

PUBLIC NOTICE
AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING
 Thursday, October 19, 2017, 10:00 a.m.
 Eighth Floor, Conference Room 851
 Jacksonville, FL 32202

Committee Members: Gregory Pease, Chairman
 Patrick Greive, Member, Treasury
 Jeff Close, Member, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Jill Enz Duane Kent	P-08-17	Fee & Contract Negotiations Professional Design Services for Lonnie Miller Park Amenities Department of Public Works	That the City of Jacksonville enter into a contract with Pond & Company Corporation for the Professional Design Services for Lonnie Miller Park Amenities by: (i) incorporating the attached Scope of Services identified as Exhibit 'A' and the Contract Fee Schedule identified as Exhibit 'B'; (ii) providing a lump-sum Design Fee in the amount of \$135,240.04; and not-to-exceed limits for: Public Involvement of 44,400.00; Survey for \$22,850.00; Civil Engineering for \$49,884.44; Geotechnical/Environmental for \$16,200.00; Natural Resources for \$5,198.71; Electrical Engineering for \$28,196.58; Irrigation Design for \$4,675.00; Structural Design for \$1,900.00; and Permitting for \$773.00; (iii) proving a not-to-exceed maximum indebtedness to the City in the amount of \$269,317.77; and (iv) providing a period of service from date of execution of the contract to project completion. All other terms and conditions are per the RFP and the city's standard contract language.		
MEETING ADJOURNED:					

CC: Council Auditor
 Subcommittee Members



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

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

October 3, 2017

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

THRU: John P. Pappas, P.E. *John Pappas*
Director

FROM: Tom Fallin, P. E. *Tom Fallin*
Chief, Engineering and Construction Management Division

R. Duane Kent, P.E. *R Duane Kent*
Engineer Manager

Jill Enz, Manager, *Jill Enz*
Parks Development and Natural Resources

SUBJECT: P-08-17 Professional Design Services for Lonnie Miller Park Amenities
RPCP32EF5720-06503-PR0215-04 \$220,101.77
RPCP32EF5720-06505-PR0215-05 \$ 49,216.00

The Engineering Division has negotiated with the consultant selected for Professional Design Services for Lonnie Miller Park Amenities, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. MBE firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Pond & Company Corporation for the Professional Design Services for Lonnie Miller Park Amenities, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide a lump sum Design Fee of \$135,240.04 and not to exceed limits for: Public Involvement for \$4,400.00; Survey for \$22,850.00, Civil Engineering for \$49,884.44, Geotechnical/Environmental for \$16,200.00; Natural Resources for \$5,198.71, Electrical Engineering for \$28,196.58, Irrigation Design for \$4,675.00, Structural Design for \$1,900.00 and Permitting for \$773.00 with the maximum indebtedness to the City in the amount of \$269,317.77 and with an expiration date of Project Completion. All other terms and conditions of the Contract shall be as provided in the Request for Proposals and the City's standard contract language, as applicable.

TF/lw

Attachment: Exhibits A & B
MBE Participation

cc: Lori West, Contract Specialist

ab

**SCOPE OF SERVICES
PHASE I - 30% DESIGN SERVICES
LONNIE MILLER PARK
CITY OF JACKSONVILLE, FLORIDA**

I. INTRODUCTION

The City of Jacksonville (COJ) awarded POND the contract for P-08-17 Professional Design Services for Lonnie Miller Park Amenities. A Master Site Plan has been developed by England, Thims, and Miller (ETM) and will serve as a guideline for final design and construction documents. The site is a former ash site that has been remediated or will be remediated prior to construction. Geotechnical testing and certain construction activities such as foundation or utility installation could expose ash that will have to be disposed of properly in accordance with the City's Ash Management Plan. POND's services will be in three (3) phases: 30% Design Services, Final Design, and Professional Services During Construction (PSDC). It is intended that POND's services will result in all designs, drawings, specifications, permits and other documents needed for the City to verify the cost of the project (including utility costs), acquire any necessary property and easements (if required) to seek bids and contract for construction of the project. It was agreed that POND would initially submit a scope and fee proposal for Phase I - 30% Design Services only and upon completion and acceptance of an approved concept plan, submit a scope and fee proposal for Phase II - Final Design which will include construction and bid documents and Phase III – Professional Services During Construction.

II. SCOPE OF WORK – PHASE I - 30% DESIGN SERVICES

POND shall prepare 30% Design plans and a Final Concept Plan utilizing the ETM Concept Plan as a guideline and COJ Public Works and Parks and Recreation Division staff direction. The Project Point-of-Contact for COJ is Bob Scott. Email: scott@coj.net Phone: 904-255-8734. The Project Point-of-Contact for POND is Marty Child. Email: childm@pondco.com Phone: 904-394-8114. POND will provide professional engineering services and supporting consultant services to execute the following activities:

Preliminary Survey/Geotechnical:

To supplement existing survey information provided by COJ/ETM, POND shall provide a maximum of 5 survey crew days and associated CADD services for the purpose of locating existing trees in certain non-ash contaminated areas (denoted by COJ/ETM); perform and locate up to ten (10) geotechnical soil borings at proposed building locations; provide preliminary topographical elevation shots to confirm existing site elevations; and locate and delineate approximately 14,300 linear feet of jurisdictional wetlands.

Preliminary Site Design:

POND shall prepare a conceptual site plan for the entire park. The following elements are to be included in the concept plan:

TENNIS FACILITY:

Six (6) Clay Courts, one (1) Asphalt Court, and four (4) Pickleball Courts, and Tennis Shop.

BALLFIELD COMPLEX:

Two (2) 250' Fields, two (2) 200' Fields, concession/restroom building, scorer's building, and bleacher seating areas.

BASKETBALL COURTS:

Eight (8) concrete basketball courts.

MULTI-USE FIELD WITH TRACK:

One (1) Multi-Use field, 400-meter track, bleacher seating areas, and scorer's building with concession and restrooms.

MULTI-USE FIELDS:

Two (2) multi-use fields.

PLAYSCAPE/SHADE STRUCTURES:

Three (3) Playscapes with two (2) shade structures (specified from a catalogue) at each playscape.

PICNIC PAVILIONS:

Five (5) picnic pavilions (COJ prototype) with concrete slabs.

MULTI-USE TRAIL:

Approx. 2.0-mile 12'-wide, asphalt trail, around perimeter of developed area, linking all park elements. A portion of the trail will be lighted. Trail will include interpretive signage, exercise stations, benches, and trash receptacles. A modification to the ETM/Prosser Concept will include a trail connection to the Bob Hayes Sports Complex. Portions of this trail will traverse wetlands and will require an elevated boardwalk.

PARKING LOT/ENTRANCE:

Parking lot design will provide parking in close proximity to proposed facilities. An overflow parking area (stabilized turf area) will be located for additional parking during special events and to accommodate league play. A new entrance will be provided off Moncrief Road.

OVERLOOK/BOARDWALK AREA:

The ETM Concept Plan provides three areas that are opened up to views of the Ribault River. POND proposes to add overlook/boardwalk area at each of these locations, if feasible, to provide better viewing opportunities to the river. Water access is not anticipated.

Landscape Architecture Design:

POND shall develop conceptual landscape plans and prepare an Irrigation Feasibility Report.

Architectural Design:

POND shall review COJ provided prototypes for the site adaptation of a scorer's building (2), concession/restroom building (2), tennis center building (1), maintenance building (1), and picnic pavilion (5). It will be determined during the 30% Design Services if prototypes are available for all buildings. If not available, POND will provide a scope and fee proposal to design the buildings that do not have a prototype during the second phase, Final Construction Design.

Civil Engineering Design:

POND shall develop preliminary engineering plans including site/geometry plan, grading and drainage plan, utility plan, and erosion control plan.

Electrical Design:

POND shall prepare preliminary site electrical plan for tennis courts, basketball courts, ballfields, multi-use fields, trails, parking lots, and miscellaneous site lighting requirements.

Permitting:

POND shall review permit requirements for the project. POND shall re-verify and stake and flag existing wetland line.

Cost Estimates:

POND shall prepare a preliminary cost estimate for the anticipated cost of construction.

Public Presentations:

POND shall assist COJ with one (1) public presentation. POND will obtain past stakeholder sign-in sheets from COJ to make sure all interested stakeholders are invited to the meeting. At this meeting the history of the site as well as information about Detective Lonnie Miller, the park's namesake, will be presented. The public meeting will occur at the completion of the 30% submittal. An illustrative plan view graphic and one (1) bird's-eye perspective of the entire park and three (3) perspectives of key locations within the park will be presented at the meeting.

Design Phases:

The design process will include the following three phases: Phase I - Preliminary Design (30% Submittal); Phase II – Final Design (Design Development - 60% Submittal; Construction Documents - 90% Submittal, 100% Submittal, Final Submittal; and Bid/Award); and Phase III - Professional Services During Construction (PSDC). Phase II and Phase III design services are not part of this scope. POND shall not proceed with Phase II and Phase III until separate scope and fee proposals have been prepared by POND and approved by COJ.

POND understands that coordination with ETM, who will be responsible for the remediation for the ponds and soils as well as stormwater permitting, is critical to the success of this project. As part of our schedule and design process POND will incorporate bi-weekly coordination meetings with COJ and ETM for the duration of the Phase I – 30% Design Services.

PHASE I**Preliminary Design (30% Submittal):**

POND, utilizing the Concept Plan prepared by ETM as a guide, shall prepare a preliminary design plan that address the concerns and issues identified for the park project.

POND shall obtain topographic survey of the entire property and any additional detailed data for the areas to be developed, as necessary from the COJ/ETM. POND shall obtain all survey information necessary for accurate, complete construction plans. POND shall provide the following minimum expected deliverables in this phase:

- Base Sheet: Compiled from: G.I.S. mapping and all survey data performed by the City/ETM, tied to State Plane Coordinates; field investigation; utility investigations; aerial photos; architectural plan; roadway plans; and all other available data. Base sheet shall be prepared in electronic digital format (AutoCAD 2016/2017), and shall

- utilize existing digital information provided to the maximum extent possible
- Preliminary design layout for all elements of the project reflecting recommendations and items discussed at the kick-off meeting, including development of parking, entry signage, amenity layout, landscaping, and layout of elements to minimize impacts to specimen trees
- Schematic building footprints with raw utility needs, square footage, and program requirements
- Review of all available cost estimates and development of preliminary cost estimate that identifies all major components and elements of the project by unit cost and total cost for design items with allowances for all other costs. Cost contingency of 15% shall be added during this phase. Budget shall be compared with the project budget to identify all deficiencies or deviations
- Preliminary list of all drawings and specification sections anticipated for the final package, and standard Consultant specifications for all items anticipated in the design
- Conceptual utility routing
- Conceptual grading/clearing plan
- Conceptual playground layouts and equipment
- Updated Decisions List and Schedule
- List of all permits required. POND will file a pre-application w/ each required agency

Three (3) sets and a PDF copy of preliminary 30% drawings shall be furnished to COJ upon completion of this submittal. Upon submittal of preliminary design deliverables, POND shall make a formal presentation to COJ to accomplish the following:

- Review preliminary designs for comments and additional input
- Review possible park design adjustments necessary to reduce impacts to trees
- Review Cost Estimate and Budget to determine Construction Phasing, Scope and to make Value Engineering decisions
- Review utility requirements and costs
- Review architectural footprints and cost
- Evaluate grading and clearing limits and costs
- Resolve outstanding design questions raised by POND
- Review preliminary details of options and cost projections for unique items
- Identify locations for geotechnical borings to determine depth of contaminated soil, water table, soil conditions and foundation design parameters
- Proposed landscaping concepts and materials

III. PROJECT SCHEDULE

- Kick-Off Meeting – One (1) week from COJ acceptance of scope and fee proposal and official Notice to Proceed
- 30% Review Submittal – Eight (8) weeks from Kick-Off Meeting
- COJ Review – Three (3) weeks from receipt of 30% submittal
- Second Public Meeting – Two (2) weeks from return of 30% COJ comments

The total time allowed for the 30% design and review of this project shall be 14 weeks.

IV. ASSUMPTIONS

- ETM is responsible for remediation of the ponds and soils and will be responsible for stormwater design and permitting.
- ETM is responsible for the design and permitting of a new individual lift station and major trunk lines.
- Tree mitigation is not required; however, tree locations will need to be provided or surveyed for site plan layout.
- ETM will be responsible for design of major utility/trunk lines and will provide a rough grading plan for the site.
- Building prototypes are available and will be site adapted for use at Lonnie Miller.
- Survey – Boundary, Topo, and Utility locations are available and will be provided to POND.
- Ballfields and Multi-Use Fields will be natural turf (Synthetic Turf will not be used).
- Amphitheatre is not a part of these plans.
- Design elements that penetrate below two feet will need to be coordinated with ETM and follow the Ash Remediation Plan guidelines.
- Irrigation water source will be potable water connection from Soutel Drive or Moncrief Road ROW.
- POND shall pay 10-Set Review Fee (\$648.00) and Fire Review Fee (\$125.00)
- The City shall pay all other required permit fees.

After successful completion of the Phase I - 30% Design Services, POND will submit a scope and fee proposal for Phase II - Final Design Services.

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

EXHIBIT B

PART I - GENERAL				
1. Project Lonnie Miller Park Amenities			2. Proposal Number P-08-17	
3. Name of Consultant Pond and Company			4. Date of Proposal 9/8/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$96.15	60	\$5,769.00	
Project Manager	\$38.46	175	\$6,730.50	
Design Engineer	\$39.00	390	\$15,210.00	
Design Architect	\$55.89	202	\$11,289.78	
Designer or Technician	\$24.52	268	\$6,571.36	
Clerical	\$18.02	20	\$360.40	
TOTAL DIRECT LABOR		1,115 Hours		\$45,931.04
6. Overhead (Combined Fringe Benefit & Administrative)			167.11%	\$76,755.36
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$122,686.40
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$12,268.64
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 85.00	
Original Reproducibles			\$ 0.00	
Reproduction			\$ 200.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$285.00
10. SUBCONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				\$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$135,240.04
11. REIMBURSABLE COSTS (Limiting Amount)				
Public Involment (Acuity Design)			\$ 4,400.00	
Design Survey (RE Holland)			\$ 22,850.00	
Civil Engineering (Hanson)			\$ 49,884.44	
Geotechnical/Enviornmental (Meskel)			\$ 16,200.00	
Natural Resources(ERS)			5,198.71	
Electrical Engineering (Haddad)			28,196.58	
Irrigation Design (Zellner Irrigation)			4,675.00	
Structural Design (Solid Rock Eng.)			1,900.00	
Plan Review Fees			773.00	
SUB-TOTAL REIMBURSABLES				\$134,077.73
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT #N/A (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$269,317.77
12. PRIOR CONTRACT AMOUNT (Through Amendment #X)				\$0.00
AMENDED AMOUNT OF CONTRACT				\$269,317.77

PROJECT FACT SHEET

NAME OF PROJECT: Lonnie Miller Park Amenities
FROM: N/A
TO: N/A
LENGTH: N/A
ESTIMATOR NAME / DATE: Marty Child / 08/11/2017

CONSULTANT: Pond and Company (POND)
CONTRACT NO.:
PREPARED: FMC

CONSULTANT SALARY RATES:

Principal	\$ 96.15
Project Manager	\$ 38.46
Design Engineer	\$ 39.00
Design Architect	\$ 55.89
Designer or Technician	\$ 24.52
Clerical	\$ 18.02

APPROVED OVERHEAD RATE: 167.11 %

SUBCONSULTANTS: See attached Scope and Fee proposals



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

April 6, 2017

Nina Sickler, Vice President
POND & COMPANY CORPORATION
1300 Riverplace Boulevard, Suite 210
Jacksonville, Florida 32211

Dear Ms. Sickler:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

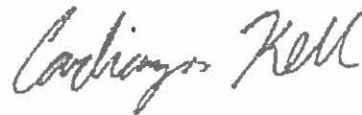
- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
- Group 14 - Architect
- Group 15 - Landscape Architect

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2018 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Indirect Cost *Interim Rates	167.11%*	0.354%*		9.80% (Home)*

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

ESTIMATE OF WORK EFFORT AND FEE FOR
CONSTRUCTION PLANS

CONSULTANT: Pond and Company (POND)	NAME OF PROJECT: Lonnie Miller Park Amenities
CONTRACT NO.:	FROM: N/A
	TO: N/A
ESTIMATOR NAME / DATE: Marty Child / 08/11/2017	LENGTH: N/A

No. / ACTIVITY	PRINCIPAL		PROJECT MANAGER		DESIGN ENGINEER		DESIGN ARCHITECT		DESIGNER	
	RATE/HR:	\$96.15	RATE/HR:	\$38.46	RATE/HR:	\$39.00	RATE/HR: \$	55.89	RATE/HR: \$	24.52
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST
I.5.A 30% Plans	60	\$5,769.00	175	\$6,730.50	390	\$15,210.00	202	\$11,289.78	268	\$6,571.36
I.5.B 60% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.C 90% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.D 100% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.E Bid Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL	60	\$5,769.00	175	\$6,730.50	390	\$15,210.00	202	\$11,289.78	268	\$6,571.36

No. / ACTIVITY	CLERICAL		MAN			SALARY
	RATE/HR:	\$18.02	HOURS	SALARY	AVG.	COST
	MAN HOURS	LABOR COST	BY ACTIVITY	COST BY ACTIVITY	HOURLY COST	DIST. %
I.5.A 30% Plans	20	\$360.40	1115	\$45,931.04	\$41.19	100.0
I.5.B 60% Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.C Site Clearing Permit	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.D 100% Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.E Bid Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
TOTAL	20	\$360.40	1115	\$45,931.04	\$41.19	100.0

MISCELLANEOUS DIRECT COST

CONSULTANT: Pond and Company (POND)
 CONTRACT NO.:
 PREPARED: FMC

NAME OF PROJECT: Lonnie Miller Park Amenities
 FROM: N/A
 TO: N/A

ITEM DESCRIPTION	ITEM TOTAL	COMMENTS																																																						
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To Project:	# Trips																																																							
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					\$20.00																																																			
To City Hall:	# Trips																																																							
Transport.	11	x	10 miles	x	\$ 0.50 per mile*																																																			
					\$55.00																																																			
To Other Agency:	# Trips																																																							
Transport.	1	x	20 miles	x	\$ 0.50 per mile*																																																			
					\$10.00																																																			
Shipping	\$0.00	No additional deliveries required																																																						
Other (Specify)	\$0.00																																																							
TOTAL COST	\$285.00																																																							

* MAXIMUM \$ 0.50 / MILE

CONCEPT DESIGN - 30% PLANS

CONSULTANT: Pond and Company (POND)

NAME OF PROJECT: Lonnie Miller Park Amenities

CONTRACT NO.:

FROM: N/A

PREPARED: FMC

TO: N/A

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
Concept Design - 30% Plans							
Kick-Off Meeting		L.S.	1	0	26.00	26.00	COJ, ETM, and POND. Includes preparation of project schedule, Five (5) POND Team Members attending meeting, preparation of meeting minutes
Public Meetings		L.S.	1	0	52.00	52.00	Includes all prep work, coordination with COJ and ETM, assembling graphics, and preparation of minutes for one (1) Public Meeting, Five (5) POND Team Members in attendance
Bi-Weekly Coordination Mtgs.		L.S.	1	0	110.00	110.00	Five (5) coordination meetings, held Bi-weekly, to include COJ, ETM, and POND (Five POND Team Members in attendance)
Site Visit & Analysis		L.S.	1	0	40.00	40.00	Includes site visit, notes/photos, constraints/opportunities, and coordination with COJ and ETM
Survey Coordination		L.S.	1	0	20.00	20.00	Coordination with RE Holland, field verify geotech locations, supplemental survey for Moncrief Road entrance, and wetland line coordination
Geotech Coordination		L.S.	1	0	16.00	16.00	Coordinate with Meskel
Environmental Coordination		L.S.	1	0	20.00	20.00	Coordinate with ERS
Research/Data Gathering		L.S.	1	0	50.00	50.00	Research records for past public participation, history of park site, as-builts, geotech reports, ash reports, permits, existing survey, etc.
Prototype Buildings Cad Files		L.S.	1	0	14.00	14.00	Coordinate/obtain cad files for all prototype buildings
Permitting		L.S.	1	0	28.00	28.00	Preapplication meetings with permit reviewers (Does not include FEMA modeling/permitting)nal field review not required)
ROW Acquisition		L.S.	1	0	12.00	12.00	Research if there are any ROW issues
Concept Design/Finalize Site Plan		L.S.	1	0	186.00	186.00	Develop final concept plan incorporating hardscape and site furnishings
Landscape Plan		L.S.	1	0	102.00	102.00	Develop conceptual landscape plan incorporating COJ requirements
Graphics		L.S.	1	0	86.00	86.00	Create illustrative plan view, bird's eye perspective, three (3) perspectives of key locations within the park
Irrigation and Feasibility Report		L.S.	1	0	23.00	23.00	Coordinate with Irrigation Designer on Irrigation Feasibility Report
Architectural Design		L.S.	1	0	120.00	120.00	Review prototypes and site adaptation requirements
Civil Engineering Design		L.S.	1	0	88.00	88.00	Coordination with Hanson
Constructability Review/QA/QC		L.S.	1	0	52.00	52.00	Coordinate with Solid rock
Cost Estimate		L.S.	1	0	70.00	70.00	Preliminary cost estimate
CONCEPT DESIGN TOTALS				0.00		1115.00	

SUBCONSULTANT SCOPE AND FEE PROPOSALS

Acuity Design Group
25 North Market Street, #216
FL 32202 US
(904)236-4106
hello@adgmark.com
www.adgmark.com



ADDRESS
POND & Company
10199 Southside Blvd, Suite 103
Jacksonville, FL 32256

ESTIMATE 1033-5

DATE 08/03/2017

ACTIVITY	QTY	RATE	AMOUNT
public Involvement Coordination of 1 public meeting:	1	3,000.00	3,000.00
Meetings Attend and Input of 5 meetings	1	1,400.00	1,400.00

TOTAL \$4,400.00

Accepted By

Accepted Date

Professional Surveyors & Mappers
R.E. Holland
& Associates, Inc.

3 August 2017

Marty Childs, PLA
POND
10199 Southside Boulevard
Suite 103
Jacksonville, Florida 32256

Re: Lonnie Miller Park 30% Proposal
REH Project No. 14017

Dear Marty:

Pursuant to your request and on behalf of the firm, we are pleased to submit our proposal for our services on the above referenced project. We are confident that our survey product will be an asset to your design activities. Based on our meetings and a review of the COJ/ETM overall site map, we are pleased to offer the following scope of work and fee proposal for your review and approval:

SCOPE OF WORK:

(4" CAL. OR GREATER)

FULL OFF
02/11/2017

- 1.) Provide a maximum of 5 survey crew days and associated CADD services for the purposes of location of existing trees in certain non-ash contaminated areas (denoted by COJ/ETM); location of geotechnical soil borings (established by others), together with certain preliminary topographical elevation shots to confirm existing site elevations;
- 2.) Location and delineation of approximately 14,300 linear feet of jurisdictional wetlands line (to be flagged by others) at a fee of \$1.00/ft. of jurisdictional line;
- 3.) One (1) site visit to review existing tree locations;
- 4.) Two (2) coordination meetings with POND/COJ/ETM.

Horizontal and vertical datum shall be referenced to the digital CADD file as supplied by the client. Location of utility services, if any, will be limited to the horizontal location of above ground, visible and readily accessible appliances, such as fire hydrants, utility poles, man holes, etc. Tree identifications performed in conjunction with a request for tree locations will be identified as to species to the best of our knowledge and belief; however, R. E. Holland & Associates, Inc., not being certified arborists, will assume no liability, expressed or implied, for the correctness of said tree species identification.

We are ready to begin our services immediately upon receipt of Notification to Proceed. Our fees for the above services will be invoiced as follows :

Item 1, \$7500.00 maximum; Item 2, \$14,300 estimated; Item 3, \$600; Item 4, \$450

This scope of work is for a "one time" performance of the services as outlined herein; any survey points that are destroyed or lost due to construction activities, vandalism, acts of God, etc. that require replacement shall be replaced at CLIENT's expense and upon your authorization. Should the scope of work be changed by CLIENT either in writing or verbally, CLIENT agrees to pay R. E. Holland & Associates, Inc. for any additional work involved in said changes at our Standard Billing Rates, unless a supplemental contract is agreed to and executed by both parties prior to the commencement of the changes.

R. E. Holland & Associates, Inc. will not be liable for damages resulting from the actions or inactions of any regulatory or governmental agencies, and shall only act as an advisor on behalf of CLIENT in all governmental relations. All original papers, documents and all work product, produced as a result of or incidental to this contract, shall remain the property of R. E. Holland & Associates, Inc. CLIENT agrees to grant us the right to assign without notice this agreement or any part thereof as we shall deem necessary for the completion of this project. We agree not to unreasonably damage the subject property, but CLIENT agrees to grant R. E. Holland & Associates, Inc. the right to cut bushes and trees and to remove other objects interfering with our work as necessary in the performance of our work.

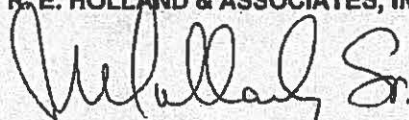
CLIENT further agrees that the standard of care for R. E. Holland & Associates, Inc.'s performance under this contract shall be the ordinary and reasonable duty and care associated with this type of work in the community of Jacksonville, Florida and that the proper venue for litigation of any cause of action hereto shall be that court of jurisdiction in Jacksonville, Florida. It is further understood and agreed that this contract is between R. E. Holland & Associates, Inc. and the addressee only, and payment to R. E. Holland & Associates, Inc. shall not be contingent on payment(s) from a third party, unless other written agreements and guarantees by both parties are agreed and attached hereto.

If the above conditions are acceptable to CLIENT, please indicate your acknowledgment and agreement by executing this proposal in the space provided below; receipt of said executed proposal constitutes Notice to Proceed.

Once again, we appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. If you have any questions, please do not hesitate to call me personally.

Thank you!

R. E. HOLLAND & ASSOCIATES, INC.



Robert E. Holland, Sr., PSM
President

Accepted By: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

August 3, 2017

Marty Child, PLA
Pond Company
1300 Riverplace Boulevard
Suite 210
Jacksonville, FL 32207

Re: Fee Proposal – Lonnie C. Miller Sr. Regional Park, 30% Design

Dear Mr. Child:

Hanson Professional Services Inc. is pleased to provide Civil Engineering Design services to Pond for the Preliminary Design associated with the proposed new venues at the Lonnie C. Miller Sr. Regional Park in Jacksonville, Florida under the direction of the City of Jacksonville Parks, Recreation and Community Services Department. The subject area is a former incinerator ash disposal site located at the northeast corner of Soutel Drive and Moncrief Road, along the Ribault River. Coordination will be required with the ash remediation team, led by the City's consultant, England-Thims & Miller, Inc (ETM). We understand that ETM will be providing the design and permitting for much of the infrastructure, including rough grading, stormwater management, water and sewer mains and stormwater collection trunk lines. The Park Development team, led by Pond, will build upon the framework designed by ETM to provide the various sports facilities depicted in the current Masterplan. The initial objective is to limit the design to a preliminary, 30% level for further evaluation by the City of Jacksonville.

The following items summarize the scope for this project:

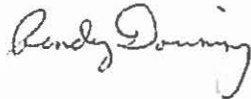
BASIC SERVICES

- Collect data and review
- Attend weekly design team progress meetings
- Attend bi-weekly City of Jacksonville progress meetings
- Attend a pre-application SJRWMD meeting with ETM
- Provide support and attend two (2) public meetings
- Perform field reviews at the site
- Coordinate with ETM on ash remediation and grading, utility and stormwater requirements
- Coordinate with parks, recreation and community services department and other design team members
- Determine parking requirements for each of the venues
- Create preliminary site geometry for the track, multi-purpose fields, ballfields, tennis and basketball courts, parking lots and roadways
- Develop a preliminary grading design depicted by key elevations, general slopes and gradient requirements
- Determine the estimated finished floor elevations for the proposed buildings
- Create a preliminary stormwater collection system layout for each of the venues and determine the size of the outfall pipe
- Determine the water and sewer flow rates for each of the buildings requiring services
- Develop a preliminary cost estimate for the sitework
- Create a list of drawings required for final design
- Provide outline specifications
- Write a narrative on the civil design

- Plans Including:
 - Legend and General Notes
 - Existing Site Conditions (1"=200 or 1"=300)
 - Master Site Plan (1"=200 or 1"=300)
 - Site Layout / Geometry Plans (1"=30')
 - Site Grading and Drainage Plans (1"=30')
 - Water and Sewer Utility Plans (1"=50')
 - General Site and Grading Details including Roadway Typical Sections

Our fee for this work is a lump sum of \$49,884.44. The attached man-hour estimate supports these costs. This proposal does not include the professional services involving surveying or as-built drawings, geotechnical investigations, wetland delineations, permit application fees, electrical and lighting design, retaining walls, landscape architecture, irrigation design, construction services or final construction documents. We are looking forward to working with Pond on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,
HANSON PROFESSIONAL SERVICES INC.



Randy Downing, P.E.
Senior Project Manager



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

June 5, 2017

Jeffery Bowen, Senior Vice President
HANSON PROFESSIONAL SERVICES INC.
8075 Gate Parkway West, Suite 204
Jacksonville, Florida 32216

Dear Mr. Bowen:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.4.1 - Standard Foundation Studies

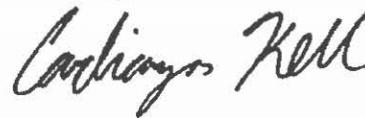
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2018 for contracting purposes.

	Home/Branch <u>Office</u>	Facilities Capital Cost <u>of Money</u>	Overtime <u>Premium</u> Reimbursed	<u>Direct Expense</u> 6.40% (Home)
Indirect Cost	176.27%	0.480%		

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

1. PROJECT Lonnie Miller Regional Park 30%		2. PROPOSAL NUMBER 16L0509		
3. CONSULTANT Hanson Professional Services Inc.		4. DATE OF PROPOSAL 8/3/2017		
PART TWO - LABOR RELATED COSTS				
5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL COST
Project Manager	\$76.52	48	\$ 3,672.96	
Senior Engineer	\$64.05	89	\$ 5,700.45	
Project Engineer	\$43.33	48	\$ 2,079.84	
Engineer	\$40.59	39	\$ 1,583.01	
CADD Technician	\$28.16	116	\$ 3,266.56	
Clerical	\$21.25	2	\$ 42.50	
TOTAL DIRECT LABOR				\$ 16,345.32
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 176.27% X TOTAL DIRECT LABOR				\$ 28,811.90
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				\$ 45,157.22
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				\$ 4,515.72
PART THREE - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
PAPER COPIES				\$142.50
SHIPPING				\$69.00
MISCELLANEOUS DIRECT COSTS SUBTOTAL				\$211.50
10. SUBCONTRACTS - LUMP SUM				
SUB-CONTRACT SUBTOTAL				
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)				\$0.00
11. REIMBURSABLE COSTS (LIMITING AMOUNT)				
OTHER (SPECIFY)				
SUBTOTAL REIMBURSABLE				\$ -
PART FOUR - SUMMARY				
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11				\$ 49,884.44

HANSON PROFESSIONAL SERVICES INC.

DATE: 08/03/17
 CLIENT: Pond
 PROJECT: Lonnie Miller Regional Park 30%

	Project Mgr HRS	Sr Engineer HRS	Proj Engineer HRS	Engineer HRS	CADD Tech. HRS	Clerical HRS	TOTAL HRS
a. Analysis & 30% Design							
Data Collection	0	2	4	2	0	0	8
Review existing conditions, survey and studies	0	2	2	2	2	0	8
Field Reviews	0	4	4	0	0	0	8
Track, fields, courts, parking lots & roadway layout	0	4	4	4	4	0	16
Preliminary site grading	0	4	6	4	2	0	16
Preliminary stormwater collection system design	0	2	4	4	2	0	12
Determine water & sewer requirements	0	1	3	4	0	0	8
Develop civil narrative for report	0	2	2	0	0	0	4
Quality Control -5%	2	2	0	0	0	0	4
Supervision - 5%	2	2	0	0	0	0	4
Subtotal Hours	4	25	29	20	10	0	88
b. Permitting & Other							
City 30% Design Review	2	2	1	0	2	1	8
Attend SJRWMD pre-application meeting with ETM	2	2	0	0	0	0	4
Develop sitework cost estimate	0	2	3	4	3	0	12
Develop outline specification & final drawing lists	0	2	2	1	0	1	6
Coordination with ETM – Ash, grading, utility & storm	2	4	2	0	0	0	8
Coordination with City Parks	2	2	0	0	0	0	4
Coordination with other team members	2	3	0	0	1	0	6
Weekly team meetings (10)	12	20	0	0	0	0	32
Bi-weekly meetings with City (5)	10	10	0	0	0	0	20
Public meeting support & attendance (2)	6	6	0	0	0	0	12
Subtotal Hours	38	53	8	5	6	2	112
c. Project Submittals							
		No. Of Sheets					
Legend and General Notes	0	1	0	1	0	3	4
Existing Site (1"=200' or 1"=300')	0	1	0	1	1	6	8
Master Site Plan (1"=200' or 1"=300')	0	1	0	1	1	4	6
Geometry Plans (1"=30')	0	8	2	2	4	32	40
Site Grading and Drainage Plans (1"=30')	0	8	2	2	4	32	40
Water and Sewer Utility Plan (1"=50')	0	5	1	2	2	15	20
General Details w/ Road Typ Sections	0	2	0	2	2	8	12
Quality Control - 5%	3	25	3	0	0	0	6
Supervision - 5%	3	3	0	0	0	0	6
Subtotal Hours	6	11	11	14	100	0	142
Total Hours	48	89	48	39	116	2	342
Hourly Rate	\$232.54	\$194.65	\$131.68	\$123.35	\$85.58	\$64.50	
Total Labor Dollars	\$11,162.02	\$17,323.50	\$6,320.57	\$4,810.72	\$9,926.98	\$129.16	\$49,672.94
d. ESTIMATED EXPENSES*							
	Unit	\$/Unit	Quantity	Cost			
11 X 17 Copies	ea.	\$0.15	750	\$112.50			
8.5" x 11" Copies	ea.	\$0.10	300	\$30.00			
Postage	mo.	\$5.00	3	\$15.00			
Courier Service	mo.	\$18.00	3	\$54.00			
				\$211.50			

Total Hanson Amount \$49,884.44

August 3, 2017

Mr. Marty Child, PLA
Pond
10199 Southside Boulevard, Suite 103
Jacksonville, Florida 32256

Subject: Proposal for Preliminary Geotechnical Exploration
and Environmental Compliance Services
Lonnie Miller, Sr. Regional Park
Jacksonville, Florida
MAE Proposal No. 021817

Dear Mr. Child:

Meskel & Associates Engineering, LLC (MAE) is pleased to present this proposal to provide the preliminary geotechnical exploration and engineering services for the subject project.

You provided project information during a meeting at your office on July 20, 2017, and subsequent emails. We were also provided with an undated copy of a Conceptual Site Plan for the project, which we understand was prepared by England, Thims & Miller, Inc. (ETM).

The project site is the existing Lonnie Miller, Sr. Regional Park located east of the intersection of Soutel Drive and Moncrief Road West, in Jacksonville, Florida. We understand that the planned improvements will include new tennis, basketball, baseball, and track and field facilities, multi-use fields, playgrounds, picnic pavilion, paved parking and drive areas, as well as elevated boardwalks and overlooks, and a 2-story concrete block scorer's building. We further understand that environmentally-sensitive ash materials may have been buried on the site in the past, and that soil cuttings from our drilling operations will have to be containerized for proper disposal (by others) if the referenced ash materials are encountered.

A preliminary exploration is required at this time within planned building areas to provide subsurface data for use in developing the 30 percent design. The scope of field, laboratory, and engineering services presented in this proposal should therefore be considered preliminary. Additionally, our fee includes attending a total of 5 coordination meetings, as requested.

PRELIMINARY GEOTECHNICAL EXPLORATION & ENGINEERING

The objective of the preliminary geotechnical exploration is to provide sufficient site and subsurface information to preliminarily evaluate the subsurface conditions in planned building areas relative to the planned construction, and any adverse impact these conditions may impose on the proposed improvements.

To preliminarily explore the subsurface conditions within planned building areas of the site, we propose performing the requested ten 20-foot deep Standard Penetration Test borings. We note that this proposal is based on the expectation that the requested boring locations will be accessible to our truck or ATV-mounted drilling equipment.

We understand that the borings will be located in the field by the project surveyors. In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine One-Call system. We will take all reasonable precautions to avoid damage to property; however, we note that some hand clearing of brush and small diameter trees will be required to access the boring locations.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained at the boring locations.

A geotechnical engineer, licensed in the State of Florida, will direct the preliminary geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations.

The results of our work will be documented in a report including preliminary recommendations for design and construction of the proposed structures and pavements, and any adverse impact these conditions may impose on the proposed construction.

ENVIRONMENTAL COMPLIANCE, HEALTH & SAFETY

Portions of Lonnie Miller Park are known to contain incinerator ash in the subsurface which may be disturbed during the park reconstruction. To provide compliance with the City of Jacksonville's Ash Management Plan, MAE proposes to review the COJ Ash Management Plan along with all applicable ash assessment and remediation reports that have been generated to date for Lonnie Miller Park. We will comply with the COJ Ash Management Plan and coordinate with the City regarding identification, notification, handling and characterization of any ash encountered and containerized during the drilling operations. Disposal cost associated with the ash material containerized during drilling activities is not included in this proposal. MAE will develop a project specific Health and Safety Plan for worker protection during drilling operations. As requested, MAE will attend five project team meetings as needed during this phase of the project.

COMPENSATION FOR SERVICES

Based on the scope of the services outlined above, we propose to complete our work for the following lump sum fees

Preliminary Geotechnical Exploration **\$9,100.00**

Environmental Compliance Services **\$ 7,100.00**

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

SCHEDULING AND AUTHORIZATION

We can initiate our scope of work after receiving notice to proceed, and the utilities have been located at the site. Our field services should take four to five days to complete. The written reports will be distributed within 3 weeks of completion of field services.

CLOSURE

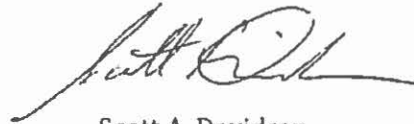
We appreciate this opportunity to provide this proposal for your project. If you have any questions, please contact me.

Sincerely,

MESKEL & ASSOCIATES ENGINEERING, LLC



Joey Broussard, P.E.
Director of Geotechnical Engineering



Scott A. Davidson
Director of Environmental Services

Distribution: Marty Child, PLA - Pond

One (1) e-mail copy

PROPOSAL AUTHORIZATION

For Preliminary Geotechnical Services
Lonnie Miller, Sr. Regional Park Improvements
Jacksonville, Florida
MAE Proposal No. 021817

Billing Information:

Company Name: _____
Attention: _____
Company Address: _____
Phone No.: _____ Email: _____

Project Contact Name:(if different than above) _____

No. of Reports Required: _____

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 2 bound report copies for each report. If more than 2 bound copies are requested, the client will be charged \$50 for each additional copy.

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

Use of Documents – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting

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

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

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

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

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

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



Meskel & Associates Engineering

8936 Western Way, Suite 12
Jacksonville, Florida 32256
Phone: (904)519-6990 Fax: (904)519-6992

Page | 5

11 August 2017

Marty Child, PLA, Project Manager
POND
10199 Southside Boulevard, Suite 103
Jacksonville, Florida 32256



**RE: Lonnie Miller Park
Proposal/Contract for Services
ERS Proposal No. P17172R1**

Dear Mr. Child:

Environmental Resource Solutions, Inc. (ERS) is pleased to provide you with this proposal/contract for wetland and wildlife assessment services for the above referenced City of Jacksonville Park project. Our services will include wetland delineation and a general threatened and endangered species and habitat survey within the property boundaries. ERS will provide a summary report of findings and permitting implications.

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

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read "Kim M. Allerton", with a long horizontal flourish extending to the right.

Kim M. Allerton
President

Attachment: Proposal/Contract for Services

KMA/P17172R1_Lonnie Miller Park

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com

PROPOSAL/CONTRACT
Marty Child, PLA, Project Manager
POND
10199 Southside Boulevard, Suite 103
Jacksonville, Florida 32256
11 August 2017

RE: Lonnie Miller Park
Proposal/Contract for Services
ERS Proposal No. P17172R1

Scope of Services

Upon receipt of authorization to proceed, Environmental Resource Solutions, Inc. (ERS) will perform the following task:

Task 1 – Wetland Delineation & Wildlife Survey. ERS will delineate the on-site jurisdictional wetlands pursuant to the current regulations and guidance of the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE). Wetland limits will be flagged in the field with survey tape and each point given an individual alpha-numeric designation. Upon completion of the delineation, the Client will be supplied with a flagging key map indicating the approximate limits of the jurisdictional wetlands, the approximate acreage, and the beginning and ending alpha-numeric designations of the beginning and ending flag of each wetland line established.

An ERS Wildlife Biologist will conduct a preliminary wildlife survey of the project area for the presence of threatened or endangered species and critical wildlife habitat. If any threatened or endangered species are observed, their locations will be noted and a map indicating their location and any potential habitat will be provided to the Client.

ERS will prepare a report of findings summarizing the environmental conditions and permitting implications within the project limits for the Client.

Task 1- Fixed Fee.....\$5,198.71

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

ERS is pleased to provide you with these services. Our invoices are prepared monthly on a fixed fee basis. Payment is due within 30 days of receipt of invoice. Both parties agree to resolution of any disputes within a Duval County, Florida court. This serves as an agreement between Environmental Resource Solutions, Inc. and the below signatory. If the client's account, after default, is referred to an attorney or collection agency for collection, client shall pay all of ERS expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mall@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com

Please sign this proposal and return a copy to our office. We look forward to working with you.

TERMS ACCEPTED:

For: _____

For: Environmental Resource Solutions, Inc.

Date: _____

Date: 11 August 2017

By: _____
(Signature)

By: 
(Signature)

(Printed/Typed)

Kim Allerton
(Printed/Typed)

KMA/P17172R1_Lonnie Miller Park

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville, Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com

Charlie Cruz

From: Owens, Jeffrey [Jeffrey.Owens@dot.state.fl.us]
Sent: Monday, June 12, 2017 7:56 AM
To: Kell, Carliayn
Cc: Cook, Jon; Charlie Cruz
Subject: Review self-certification information for Environmental Resource Solutions - FYE 12/31/16



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

Michael J. Dew
SECRETARY

This Office has completed a review of the Self-Certification information submitted by Environmental Resource Solutions, Inc. for the period ending December 31, 2016. The rates we have accepted are listed below. The Direct Expense Rate is limited to the department cap. If this Company is prequalified in a work type, the expiration date should coincide with the prequalification expiration date.

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	Environmental Resource Solutions, Inc.	F/Y Ended	12/31/16	Prequalification Expires	6/30/18
CPA'S NAME	Self-Certification	DATE OF RECEIPT	6/6/17	Cert. DATE	6/6/17

REPORT STATUS

ACCEPTED **REJECTED**

OT PREMIUM

Reimbursed

(Excluded or Reimb)

COST BASED RATES

OVERHEAD

Home

166.65%

Field

DIRECT EXPENSE

Home

9.23%

Field

FCCM

0.000%

Published Fee Schedule

Capped

Jeffrey B. Owens

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

PART I - GENERAL				
1. Project Lonnie Miller Park			2 City RFP No. / Contract No.	
3. Name of Consultant Environmental Resource Solutions			4 Date of Proposal 8/11/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal (Partner or Senior Officer)	\$ 50.00	0	\$ 0.00	
Project Manager (Resp. Professional)	\$ 50.00	2	\$ 100.00	
Environmental Scientist I	\$ 38.25	24	\$ 918.00	
Environmental Scientist II / Constr. Supervisor	\$ 32.12	16	\$ 513.92	
Environmental Scientist III / Mitigation Monitor	\$ 30.07	0	\$ 0.00	
Environmental Scientist IV / Field Inspector	\$ 25.00	0	\$ 0.00	
Environmental Scientist V	\$ 24.33	0	\$ 0.00	
Mitigation Laborer	\$ 14.40	0	\$ 0.00	
GIS Specialist	\$ 24.33	6	\$ 145.98	
Drafter or CADD Operator	\$ 15.75	6	\$ 94.50	
Clerical (Word Processor, Document Assembly)	\$ 16.82	0	\$ 0.00	
TOTAL DIRECT LABOR	\$ 32.82	54		\$ 1,772.40
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 166.65 % x Total Direct Labor				\$ 2,953.70
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 4,726.10
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 472.61
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs (Lump Sum)				
	Quantity	Unit Cost	\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Limiting Amount)				
			\$	
			\$	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LIMITING AMOUNT (Items 5, 6, 8, 9 and 10)				
11. REIMBURSABLE COSTS (Limiting Amount)				
			\$	
			\$	
SUB-TOTAL REIMBURSABLES				\$ 5,198.71
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				\$ 5,198.71

HADDAD ENGINEERING, INC.

July 28, 2017

Mr. Marty Child
Pond
1300 Riverplace Blvd, Suite 210
Jacksonville, FL

RE: *Lonnie Miller Park – 30% Design*

Dear Marty,

We are pleased to offer this proposal for Electrical Engineering services on the above referenced project.

Description:

- Parking lighting
- Walkway lighting
- Scorer building
- Toilets facilities
- Sports lighting for:
 - Football field with track
 - (2) Ballfields
 - (2) Multi use fields
 - (7) Tennis courts
 - (8) Basketball courts

Master Plan:

- Field investigation to available power system.
- Coordinate with JEA for site power.
- Electrical services drawings; Site plan, power riser diagram.
- Load calculations.

Engineering Services:

- Lighting calculations design, sports fields, roadways and parking.
- Prepare Preliminary power distribution drawings; locate lighting poles, location of electrical services, estimate power required for each electrical service, power riser diagrams and site power plan.
- Budgetary probable construction cost.
- Prepare outline specifications.

Fees:

Engineering fee for the 30% design will be \$28,196.58

Please call me if you have any questions. If the above is acceptable to you, please sign below and return a copy of this agreement.

Sincerely,

Namir Haddad

Namir Haddad, P.E.
President

Accepted: _____
Signature Date

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

PART I - GENERAL				
1. Project Lonnie Miller Park			2. Invoice. / Contract No.	
3. Name of Consultant Haddad Engineering, Inc.			4. Date of Proposal 7/30/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Hours	Cost	TOTAL
Principal	\$ 74.03		\$ 0.00	
Project Manager	\$ 74.03	60	\$ 4,441.80	
Design Engineer or Architect	\$ 42.50	45	\$ 1,912.50	
Designer or Technician	\$ 36.00	40	\$ 1,440.00	
Drafter	\$ 23.50	98	\$ 2,303.00	
Field Inspector (Light level Survey)	\$ 36.00		\$ 0.00	
Clerical	\$ 19.50	8	\$ 156.00	
TOTAL DIRECT LABOR	\$ 40.85	251		\$ 10,253.30
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor		\$	15,379.95
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 25,633.25
8. PROFIT: Labor Related Costs (Item 7)				\$ 2,563.33
				x 10%
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation, \$/Mile	0.5		\$ 0.00	
Original Reproducibles, 24"x36" sheet	2.4		\$ 0.00	
Reproduction, 12"x18" color Sheet, 49/s	10		\$ 0.00	
Shipping			\$ 0.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Lump Sum)				
Design Survey			\$ 0.00	
R/W Mapping & Legal Descriptions			\$ 0.00	
Other (Specify)			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 28,196.58
11. REIMBURSABLE COSTS (Limiting Amount)				
				\$
				\$
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT AMENDMENT NO. 1 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 28,196.58
12. CURRENT CONTRACT AMOUNT				
AMENDED CONTRACT AMOUNT				\$ 28,196.58

Zellner Irrigation Designs, LLC

4010 US Hwy 1 S. Suite 103
Saint Augustine, Florida 32086

(904-571-2941)

E-Mail = gczellner@gmail.com

To: Pond
From: Greg Zellner
Date: Friday, August 04, 2017
Re: Lonnie Miller Park Amenities

Marty,

Pursuant to your request Irrigation By Design, Inc. is pleased to submit the following fee proposal to provide Irrigation Design services. The fee schedule and scope of work is outlined below. The scope of services is as follows:

Scope of Services for 30%:

- | | |
|-----------------------------------------------------------------------|-------------|
| 1 .Project Irrigation Feasibility Report to detail scope and concepts | \$1,360.00 |
| 2. Preliminary Irrigation main line routing and sleeving | \$1,680.00 |
| 3. 2 design meetings at Pond | \$817.50 ea |
| | \$1,635.00 |

Total 30% Fee **\$4,675.00**

All inspections will include a written report and a set of marked up drawings showing all items that need to be addressed or corrected . Any additional field work requested will be billed at an hourly rate of \$105.00.

Expenses such as telephone, mileage, travel, delivery, final printing and misc. items will be billed at cost plus 15%.

Zellner Irrigation Designs, LLC appreciates the opportunity to quote these professional services. If you should have any questions please call at your convenience.

Sincerely,

Greg Zellner

Greg Zellner CID, CLIA

Acceptance this _____ day

Of _____, 2017

By _____

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

PART I - GENERAL				
1. Project Lonnie Miller Park Amenities			2. Contract Number	
3. Name of Consultant Zellner Irrigation Designs, LLC			4. Date of Proposal 8/4/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Irrigation Designer	\$ 85.00	20	\$ 1,700.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
TOTAL DIRECT LABOR	\$0.00	0		\$ 1,700.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 2,550.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 4,250.00
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 425.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 0.00	
Original Reproducibles			\$ 0.00	
Reproduction			\$ 0.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 4,675.00
11. REIMBURSABLE COSTS (Limiting Amount)				
Addenda Support			\$ 0.00	
Construction Support Services			\$ 0.00	
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 4,675.00

Solid Rock ENGINEERING

10365 South Hood Road; Ste 206; Jacksonville, FL 32257
Phone: 904-425-6711 Fax: 904-425-6710
Johns@SolidRockEngineering.com

WORK AUTHORIZATION AND AGREEMENT

Date: August 3, 2017 Job No.: 0000 Lonnie Miller Park – 30% Phase
Client: Mr. Marty Child, PLA Company: Pond & Company
Street: 1300 Riverplace Blvd, Ste. 210 City: Jacksonville
State: FL Zip: 32207 Phone: 904-(904) 394-8114
Email: ChildM@pondco.com
Solid Rock Engineering Consultants Contact: Jimmy Johns (904) 425-6711

Solid Rock Engineering Consultants, Inc. ("Company") and Pond & Company ("Client") enter into the contract for professional engineering services ("Agreement").

The Company is authorized to provide professional engineering design and consulting services based upon materials and information supplied by the Client. Fees¹ include:

Base Fee: \$1,900.00 Up to 10 hours to perform the itemized services below.

The 30% PHASE scope of structural engineering services consists of the following elements:

- Participate in team meetings, phone conferences and other correspondence;
- Review the client-provided geotechnical reports to have an understanding of the soils at the locations of the engineering services to be provided;
- Provide recommended types of foundations for each structure need, with the preferred type to be shallow spread foundations. ("Services").

¹ The Base Fee, together with any additional fees and/or costs for services or work performed as described herein and/or outside the scope of Services as defined herein are referred to herein as "Fees".

Client's Initials/Date: _____/_____

Mr. Marty Child
Lonnie Miller Park
Jacksonville, FL

Payment for the tasks outlined above will be:

- Upon completion of work or receipt of drawings.
- Invoicing for the tasks outlined above will be on a monthly basis and in proportion to the amount of work performed.

This Agreement is presented with the understanding that Company services are for one design concept as a single-phased project and that soils studies; environmental assessments; surveying; electrical, mechanical & civil design; concurrency studies; other third party professional services determined to be required by the governing regulatory agencies, permit fees; etc. are not included in our fee and will be provided by other third party professionals. The work is to be provided for a parcel located at 7689 Price Ln, Jacksonville, FL 32209 ("Site"). The scope of the Services is based on the information provided to Company by the Client. The Services to be provided by this Agreement are also based on the Regulatory Agencies' permitting design standards as of the date of this proposal. The Base Fee includes responses to one request for additional information from each Regulatory Agency. Any additional research and/or responses to additional requests for information either from Client, any Regulatory Agency or third party servicer will be billed at our standard hourly rate of \$190.00/hour at the time of service.

Revisions to the scope of Services requiring new calculations or revisions after the initial submittal shall be billed at the Company's hourly rate or an agreed upon lump sum fee. Meetings and phone conferences with the Client, Regulatory Agencies and third party professionals outside the scope of Services shall be billed at the Company's hourly rates or an agreed upon lump sum fee. Inspections, reprographic and courier services shall be billed at the Company's hourly rates or an agreed upon lump sum fee.

Unless sooner accepted by the Client, the Base Fee set forth herein shall expire thirty (30) days from the date hereof.

Unless otherwise stated, access to the Site for activities necessary for the performance of the Services shall be provided as needed. Precautions shall be implemented to minimize damage due to performance of the Services, however, the cost of any restoration is not included in this Agreement, and the cost therefor, if any, shall be in addition to the Fees set forth herein and shall be the responsibility of the Client.

INDEMNIFICATION

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Company, its officers, directors, employees, agents and sub-consultants from and

Client's Initials/Date: _____/_____

Mr. Marty Child
Lonnie Miller Park
Jacksonville, FL

against all damage, liability and cost, including reasonable attorney's fees and/or defense costs, arising out of or in any way connected with the performance by any of aforementioned parties under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of such person.

CERTIFICATIONS

Guarantees and Warranties: Neither James K. Johns, P.E. (the "Engineer"), the Company, nor its officers, directors, employees or agents, shall be required to execute any document that would represent a certification, guarantee or warranty as to the existence of conditions that cannot be ascertained by the Company, its officers, directors, employees or agents.

LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the Services to the Client, the Engineer and the Company, the risks have been allocated such that, to the fullest extent permitted by law, the total liability to the Client by the Company and the Engineer for any and all injuries, claims, losses, expenses, damages or expenses arising out of or related to this Agreement from any cause whatsoever, shall not exceed the cost of the Services cited herein. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Neither the Company nor the Engineer shall be responsible for the means, methods, procedures, techniques or sequences of construction, nor for safety on the Site, nor shall the Company or the Engineer be responsible for the failure of any contractor or subcontractor at any tier at the Site to carry out the work in accordance with the contract documents between Client and any such contractor or subcontractor at any tier.

Pursuant to §558.0035, Florida Statutes, an individual employee or agent, including the Engineer, may not be held individually liable for negligence

LATE PAYMENTS & ATTORNEYS' FEES

All invoices not paid within fifteen (15) days are subject to a late fee of \$50.00 or 5% of outstanding invoice whichever amount is higher. All invoices unpaid thirty (30) days after the invoice date are subject to a monthly Finance charge of 18% (or the legal rate) on the then unpaid balance. Client shall pay any and all collection fees and costs, including, but not limited to the Company's employee time and expense for collection, a reasonable attorney's fee, whether or not suit be brought and whether incurred in connection with collection, trial, appeal, bankruptcy proceedings.

Client's Initials/Date: _____/_____

Mr. Marty Child
Lonnie Miller Park
Jacksonville, FL

CONTINUATION AND ADDITIONAL SERVICE

Any additional work, including revision to this Agreement, production of records and /or documents, correspondence, or meetings regarding work both within and without the scope of Services listed above will be performed based on current hourly rates unless the parties agreed upon a lump sum amount. Any new work for Client by Company including, but not limited to, additional projects not associated with or falling outside the scope of Services above shall be based on the Company's hourly rates and is subject to the provisions of this Agreement. All clerical and office work in addition to the scope of Services shall be based on Company's hourly rate and invoiced to Client

OBJECTION TO PAYMENT AND WAIVER

Client shall have fifteen (15) days from the invoice date to contact Company with any question or objection to an invoice. After said fifteen (15) days, Client agrees that the sums and description listed in said invoice are fair and reasonable and Client waives any and all defenses to non-payment of said invoice.

TERMINATION OF SERVICES

The Company may unilaterally terminate this Agreement at any time. Should Company cancel this Agreement, all performance of Services will cease and compensation to Company by Client will be based upon Services completed up to the point of termination. This Agreement is valid for twelve (12) months and renewable annually at the then applicable hourly rates. Client may not terminate this Agreement 1) without written approval of Company and 2) full payment of all invoices, together with full payment for any outstanding Services not yet invoiced at time of the requested termination.

OWNERSHIP OF DOCUMENTS

All documents produced by the Company under this Agreement shall remain the property of the Company and may not be used by the Client for any other endeavor without the written consent of the Company.

CHOICE OF LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to concepts of choice of law. Venue is proper only in Duval County Florida.

Client's Initials/Date: _____/_____

Mr. Marty Child
Lonnie Miller Park
Jacksonville, FL

Please sign below, indicating your agreement with the terms hereof, and return this Agreement in order for the Company to begin the itemized services. We look forward to working with you toward the successful completion of this project. Should you have any questions or need additional information, please feel free to call us at 904-425-6711.

Sincerely,
Solid Rock Engineering Consultants, Inc.

James K. Johns, P.E.
President
"Civil Engineering from the Ground Down"

Acknowledged, agreed to and accepted by Client, this ____ day of _____, 201__.

[CLIENT NAME]

By: _____
Its: _____

Client's Initials/Date: _____/_____

