayor

This 15th day of July, 2022

GP: ab

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

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

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

DEPARTMENT OF EMPLOYEE SERVICES

Jacksonville
Where Florida Begins.

MEMORANDUM

07/08/22 08:05:55
Procurement Division

DATE: July 7, 2022

TO: Gregory Pease, Chairman
Professional Services Evaluation Committee

FROM: Lori Boyer, Chief Executive Officer
Downtown Investment Authority (DIA)

Daryl Joseph, Director
Parks, Recreation and Community Services Director

SUBJECT: P-38-21 Shipyards West Public Park Design

The Downtown Investment Authority and the City have negotiated the attached Scope of Services and Contract Fee Schedules with the highest ranked respondent. While this was issued as a single RFP, due to funding mechanisms, there will be two (2) separate agreements for accounting purposes.

Accordingly, this is to recommend that the Downtown Investment Authority/City of Jacksonville enter into two (2) contracts with Agency Landscape + Planning, LLC . that incorporates the attached Scope of Services and fee schedule. The contract period will begin from execution of the contracts (FY 21-22) and extend through September 30, 2023 (FY 22-23), with a six-month renewal at the option of the DIA's Chief Executive Officer and the Parks, Recreation and Community Services Director.

The total maximum indebtedness by contract are: $447,961.00 for the CRA Scope and Fee Schedule, and $1,385,212 for the CIP Scope and Fee. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposal (RFP).

Attachments: Scope of Services / Fee Schedules

CC: Alex Baker, PSEC Specialist

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

EXHIBIT B

FEE BY TEAM: KKRP / CIP SCOPE

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART 1. GENERAL INFORMATION

Project: Shipyard West Public Park Design: KKRP / CIP SCOPE	Proposal #P-38-21	Firm: Agency Landscape + Planning LLC	Date: 6/27/2022

PART 2. LABOR HOURS

Phase		Principal		Project Manager		Level 3 - Senior LA		Level 2 - LA		Level 1 - LA		Admin	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
		286	$90	357	$70	411	$50	516	$40	453	$35	50	$25
Mobilize	Task #												
1. Review Existing Conditions and Plans	1	4	$360	4	$280	20	$1,000	40	$1,600	1	$39	4	$140
2. Combined Kick-off Meeting	2	4	$360	4	$280	4	$200	2	$80	1	$35	4	$140
3. Project Schedule	3	2	$180	8	$560	4	$200	2	$80	1	$35	2	$70
4. Joint Shipyards West Master Plan Charrette	4	16	$1,440	16	$1,120	40	$2,000	24	$960	2	$53	2	$70
Envision													
5. Draft Schematic Design	5	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
6. Schematic Design (30% Design)	6	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
Document													
7. KKRP Design Development (60% Design)	7	80	$7,200	85	$5,950	120	$6,000	200	$8,000	240	$8,400	18	$630
8. KKRP Regulatory Approvals (60%)	8	20	$1,800	80	$5,600	23	$1,142	8	$320	8	$280	4	$140
Optional (Not In Contract)													
9. KKRP Scope Option to Proceed (by Client)	9	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
10. KKRP Scope Construction Documents (100%)	10	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
TOTAL DIRECT LABOR			$25,740		$24,990		$20,542		$20,640		$15,841		$1,750
Overhead (Combined Fringe Benefit & Administrative)													
Overhead Rate 165% x Total Direct Labor			$42,471		$41,234		$33,893		$34,056		$26,138		$2,888
SUBTOTAL: Labor + Overhead			$68,211		$66,224		$54,435		$54,696		$41,979		$4,638
Profit (Labor Related Costs) x 10%			$6,821		$6,622		$5,443		$5,470		$4,198		$464
TOTAL PART 2	$319,200		$75,032		$72,846		$59,878		$60,166		$46,177		$5,101

PART 3. OTHER COSTS

SUBCONSULTANTS (Worksheets available on request)		JSEB	JSEB $	JSEB %
Acquity Design Group	$114,100	Y	$114,100	8.98%
DvdL	$48,400	N	$0	0.00%
ETM	$31,717	N	$0	0.00%
Fluidity Design Consultants	$81,000	N	$0	0.00%
Haskell	$210,541	N	$0	0.00%
HLB Lighting	$78,000	N	$0	0.00%
James Lima Planning and Design	$43,280	N	$0	0.00%
Mechling	$65,000	Y	$65,000	5.11%
Meskel	$57,600	Y	$57,600	4.53%
Moffatt & Nichol	$62,200	N	$0	0.00%
SSG	$17,400	Y	$17,400	1.37%
WXY	$142,400	N	$0	0.00%
Subconsultant Total	**$951,637**			
Subconsultant Total plus Total Part 2	**$1,270,837**		$254,100	**20%**
Reimbursable Expenses	$114,375			
TOTAL PART 3	**$1,385,212**	**Total Contract Value**		

Schedule of Tasks	
1. Review Existing Conditions and Plans	6 weeks
2. Combined Kick-off Meeting	Call/Trip
3. Project Schedule	4 weeks
4. Joint Shipyards West Master Plan Charrette	Milestone/Trip
5. Draft Schematic Design	8 weeks
6. Schematic Design (30% Design)	8 weeks
7. KKRP Design Development (60% Design)	16 weeks
8. KKRP Regulatory Approvals (60%)	4 weeks
9. KKRP Scope Option to Proceed (by Client)	Not in Contract
10. KKRP Scope Construction Documents (100%)	Not in Contract

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

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

#71920-22

THIS CONTRACT, made and entered into this 23 day of August, 2022 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "City"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and AGENCY LANDSCAPE + PLANNING, LLC, a Massachusetts limited liability company (the "Contractor") with its principal offices at 91 Harvey Street, Suite 2, Cambridge, MA 02140.

WHEREAS, the City (as the "City") issued a Request for Proposal No. P-38-21 (including all addendum, the "RFP"), bid date January 12, 2022, for certain services described in the RFP (the "Services"); and

WHEREAS, based on Contractor's response to the RFP dated January 19, 2022 consisting of 170 pages (the "Response"), the City has negotiated and awarded this Contract to Contractor;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. Performance of Services. The Services will be performed by Contractor as specified in the RFP and the Response and in accordance with this Agreement and Exhibit A attached hereto, as more fully described in Exhibit B attached hereto, as applicable to the KKRP/CIP Scope of Work.

2. Compensation. Contractor will be paid by the City for the Services on a monthly basis on a work performed and invoiced basis, as further detailed in the RFP.

3. Maximum Indebtedness. As required by Section 106.431, *Ordinance Code*, the City's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed ONE MILLION THREE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED TWELVE AND NO/100 DOLLARS ($1,385,212.00).

4. Term. The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2023, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for one (1) additional six-month period by (i) the City in it its sole discretion, upon written notice to Contractor at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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

5. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments;
- Any amendments to the RFP;
- Specific Information Regarding the RFP (Section 1 of the RFP);
- Description of Services and Deliverables (Section 4 of the RFP) ;
- General Instructions to Respondents (Section 2 of the RFP);
- General Terms and Conditions of Contract (Section 3 of the RFP);
- Any Purchase Order under the Contract;
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
c/o Downtown Investment Authority
117 W. Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Guy Parola

With Copy to:

Office of General Counsel
City of Jacksonville
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

As to the Contractor:

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

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Susannah Ross, and the Contractor's Contract Manager is _____. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

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

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

10. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

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

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

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

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

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

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

_____
Director of Finance
City Contract Number: 71920-22

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

_____
Type/Print Name

_____
Title

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

By _____
Signature

Gina Ford
Type/Print Name

Principal Landscape Architect
Title

GC-#1510013-v1-Shipyard_West_Public_Park_Design_-_Agency_Landscape_and_Planning.doc

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

Exhibit A

Scope of Services and Fee Schedule

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

FEE BY TEAM: KKRP / CIP SCOPE

CONTRACT FEE SUMMARY
CITY OF JACKSONVILLE, FLORIDA

PART 1. GENERAL INFORMATION

Project: Shipyard West Public Park Design: KKRP / CIP SCOPE	Proposal #P-38-21	Firm: Agency Landscape + Planning LLC	Date: 6/27/2022

PART 2. LABOR HOURS

Phase		Principal		Project Manager		Level 3 - Senior LA		Level 2 - LA		Level 1 - LA		Admin	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
		286	$90	357	$70	411	$50	516	$40	453	$35	50	$25
Mobilize	Task #												
1. Review Existing Conditions and Plans	1	4	$360	4	$280	20	$1,000	40	$1,600	1	$39	4	$140
2. Combined Kick-off Meeting	2	4	$360	4	$280	4	$200	2	$80	1	$35	4	$140
3. Project Schedule	3	2	$180	8	$560	4	$200	2	$80	1	$35	2	$70
4. Joint Shipyards West Master Plan Charrette	4	16	$1,440	16	$1,120	40	$2,000	24	$960	2	$53	2	$70
Envision													
5. Draft Schematic Design	5	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
6. Schematic Design (30% Design)	6	80	$7,200	80	$5,600	100	$5,000	120	$4,800	100	$3,500	8	$280
Document													
7. KKRP Design Development (60% Design)	7	80	$7,200	85	$5,950	120	$6,000	200	$8,000	240	$8,400	18	$630
8. KKRP Regulatory Approvals (60%)	8	20	$1,800	80	$5,600	23	$1,142	8	$320	8	$280	4	$140
Optional (Not in Contract)													
9. KKRP Scope Option to Proceed (by Client)	9	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
10. KKRP Scope Construction Documents (100%)	10	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0
TOTAL DIRECT LABOR			**$25,740**		**$24,990**		**$20,542**		**$20,640**		**$15,841**		**$1,750**
Overhead (Combined Fringe Benefit & Administrative)													
*Overhead Rate **165%** x Total Direct Labor*			$42,471		$41,234		$33,893		$34,056		$26,138		$2,888
SUBTOTAL: Labor + Overhead			**$68,211**		**$66,224**		**$54,435**		**$54,696**		**$41,979**		**$4,638**
Profit (Labor Related Costs) x **10%**			$6,821		$6,622		$5,443		$5,470		$4,198		$464
TOTAL PART 2	**$319,200**		**$75,032**		**$72,846**		**$59,878**		**$60,166**		**$46,177**		**$5,101**

PART 3. OTHER COSTS

SUBCONSULTANTS (Worksheets available on request)			**JSEB**	
		JSEB	$	%
Acquity Design Group	$114,100	Y	$114,100	8.98%
DvdL	$48,400	N	$0	0.00%
ETM	$31,717	N	$0	0.00%
Fluidity Design Consultants	$81,000	N	$0	0.00%
Haskell	$210,541	N	$0	0.00%
HLB Lighting	$78,000	N	$0	0.00%
James Lima Planning and Design	$43,280	N	$0	0.00%
Mechling	$65,000	Y	$65,000	5.11%
Meskel	$57,600	Y	$57,600	4.53%
Moffatt & Nichol	$62,200	N	$0	0.00%
SSG	$17,400	Y	$17,400	1.37%
WXY	$142,400	N	$0	0.00%
Subconsultant Total	**$951,637**			
Subconsultant Total plus Total Part 2	**$1,270,837**		$254,100	**20%**
Reimbursable Expenses	$114,375			
TOTAL PART 3	**$1,385,212**	**Total Contract Value**		

Schedule of Tasks	
1. Review Existing Conditions and Plans	6 weeks
2. Combined Kick-off Meeting	Call/Trip
3. Project Schedule	4 weeks
4. Joint Shipyards West Master Plan Charrette	Milestone/Trip
5. Draft Schematic Design	8 weeks
6. Schematic Design (30% Design)	8 weeks
7. KKRP Design Development (60% Design)	18 weeks
8. KKRP Regulatory Approvals (60%)	4 weeks
9. KKRP Scope Option to Proceed (by Client)	Not in Contract
10. KKRP Scope Construction Documents (100%)	Not in Contract

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

Exhibit B

Narrative Summary of Scope of Services

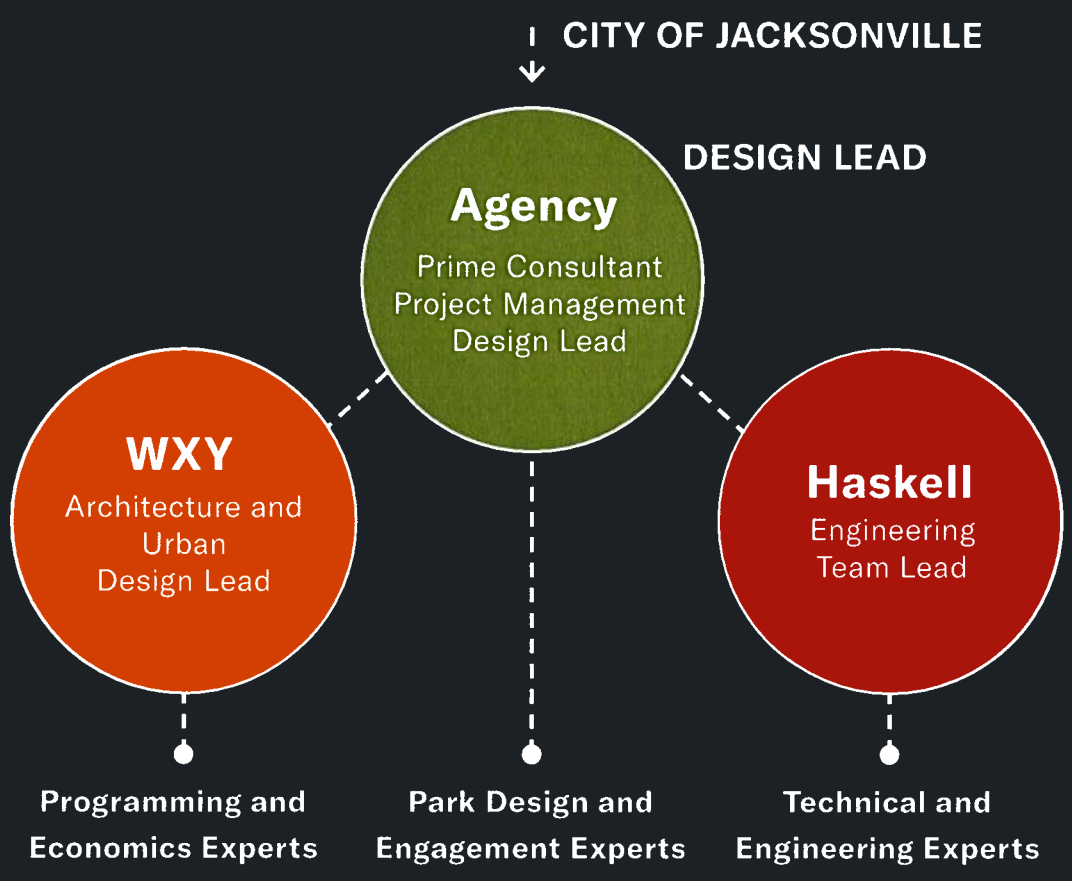
Docusign Envelope ID: D3CBE542-7EE6-45B0-B71C-49BB6FE9BCD7

SCOPE OF SERVICES

Our team will be led by Agency as the prime consultant, contract holder and landscape design lead. Agency will manage the process and all team members, working closely with WXY (Urban Design and Architecture Lead) and Haskell (Engineering Lead). The design leads will work collaboratively with a potent bench of supporting experts.

Our team will convene weekly to charrette and share progress. We will meet and share work with the client team bi-weekly on average. We also recommend an alternating weekly project management meeting with Jill Enz, the city's point of contact, Guy Parola, the DIA's point of contact, and Susannah Ross, Agency's project manager. This administrative check-in will ensure alignment around objectives and milestones and allow any barriers to progress to be discussed and removed.

The following pages outline the scope of work, largely based on the tasks and schedule provided. We have expanded on these and clustered tasks into three phases of work we describe as Mobilize, Envision and Document. Early alignment, consistency and clear communication will be critical.



Project Organization Chart

The design process will be led by Agency, but will involve the orchestration of three significant areas of development. Agency will lead the overall project design, WXY will lead the urban design and architectural components and Haskell will lead engineering. Each of these design leads will help organize and integrate the specialist expertise of related subconsultants, though all will be contracted to Agency directly.

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

MOBILIZE

The Agency team looks forward to kicking off this project and quickly but thoroughly executing the initial steps identified in the RFP, which will be critical for achieving excellent results in keeping with the desired schedule.

TASK 1 - Gather Base Information + Review Existing Conditions and Plans

Upon selection and execution of a contract the Agency team will attend an initial meeting with key City/ DIA employees necessary for explanation of existing conditions and plans. Distribution of all relevant documents and images will also occur at this time.

Following the meeting, the Agency team will immediately begin pouring through and synthesizing all documents, maps, and images provided by the Client. The goal is to quickly and intimately familiarize ourselves with the existing conditions of the Site, previous plans for the Riverfront, and the Jessie Ball DuPont Fund (JBDF) Activation Study.

We will also review existing, technical information related to site history, prior planning and environmental studies and any available technical base data.

TASK 2 - Combined Kick-off Meeting

Upon project initiation we will work with the Client to schedule an in-person kick-off meeting to include all key team members and City and DIA Stakeholders. At this meeting, the teams will begin the project orientation process, and establish common understanding of critical elements of the process, including: roles and responsibilities; project understanding, opportunities, and constraints; lines of authority; communication protocol; and schedule and milestones. Additionally we will review as a group the special requirements of the project—including the Client's desires for program elements on site, Fire Museum and USS Orleck needs, contamination issues, Sea-Level Rise mitigation, and the JBDF Activation Plan and Public Outreach.

We will review scope of technical studies gathered in Task 1. We will mobilize site topographic survey (including the roadway), underground utility identification, bathymetric survey infomation, geotechnical investigation for both CRA and KKRP, and visual inspection of marine infrastructure including docks - in coordination with DIA. Our work does not include in-water geotchnical investigation.

TASK 3 - Project Schedule

Within five business days of the Task 2 Kick-off Meeting, Agency team will prepare a preliminary project schedule for Client review. The schedule will reflect the Performance Deadlines outlined in Section 4.9, also shown in the graphical schedule on the following pages.

TASK 4 - Joint Shipyards West Master Plan Charrette

The Agency team will work with the Client to organize and host a series of meetings that together comprise a Master Plan Charrette, the outcome of which will be the foundation for the Shipyards West Master Plan and Schematic Design for both the Kids Kampus Replacement Park (KKRP) Scope and the Northbank CRA Scope. The participants in the Charrette will include leaders from the Parks & Recreation Department, DIA, the Chief Resiliency Officer, Public Works, and the JBDF.

Agency believes deeply in collaboration—with the

Engagement

Concurrent with Task 2 and 3, we will develop a process-wide engagement strategy to establish goals, strategies, tactics and timelines for public engagement. Building on past engagement efforts and feedback, we will synthesize recent feedback into a digest of community needs, gaps, and aspirations for the Shipyards West site.

Early public engagement could include:

- Interviews and focus groups
- Pop-up events and intercept activities
- Community-wide Visioning workshop

The timing and scope of these will be determined in collaboration with DIA at project onset.

* If more than one elected official attends, Agency acknowledges that a public meeting will be required.

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

Client group, stakeholders, and the world class design team we have assembled for this project—and looks forward to designing a Charrette process that will result in a shared vision that will inspire and galvanize the collective team as we move the project forward.

This Task will include the following sub-tasks:

1. Pre-Charrette Planning—we will host meetings as needed to plan for the charrette, develop a schedule and agenda for the event, and conduct all required due diligence and site investigation to ensure maximum productivity for the charrette.
2. Charrette—we look forward to hosting a dynamic and stimulating series of sessions that will comprise the charrette as a whole. We will take the following steps: designate a physical location in a studio working space where collaboration sessions will happen, conduct in-person design workshop(s) and interviews with key City Departments (including City Council Members and other elected officials) and stakeholders, prepare summary presentations for each contract.*
3. Master Plan Charrette Reports—we will prepare a summary document for each contract that memorializes the charrette process and results and serves as a foundation for the process moving forward.

** The Agency team will provide a master plan for the site that locates a building program that could include all of the following: a restroom, a visitor center/ticket/ small museum for fire museum/Orleck, two additional buildings in City scope such as covered parking deck or pavillion, a food court or retail building on CRA scope / Bay frontage, one or more buildings on Hogan's Creek and at least one pier building.*

The Agency team will provide 30% and 60% drawings for two to three park-supporting structures such as park pavilions, shade structures, restrooms, public facility/hub, visitor center, etc. totalling up to $4M of construction cost. 60% drawings for a parking garage are included as an additional alternative and would require negotiated additional services.

ENVISION

Based on the shared vision for the project developed during the Mobilization phase, the Agency team will begin the process of realizing that vision by bringing to bear the technical and creative skill of the team assembled to initiate and deliver Schematic Design documents.

TASK 5 - Draft Schematic Design

The Agency team will develop draft design documents for each contract including the following:

- Program alternatives followed by a client-selected refined park program strategy
- Three or more alternative site layout plans with up to five revisions of client-preferred direction
- Character images
- Design alternatives
- Study models, if needed
- Preliminary utility/stormwater plans
- Conceptual grading plans to reinforce design alternatives
- Preliminary architectural plans, sections and elevations for all public buildings*.

Engagement

During the envision phase, we will draw on our team's creative tools to work with the community to dream big and have meaningful discussions about each scheme's impacts and opportunities. At this point, we will value collective discussions where differences of opinions or passionate support can be voiced. This might include:

- Interactive Community Charrette with Measurable Evaluation Activities
- Technical Discussions with Experts
- On-site communication to build awareness

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

- Preliminary hardscape finishes, accent paving, site furnishings and schedule, including the Riverwalk
- Preliminary lighting plan, audio plan and equipment schedule
- Preliminary specialty plans for playground, play equipment, and other specialty equipment and facilities
- Preliminary plans for parking area/structure that are incorporated into the site design
- Climate change mitigation and resiliency plans
- Preliminary Remedial Action Plan identifying the environmental controls on the Site
- Illustrative elevations, composite sections, and 3-D imagery as needed. Topography will be presented to clarify visual, aesthetic adn resilience concerns.
- Evaluation of City code compliance
- Draft construction specifications outline (for KKRP)

Based on client approval of draft concept, we will develop a soil boring plan and mobilize geotechnical investigation at key locations related to significant above and below ground features.

TASK 6 - Schematic Design (30% Design)

Agency will coordinate a process of review, verification, and refinement of the Draft Schematic Design by the Client and Design team as well as conducting public outreach to seek input prior to finalizing the 30% Schematic Design. The effort will conclude with a summary presentation that clarifies the process and resulting modifications to the draft documents, to be embodied in the final Schematic Design documents, including for each contract:

- Summary document that memorializes the community input and results
- Final schematic design plans and documents
- Estimate of probable construction costs including design alternatives
- Downtown Development Review Board (DDRB) Courtesy Review submittal package (informational and comment only). This item follows the City Council 'Lunch and Learn' noted below.

For the KKRP Scope, presentations of the Master Plan and Schematic Design package to:

- City/DIA team
- City Council "Lunch & Learn" Workshop (single session for KKRP and CRA)
- Jacksonville Transportation Authority (JTA)
- Other community partners as necessary
- JEA

We will also support with materials, as needed, DIA as it updates other agencies at this point in the process.

For the Northbank CRA Scope, presentations of the Master Plan and Schematic Design package to:

- City/DIA team
- DIA Board
- City Council "Lunch & Learn" Workshop (single session for KKRP and CRA)
- DDRB Board

DOCUMENT

Based on the approved 30% design package, the Agency team will continue further detailed design for the KKRP, including the following tasks.

TASK 7 - KKRP Design Development (60% Design)

Following the acceptance by the City of the Schematic Design (30% design), the Agency team shall prepare the Design Development (60% design) for KKRP.

Based on the estimates of probable cost provided at the conclusion of Task 6, and at the direction of the City, Agency will contemplate phased implementation or construction and incorporate the recommended phasing into the Design Development package. The Design Development package will be thoroughly coordinated between design specialties and will include:

- Preferred site layout and geometry plan (with five revisions based on client feedback)

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

- Typical cross section details
- Site grading and drainage plan with design calculations
- Erosion control and sedimentation plan
- Anticipated Remedial Action Plan identifying environmental controls on the Site
- Site utility plans and details
- Architectural and engineering plans that include materials, quantities, details, and structural, mechanical, electrical and plumbing as appropriate
- Hardscape plans, including details and finishes
- Site furnishings and play equipment plans, including details and schedule
- Preliminary lighting plan, audio plan and equipment schedule
- Preliminary specialty plans for any special elements, including water feature, play equipment, or other specialty equipment and features.
- Any further deliverables required for successful completion of FDEP and SJRWMD approvals as part of Task 8

The Consultant Team and City/DIA project team will review, verify and refine the design development and specification documents as needed. Agency will conclude this phase with a summary presentation to the Client. Deliverables for the 60% Design Development package will include:

- Estimate of probable construction cost, including, if necessary, a phased approach that accounts for a $9 million construction budget for Phase 1
- 60% design development plans and documents, factoring as needed a phased approach to construction
- Downtown Development Review Board [DDRB] submittal package for DDRB Final Approval.
- 60% construction specifications draft
- 60% geospatial 3D engineering model update
- Color plans, elevations, perspective renderings and marketing images

Engagement

As the project is fully designed, developed and moves through the approvals process, we will continue transparent communication with the community, seek to maintain excitement for implementation, and align the project with various department and external partner needs and values. We expect key engagement steps might include:

- Sharing and celebrating the final plan at a Community Gathering
- Updates, hearings, and coordination with key agencies
- Possible pop-up or temporary testing of design ideas and materials on-site to raise excitement and share future designs

- Presentation(s) of 60% Design Development to:
  - City/DIA staff
  - City Council 'Lunch and Learn'
  - KKRP to FDEP for FRDAP approval
  - Other community partners, if needed

TASK 8 - KKRP Regulatory Approvals (60%)

The Agency team will prepare submittal documents, and attend hearings for the required regulatory approvals, and provide informational updates as requested by the following city departments and state agencies, including but not limited to:

- DDRB (for conceptual review comments)
- DIA (informational only)
- City Council (informational only)
- Florida Department of Environmental Protection (FDEP), as it relates to the Brownfield and FRDAP Grant
- St. Johns River Water Management District (SJRWMD)

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

The following tasks are not included in this scope of services or fee proposal, and are at the discretion of the City. They are provided here for infomation only.

TASK 9 - KKRP Scope Option to Proceed (by Client)

Upon completion and acceptance of the 60% Design Deliverables for the KKRP Scope, the City shall make a decision about whether to proceed to 100% Design with the Agency team or proceed with a Design-Build procurement. This decision shall be made within 45 days of receipt of the 60% design package.

TASK 10 - KKRP Scope Construction Documents (100%)

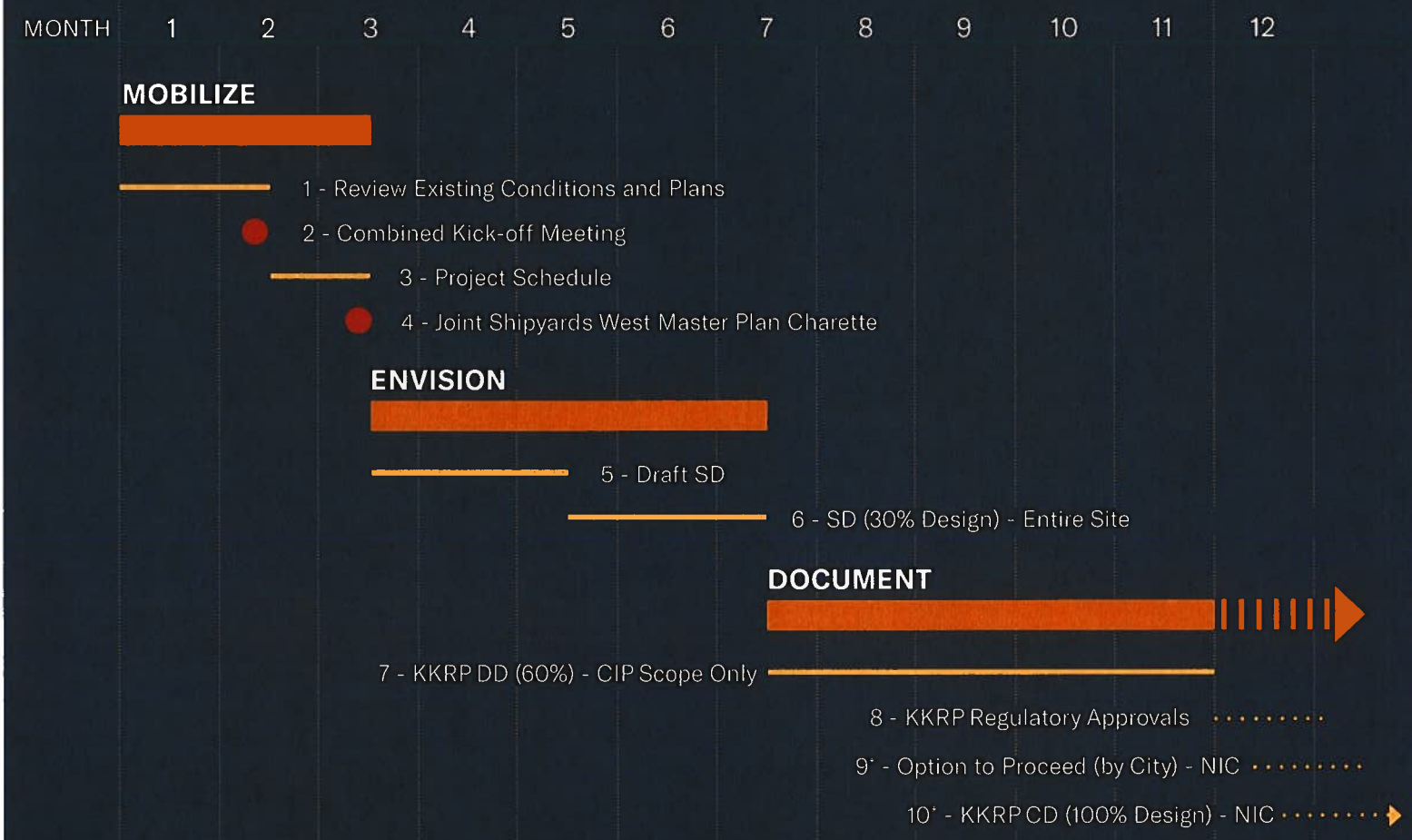
If notified by the City to proceed, and based upon input received from the 60% Design Development review by the Client and regulatory approvals required to proceed with design, the Design Team will prepare construction documents for the KKRP, or some portion of it as directed by the City. The Agency team shall obtain all necessary permits and provide drawings, plans and specifications meeting City of Jacksonville and other applicable codes. The design team will respond and edit as needed (based on ten set comments and bid documents). Construction documents will be submitted for Client review at the 90% and 100% levels of completion, and will include the following deliverables by discipline:

- Civil Engineering
  - » Final site layout and geometric plan
  - » Typical cross section details
  - » Final site grading, paving and drainage plan
  - » Final stormwater report with design calculations and exhibits
  - » Final erosion control and sedimentation plan
  - » Final site utility plans and details
  - » General notes and details
  - » Maintenance of traffic phasing plans
- Architectural site plan and details
  - » Final construction plans and details for on-site structures.
  - » Materials, quantities and details sufficient for permitting, bidding and construction.
  - » Material samples and colors for review and approval.
  - » Structural, mechanical, electrical and plumbing drawings as appropriate
- Landscape Architecture
  - » Hardscape plan, including details and finishes
  - » Streetscape plan, including details
  - » Site furnishings and play equipment plans, including details and schedule
  - » Planting plan, including details and schedule with quantities
  - » Irrigation plan, if applicable, including details and specifications
  - » Water feature plans, elevations, and details
- Electrical Engineering
  - » Lighting plan including details and equipment schedule
  - » Audio/visual plan including details, specifications and schedule
- Final Estimate of Probable Construction Cost
- Final Site Survey
- All necessary regulatory permits and approvals required to proceed to construction.

Both PDF and native software digital files of all products will be provided to the Client. The number of required printed copies deliverables to be provided will be determined during the contract negotiations process.

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

SCHEDULE



* Tasks 9 and 10 are not included in this contract and are pending City approval to proceed.
KKRP CD (100% Design) task (#10) is anticipated to be 7 months in total.

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

FEE PROPOSAL

In response to your request, we are pleased to offer the following fee for the Shipyard West Public Park Design project. This proposal reflects the previously outlined scopes of services - and has been coordinated and verified with our broad, expert team.

We have provided the fee three ways.

In the Fee Guidance Chart, we show industry standard percentages for technical deliverables. It assumes a construction budget of $2.5M per acre - consistent with high quality parks of comparable scope and scale - and the site scale from take-offs of the diagram below.

In the Fee Summary, we identify fee by the major scope items for the entirety of the Shipyard West sites.

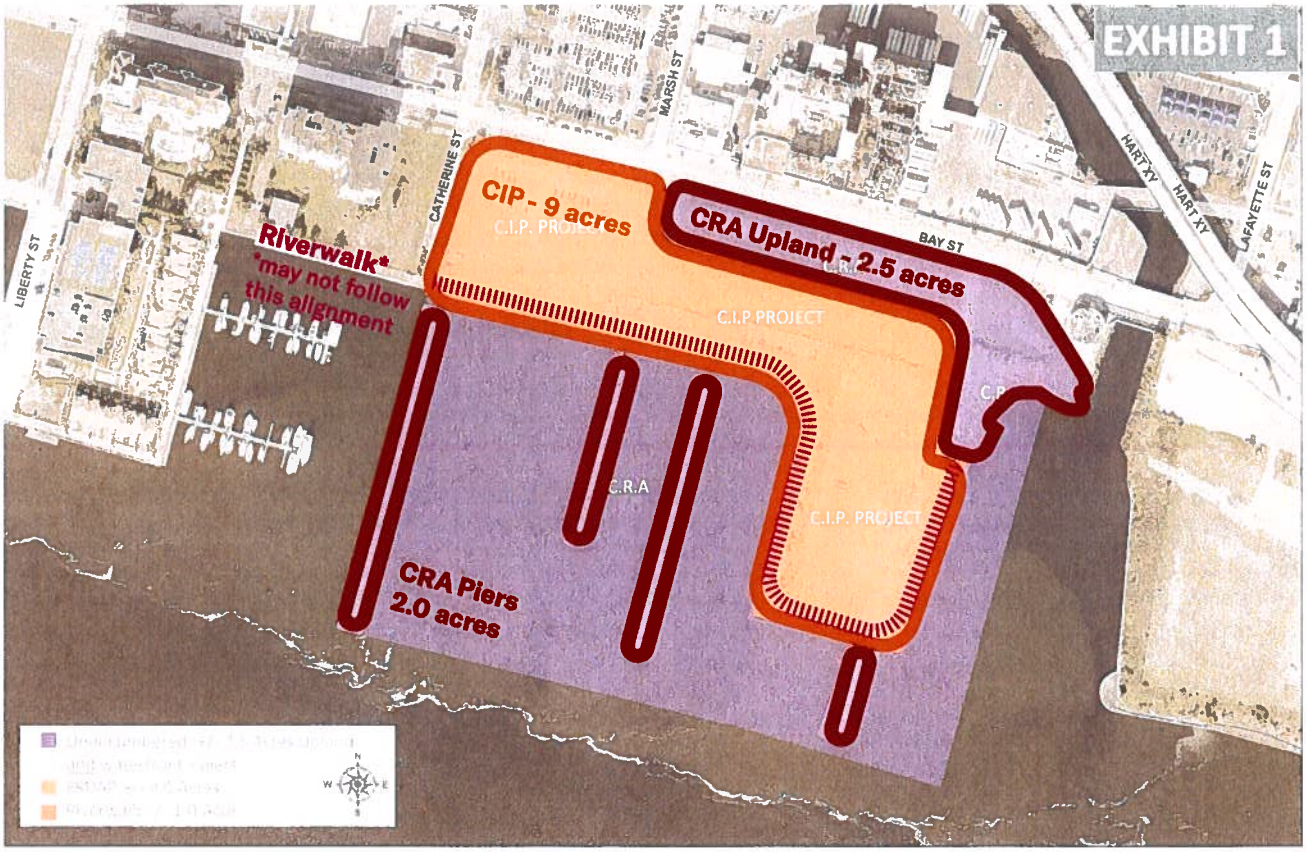
The pages that follow include breakdowns of the two scopes of work - one for the Northbank CRA Scope (CRA) and one for Kids Kampus Replacement Park CIP Scope including the Riverwalk (CIP).

The two work scopes are translated to a table modeled on the City's preferred format (including breakdowns of overhead and profit %s and JSEB requirements).

We have also included a budget of approximately 9% for reimbursable expenses including travel costs, printing and other project-specific expenses. We are flexible to expand or streamline scope to achieve your desired budget and results.

**The Agency team will provide a master plan for the site that locates a building program that could include all of the following: a restroom, a visitor center/ticket/small museum for fire museum/ Orleck, two additional buildings in City scope such as covered parking deck or pavillion, a food court or retail building on CRA scope / Bay frontage, one or more buildings on Hogan's Creek and at least one pier building.*

The Agency team will provide 30% and 60% drawings for two to three park-supporting structures such as park pavilions, shade structures, restrooms, public facility/hub, visitor center, etc. totalling up to $4M of construction cost. 60% drawings for a parking garage are included as an additional alternative and would require negotiated additional services.



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

FEE GUIDANCE: INDUSTRY STANDARDS

	Site (acres)	Construction Cost ($2.5M/acre)	Total Assumed Design Fee (100% Design)	Notes
Schematic Design (30%)	13.5	$33,750,000*	$4,050,000	Design Fee is at 12% of construction cost. Note: fee provided below is to get to 30% design, which accounts for 15% of this total design fee.
Design Development (60%)	9	$22,500,000*	$2,025,000	Design Fee is at 9% of construction cost. Note: fee provided below is to get to 60% design, which accounts for 25% of this total design fee.

*** Based on comparable recent park projects, we might expect 12% of this cost ($4M for the entire site or $2.7M for the CIP site) to include architectural components (park pavilions, shade structures or the like). We have used this benchmark to scope architectural and supporting effort.**

FEE SUMMARY

	Site (acres)	Proposed Fee**	Notes
Schematic Design (30%)	13.5	$639,357.20	30% drawings equivalent to Schematic Design (15% of overall effort)
Design Development (60%)	9	$523,792.25	60% drawings equivalent to Design Development (25% of overall effort)
Community Engagement		$125,000.00	Includes communications, public outreach, branding and public engagement
Activation and Programming		$136,800.00	Park programming, activation, governance and placemaking economics
Enabling Work		$256,861.00	Survey, geotechnical and site/soil testing
		$151,326.94	Expenses (approx. 9%)
		$1,833,173.39	**Total Fee**

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

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

July 14, 2022

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

Dear Mayor Curry:

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

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

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

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

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

Respectfully submitted,

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

APPROVED:

Lenny Curry, Mayor

This 15th day of July, 2022

GP ob

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

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

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

Contract Purchase Agreement POA-71920-22

Agreement	POA-71920-22
Agreement Date	18-JUL-2022
Revision	0
Agreement Amount	1,385,212.00 USD
Solicitation Number	P-38-21

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Agency Landscape + Planning
91 Harvey Street, Suite 2
CAMBRIDGE, MA 02140

Notes Shipyard West Public Park Design (CIP SCOPE)

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
31915	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
14-Jul-2022	29-Sep-2023		Alexzandria Baker abaker@coj.netPhone 904-2558830	

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division