SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16** 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 Fletcher Morgan Park Parking Lot Improvements project Amendment 14A with ACON Construction, Co., Inc. (contract #8150-15), was awarded on 04/05/18 in the amount of $26,402.20; Change Order #1 for Amendment 14B was awarded on 08/02/18 in the amount of $70,417.60 .

Recommend approval of change order #2 with ACON Construction Company, Inc., to provide final design and construction for the parking lot for the Fletcher Morgan Park Parking Lot Lighting Improvements. This incorporates the attached, scope and fee summary, Exhibit "P-3", in the increase guaranteed maximum price of $97,750.30 which includes $10,000.00 in contingency with completion of work 120 days from issuance of notice-to-proceed. Total revised new guaranteed maximum price not-to-exceed $194,570.10.

Funding for this award to be encumbered account(s): RPCP32EF5720-06505-CC0036-05 to be executed by contract Amendment 14C through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit P-3", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce P.E., Director of Operations Public Works Department/Daryl Joseph, Director, Parks, Recreation and Community Services**

(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 11, 2019

TO: Gregory W. Pease
Chief of Procurement

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

FROM: William J. Joyce, PE
Director of Operations

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Fletcher Morgan Park Parking Lot Improvements AMENDMENT 14C
RPCP32EF5720-06505-CC0036-05 $97,750.30

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the subject project was awarded by Amendment 14A in the amount of $26,402.20 to provide 60% design. Amendment 14B provided final design and construction of the parking lot. Amendment 14C is to provide final design and construction for the parking lot for the Fletcher Morgan Park Parking Lot Lighting Improvements. Negotiations have resulted in the GMP amount of $97,750.30, which includes $10,000 in contingency, as indicated on the attached Scope & Fee Summary, Exhibit P-3 and allowing for the completion of the work 120 days from notice to proceed. EBO goals of 10% continue to be met.

Accordingly, this is to recommend that Contract No #8150-15, Amendment 14A, originally executed May 22, 2018, between the City and Acon Construction Co., Inc., for Fletcher Morgan Park Parking Lot be amended to incorporate the attached Scope and Fee Summary, Exhibit P-3 to increase the GMP amount by $97,750.30 to a new GMP amount of $194,570.10, known as Amendment 14C.

WJJ/lw

Attachment: Exhibit P-3

cc: Robert Scott, P.E., Project Manager
Lori West, Public Works Contract Specialist

ab

EXHIBIT P-3

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Nov 1, 2018

City of Jacksonville
Department of Public Works
Engineering and Construction Management
214 N. Hogan Street
Jacksonville, FL 32202

Attention: Mr. Ed Starnes, P.E., J.D.
Acting Chief of Engineering and Construction Management
Reference: Fletcher Morgan Parking Lot Lighting Construction
DB Contract #8150-15

Mr. Starnes,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide final design and construction for parking lot lighting as proposed in 60% drawings and reviews with comments from COJ and DCPS. The scope is outlined in the attached proposals from our sub consultants and contractors. A contingency was added in case sleeves may fail or other issues arise during construction.

Our Guaranteed Maximum Price (GMP) for this project as stated is $97,750.30.

The Guaranteed Completion Date (GCD) will be 120 days from Notice to Proceed. ACON will push the schedule to complete much faster if material suppliers cooperate.

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,

Frank Anderson
Construction Manager

AGON Construction Company

DB Contract 8150-15

Fletcher Morgan Parking Lot Lighting DATE: Sep 11, 2018

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	16	$110.00	$1,760.00
	Supervision	Hrs	20	$75.00	$1,500.00
	Adlministration	Hrs	16	$80.00	$1,280.00
	Electrical Design Completion	LS	1	$7,333.00	$7,333.00
	Electrical Contractor	LS	1	$67,900.00	$67,900.00
	Subtotal				$79,773.00
	DB Fee 10%	LS	1	$7,977.30	$7,977.30
	Contingency	LS	1	$10,000.00	$10,000.00
			TOTAL		$97,750.30

EXHIBIT P-3

OHMEGA
The Ohmega Group, LLC | Be Brilliant

1756 Silver Street | Jacksonville, Florida 32206
T | 904 807 6512 e-Fax | 904 807 6550
W | OhmegaGroup.com

July 6, 2018

Frank A. Anderson
Project Manager
ACON Construction Co, Inc
3653 Regent Blvd, Suite 401
Jacksonville, FL 32224

City of Jacksonville, Fletcher Morgan Park, Jacksonville, Florida
Proposal for Electrical Engineering Consulting Services
100% Design / Bidding / CA Services

Dear Frank,

In response to your request on July 5, 2018, and in response to your immediate needs, we are pleased to submit this proposal for electrical engineering consulting services for the subject project. Please review the scope of work for compliance with your objectives. If the scope, schedule and fee are satisfactory, please sign and return a copy of this document to **OHMEGA**. Receipt of this signed document from the Client and frozen architectural background templates will constitute a notice-to-proceed for the production of engineering drawings and specifications under the terms of this proposal. Work will not commence without this signed proposal.

I. Scope of Work

Provide electrical engineering design development services as required for the installation of new site area lighting for the parking areas. The scope will include pole mounted LED area lighting, power and controls.

The client will provide all CAD background drawings and other pertinent information as required to complete the scope. CAD drawings and specifications will be provided as project deliverables.

The following tasks will be performed under the terms of this proposal.

A. Initial Site Investigation
B. Project Kick-off and Review Meetings
C. Lighting design including:
   1. Exterior lighting
   2. Photometric calculations based on the requirements of FBC, COJ and the Illuminating Engineering Society of North America (IESNA.)
   3. Lighting controls for energy-efficient use of lighting
   4. Review Lighting Submittals
D. Power distribution system including:
   1. Electrical circuiting, risers and panel schedules

Oh
Be Brilliant.

[Proposal 2018-59 – CO] Fletcher Morgan Park 100%]

2. Electrical load calculations

E. Code Compliance:
   1. National Electric Code (NFPA 70), latest version
   2. Florida Building Code (FBC), latest version
   3. County Building Department

F. Technical Specifications

G. Bidding

H. Construction Administration Services, including:
   1. Response to contractor RFIs
   2. Construction site visits (2 each)
   3. Shop drawing review
   4. Final inspection & punch list

II. Exclusions / Additional Services

The following items are not included in the base Scope of Work:

A. Client Changes after Final Documents

B. Professional Engineer Sign & Seal of permit documents

C. Estimates of Probable Construction Cost (Cost Opinion)
   1. *In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. This Consultant suggest that the Client should consider retaining an independent cost estimator at the Client's expense:*
      a. *A cost estimator can be more precise than this Consultant, and*
      b. *If the Client declines to do this, he or she acknowledges that any estimate of probable cost provided by this Consultant is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price*

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of Seven Thousand Three Hundred Thirty-Three Dollars **(US$ 7,333.00)** for 100% design, bidding & construction phase services.

This proposed fee shall be valid for a period of **30** days from the date of this Agreement. After 30 days, the fee will be evaluated to compensate for direct labor cost escalations.

TERMS & CONDITIONS

OHMEGA (hereafter referred to as Consultant) shall perform the services outlined in this proposal letter agreement for the stated fee.

IV. Additional Services

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table below. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

[Proposal 2018-59 – COJ Fletcher Morgan Park 100%]

Classification	Hourly Rate
Principal Engineer / Project Director	$ 206.97
Sr. Engineer / Project Manager	$ 171.66
Project Engineer	$ 143.04
CADD Technician	$ 103.17
Clerical / Admin Asst	$ 74.05

V. Reimbursable Expenses

All reimbursable expenses incurred during the performance of the Scope of Work will be invoiced as charged at a multiplier of 1.1 during the first 30 days of the invoice. After 30 days, this shall be subject to the 1.5% late payment charge as outlined in Section XII. These expenses may include reproducibles such as blueprints, copies, photographs, large format plots as well as courier, mail, etc. Reimbursable expenses include actual expenses incurred by OHMEGA directly or indirectly in connection with the project.

VI. Standard of Care

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professional performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, expressed or implied, with respect to the services rendered hereunder.

VII. Design Professional Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

VIII. Limitation of Liability

To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, shall not exceed the total compensation received by Consultant under this Agreement or the total sum paid on behalf of or to the Consultant by the Consultant's insurers in settlement or satisfaction of

[Proposal 2018-59 – COJ Fletcher Morgan Park 100%]

Owner's claims under the terms and conditions of Consultant's insurance policies applicable thereto, whichever is greater.

IX. Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

X. Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

XI. Termination

This agreement may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the party initiating the termination. If this Agreement is terminated, the Client shall pay **OHMEGA** for the work satisfactorily completed up to the date of termination or suspension. The Client shall provide for fair notice and opportunity to cure before termination.

XII. Project Delivery Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

A set of the final signed and sealed construction documents will be submitted to the Client within a reasonable time frame after receipt of signed authorization to proceed with the Scope of Work outlined herein and all working templates. In the case of the Client's request to accelerate the deliverable schedule, an additional expediting fee will be required to account for overtime hours required to meet the client's schedule. Any Client changes required after submittal of the final documents will be charged as Additional Services as outlined above.

The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

NOTICE OF DELAY

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the

[Proposal 2018-59 – CO] Fletcher Morgan Park 100%]

control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

XIII. Ownership of Documents
All documents produced by **OHMEGA** under the terms of this agreement are copyrighted solely for the use on the subject project and shall remain the property of The Ohmega Group and may not be reused by the Client for any other purpose without the written approval of The Ohmega Group. Where approved by The Ohmega Group, a reuse fee shall be required prior to the authorized reuse of the design documents.

XIV. Payment Schedule
Final Payment shall be received no more than Thirty (30) days of the date of the invoice. In the event Payment is dependent of the Client's receipt of payment from a third party for services herein, Client may make payment to **OHMEGA** within the lesser of ten (10) days of receipt of payment from the third party or within forty-five (45) days of the date of the invoice. Any amounts due, but not paid when due, will bear a late payment charge of 1.5% per month for all outstanding invoices. These costs are necessary to cover the interest charges on our corporate line-of-credit and operating expenses to fulfill our financial obligations. In the event of excessive late payments, **OHMEGA** may exercise its right to stop work until payment is received. The Client shall be responsible for all collection fees, court fees and attorney fees as required to collect outstanding unpaid balances.

XV. Entire Agreement
This Agreement shall be governed by and construed according to the laws of the State of Florida.
This Agreement constitutes the entire and integrated Agreement between the Client and **OHMEGA** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, or canceled by written instrument by an authorized representative of each party.

Mark A. Morley

Mark A. Morley, PE, RCDD
President

This is your authorization for **OHMEGA** to complete the Scope of Work as outlined above according to conditions of this Proposal.

Acceptance Signed by: _____

Date: _____

Print name: _____

When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties under the laws of the State of Florida.

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

PART I - GENERAL

1. Project **City of Jacksonville Fletcher Morgan Park** **100%/Bidding/CA/Design Fees**	**2. Proposal Number** 2018-59
3. Name of Consultant The Ohmega Group, LLC	**4. Date of Proposal** 7/6/2018

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$67.85	3	$ 203.55	
Project Manager	$56.28	14	$ 787.92	
Staff Engineer	$37.51	26	$ 975.26	
Technical Designer	$33.82	16	$ 541.12	
CADD Drafter	$19.31	0	$ 0.00	
Clerical / Admin	$24.28	0	0.00	
TOTAL DIRECT LABOR	$ 42.51	59		$ 2,507.85
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	165.24 % x Total Direct Labor			$ 4,144.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 6,651.85
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 665.00
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	$	$ -
11. SUBCONTRACTS (Lump Sum)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$	
	$	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL	$	$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 7,316.85
12. Reimbursable Costs - Limiting Amount		
	$ 16.50	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ 16.50

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	$ 7,333.00

EXHIBIT P-3

Vilano Electric Inc.

14286-19 Beach Blvd. #394
Jacksonville, Fl 32250

Phone #	904-641-0868
Fax #	904-641-9288
vilanoe@bellsouth.net	

Estimate

Date	Estimate #
9/5/2018	6016

Name / Address
Fletcher Morgan

Project
Fletcher Morgan

Description	Total
Furnish and Install 100 Amp Service Panel L1A Lighting Contractor (Not Musco) Site Lighting Package Conduit, wire, and trenching Use existing sleeves	67,900.00
Thank you for your consideration!	**Total** $67,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance withing _____ days and is void thereafter at the option of the undersigned. Signature _____

EC0002978

EXHIBIT P-3

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Fletcher Morgan Parking Lot Lighting
Project No.: 8150-15
Date: September 11, 2018

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	None*			
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: August 7, 2018

*No JSEB this proposal, but overall contract 10% will be maintained

SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16**

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 Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Fletcher Morgan Park Parking Lot Improvements project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $26,402.20. The scope of award is to provide 60% design for drainage improvements and parking lot lightings. This incorporates the attached, scope and fee summary, Exhibit "P-1", with completion of work 60 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-069505-PR0597-01 to be executed by contract Amendment 14A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 4/05/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/05/18

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16** 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 Fletcher Morgan Park Parking Lot Improvements project Amendment 14A with ACON Construction, Co., Inc. (contract #8150-15), was awarded on 04/05/18 in the amount of $26,402.20.

Recommend approval of change order #1 with ACON Construction Company, Inc., to provide final design and construction for Fletcher Morgan Park Parking Lot Improvements. This incorporates the attached, scope and fee summary, Exhibit "P-2", in the increase guaranteed maximum price of $70,417.60 with completion of work 90 days from issuance of notice-to-proceed. Total guaranteed maximum price not-to-exceed $96,819.80.

Funding for this award to be encumbered account(s): RPCP32EF5720-06505-CC0036-05 to be executed by contract Amendment 14B through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit P-2", Previous Award(s)

BUYER Marilyn Laidler
ECR MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce P.E., Director of Operations Public Works Department/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 8/02/18

OTHER

ACTION OF AWARDING AUTHORITY DATE 8/02/18

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: RFQ FOR D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

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 January 21, 2016; 01-28-16 ACON Construction Company, Inc. (contract #3150-16) 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

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 Ø DATE: 7-14-16

Teresa R. Eichner

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED

DATE 7/14/16

OTHER:

SIGNATURE OF AUTHENTICATION

BID # CDB-0008-16

PASSIVE PARK 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 January 21, 2016. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) ACON Construction Company, Inc. - 133
2) Hagar Construction- 125.5

Recommend approval of award to ACON Construction Company, Inc., 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 Marilyn Ladler
MARILYN LADLER

RESPECTFULLY SUBMITTED David Pearson
for - 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: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED _____ DISAPPROVED: _____ DATE 1/28/16

Sat E Mouse
Administrative Officer

OTHER:

SIGNATURE OF AUTHENTICATION

SUBJECT: RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

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 received only two responses, they have been evaluated. Based upon the proposal evaluation, the average scores and rankings are as follows (Listed in alphabetical order):

2) ACON- 75
1) Hagar Construction- 78.5

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to accept the two responses and conduct formal interviews with each firm.

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

BUYER Marilyn Laidler
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: 12-30-15

OTHER _____

ACTION OF AWARDING AUTHORITY

DATE 1/01/16

APPROVED _____ DISAPPROVED _____

Joan E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry

OTHER: _____

SIGNATURE OF AUTHENTICATION

FISCAL MO/YEAR : 04 2019 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : CC0036 SAN SOUCI PARK/FLETCHER MORGAN PK
PROJECT DETAIL : 05 FLETCHER MORGAN PARKING LOT LIGHTING
GRANT :
GRANT DETAIL :
USER CODE :

S	JAN 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	200,000.00
EXPENDITURES	.00	68,056.87	68,056.87
ENCUMBRANCES	.00	-68,056.87	2,360.73
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	129,582.40

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED