SUBJECT: **RFQ FOR DESIGN-BUILD SVCS FOR VERTICAL/ARCHITECTURAL PROJECTS**

BID # **CDB-0007-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **QUALIFICATIONS BASED**

NUMBER OF BIDS INVITED: - NUMBER RECEIVED: - OTHER: -

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with Auld & White Constructors, LLC, for JSO Firing Range Storage Building in accordance with subject bid.

Recommend approval of award to Auld & White Constructors, LLC, for 90% design and pre-construction services for the new JSO Firing Range Storage Building, in the guaranteed maximum price of $89,024.00. This incorporates Scope & Fee Summary "Exhibit M-1" and with design completion in 135 days from notice to proceed. Total annual expenditure amount is currently at $32,000,000.00; total amount spent to date is $12,669,882.43.

Funding for this project to be executed by Amendment 11A for contract # 9182-03 and encumbered by account(s): 010126.565051.1.32111.384020

Attachments: Recommendation Memo, Exhibit "M-1", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction Management Division/T.J. Cox, Assistant Chief, Jacksonville Sheriff's Office**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

January 5, 2021

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Robin G. Smith, PE
Chief, Engineering & Construction Management

T. J. Cox
Assistant Chief, Jacksonville Sheriff's Office

SUBJECT: CDB-0007-16 – Design-Build Services –Vertical/Architectural Projects – JSO Firing Range Storage Building AMENDMENT 11A

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0007-16, Contract 9182-03 has completed negotiations with Auld & White Constructors, LLC, for 90% design and pre-construction services for the new JSO Firing Range Storage Building. Negotiations have resulted in the GMP amount of $89,024.00, as indicated on the attached Scope & Fee Summary, Exhibit M-1, with design completion in 135 days from the Notice to Proceed.

Accordingly, this is to recommend that Contract No #9182-03, originally executed July 14, 2016, between the City and Auld & White Constructors, LLC. for Design-Build Services- Vertical/Architectural Projects, be amended to incorporate the attached Scope and Fee Summary, Exhibit M-1 for the JSO Firing Range Storage Building in the amount of $89,024.00, known as Amendment 11A.

Funding for this project should be as follows:

ACCOUNTS:		TOTAL
010126		
PWCP Public Buildings Capital Proj. Other Gen Gov Svcs		
565051		
1		
32111-384020		
$89,024.00		$89,024.00

RGS/lw

Attachment: Exhibit M-1 - Scope & Fee Summary

cc: Maria Williams, P.E., Engineering and Construction Management
Lori West, Engineering and Construction Management

EXHIBIT M-1

AULD & WHITE
CONSTRUCTORS • LLC

December 15, 2020

Re: Pre-Construction Fee Proposal
JSO Academy Firing Range Storage Building

Ms. Maria Williams, PE.
City of Jacksonville Engineering Department
214 N. Hogan Street
Jacksonville, Florida 32202

Dear Ms. Williams:

Auld & White Constructors, LLC (AWC) is pleased to submit our proposal for pre-construction services to assist in the development of a GMP for JSO Academy Firing Range Storage Building.

The project consists of construction of new one-story, 8,540 SF pre-engineered metal building based on September 24 onsite meeting and building plans for similar, adjacent building provided by Maria Williams on 11/2/2020.

Pre-Construction Phase Includes:

A. **90% Design Documents:** Architectural / Engineering Services to prepare Construction Documents for Subcontractor Bidding.
B. **Plan Review:** Submittal to the City Development Review for 10-set review and COJ Plan Review for building permit. (Building permit cost excluded.)
C. **Cost Estimating:** Provide GMP with time and material estimates.
D. **Scheduling:** Prepare project schedule with input from all team members and ensure that all information is current. A schedule will be provided with GMP.
E. **Constructability Review:** Maintain a complete and working knowledge of the plans and documents which will be reviewed at regular intervals to assist in the elimination of conflicts and changes.
F. **Pre-Qualify Subcontractors:** Assist the project team in pre-qualifying subcontractors.
G. **Scope Development & Transparent Bid Process:** Advertise, package, and distribute the Construction Documents for subcontractor bidding, release the documents, organize pre-bid site visit, receive bids and assist the team in evaluating the bids. Coordinate and manage potential early procurement items.
H. **Schedule:** Construction Documents & GMP to be completed within 4½ months after receipt of Letter of Activation.

Total Lump Sum Amount for Pre-Construction Services: $89,024

If you have any questions or need further clarification, please feel free to contact me at (904) 296-2555. Thank you for this opportunity and we look forward to working with the City of Jacksonville on another successful project. Please provide a Letter of Activation to begin Pre-Construction Services.

Sincerely,

Cindy Reis

Cindy Reis
Business Development Manager – Public Sector

Enclosures

c: Nathaniel T. Marty, Auld & White Constructors, LLC

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION EXHIBIT M-1
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ JSO Academy Firing Range Storage Building Preconstruction and 90% Design Fees	**2. Proposal Number** CDB-0008-16
3. Name of Consultant Auld & White Constructors, LLC.	**4. Date of Proposal** 12/15/2020

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 93.33		$ 0.00	
Project Manager	$ 83.33	8	$ 666.64	
Director of Estimating	$ 86.67	24	$ 2,080.08	
Constructability Review Specialist	$ 60.00	8	$ 480.00	
TOTAL DIRECT LABOR	**$ 80.68**	**40**		**$ 3,227.00**
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			$ 4,841.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 8,068.00
8. PROFIT: Labor Related Costs (Item 7)		x	7.5%	$ 605.00
9. SUBCONSULTANT COORDINATION: Items 11			7.5%	$ 5,556.00

PART III - OTHER COSTS

10. Miscellaneous Direct Costs		
Original Media	$ 0.00	
Courier Fees	$ 0.00	
Parking Fees	$ 0.00	
Transportation	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
11. SUBCONTRACTS (Lump Sum)		
Ebert Norman Brady (Architectural/Engineering Services)	$ 74,080.39	
SUB-CONTRACT SUB-TOTAL		$ 74,080.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 88,309.00
12. Reimbursable Costs - Limiting Amount		
Reproduction	$ 250.00	
Plan Review Fee	$ 365.00	
Site Plan Review Fee	$ 100.00	
SUB-TOTAL REIMBURSABLES		715.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	**$ 89,024.00**

EXHIBIT M-1

Ebert Norman Brady Architects
1361 13th Avenue South, Suite 230 • Jacksonville Beach, Florida 32250
Tel 904 241 9997 Fax 904 241 7526 • www.enbarchitects.com

December 15, 2020

Mr. Nathan Marty
Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

RE: Architectural / Engineering Services for
New Academy Firing Range Storage Building at Montgomery Correctional Center
City of Jacksonville
ENB Project 20078

Dear Nathan,

ENB Architects is once again looking forward to working with Auld & White in a design-build relationship for the City of Jacksonville on the Academy Firing Range Storage Building located at the Montgomery Correctional Center. Auld & White will provide overall project management for the design-build team and ENB Architects will lead the design effort and coordinate with each of the design consultants. ENB proposes to team with Goodson Bergen & Associates Consulting Engineers for civil engineering, Keister Webb Structural Engineers for structural engineering, and Simes & Rosch for mechanical, electrical, and plumbing engineering.

The scope of work includes a one-story, 8,540 sq. ft. (122' x 70'), pre-engineered metal building including the following:

- Ammunition Storage Warehouse with 4 ft high loading dock door,
- Classroom capable of accommodating 40 persons (recruits/officers),
- Break Room,
- Men's & Women's Restrooms,
- Janitor's Closet,
- Miscellaneous mechanical and electrical rooms as required.

Design services shall include providing a preliminary, not-for-construction, 90% design submittal including drawings and specifications for Auld & White Constructors' use in preparing the GMP. Permit drawings and construction administration are not included in this proposal.

ENB and our design consultants have used the City of Jacksonville's standard fee proposal template that includes a "Summary" page, a "Miscellaneous Direct Cost" page, and an "Estimate of Work Effort and Fee" page. Please note that ENB's summary page includes each design consultant's cost along with the total design fee.

DELIVERABLES

All construction documents including the drawings and specifications will be provided in electronic (PDF) format. All drawings will be printed to Adobe PDF using a sheet size of 24" x 36" and shall be bound by discipline. All specifications will be printed to Adobe PDF using a sheet size of 8-1/2" x 11" with all sections bound. As directed by Maria Williams with the City of Jacksonville (COJ), ENB has included a printing and delivery allowance of $250 should COJ request any hard copies of the design submittal.

EXCLUSIONS

The following items are excluded from ENB Architect's scope of services and fee:

- Fire Protection Engineering
- Cost Estimating
- Value Engineering
- BIM Modeling
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Renderings
- LEED® or other Green Building Certification

Please refer to the enclosed proposal from Goodson, Bergen & Associates Consulting Engineers for a list of exclusions specific to their proposal.

ADDITIONAL SERVICES

Services requested by either Auld & White Constructors or the City of Jacksonville that are not within the scope of the above services or changes beyond ENB Architects' control shall be considered items of additional service and will be billed at the hourly rates included in this proposal.

Please review this proposal and contact me if you have any questions or comments. We will be more than happy to discuss options with you to ensure that our proposal meets with your expectations. As always, ENB and our design consultants look forward to working with Auld & White and the City of Jacksonville on this project.

Sincerely,

Scott A. Brady, AIA
Vice President
SAB/sab

CONTRACT FEE SUMMARY FORMAT
CITY OF JACKSONVILLE, FLORIDA

EXHIBIT M-1

PART I - GENERAL

1. Project **Academy Firing Range Storage Building - 90% Construction Documents**	**2. Proposal Number** N/A
3. Name of Consultant Ebert Norman Brady Architects	**4. Date of Proposal** 12/15/2020

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 52.88	16	$ 846.08	
Project Manager	$ 43.27	88	$ 3,807.76	
Architect	$ 34.13	24	$ 819.12	
EP Architect	$ 27.00	80	$ 2,160.00	
Interior Designer	$ 40.00	10	$ 400.00	
Admin	$ 17.00	16	$ 272.00	
TBD	$ -	0	$ 0.00	
TBD	$ -	0	$ 0.00	
TBD	$ -	0	$ 0.00	
TBD	$ -	0	$ 0.00	
TOTAL DIRECT LABOR	$ 35.49	234		$ 8,304.96
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	165 % x Total Direct Labor			$ 13,703.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 22,007.96
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 2,201.00
9. SUBCONSULTANT COORDINATION: Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs			
Original Media	$	0.00	
Reproduction	$	0.00	
Transportation	$	146.05	
Shipping	$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$		$ 146.05
11. SUBCONTRACTS (Lump Sum)			
Keister Webb Structural Engineers	$	7,284.03	
Simes & Rosch, LLC	$	16,224.31	
Goodson Bergen & Associates Consulting Engineer	$	25,967.04	
	$		
	$		
	$		
	$		
	$		
SUB-CONTRACT SUB-TOTAL	$		$ 49,475.38
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ 73,830.39
12. Reimbursable Costs - Limiting Amount			
Printing/Delivery Allowance	$	250.00	
	$		
	$		
SUB-TOTAL REIMBURSABLES			$ 250.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	$ **74,080.39**

MISCELLANEOUS DIRECT COST

EXHIBIT M-1

Project Name:	**Academy Firing Range Storage Building - 90% Construction Documents**
Consultant	Ebert Norman Brady Architects
RFP NO.	N/A
Prepared by:	Scott A. Brady
Date:	12/15/20
ENB Job No.	20078

ITEM DESCRIPTION						ITEM TOTAL	COMMENTS
Original Mylar Reproducibles	0	Sheets @	$0.00	Per Sheet =			Not in scope
Project Electronic Files on CD	0	CD's @	$10.00	Per CD		$0.00	Not in scope
Reproduction (Black Lines and Photocopies)							
	Sets	Black Line 22 x 34	Black Line 11"x17"	Photocopy 8 1/2" x 11"			
			-	-	Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
	Total Sheets	0	0	0			
Cost:	22 x 34	0	Sheets @	$ 0.72 =	$0.00		
	11"x17"	0	Sheets @	$ 0.20 =	$0.00		
	8 1/2" x 11"	0	Sheets @	$ 0.10 =	$0.00	$0.00	
Travel From: Consultant Office Location to Destination (Round Trip Miles)							
Destination	# Trips			Per Mile			
Project Site	2 x	78	miles x	$0.58 =	$89.70		
City of Jacksonville	1 x	44	miles x	$0.58 =	$25.30		
Auld & White	2 x	27	miles x	$0.58 =	$31.05		
						$146.05	
Shipping		0	Deliveries	$ 30.00	Each	$0.00	
TOTAL COST						$146.05	

ESTIMATE OF WORK EFFORT AND FEE

EXHIBIT M-1

Project Name: **Academy Firing Range Storage Building - 90% Construction Documents**
Consultant: Ebert Norman Brady Architects
RFP NO.: N/A
Prepared by: Scott A. Brady
Date: 12/15/20

ENB Job No. 20078

No. / ACTIVITY	Principal Rate = $ 52.88		Project Manager Rate = $ 43.27		Architect Rate = $ 34.13		EP Architect Rate = $ 27.00		Interior Designer Rate = $ 40.00		Admin Rate = $ 17.00	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
1 Design Meetings	12	$634.56	4	$173.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00
2 90% Construction Documents	0	$0.00	48	$2,076.96	24	$819.12	80	$2,160.00	10	$400.00	16	$272.00
3 Specifications	0	$0.00	24	$1,038.48	0	$0.00	0	$0.00	0	$0.00	0	$0.00
4 DQC & Design Team Coordination	4	$211.52	12	$519.24	0	$0.00	0	$0.00	0	$0.00	0	$0.00
5 -	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
6 -	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
7 -		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
8 -		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
9 -		$0.00		$0.00		$0.00		$0		$0.00		$0.00
TOTAL	16	$846.08	88	$3,807.76	24	$819.12	80	$2,160.00	10	$400.00	16	$272.00

No. / ACTIVITY	TBD Rate = $ -		TBD Rate = $ -		TBD Rate = $ -		TBD Rate = $ -		Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost				
1 Design Meetings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$807.64	$50.48	9.7
2 90% Construction Documents		$0.00		$0.00		$0.00		$0.00	178	$5,728.08	$32.18	69.0
3 Specifications		$0.00		$0.00		$0.00		$0.00	24	$1,038.48	$43.27	12.5
4 DQC & Design Team Coordination		$0.00		$0.00		$0.00		$0.00	16	$730.76	$45.67	8.8
5 -		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
6 -		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
7 -		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
8 -		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
9 -		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
TOTAL	0	$0.00	0	$0.00	0	$0.00	0	$0.00	234	$8,304.96	$35.49	100.0

CONTRACT FEE SUMMARY FORMAT
CITY OF JACKSONVILLE, FLORIDA

EXHIBIT M-1

PART I - GENERAL

1. Project **Academy Firing Range Storage Building - 90% Construction Documents**	**2. Proposal Number** **0**
3. Name of Consultant Keister Webb Structurtal Engineers	**4. Date of Proposal** **11/3/2020**

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 86.00	2	$ 172.00	
Project Engineer	$ 56.00	14	$ 784.00	
Engineer/Designer	$ 51.00	8	$ 408.00	
BIM/CADD	$ 40.00	24	$ 960.00	
Admin	$ 27.00	6	$ 162.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TOTAL DIRECT LABOR	$ 42.14	59		$ 2,486.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	165 % x Total Direct Labor			$ 4,102.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 6,588.00
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 659.00
9. SUBCONSULTANT COORDINATION: Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs			
Original Media	$	10.00	
Reproduction	$	0.00	
Transportation	$	27.03	
Shipping	$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$		$ 37.03
11. SUBCONTRACTS (Lump Sum)			
TBD	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
SUB-CONTRACT SUB-TOTAL	$		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ 7,284.03
12. Reimbursable Costs - Limiting Amount			
	$	0.00	
	$		
	$		
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	$ 7,284.03

MISCELLANEOUS DIRECT COST

EXHIBIT M-1

Project Name:	**Academy Firing Range Storage Building - 90% Construction Administration**
Consultant	Keister Webb Structurtal Engineers
RFP NO.	0
Prepared by:	David Webb
Date:	11/03/20
ENB Job No.	20022

ITEM DESCRIPTION							ITEM TOTAL	COMMENTS
Original Mylar Reproducibles		0	Sheets @		$0.00	Per Sheet =		Not in scope
Project Electronic Files on CD		1	CD's @		$10.00	Per CD	$10.00	Not in scope
Reproduction (Black Lines and Photocopies)								
		Black Line		Photocopy				
	Sets	22 x 34	11"x17"	8 1/2" x 11"				
	0	-	-			Sheets		
						Sheets		
						Sheets		
						Sheets		
						Sheets		
						Sheets		
						Sheets		
						Sheets		
	Total Sheets	0	0	0				
Cost:	22 x 34	0	Sheets @	$ 0.72	=	$0.00		
	11"x17"	0	Sheets @	$ 0.20	=	$0.00		
	8 1/2" x 11"	0	Sheets @	$ 0.10	=	$0.00	$0.00	
Travel From: Consultant Office Location to Destination (Round Trip Miles)								
Destination	# Trips			Per Mile				
Project Site	0	x	78 miles	x	$0.58	=	$0.00	
City of Jacksonville	1	x	20 miles	x	$0.58	=	$11.50	
Auld & White	1	x	27 miles	x	$0.58	=	$15.53	
							$27.03	
Shipping		0	Deliveries	$ 25.00	Each		$0.00	
TOTAL COST							$37.03	

ESTIMATE OF WORK EFFORT AND FEE

EXHIBIT M-1

Project Name: **Academy Firing Range Storage Building - 90% Construction Documents**
Consultant: Keister Webb Structurtal Engineers
RFP NO.
Prepared by: David Webb
Date: 11/03/20 KW Job No. 20022

No. / ACTIVITY	Principal Rate = $ 86.00		Project Engineer Rate = $ 56.00		Engineer Rate = $ 51.00		BIM/CADD Rate = $ 40.00		Admin Rate = $ 27.00		Rate =	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
1 Construction Documents	2	$172.00	8	$448.00	8	$408.00	24	$960.00	4	$108.00	1	$0.00
2 (2) Design Phase Meetings		$0.00	6	$336.00		$0.00		$0.00	2	$54.00		$0.00
3 Submittal Review		$0.00		$0.00		$0.00		$0.00	0	$0.00		$0.00
4 (1) Construction Site Visit		$0.00		$0.00		$0.00		$0.00	0	$0.00		$0.00
5 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
6 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
7 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
8 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
9 (TBD)		$0.00		$0.00		$0.00		$0		$0.00		$0.00
TOTAL	2	$172.00	14	$784.00	8	$408.00	24	$960.00	6	$162.00	1	$0.00

No. / ACTIVITY	TBD Rate = $ -		TBD Rate = $ -		TBD Rate = $ -		TBD Rate = $ -		Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost				
1 Construction Documents	1	$0.00	1	$0.00	1	$0.00	1	$0.00	51	$2,096.00	$41.10	84.3
2 (2) Design Phase Meetings		$0.00		$0.00		$0.00		$0.00	8	$390.00	$48.75	15.7
3 Submittal Review		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
4 (1) Construction Site Visit		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
5 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
6 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
7 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
8 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
9 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
TOTAL	1	$0.00	1	$0.00	1	$0.00	1	$0.00	59	$2,486.00	$42.14	100.0

CONTRACT FEE SUMMARY FORMAT
CITY OF JACKSONVILLE, FLORIDA

EXHIBIT M-1

PART I - GENERAL

1. Project	2. Proposal Number
Academy Range Storage and Classroom - 90% CDs	0
3. Name of Consultant	**4. Date of Proposal**
Simes & Rosch Engineering	11/2/2020

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 62.50	8	$ 500.00	
Senior Engineer	$ 54.93	14	$ 769.02	
Engineer	$ 51.14	55	$ 2,812.70	
Engineer Tech	$ 26.52	68	$ 1,803.36	
Clerical Admin	$ 21.97	10	$ 219.70	
-	$ -	0	$ 0.00	
-	$ -	0	$ 0.00	
-	$ -	0	$ 0.00	
-	$ -	0	$ 0.00	
-	$ -	0	$ 0.00	
TOTAL DIRECT LABOR	$ 39.39	155		$ 6,104.78
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	140 % x Total Direct Labor			$ 8,547.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 14,651.78
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,465.00
9. SUBCONSULTANT COORDINATION: Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs			
Original Media	$	0.00	
Reproduction	$	0.00	
Transportation	$	107.53	
Shipping	$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$		$ 107.53
11. SUBCONTRACTS (Lump Sum)			
TBD	$		
	$		
	$		
	$		
	$		
	$		
	$		
	$		
SUB-CONTRACT SUB-TOTAL	$		$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$ 16,224.31
12. Reimbursable Costs - Limiting Amount			
	$	0.00	
	$		
	$		
SUB-TOTAL REIMBURSABLES			$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	$ 16,224.31

MISCELLANEOUS DIRECT COST

EXHIBIT M-1

Project Name:	**Academy Range Storage and Classroom - 90% Construction Administration**
Consultant	Simes & Rosch Engineering
RFP NO.	0
Prepared by:	Clifton Simes
Date:	11/02/20
S&R Job No.	201120

ITEM DESCRIPTION							ITEM TOTAL	COMMENTS
Original Mylar Reproducibles	0	Sheets @	$0.00	Per Sheet =				Not in scope
Project Electronic Files on CD	0	CD's @	$10.00	Per CD			$0.00	Not in scope
Reproduction (Black Lines and Photocopies)								
	Sets	Black Line 22 x 34	Black Line 11"x17"	Photocopy 8 1/2" x 11"				
	0	-	-		Sheets			
					Sheets			
					Sheets			
					Sheets			
					Sheets			
					Sheets			
					Sheets			
					Sheets			
	Total Sheets	0	0	0				
Cost:	22 x 34	0	Sheets @	$ 0.72	=	$0.00		
	11"x17"	0	Sheets @	$ 0.20	=	$0.00		
	8 1/2" x 11"	0	Sheets @	$ 0.10	=	$0.00	$0.00	
Travel From: Consultant Office Location to Destination (Round Trip Miles)								
Destination	# Trips			Per Mile				
Project Site	2	x 72	miles x	$0.58	=	$82.80		
City of Jacksonville	1	x 28	miles x	$0.58	=	$16.10		
Auld & White	1	x 15	miles x	$0.58	=	$8.63		
							$107.53	
Shipping	0	Deliveries	$ 25.00	Each			$0.00	
TOTAL COST							$107.53	

ESTIMATE OF WORK EFFORT AND FEE

EXHIBIT M-1

Project Name: **Academy Range Storage and Classroom - 90% CDs**
Consultant: Simes & Rosch Engineering
RFP NO.
Prepared by: Clifton Simes
Date: 11/02/20 S&R Job No. 201120

No. / ACTIVITY	Principal Rate = $ 62.50		Senior Engineer Rate = $ 54.93		Engineer Rate = $ 51.14		Engineer Tech Rate = $ 26.52		Clerical Admin Rate = $ 21.97		- Rate =	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
1 90% Drawings	6	$375.00	11	$604.23	50	$2,557.00	60	$1,591.20		$0.00		$0.00
2 90% Specifications	2	$125.00	3	$164.79	2	$102.28		$0.00	2	$43.94		$0.00
3 Miscellaneous		$0.00		$0.00	3	$153.42	8	$212.16	8	$175.76		$0.00
4		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
5		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
6		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
7		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
8		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
9		$0.00		$0.00		$0.00		$0		$0.00		$0.00
TOTAL	8	$500.00	14	$769.02	55	$2,812.70	68	$1,803.36	10	$219.70	0	$0.00

No. / ACTIVITY	- Rate = $ -		- Rate = $ -		- Rate = $ -		- Rate = $ -		Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost				
1 90% Drawings		$0.00		$0.00		$0.00		$0.00	127	$5,127.43	$40.37	84.0
2 90% Specifications		$0.00		$0.00		$0.00		$0.00	9	$436.01	$48.45	7.1
3 Miscellaneous		$0.00		$0.00		$0.00		$0.00	19	$541.34	$28.49	8.9
4 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
5 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
6 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
7 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
8 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
9 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
TOTAL	0	$0.00	0	$0.00	0	$0.00	0	$0.00	155	$6,104.78	$39.39	100.0

GOODSON, BERGEN & ASSOCIATES CONSULTING ENGINEERS, INC.

November 13, 2020 (rev. 12.11.20)

Mr. Scott Brady, AIA
Ebert, Norman, & Brady Architects, Inc.
1361 13th Ave. S., Ste 230
Jacksonville Beach, Fl 32250

Re: COJ – Montgomery Correctional Center (MCC) – New Shooting Range Storage Building (no new parking) (Taking civil and landscape design plans 90% for the purpose of obtaining a construction GMP)

Dear Scott:

I appreciate the opportunity to provide you with this proposal for engineering services, which is based on our meeting on site and discussions with the City to obtain survey and geotechnical data, and develop civil and landscape plans to the 90% level for be able to obtain construction GMP. This fee proposal is based on utilizing the COJ adjacent constructed development plans and confirming the ability to utilize the existing stormwater pond system, which ultimately would require a major permit modification. Thus, while this proposal does not include formal agency permitting, beyond COJ DMG (10 set), it will include initial levels if St. Johns River Water Management District (WMD) and Utility (FDEP) coordination of understandings. With that, it is also understood COJ will be providing surveys to a level needed by GBA to perform the design and permitting services. It is understood that the sewer will require a sewer pump station and will connect via a new sewer force main (FM) to an existing sewer pump station's FM that serves the existing range building. In regards to the water, with an understanding the nearest water main is approximately 500' from the nearest point of the new building, a water main extension will be required. There are previously known and noted concerns of fire flow off that existing 6" water main, and the ability for more than one hydrant to be served off a single non-looped water main, so the City will be required to apply / participate with the Fire Marshall's office in a possible application for a fire variance.

Given the use of the facility and the plans not showing any on campus sidewalk connections, it is also understood the standard ADA campus sidewalk interconnections are not required.

Our scope generally includes preparation of a finalized site plan, civil construction documents, and submitting applications for the permits needed for construction. A detailed scope of our services is limited to the following:

PART I. - DUE DILLIGENCE & SITE PLANNING

A. Goodson, Bergen & Associates, Inc. (GBA) will utilize the owner (COJ) provided survey and base the plan completion off the architect's concept plan to make any adjustments needed. ADA access will be from the parking to building entrance only (no campus master ADA connectivity). (One new preliminary site plan will be prepared and one set of comments addressed under the lump sum).

B. GBA will have a pre-application conference with the St. Johns River Water Management District (WMD) regarding the required Environmental Resource Permit (stormwater). GBA will submit for formal permitting under the 100% design and permitting program.

C. GBA will obtain Geotech reports and coordinate with a geotechnical engineer (GBA-retained).

D. GBA will assist the COJ in their preparation and submittal of the needed concurrency documents.

E. GBA will coordinate with the local utility company for water and sewer utility connection points and availability.

F. GBA will request a fire flow test for the nearest fire hydrant.

PART I. - LUMP SUM $ 3,261.66

PART II. - ENGINEERING

Note: The 90% plans will be completed to a level ready for permit submittals to occur under the 100% completion program).

A. Goodson, Bergen & Associates, Inc. (GBA) will prepare a final detailed site horizontal control plan for the building and related site improvements (no vehicular use area improvements, other that improvements directly adjacent to the buildings loading dock).

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

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

D. GBA shall prepare an erosion control plan/details and notes which shall be a basic guideline for turbidity/erosion control. The contractor is responsible for obtaining of the DEP NOI permit.

E. GBA, is assuming that a water main will need to be extended approximately 250' – 500' to provide minimum level of fire hydrant coverage to the furthest point of the building. The sewer lateral will connect to a new seer pump station and FM routed to the existing FM approximately 400' from the building. Thus GBA will generate an on-site water and sewer utility plan.

F. GBA will prepare a paving & grading plan and associated details to accommodate the site improvements and stormwater collection system. Grading will be performed such that the site improvements will properly drain and conform to current handicap accessibility (ADA) guidelines as previously noted.

G. GBA will coordinate with a Landscape Architect (retained by GBA) for their preparation of a code minimum level landscape and irrigation design.

H. GBA will provide a standard Maintenance of Traffic (MOT) guideline plan, if needed.

PART II. - LUMP SUM $ 13,839.53

PART III. - PERMITTING

GBA will prepare and make application to COJ's DMG (10 set) review. No other permitting is included in this fee proposal.

PART III. - LUMP SUM $1,765.85

PART IV. - CONSTRUCTION ADMINISTRATION & MEETINGS

(The "CA" scope has been excluded from the proposal / contract)
Meetings:

This proposal contains an initial kickoff meeting, a meeting during site plan development, 2 agency meetings, and a 90% GMP meeting, and one other impromptu meeting requested by the owner or architect for a total of five meetings. Any other meeting above these five will be billed hourly.

Construction Administration:

Services can be provided to any level requested on a specific lump sum to scope or all on a Time and Material basis. Included in the provided lump sum fee below consists of:

- Review of shop drawings
- One final site "punch list" site review

PART IV. – LUMP SUM $ 1,200.00

PART V. - SUBCONSULTANT DISCIPLINES

(a) LANDSCAPE & IRRIGATION DESIGN SERVICES (code minimum level design)

Provided by GBA (sub-BlueLeaf Landscape (code minimum))

PART V.(a) – LUMP SUM $ 2,500.00

(b) DESIGN SURVEY

Provided by COJ (not included in GBA fee)

PART V.(b) – LUMP SUM $ 0.00

(c) GEOTECHNICAL ENGINEERING

Provided by GBA (sub-Universal Engineering Sciences)

PART V.(c) – LUMP SUM $3,000.00

(d) ENVIRONMENTAL SERVICES

Provided by others

PART V.(d) – LUMP SUM $ 0.00

(e) TRAFFIC STUDIES

Provided by others

PART V.(e) – LUMP SUM $ 0.00

PART VI. - EXPENSES

Costs such as printing, plotting, blue lines, copies, parcel deliveries, and travel shall be invoiced in accordance with the GBA general conditions and rate schedule. This will be a direct reimbursable. The fire flow test will be $400.00.

PART VII. - ADDITIONAL & FULL CONSTRUCTION ADMINISTRATION SERVICES

Property acquisition assistance, existing sign issues, easement issues, concurrency extensions, meetings, calculations, plan revisions, construction administration, or any other items beyond the above stated scope of work, and any changes by the Owner or Architect that affect the site layouts, parking, utilities, or structures after preliminary site plan approval will be billed at attached hourly rate.

PART VII. – TIME & MATERIAL (T&M)
(In accordance with Rate Schedule)

LUMP SUM FEE SUMMARY:

I. DUE DILLIGENCE & SITE PLANNING: $3,261.66
II. ENGINEERING: $13,839.53
III. PERMITTING: $1,765.85
IV. CONSTRUCTION ADMINISTRATION & MEETINGS: $1,200.00 (excluding CA portion)
V.(a) LANDSCAPE & IRRIGATION DESIGN SERVICES: $2,500.00
V.(b) DESIGN SURVEY: $0.00
V.(c) GEOTECHNICAL ENGINEERING: $3,000.00
V.(d) ENVIRONMENTAL SERVICES: $0.00
V.(e) TRAFFIC STUDIES: $0.00
Fire flow test fee: $400.00 (NOT INCLUDED in the below lump sum fee as it will be a direct reimbursement but shown to make sure these costs are included in the overall proposal budget. While it is anticipated COJ will be exempt from COJ DMG application fees, should these review fees be required, a budget of $773.00 should be applied.

LUMP SUM TOTAL: 25,567.04

EXCLUSIONS

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

- Improvements to existing City/State roads, ditches, stormwater facilities, utility easements, parking areas or other off-site features
- Any formal agency permitting application submittals (Beyond COJ DMG (10 set))
- Rezoning, zoning, variance issues/administrative deviations
- Land or Easement acquisition / modification issues
- Traffic Study / Traffic Signal Warrant
- Detailed/extensive Maintenance of Traffic design beyond standard City/County/FDOT index guidelines
- Surveys of any kind
- GPR / underground utility location services
- Geotechnical investigation (beyond the scope provided by Universal Engineering Sciences)
- Environmental/Wetland/Wildlife/Archeological Identification, Studies, Flagging, Permitting or contamination issues
- Any Construction administration services
- Construction testing
- Hardscape designs of any kind
- Stormwater pump systems
- Offsite Drainage improvements or studies
- Groundwater studies/control designs
- Structural Designs (including foundations, bulkheads, retaining walls, or stormwater vaults)
- Building or Site Fire Protection studies/analysis/design (beyond a water main extension and addition of a fire hydrant).
- Existing on-site underground utility relocations or modifications (beyond that specifically noted, such as the water main for fire protection)
- Water, sewer or utility modification, upgrades, or improvement beyond that noted in the scope
- Directional drilling design of utilities
- Existing Sewer pump station modifications or permitting
- Well design or permitting
- Flood zone / flood plain issues, Letter of Map Amendment or Revision.
- Site lighting/electrical design
- Upgrading of any existing on-site improvements other than specified in this proposal
- LEED or any other "green" building processes
- Offsite / campus ADA sidewalk improvements
- FDOT permitting of any kind
- FDEP Permitting of any kind
- Permit or application fees (understanding COJ likely exempt from COJ application and other fees.)

ASSUMPTIONS/CLARIFICATIONS

In this proposal, it is understood that there are no defined development restriction issues beyond the standard City/County code criteria, Utility Authority standards, and the WMD regulations. Any construction administration beyond that specified in Part IV will be on a time and material basis. Additionally, and to clarify, this proposal does not include any formal permit application submittals beyond the COJ DMG (10 set) application submittal.

While we have listed some exclusions above, should any services beyond our scopes listed in Parts I through IV above be needed, they can be provided on an additional lump sum or on a time and material basis in accordance with the attached rate schedule. Although our proposal includes submitting some permit applications (fees paid by owner), GBA cannot guarantee that all required permits can be obtained. Should any understood scopes change, the fee proposal will be adjusted to fit the final scope needed.

Under this agreement GBA does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. If the client desires project construction observation, he shall request such services be provided by GBA as Additional Services in accordance with other agreed terms. GBA shall not be responsible for project safety such as required by OSHA or other regulatory requirements.

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

+

Sincerely,

GOODSON, BERGEN & ASSOC., INC.

Edward L. Goodson
Principal

Jeffrey E. Bergen, PE
Principal

ELG/elg

Attachments: Rate Schedule – General Conditions

Accepted By:_____

Signature Typewritten Name & Title Date

CONTRACT FEE SUMMARY FORMAT
CITY OF JACKSONVILLE, FLORIDA

EXHIBIT M-1

PART I - GENERAL

1. Project **MCC New Shooting Range Storage Building - 90% Construction Documents**	**2. Proposal Number** 1
3. Name of Consultant Goodson Bergen & Associates	**4. Date of Proposal** 12/11/2020

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 57.67	9	$ 519.03	
Project Manager	$ 45.67	59	$ 2,694.53	
Project Engineer	$ 40.59	59	$ 2,394.81	
Cadd Technicain	$ 22.00	47	$ 1,034.00	
Contract Admin.	$ -	0	$ 0.00	
Clerical	$ 21.97	11	$ 241.67	
Landscape Architect	$ 52.94	0	$ 0.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TBD	$ -	1	$ 0.00	
TOTAL DIRECT LABOR	**$ 36.62**	**188**		$ 6,884.04
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	165 % x Total Direct Labor			$ 11,359.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 18,243.04
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,824.00
9. SUBCONSULTANT COORDINATION: Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs		
Original Media	$ 0.00	
Reproduction	$ 0.00	
Transportation	$ 0.00	
Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL (FIRE FLOW TES	$ 400.00	$ 400.00
11. SUBCONTRACTS (Lump Sum)		
Landscape Architect	$ 2,500.00	
Survey (not included)	$ 0.00	
Geotechnical	$ 3,000.00	
	$	
	$	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL	$	$ 5,500.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 25,967.04
12. Reimbursable Costs - Limiting Amount		
	$ 0.00	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	**$ 25,967.04**

MISCELLANEOUS DIRECT COST

EXHIBIT M-1

Project Name: **MCC New Shooting Range Storage Building - Construction Administration**
Consultant: Goodson Bergen & Associates
RFP NO.: 0
Prepared by: Edward L Goodson
Date: 12/11/20 ENB Job No. 20068

ITEM DESCRIPTION						ITEM TOTAL	COMMENTS
Original Mylar Reproducibles	0	Sheets @	$0.00	Per Sheet =			Not in scope
Project Electronic Files on CD	0	CD's @	$10.00	Per CD		$0.00	Not in scope
Reproduction (Black Lines and Photocopies)							
	Sets	Black Line 22 x 34	Black Line 11"x17"	Photocopy 8 1/2" x 11"			
	0	-	-		Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
					Sheets		
	Total Sheets	0	0	0			
Cost:	22 x 34	0	Sheets @	$ 0.72 =	$0.00		
	11"x17"	0	Sheets @	$ 0.20 =	$0.00		
	8 1/2" x 11"	0	Sheets @	$ 0.10 =	$0.00	$0.00	
Travel From: Consultant Office Location to Destination (Round Trip Miles)							
Destination	# Trips			Per Mile			
Project Site	1 x 0	miles x	$0.58 =	$0.00			
City of Jacksonville	1 x 0	miles x	$0.58 =	$0.00			
Auld & White	1 x 0	miles x	$0.58 =	$0.00			
						$0.00	
Shipping	0	Deliveries	$ 25.00	Each		$0.00	
TOTAL COST						$0.00	

ESTIMATE OF WORK EFFORT AND FEE

EXHIBIT M-1

Project Name: **MCC New Shooting Range Storage Building - 90% Construction Documents**
Consultant: Goodson Bergen & Associates
RFP NO.: 0
Prepared by: Edward L Goodson
Date: 12/11/20 ENB Job No. 20068

No. / ACTIVITY	Principal Rate = $ 57.67		Project Manager Rate = $ 45.67		Project Engineer Rate = $ 40.59		Cadd Technicain Rate = $ 22.00		Contract Admin. Rate = $ -		Clerical Rate = $ 21.97	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
1 Due Diligence	2	$115.34	16	$730.72	8	$324.72	3	$66.00	0	$0.00	4	$87.88
2 Engineering	5	$288.35	35	$1,598.45	49	$1,988.91	43	$946.00	0	$0.00	6	$131.82
3 Permitting	2	$115.34	8	$365.36	2	$81.18	1	$22.00	0	$0.00	1	$21.97
4	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
5 Sub-Consultant Services	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00
6 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
7 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
8 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
9 (TBD)		$0.00		$0.00		$0.00		$0		$0.00		$0.00
TOTAL	9	$519.03	59	$2,694.53	59	$2,394.81	47	$1,034.00	0	$0.00	11	$241.67

No. / ACTIVITY	Landscape Architect Rate = $ 52.94		TBD Rate = $ -		TBD Rate = $ -		TBD Rate = $ -		Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost				
1 Due Diligence	0	$0.00	1	$0.00	1	$0.00	1	$0.00	36	$1,324.66	$36.80	19.2
2 Engineering		$0.00		$0.00		$0.00		$0.00	138	$4,953.53	$35.90	72.0
3 Permitting		$0.00		$0.00		$0.00		$0.00	14	$605.85	$43.28	8.8
4 0		$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
5 Sub-Consultant Services	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	$0.00	0.0
6 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
7 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
8 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
9 (TBD)		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	0.0
TOTAL	0	$0.00	1	$0.00	1	$0.00	1	$0.00	188	$6,884.04	$36.62	100.0

EXHIBIT M-1

GOODSON, BERGEN & ASSOCIATES CONSULTING ENGINEERS, INC.

RATE SCHEDULE

Effective January 1, 2019

Principal	$ 175.00
Senior Project Manager	$ 150.00
Project Manager/Sr. Project Engineer	$ 140.00
Project Engineer/Sr. Designer/Field Representative	$ 125.00
Designer	$ 100.00
CADD Technician	$ 85.00
Administration	$ 55.00

(Rates Subject To Change)

GENERAL CONDITIONS

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

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

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

2. **Lump Sum Fees:** The lump sum fees and corresponding scope of work has been formulated based on existing regulatory codes, ordinances and procedures known to GBA on the date of the proposal preparation. In the event of subsequent regulatory changes that require revisions to work completed, or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph One (1) herein. Lump sum fees are valid for period of six months from the date of proposal. Should the project extend beyond the one year period, GBA reserves the right to modify the required fees for the remaining tasks of the project.

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

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

3. **Permit/Zoning:** This agreement does not include application fees to any regulatory agency. We require the client to furnish the appropriate fee at the time applications are submitted.

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

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

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

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

5. **Cost Opinions/Electronic data:** Preliminary and detailed estimates of construction cost, if any, represent our best judgment as a design professional familiar with the construction industry. It is recognized, however, that GBA has no control over the cost of labor, materials or equipment, over the construction methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, GBA cannot and does not warrant or represent that bids or negotiated prices will not vary from the owner's project budget or from any cost estimate of construction cost or evaluation prepared or agreed to by GBA. GBA retains sole ownership of its electronic files, and only at GBA's discretion will electronic files be provided.

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

EXHIBIT M-1

UNIVERSAL
ENGINEERING SCIENCES
Consultants in: Geotechnical Engineering • Environmental Engineering • Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

Offices in:
• Daytona Beach, FL
• Fort Myers, FL
• Fort Pierce, FL
• Gainesville, FL
• Jacksonville, FL
• Leesburg, FL
• Miami, FL
• Norcross, GA
• Ocala, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

November 4, 2020

Goodson, Bergen & Associates
10175 Fortune Parkway – Suite 403
Jacksonville, Florida 32256

Attention: Mr. Ed Goodson

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
Montgomery Correctional Institute Shooting Range Building
Jacksonville, Florida
UES Proposal No. 1816134

Dear Mr. Goodson:

Universal Engineering Sciences (UES) is pleased to submit this proposal for providing geotechnical services for your project. Included in this proposal is an outline of the project information, proposed exploration, and schedule.

PROJECT INFORMATION

Project information was provided to us through recent correspondence with you. We understand the project consists of a shooting range building at the existing Montgomery Correctional Institute facility in Jacksonville, Florida.. The project will also include adjacent pavement areas and stormwater management improvements. Detailed structural loads have not been provided, therefore we assume maximum column and wall loads of 75 kips and 2 klf, respectively. Detailed grading information has not been provided, therefore we assume a maximum of 2 feet of elevating fill may be required to achieve the finish grades.

PROPOSED GEOTECHNICAL EXPLORATION

Based on our understanding of the project, as requested, we propose to drill two standard penetration test (SPT) borings in the proposed building area to depths of 20 feet, three auger borings in the proposed pavement areas to depths of 6 feet, and one auger boring in the proposed retention area to a depth of 15 feet. We will perform one double ring infiltrometer test in the proposed retention area at a depth of 2 feet and will obtain one horizontal tube sample at a depth of two feet for laboratory falling-head permeability testing.

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

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

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

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

A professional engineer, registered in the State of Florida, who has specialized in geotechnical engineering will direct and supervise our work. A report which describes our exploration and documents the subsurface conditions encountered will be provided for you. This report will include the following:

1. A brief discussion of our understanding of the planned construction and imposed loads.

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

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

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

5. Recommendations for foundation design parameters.

6. Recommendations for pavement design parameters.

7. Recommendations for site preparation procedures.

8. An evaluation of the suitability of the soils encountered in the proposed retention area for use as structural fill.

UES Proposal No. 1816134
November 4, 2020

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory testing, and the preliminary engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a **lump sum fee of $3,000.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate the field services within 7 to 10 days after receipt of written authorization to proceed with the field exploration complete in one day. We can provide preliminary verbal results as soon as the drilling has been completed in order to expedite the design process, upon request. The final report should be available within four weeks after notice to proceed.

We have included a short form authorization agreement. In order to expedite our internal project tracking requirements, please execute this document and return one copy to our office.

We appreciate your consideration of Universal Engineering Sciences for these services and are looking forward to serving as your geotechnical consultant on this and other future projects.

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES, LLC

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

SRW/srw

EXHIBIT M-1

UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

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

PROJECT NAME: Montgomery Correctional Institute Shooting Range Building

PROJECT LOCATION: Jacksonville, Florida

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

DATE: November 4, 2020

CLIENT ADDRESS: 10175 Fortune Parkway Suite 403
Jacksonville, FL 32256

PHONE NO.: 904-519-7770
email: egoodson@gbacivil.com

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 1816134
(Attached)

Lump Sum Fee - $3,000.00

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

A. UES General Conditions
B. UES Proposal Dated: November 4, 2020
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

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

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

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

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

Address: _____

Attention: _____ Title: _____

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

CLIENT		UNIVERSAL ENGINEERING SCIENCES, LLC	
BY (Signature)		BY (Signature)	
PRINTED NAME		PRINTED NAME	Stephen R. Weaver, P..E.
TITLE		TITLE	Geotechnical Services Manager
DATE		DATE	November 4, 2020

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, LLC
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32256-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748

EXHIBIT M-1

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' agents, employees, professional staff, and subcontractors.*

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

1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.

1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

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

2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

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

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

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

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

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

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

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

6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.

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

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

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

SECTION 8: RISK ALLOCATION

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

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

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

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. 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, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

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

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

SECTION 14. INTEGRATION CLAUSE

14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SUBJECT: RFQ FOR D/B SVCS OF VERTICAL/ARCHITECTURAL PROJECTS

BID # CDB-0007-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on February 4, 2016; 02/11/16 Auld & White Constructors, LLC was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

Recommend approval of award to include the rate sheets as part of Exhibit A, as they were omitted from original award. No additional changes are needed.

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Thomas N. Fallin, P.E., Chief, Engineering & Construction Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 6-16-16

Teresa R. Eichar

OTHER _____

ACTION OF AWARDING AUTHORITY

NR APPROVED ✓ DATE 6/16/16

OTHER: _____ DISAPPROVED: _____

Sam E. Mousa
Chief Administrative Officer
Executive Director / Curry
Urban Redevelopment Authority

SIGNATURE OF AUTHENTICATION _____

BID # CDB-0007-16

...D SVCS OF VERTICAL/ARCHITECTURAL PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on February 4, 2016. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) Auld & White Constructors, LLC (Score 116)
3) Saur, Inc. (Score 115)
2) Stellar Group, Inc. (Score 115.5)

Recommend approval of award to Auld & White Constructors, LLC, as receiving the highest score in accordance with the evaluation and ranking above. Period of Service will be five (5) years from effective date of contract with funding not-to-exceed $6,000,000.00 annually. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER _____
For - MARILYN LAIDLER
SBO

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Thomas N. Fallin, P.E., Acting Chief-Engineering & Construction Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 2/11/16

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DATE 2/11/16

OTHER: _____ DISAPPROVED: _____

SIGNATURE OF AUTHENTICATION _____

SUBJECT: RFQ- FOR DESIGN-BUILD SERVICES OF VERTICAL/ARCHITECTURAL PROJECTS

BID # CDB-0007-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Based upon the proposal evaluation, the average scores and rankings are as follows and two with tie scores (Listed in alphabetical order):

1) Auld & White Constructors, LLC (Score 87.5)
1) Sauer, Inc. (Score 87.5)
3) Stellar Group, Inc. (Score 86.5)

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to conduct formal interviews with each of the three-top ranked Firms.

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation, Section 2.6, JSEB Letter

BUYER for MARILYN LAIDLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief-Engineering & Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 1-14-16

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED

DATE 1/14/16

OTHER:

DISAPPROVED

SIGNATURE OF AUTHENTICATION

Chief Administrative Officer