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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Scherer Construction of North Florida, LLC, to implement Exhibit A for Design Build Services the JSO Mounted Unit Facility Projects. Negotiations resulted in the maximum not to exceed amount of $175,897.35. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 32124.153103.565051.010581.00000000.00000.0000000 – To be executed by formal contract execution through Office of General Counsel

ATTACHMENTS: Recommendation Memo, Exhibit A, Previous Award

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

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

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: 1FCE78C5-265A-44C8-B172-B4B5EA106F04

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

June 14, 2024

TO: Dustin Freeman
Chief of Procurement

FROM: Nina Sickler, P.E. DocuSigned by: Nina Sickler 1EFA223D5D23487
Director of Public Works

Sheldon D. Gibbs, P.E. DocuSigned by: Sheldon D. Gibbs, P.E. 9430E27A46A74CA
Chief, Engineering and Construction Management

Daryl T. Joseph DocuSigned by: Daryl Joseph 85FD2C5A429
Director, Parks, Recreation and Community Services

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

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

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Scherer Construction of North Florida, LLC for Design Build Services for JSO Mounted Unit Facility Projects that includes the attached Scope of Services and Fee, Exhibit A. The period of service will be project completion, with a maximum indebtedness of $175,897.35. All other terms and conditions are as provided in CDB-0059-23.

Funding is as follows:

Accounts	TOTAL
32124.153103.565051.010581.00000000.00000.0000000	$175,897.35
TOTAL:	$175,897.35

SDG/lw

Attachments: Exhibit A.

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

EXHIBIT A

SCHERER CONSTRUCTION

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

May 28, 2024

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

RE: **JSO Mounted Unit Facility**
Design Fee Proposal

We are pleased to submit this fee proposal for programming and conceptual design services for a new facility for the Jacksonville Sherrif's Office (JSO) Mounted Unit. We are proposing a lump sum fee for this preliminary phase of the project and the scope described below of $175,897.35, as detailed in the attached billable rate spreadsheets. We plan to use the consultants that we listed in our response to the RFQ:

$40,825.20	Scherer (architectural design, pre-construction, & project management)
135,072.15	GAI (civil engineering, survey, geo-tech & wetland investigations)
$3,800.00	IMEG (structural engineering)
$4,231.98	Simes & Rosch (MEP/FP engineering)
$175,897.35	Total Fee

PROJECT SCOPE:

The scope of this project includes the design and construction of a new stand-alone single-story building for the horse stalls, potentially renovating an existing building for office space, a new stand-alone storage shed, fenced run-outs and paddocks for the horses, outdoor pens for holding impounded animals, and associated sitework. The proposed approximately 12-acre site is near the Jacksonville Equestrian Center on Normandy Blvd in Jacksonville, FL. (see map right).

SITEWORK

Sitework for this project will include preparing the building pad for the new buildings, grading the site to manage stormwater runoff and implement circulation and accessibility, providing parking, drives, and walkways to accommodate the desired circulation patterns on the site, tapping into existing site utilities and/or providing new utilities as required to serve the new buildings and manage stormwater.

BUILDING:

The goal for the design of this building is to provide space similar to the existing facility, but with more and larger stalls, more functional support space, right sized for the large hoses held here, and better access to open fields near the facility for turning out the animals. The location and approach to the facility will need

to consider security as a high priority. A preliminary understanding of the spaces and functions that will be included in this building includes the following:

- Stable Area
  - Stable Manager's Office (10' x 12')
  - (12) Stalls (14' x 16'), each stall should be connected to a fenced outside run-out
  - An interior double loaded corridor at least 16' wide connecting the stalls
  - Tack Room (10' x 12')
  - A Farrier Area w/ gas for forge (10' x 14')
  - Veterinary Exam/Treatment area with counter, sink, and laundry equipment (16' x 24')
  - The stalls are not conditioned, natural ventilation is provided with exhaust fans through walls and supplemented with ceiling fans
- Office Area
  - Sargent's Office (12' x 16')
  - Shared Office/Work Room for 4-5 staff with computer stations (12' x 16')
  - Break Room with kitchenette (10' x 14')
  - Staff restrooms with lockers and showers
  - A public restroom for visitors (6' x 8')
  - Assembly Room (16' x 20')
  - The offices are air conditioned
  - The design team will determine if the existing 2,500 sf building can be renovated to accommodate the office space
- Exterior Areas
  - Outdoor Wash-Down (adjacent to the vet area)
  - (12) Individual fenced run-out areas (one at each stall), the run-out connects to a shared paddock (2 horses per paddock), which then has access to larger fields for grazing (minimum 1 acre per horse)
  - A separate 1,500 sf storage shed for feed
  - A covered round training pen for the horses (40'-50' diameter)
  - (6) open air pens to hold various impounded animals (emu, swine, goats, etc.), each pen is 30' x 30' with a 3' x 6' / 3 wall lean-to for feed, water, power (these pens will be separate from the other facilities)
- It is anticipated that the new building will be conventional construction with load bearing masonry walls, masonry stalls, a standing seam metal roof, drywall partitions in non-animal spaces. The existing building is wood frame with asphalt shingle roof and any renovation or expansion would use similar construction.

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

SERVICES & DELIVERABLES:

Services to be provided for this phase of the project include programming and conceptual design for the new and renovated buildings and site to clearly define the scope of work. The design team will meet with the owner, user groups, and other stakeholders to gather information, clarify and refine the requirements and goals for the project, discuss options, research infrastructure, covenants, and code requirements that will impact this project, and produce drawings and sketches to communicate the concept for design. The resulting scope definition will allow for a preliminary budget evaluation to be developed and serve as a guide for completion of the design.

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

- A cursory evaluation of the condition of the existing building to determine its suitability for re-use in this project. This evaluation will include a site visit to measure the building and inspect the structure, materials, and systems that can be readily observed without destructive testing or electronic imaging to explore subsurface conditions (this evaluation is not intended to be a fully comprehensive investigation but will document any surface evidence found of defective conditions such as moisture, mold growth, cracking, leaking, rotting or deteriorating materials).
- A boundary / topographic survey to define and locate all existing site elements, utilities, buildings, and trees within the area determined appropriate to cover the necessary scope of work (underground utilities will be based on available documentation of existing systems).
- A geotechnical investigation & report to provide the necessary information for suitability, bearing capacity, percolation rates, and other data regarding existing soils.
- A facility program that will provide a comprehensive listing of all the spatial and functional needs of the project in a spreadsheet, identifying each room or area to be included in the design with corresponding function, size, occupants, adjacency, and any special requirements.
- A preliminary study will be conducted to determine code requirements that will need to be incorporated into the design.
- A conceptual site plan that will locate the proposed buildings and show at a conceptual level the existing and new infrastructure, circulation patterns, roadways, walking paths, parking, stormwater facilities, and landscaping.
- Conceptual floor plans of the proposed buildings, identifying function, size, and capacity, for each area as well as overall size of the building.
- Conceptual building elevations indicating the geometry of the proposed design and materials to be used in the exterior envelope of the building.
- 3D images of the buildings to enhance visualization of the designs.
- Brief narrative descriptions of the proposed systems required to serve the buildings including structural, HVAC, plumbing, electrical, and fire protection (if required).
- A budgetary estimate (rough order of magnitude) of the anticipated construction cost.

SCHEDULE & MEETINGS:

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

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

- Meeting #1 – Information gathering to get a better understanding of the goals for the project and proposed functional uses for the buildings.
- Meeting #2 – Review the draft program developed from previous meetings and initiate general layout concepts for the site and buildings and discuss potential options for the visual impact of the design, materials and systems to be considered and advantages or disadvantages of the proposed options.
- Meeting #3 – Review the proposed conceptual design and gather comments to be incorporated into the design.

- Meeting #4 (if required) – Review the conceptual design and anticipated budget and obtain approval to proceed to the next phase of design.

EXCLUSIONS & QUALIFICATIONS:

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

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

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

Agreed & accepted for the City of Jacksonville:

Name: _____ Title: _____

Signature: _____ Date: _____

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

Name: Bob Filippi, AIA Title: Architect

Signature: _____ Date: _____

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
JSO MOUNTED UNIT FACILITY

PART I - GENERAL	
1. Project JSO Mounted Unit Facility	**2. Project Number** TBD
3. Name of Consultant Scherer Construction	**4. Date of Proposal** 5/28/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 86.00	4	$ 344.00	
Lead Architect	$ 55.00	80	$ 4,400.00	
Assistant Architect	$ 35.00	120	$ 4,200.00	
Revit Technician / Drafter	$ 30.00	96	$ 2,880.00	
Construction Project Manager	$ 55.00	0	$ 0.00	
Assistant Project Manager	$ 42.00	0	$ 0.00	
Senior Estimator	$ 51.00	24	$ 1,224.00	
Superintendent	$ 47.00	0	$ 0.00	
Assistant Superintendent	$ 40.00	0	$ 0.00	
Clerical / Adminitrative	$ 25.00	8	$ 200.00	
			TOTAL DIRECT LABOR	**$ 13,248.00**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 23,184.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 36,432.00**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 3,643.20
			SUB-TOTAL SALARY RELATED COSTS	**$ 40,075.20**

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS (Lump Sum)	
Printing & Mileage	$ 750.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 750.00**
10. SUBCONTRACTS (Lump Sum)	
GAI Consultants (civil)	$ 127,040.17
IMEG (structural)	$ 3,800.00
Simes & Rosch Engineering (MEP)	$ 4,231.98
SUB-CONTRACT SUB-TOTAL	**$ 135,072.15**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 175,897.35**

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
JSO MOUNTED UNIT FACILITY

PART I - GENERAL				
1. Project			**2. Project Number**	
3. Name of Consultant	IMEG		**4. Date of Proposal**	
PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 90.91	0	$ 0.00	
Project Executive	$ 84.30	8	$ 674.38	
Project Manager (Responsible Prof.)	$ 76.03	0	$ 0.00	
Senior Engineer 3	$ 76.03	0	$ 0.00	
Senior Engineer 2	$ 66.12	0	$ 0.00	
Senior Engineer 1	$ 59.50	8	$ 476.03	
Project Engineer 2	$ 52.89	0	$ 0.00	
Project Engineer 1	$ 49.59	0	$ 0.00	
Engineer Intern 2	$ 42.98	0	$ 0.00	
Engineer Intern 1	$ 38.02	0	$ 0.00	
Senior Designer	$ 61.16	0	$ 0.00	
Designer/Sr. CADD Technician	$ 42.98	0	$ 0.00	
CADD Technician	$ 36.36	0	$ 0.00	
Clerical	$ 28.10	3	$ 84.30	
			TOTAL DIRECT LABOR	**$ 1,234.71**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 2,160.74
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 3,395.45**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 339.55
			SUB-TOTAL SALARY RELATED COSTS	**$ 3,735.00**
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS (Lump Sum)				$ 65.00
			MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 65.00**
10. SUBCONTRACTS (Lump Sum)				$ -
			SUB-CONTRACT SUB-TOTAL	**$ -**
PART IV - SUMMARY				
			TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 3,800.00**

Exhibit A - Page 1 of 1
CONTRACT FEE SUMMARY FOR
JSO MOUNTED UNIT FACILITY

PART I - GENERAL	
1. Project JSO Mounted Unit Facility	**2. Project Number**
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** 2/20/2024

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 70.91	6	$ 425.46	
Project Manager (Responsible Prof.)	$ -	0	$ 0.00	
Assistant Project Manager	$ -	0	$ 0.00	
Senior Engineer M&P	$ 53.33	10	$ 533.30	
Senior Engineer Electrical	$ 55.03	8	$ 440.24	
Project Engineer 2	$ -	0	$ 0.00	
Project Engineer 1	$ -	0	$ 0.00	
Engineer Intern	$ -	0	$ 0.00	
Senior Designer	$ -	0	$ 0.00	
Designer/Sr. CADD Technician	$ -	0	$ 0.00	
CADD Technician	$ -	0	$ 0.00	
Clerical	$ -	0	$ 0.00	
Survey Manager (PSM)	$ -	0	$ 0.00	
Three Man Survey Crew	$ -	0	$ 0.00	
			TOTAL DIRECT LABOR	**$ 1,399.00**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				$ 2,448.25
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 3,847.25**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 384.73
			SUB-TOTAL SALARY RELATED COSTS	**$ 4,231.98**

PART III - OTHER COSTS

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

PART IV - SUMMARY

TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 4,231.98**

EXHIBIT A

gai consultants
transforming ideas into reality

May 30, 2024

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

Subject: Design-Build Services for JSO Mounted Unit Facilities

Phase 1 – Jacksonville Sherrif's Office (JSO) Mounted Unit Facilities Fieldwork, Due Diligence, and Preliminary (30%) Engineering Design

Dear Mr. Filippi:

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

Background

The Scherer Construction/GAI Consultants, Inc. Design Build Team ("The DB Team") met with the City of Jacksonville ("COJ") and representatives of the Jacksonville Sheriff's Office (JSO), at the proposed project site, on May 15th, 2024. The purpose of the meeting was to review the proposed location of JSO Mounted Unit Facility to be located north of Lake Newman Street., adjacent to the Cecil Field's closed golf course. (See site location map attached to this proposal for reference to the proposed project area.)

GAI's has performed some limited due diligence to date, and as such, the following proposed scope of services for this effort is outlined below and only covers the activities within the proposed site location map.

Scope of Work

- Identify any potential wetland lines and protected wildlife species within the proposed project area for JSO Mounted Unit Facility per the attached proposal from Environmental Resource Solutions, Inc.
- Provide for geotechnical engineering services in accordance with the attached proposal from Meskel & Associates Engineering, PLLC.
- GAI will provide a field run topographic survey of the property to a level of accuracy necessary for one (1) foot contours. Spot elevations onsite will be taken at a minimum of every 50 feet. The survey effort will include spot locations on the bottom of the existing stormwater management facility on the project site along with a water elevation with date and time of measurement. A minimum of two benchmarks will be set on site in a protected location. All Horizontal and vertical control will be properly labeled on provided database. Deliverable will be a CAD file with database.
- Meet with JEA to establish parameters for utility service for the proposed project.
- Meet with St. Johns River Water Management District (SJRWMD) to review the project's stormwater permitting requirements and wetland permitting requirements (if any) in coordination with Environmental Resource Solutions.
- Meet with the City's Public Works Project Manager and the City's Development Services Division to discuss permitting strategy for the proposed project via Design-Build Delivery.
- Assist the DB Team, COJ, and JSO with development up an initial concept plan for the planned facilities, with up to two (2) rounds of revisions to same. This will be done in coordination and conjunction with the project architect.
- Develop a conceptual stormwater management plan for the proposed improvements based on

high-level stormwater design assumptions, FEMA flood map information, and good engineering practices based on a formalized site plan and survey information. (Note: Preliminary stormwater modeling is included solely for preliminarily sizing the stormwater facility needs. No final stormwater modeling is included.)

- Perform research to determine viability of the following site components: existing utilities (potable water and sanitary sewer); the existing box culvert's viability for ingress/egress during and after construction; stormwater management; entry road design off Lake Newman (estimated at approximately 1,500 linear feet).
- Develop 30% design plans including a schematic grading plan, utility plan, site geometry plan, stormwater collection, and maintenance of traffic plan for the purposes of Scherer developing a 100% Guaranteed Maximum Price Proposal for the project.
- Work collaboratively with the DB Team to develop a conceptual project milestone schedule.
- GAI's scope of work also allows for up to five (5) additional team meetings.
- Identify and develop a proposal for final design and permitting to be performed under a future work authorization.

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

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

Sincerely,

Stephen Reed

Project Manager

Attachments:

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

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

PART I - GENERAL	
1. Project - COJ Arena & Cattle Barns and JSO Equestrian Facil Phase 1 - JSO Mounted Unit Facility 30%	**2. Project Number** R240225.01
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 5/30/2024

PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 129.42	12	$ 1,553.04	
Project Manager	$ 88.05	34	$ 2,993.70	
Assistant Project Manager	$ 52.02	60	$ 3,121.20	
Senior Project Engineer	$ 70.75	25	$ 1,768.75	
Project Engineer	$ 52.02	84	$ 4,369.68	
Engineer Intern	$ 44.54	108	$ 4,810.32	
Designer/Sr. CADD Technician	$ 39.79	115	$ 4,575.85	
LA Director	$ 97.29	0	$ 0.00	
Sr. LA Manager	$ 66.91	0	$ 0.00	
Project LA	$ 58.77	0	$ 0.00	
LA Technician	$ 34.06	0	$ 0.00	
Clerical	$ 29.69	10	$ 296.90	
Survey Manager (PSM)	$ 75.05	40	$ 3,002.00	
Three Man Survey Crew	$ 103.01	80	$ 8,240.80	
			TOTAL DIRECT LABOR	**$ 34,732.24**
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 177.99%				$ 61,819.91
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 96,552.15**
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 9,655.22
			SUB-TOTAL SALARY RELATED COSTS	**$ 106,207.37**

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS (Lump Sum) Misc. Printing, Courier, Mileage, etc.	$ 1,000.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$ 1,000.00**
10. SUBCONTRACTS (Not To Exceed) ERS (Wetland Consultant)	$ 3,133.17
MAE, PLLC (Geotech)	$ 16,700.00
	$ -
SUB-CONTRACT SUB-TOTAL	**$ 19,833.17**

PART IV - SUMMARY	
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)	**$ 127,040.54**

EXHIBIT A

SES Environmental Resource Solutions LLC

28 May 2024

Mr. Stephen Reed
GAI Consultants
12574 Flagler Center Blvd., Suite 202
Jacksonville, FL 32258

RE: JSO Mounted Facility
Duval County, Florida
Proposal/Contract for Services
ERS Proposal No. P250063

Dear Mr. Reed:

SES Environmental Resource Solutions LLC is pleased to provide you with this proposal/contract to conduct a preliminary site assessment and prepare a natural resources due diligence report for the new Jacksonville Sherriff's Office Mounted Unit Facility at Cecil Commerce Center in Duval County, Florida.

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

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Jonathan Summerfield, PWS
Senior Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

JDS/P250063_COJ_JSOMounted

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

PROPOSAL/CONTRACT
Prepared for:
Mr. Stephen Reed
GAI Consultants
12574 Flagler Center Blvd., Suite 202
Jacksonville, FL 32258
28 May 2024

RE: JSO Mounted Facility
Duval County, Florida
Proposal/Contract for Services
ERS Proposal No. P250063

Scope of Services

Task 1 – Wetland Delineation and Due Diligence Report. SES Environmental Resource Solutions LLC (ERS) will evaluate the limits of jurisdictional wetlands associated with the project pursuant to existing regulatory authorizations, current regulations and guidance of the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers (USACE). Wetland limits will be delineated in the field with sequentially numbered survey tape, and the approximate position of each point will be located with a handheld Global Positioning System (GPS) device. ERS will provide a due diligence report detailing the presence or absence of wetlands and protected wildlife species on the site and potential permitting implications associated with the development of the property.

Not to Exceed.....$3,133.17*

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

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

TERMS ACCEPTED:

For:	_____	For:	**SES Environmental Resource Solutions LLC**
Date:	_____	Date:	28 May 2024
By:	_____ (Signature)	By:	(Signature)
	_____ (Printed/Typed)		Jonathan Summerfield (Printed/Typed)

JDS/P250063_COJ_JSOMounted

EXHIBIT A

FEE SUMMARY

PART I - GENERAL	
1. Project JSO Mounted Facility	**2. Proposal Number** P250063
3. Name of Consultant SES Environmental Resource Solutions LLC	**4. Date of Proposal** 5/28/2024

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Manager	$87.29	2	$ 174.58	
Chief Environmental Scientist	$65.00		$ 0.00	
Sr. Environmental Scientist I	$49.92	8	$ 399.36	
Sr. Environmental Scientist II	$49.33		$ 0.00	
Sr. Environmental Scientist III	$47.46		$ 0.00	
Sr. Environmental Scientist	$41.76		$ 0.00	
Environmnetal Scientist I	$36.21	8	$ 289.68	
Environmental Scientist II	$28.88		$ 0.00	
GIS Specialist	$33.53	6	$ 201.18	
CADD/Comp Technician	$31.77		$ 0.00	
Environmental Technician	$ 19.35		$ 0.00	
TOTAL DIRECT LABOR		24		$ 1,064.80
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		167.5 % x Total Direct Labor		$ 1,783.54
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 2,848.34
8. PROFIT: Labor Related Costs (Item 7		x	10%	$ 284.83

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
	$ 0.00	
	$ 0.00	
	$	
	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Cost Plus)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL COST PLUS AMOUNT (Items 5, 6, 8, 9 and 10)		$ 3,133.17
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ $0.00	
SES Environmental Resource Solutions LLC (Due Diligence)	$ 3,133.17	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Cost Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)	**$ 3,133.17**

General Terms and Conditions

GC-1 DEFINITIONS

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

GC-2 ORDER OF PRECEDENCE

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

GC-3 ENTIRE AGREEMENT

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

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

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

GC-6 SEVERABILITY AND INTERPRETATION

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

GC-7 WAIVER

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

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

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

GC-9 INDEPENDENT CONTRACTOR

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

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

GC-12 CONSIDERATION AND COMPENSATION

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

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

GC-14 WRITTEN NOTICE

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

GC-15 FORCE MAJEURE

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

GC-16 INSURANCE

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

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand ($50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million ($1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred ($500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

GC-18 INDEMNITY

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

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

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

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

GC-21 RESOLUTION OF DISPUTES

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

GC-22 ASSIGNMENT

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

GC-23 TAXES

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

GC-24 COMPLIANCE WITH LAWS

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

GC-25 CHANGES

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

GC-26 SUSPENSION

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

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

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

GC-28 RETENTION OF RECORDS

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

GC-29 SUCCESSORS

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

EXHIBIT A

Meskel & Associates Engineering
Geotechnical r Environmental r Inspection r Testing

May 23, 2024

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

Subject: Proposal for Geotechnical Exploration and Engineering Services
JSO Mounted Facility – Lake Newman Street
Jacksonville, Florida
MAE Proposal No. 240175

Dear Mr. Reed:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project. We understand the project is located west of the current terminus of Lake Newman Street, west of Cecil Field, and south of Normandy Boulevard in Jacksonville, Florida.

We were provided with an aerial photograph of the site area prepared by GAI Consultants that showed the approximate site boundaries. We understand the planned construction includes a building with 12 horse stalls, 6 paddocks each 2 acres in area that are connected, and an entrance road from Lake Newman Street. We have assumed there will also be parking/drive areas. In addition, the existing box culvert crossing under Lake Newman Stret for Rowell Creek will be expanded or replaced.

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

Test Location	Test No. & Type	Test Depth ft below ground surface
Building	4 SPT*	20
Parking Area	6 Auger	6
Entrance Road	6 Auger	6
Box Culvert Expansion	2 SPT*	30

*Standard Penetration Test (SPT) Boring

In addition to the SPT borings for the culvert expansion, a GPR contractor will be brought on site to identify and locate the reinforcement present in the existing culvert. Note that without visual observation of the rebar present within the Box Culvert, the results of the GPR survey may not identify all of the reinforcement within the culvert.

The area of the proposed construction appears partially cleared with some areas that are moderately to densely wooded, so it is planned to access the site with our ATV-mounted drilling equipment. The auger borings for the proposed perimeter road will be located at intervals of about 150 feet.

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. We will also contract with a local utility locate

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

The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory where the logs will be reviewed and the samples classified by a geotechnical engineer. Laboratory classification and index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

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

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for shallow foundation design parameters for the building housing the horse stalls, including our estimate of the performance of the foundation system,
- Recommendations for support of a new box culvert structure or expansion of the existing culvert structure,
- Recommendations for support of light and heavy-duty pavements, and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **$16,700**:

JSO Mounted Facility..... $9,800.00

Lake Newman St. Box Culvert..... $6,900.00

Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $100 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

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

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within one to 2 weeks once the utilities have been marked and located. We anticipate that the field work will take 3 to 4 days to complete. Laboratory testing will take up to 5 days depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of the field and laboratory testing.

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

Sincerely,
MESKEL & ASSOCIATES ENGINEERING, PLLC

P. Rodney Mank, PE
Principal Engineer

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

PROPOSAL AUTHORIZATION
For Geotechnical Services
JSO Lake Newman Street Mounted Facility
Jacksonville, Florida
MAE Proposal No. 240175

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 $100 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. 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.

EXHIBIT A

JSO Mounted Facility:
Lake Newman Street
Used to be Cecil Field Building 960 "Lake Newman Recreation"

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

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

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

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

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

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

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

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

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

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/4/2023

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Karen Bowling

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

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

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

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

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

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

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

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

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

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

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/12/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

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

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN / BUILD

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

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

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

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

ATTACHMENTS: Recommendation Memo

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

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

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/22/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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