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 J.P. Small Museum Renovation Project Amendment 17A with ACON Construction Company, Inc. (contract #8150-15), was awarded on 05/10/18 in the amount of $44,360.25.

Recommend approval of change order #1 to ACON Construction Company, Inc., in the amount of $409,104.59, which includes $30,000.00 in contingency, for final design, permitting, and construction for the J.P. Small Museum. This incorporates the attached, scope and fee summary, Exhibit "S-2", with guaranteed completion of 150 days from issuance of notice-to-proceed. Total new guaranteed maximum price not-to-exceed $453,464.84.

Funding for this award is to be encumbered by account(s): RPCP331F5720-06505-PR0060-05-PRC140-18 to be executed by contract Amendment 17B through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
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.

October 15, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: William J. Joyce, P. E.
Director of Operations

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – J.P. Small Museum Renovation Project AMENDMENT 17B
Account # RPCP331F5720-06505-PR0060-05-PRC140-18

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the subject project was awarded by Amendment 17A in the amount of $44,360.25 to provide 60% design. Amendment 17B is to provide final design, permitting, and construction for the J. P. Small Museum Renovation project. Negotiations have resulted in the GMP amount of $409,104.59, which includes $30,000.00 in contingency, as indicated on the attached Scope & Fee Summary, Exhibit S-2 and allowing for the completion of the work 150 days from notice to proceed. JSEB goals of 10% continue to be met.

Accordingly, this is to recommend that Contract 8150-15, Amendment 17A, originally executed June 5, 2018, between the City and Acon Construction Co., Inc. for J. P. Small Museum Renovation Project be amended to incorporate the attached Scope and Fee Summary, Exhibit S-2 to increase the GMP amount by $409,104.59 to a new GMP amount of $453,464.84, known as Amendment 17B.

WJJ/lw

Attachment: Exhibit S-2
JSEB Participation

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

ab

Exhibit S-2

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

Sep 11, 2018

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

Attention: Mr. William Joyce, P.E.
Chief of Engineering and Construction Management
Reference: JP Small Museum Construction
DB Contract #8150-15

Mr. Joyce,

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 the final design, permitting and construction of the renovations to the JP Small Museum per 60% design and further negotiations. Included with the original scope is the installation of a new electrical service and light locker. The existing circuits will be routed to the new service inside the light locker. The existing sports lighting circuit will be intercepted at a contactor inside the building and routed to a Musco Controller in the light locker.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is $409,104.59.

The Guaranteed Completion Date (GCD) will be determined through coordination with city officials on baseball and museum schedules.

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

Sincerely,

Frank Anderson
Construction Manager

DESIGN CRITERIA PACKAGE
For
J.P. SMALL MUSEUM RENOVATION
Final Design and Construction

A. Scope of Work

The scope of this project is to provide final design drawings, permitting and construction of the JP Small Museum per the 60% design that is already completed. The improvements are to include:

Expand the museum space and upgrade electrical and HVAC as required.
Make improvements to the weight room.
Upgrade the existing restrooms.
Construct a light locker.

B. Location of the Site

This project will be located at the existing J.P. Small Park, 1701 Myrtle Avenue.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $500,000.

D. Permits

The Design-Build firm shall be responsible for all required permits.

E. Public Access to the Park

J.P. Small Park will remain open for use by the public.

F. Schedule

Once the final drawings have been approved by the City, the Guaranteed Completion Date will be determined through coordination with the City based on baseball and museum schedules.

G. Working Hours

Allowable working hours shall be Monday through Friday from 7 a.m. until 6 p.m.

H. Fueling of Equipment

No fueling of equipment will be allowed on Park property. Fueling will have to take place off-site.

I. Staging Area

The Design-Build firm shall be responsible for meeting with the City on-site to gain approval for the location of a staging area for materials. Upon completion of the project, the staging area shall be restored to its previous condition.

J. Utility Locations

The Design-Build firm shall be responsible for calling for utility locates prior to starting construction.

ACON Construction Company

DB Contract 8150-15

JP Small Construction **DATE: 9/11/18**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management & Estimator	Hrs	100	$110.00	$11,000.00
	Supervision	Hrs	120	$75.00	$9,000.00
	Administration	Hrs	60	$75.00	$4,500.00
	Architectural Design Fees	LS	1	$21,799.12	$21,799.12
	Aplus JSEB Sub	LS	1	$125,421.00	$125,421.00
	Electrical Sub	LS	1	$121,300.00	$121,300.00
	HVAC Sub	LS	1	$31,500.00	$31,500.00
	Restroom Fixture Allowance	LS	1	$1,800.00	$1,800.00
	Permit	LS	1	$4,354.00	$4,354.00
	General Conditions	LS	1	$9,330.00	$9,330.00
	Subtotal				**$340,004.12**
	DB Fee 10%	LS	1	$34,000.41	$34,000.41
	DB Bond 1.5%	LS	1	$5,100.06	$5,100.06
	Contingency	LS	1	$30,000.00	$30,000.00
			TOTAL		**$409,104.59**

Exhibit S-2

V·R·L
Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

1449 Palm Avenue
Jacksonville, Florida 32207

Phone 904-723-3895

30 August 2018

ACON Construction Company, Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

Attn: Frank Anderson, Senior Project Manager

Re: J.P. Small Stadium Repairs
1701 Myrtle Avenue North
Jacksonville, FL
VRL Project #1721

Subject: Proposal for Professional Services for 100% Design Documents

Frank:

This proposal is based on our submittal for 60% and related modifications.

The Project Scope is as follows:

Museum

- Expand Museum space to adjacent concession area to the south.
- Relocate electrical service to the exterior light locker and remove partition from around existing electrical panels. Upgrade emergency and exit lights.
- Remove sink and countertop. Cap plumbing.
- Design a steel beam support for brick to remain above new opening in brick wall. Opening to be between 7'-6" and 8'-0".
- Complete upgrade of HVAC for expanded Museum.
- Two existing counter shutters on the exterior wall to be removed and replaced with windows.
- Paint walls and ceiling of new space; provide new flooring throughout the Museum. Complete Finish Schedule.
- Add new Museum lighting.
- Detail sealed opening from removed Counter shutters.
- Finish hardware schedule.

Weight Room

- Detail insulated wall.
- Add electrical connections for the new HVAC unit and upgrade emergency and exit lights.
- Specify athletic flooring.

Restrooms

- Detail new door opening from the Men's Locker Room to the existing vomitorium.
- Upgrade finishes in existing Unisex restroom.
- Upgrade finishes and fixtures in the existing Women's Group Restroom.
- Upgrade finishes and fixtures in the existing Men's Group Restroom in the Men's Locker Room. No accessibility improvements are included.

Architectural and Engineering Services Provided

VRL Architects will coordinate with City of Jacksonville Historic Preservation staff for required approval.

VRL will provide a permit set of documents to ACON Construction Company.

Compensation

VRL Architects will be lump sum compensated: $21,799.12

VRL Architects will invoice monthly based upon percentage of work completed.

We look forward to working with you on this project.

If this proposal is acceptable, our signatures below will constitute an agreement.

Sincerely,
VRL Architects, Inc.

Stephen F. Lazar, AIA, LEED AP

Accepted for ACON Construction

Attachment: VRL Exhibit "B" 100%

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER 9513 – VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR J.P. SMALL MUSEUM/WEIGHT ROOM
EXHIBIT "B" 100% PHASE

PART I - GENERAL	
1. Project **J.P. Small Museum/Weight Room** **100% PHASE**	2. Proposal No. 1721-01-C
3. Name of Consultant **VRL Architects, Inc**	4. Date of Proposal **30 August 2018**

PART II - LABOR RELATED COSTS				
5. Direct Labor **VRL Architects, Inc**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	8	$464.00	
Project Manager	$49.00	22	$1,078.00	
Design Architect	$43.00	20	$860.00	
Design Technician	$32.00		$0.00	
Drafter	$20.00	40	$800.00	
Field Inspector	$49.00	23	$1,127.00	
Clerical	$20.00	4	$80.00	
TOTAL DIRECT LABOR				$4,409.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		**150% X Total Direct Labor**		$6,613.50
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$11,022.50
8. **PROFIT: Labor Related Costs (Item 7)**		X	**10%**	$1,102.25
				$12,124.75

PART III - OTHER COSTS	
9. **MISCELLANEOUS DIRECT COSTS**	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. **SUB-CONTRACTS (Lump Sum)**	
The Ohmega Group (Electrical)	4,605.87
M.V.Cummings Engineers, Inc (Mechanical, Plumbing)	3,913.00
Atlantic Engineering Services (Structural)	$1,105.50
SUB-CONTRACT SUB-TOTAL	$9,624.37
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$21,749.12
11. **REIMBURSABLE COSTS (Limiting Amount)**	
a. Reproductions	50.00
b. Hazmat Study (AMEC Foster Wheeler)	0.00
SUB-TOTAL REIMBURSABLES	$50.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$21,799.12

Exhibit S-2

Consulting Engineers

August 29, 2018

VRL Architects
1449 Palm Avenue
Jacksonville, FL 32207

Attention: Mr. Steve Lazar

Reference: **Fee Proposal - J.P. Small Museum / Weight Room Renovations for COJ - Finalize Design**

Dear Mr. Lazar:

M. V. Cummings Engineers, Inc., is pleased to submit our fee proposal for services at ***J.P. Small Museum / Weight Room - Finalize Design***, hereinafter called the 'project'.

The Scope of Work to complete the 60% design to 100%, as we understand it, is as follows:

- Finalize Mechanical HVAC expansion of museum to include ticket area adjacent to museum.
- Complete Weight room air conditioning and ventilation.
- Finalize small A/C to dehumidify weight room and museum area on a 24/7 basis.
- Finalize forced ventilation under grandstand to cool existing condenser serving museum.

M.V. Cummings Engineers proposes a lump sum fee design fee of ***$3913***.

Not included in proposal:

- Printing.
- Electrical Design.
- Plumbing.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one original signature copy to M. V. Cummings Engineers, Inc. This authorization constitutes your commitment to pay the fee and reimbursable expenses (if applicable) and represents that approval has been received by your firm from the Client to proceed.

Sincerely,

M. V. CUMMINGS ENGINEERS, INC.

Wayne C. Kelly, P.E.

Wayne C. Kelly, P.E.
President

Accepted this _____ Day of _____, 2018

VRL ARCHITECTS

By _____
Officer or Authorized Signature

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER 9513 – VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR J.P. SMALL MUSEUM/WEIGHT ROOM
EXHIBIT "B"

PART I - GENERAL	
1. Project **J.P. Small Museum/Weight Room Finalize Design**	2. Proposal No.
3. Name of Consultant **M.V. Cummings Engineers**	4. Date of Proposal **08/29/18**

PART II - LABOR RELATED COSTS				
5. Direct Labor MVCE	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	15	$870.00	
Project Manager	$49.00		$0.00	
Design Engineer/Architect	$43.00	9	$387.00	
Design Technician	$32.00		$0.00	
Drafter	$18.00	7	$126.00	
Field Inspector	$49.00		$0.00	
Clerical	$20.00	2	$40.00	
TOTAL DIRECT LABOR				$1,423.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		150% X Total Direct Labor		$2,134.50
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$3,557.50
8. **PROFIT: Labor Related Costs (Item 7)**			X 10%	$355.75
				$3,913.25

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. **SUB-CONTRACTS (Lump Sum)**	
SUB-CONTRACT SUB-TOTAL	$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$3,913.25
11. **REIMBURSABLE COSTS (Limiting Amount)** a. b.	
SUB-TOTAL REIMBURSABLES	$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$3,913.00

Exhibit S-2

The Ohmega Group, LLC

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

August 4, 2017

Mr. Stephen F. Lazar, AIA, LEED-AP
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida 32207

JP Small Stadium Museum Renovations (100% Design)
Proposal for Electrical Engineering Consulting Services
Revised

Dear Steve,

In response to your request on July 31, 2017, 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 and construction phase services for the expansion of the museum space into the adjacent concession area to the south. The task items will include:

1. Relocate electrical service panels to the exterior wall of the concession area and remove partition from around electrical panels.
2. New electrical connections to new HVAC equipment.
3. Upgrade lighting in Museum & Weight room.
4. Upgrade emergency and exit lights in Museum & Weight room.

The architect will provide all CAD background drawings, existing building plans and access to the building, 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. Interior lighting
   2. Photometric calculations based on the requirements of FBC, County and the Illuminating Engineering Society of North America (IESNA)

[Proposal 2017-46 – JP Small Reno 100%]

3. Lighting controls for energy-efficient use of lighting
4. Review Lighting Submittals

D. Power distribution system including:
1. Service entrance and utility coordination
2. Electrical circuiting, risers and panel schedules
3. Electrical load calculations

E. Fire Alarm System, as required by Code

F. Voice & Data communications infrastructure (cabling & outlets only)

G. Code Compliance:
1. National Electric Code (NFPA 70), latest version
2. Florida Building Code (FBC), latest version
3. County Building Department
4. National Fire Alarm Code (NFPA 72), latest version

H. Technical Specifications

I. 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*

J. Professional Engineer Sign & Seal of permit documents

K. Construction Administration Services, including:
1. Response to contractor RFIs
2. Construction site visits (1 each)
3. Attend construction meetings via teleconference only
4. Shop drawing review
5. Final inspection & punch list

II. Exclusions / Additional Services

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

A. Security/CCTV Design

B. Lightning Protection System Design

C. Client Changes after Final Documents

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of *Four Thousand Six Hundred Five Dollars and Eighty-Seven Cents* (**US$ 4,605.87**) for design and construction phase services. This fee shall include all necessary plan modifications, due to authority having jurisdiction (AHJ) review comments, as required to obtain a permit.

[Proposal 2017-46 – JP Small Reno 100%]

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.

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.

[Proposal 2017-46 – JP Small Reno 100%]

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 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 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, PE, RCDD
President

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

[Proposal 2017-46 – JP Small Reno 100%]

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.

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER TBD – The Olmega Group, LLC
TOTAL FEE SUMMARY FOR
EXHIBIT "B"

PART I - GENERAL	
1. Project **JP Small Stadium Museum Renovation - 100% Design - REV**	2. Proposal No. 2017-46
3. Name of Consultant **The Olmega Group, LLC**	4. Date of Proposal 8/4/17

PART II - LABOR RELATED COSTS				
5. Direct Labor **The Olmega Group, LLC**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$67.85	2	$135.70	
Project Manager	$56.28	2	$112.56	
Design Engineer	$46.90	0	$0.00	
Design Technician	$37.51	20	$750.20	
Drafter	$33.82	20	$676.40	
Field Inspector	$33.82	0	$0.00	
Clerical	$24.28	0	$0.00	
TOTAL DIRECT LABOR		44		$1,674.86
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		150% X Total Direct Labor		$2,512.29
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$4,187.15
8. PROFIT: Labor Related Costs (Item 7)			X 10%	$418.72
				$4,605.87

PART III - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. SUB-CONTRACTS (Lump Sum)	
SUB-CONTRACT SUB-TOTAL	$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$4,605.87
11. REIMBURSABLE COSTS (Limiting Amount) a. Mileage (@ 20 miles/site RT) $ 0.57 b.	$0.00
SUB-TOTAL REIMBURSABLES	$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$4,605.87

Exhibit S-2

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER 9513 – VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR J.P. SMALL MUSEUM/WEIGHT ROOM
EXHIBIT "B"

PART I - GENERAL				
1. Project J.P. Small Museum/Weight Room 100% Submittal			2. Proposal No.	
3. Name of Consultant Atlantic Engineering Services			4. Date of Proposal 08/01/2017	
PART II - LABOR RELATED COSTS				
5. Direct Labor AES	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	2	$116.00	
Project Manager	$49.00		$0.00	
Design Engineer/Architect	$43.00	2	$86.00	
Design Technician	$32.00		$0.00	
Drafter	$18.00	10	$180.00	
Field Inspector	$49.00		$0.00	
Clerical	$20.00	1	$20.00	
TOTAL DIRECT LABOR				$402.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150% X Total Direct Labor				$603.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$1,005.00
8. PROFIT: Labor Related Costs (Item 7) X 10%				$100.50
				$1,105.50
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS MISCELLANEOUS DIRECT COSTS SUB-TOTAL				$0.00
10. SUB-CONTRACTS (Lump Sum)				
SUB-CONTRACT SUB-TOTAL				$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)				$1,105.50
11. REIMBURSABLE COSTS (Limiting Amount) a. b.				
SUB-TOTAL REIMBURSABLES				$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				$1,105.50

Exhibit S-2

A Plus Construction Services, Inc.
CBC1259919 CCC1330803
731 Duval Station Rd. Ste 107-505
Jacksonville, FL 32218

Estimate

Date	Estimate #
9/11/2018	1118

Name / Address
ACON Construction Co Inc 3653 Regent Blvd S-401 Fl Jacksonville, FL 32224

Project
JP Small

Description	Qty	Rate	Total
Continuous Cleanup		1,342.00	1,342.00
Protect Finishes		1,980.00	1,980.00
Final Clean		880.00	880.00
4 Men demolition per day		14,960.00	14,960.00
Site prep light locker and patching		6,600.00	6,600.00
Masonry block in and stucco		4,950.00	4,950.00
Door and hardware package		7,287.00	7,287.00
Install hollow metal door and hardware		687.00	687.00
Install hollow metal door frame for existing masonry wall		1,243.00	1,243.00
Entrances and storefronts		4,950.00	4,950.00
New insulated partition complete		13,552.00	13,552.00
LVT and athletic flooring		17,050.00	17,050.00
Resinous flooring		3,410.00	3,410.00
Resinous base		880.00	880.00
Painting		12,650.00	12,650.00
Pre-engineered light locker		33,000.00	33,000.00

Total $125,421.00

Phone #	E-mail	Signature
904-612-0597	chas aplus@yahoo.com	

Exhibit S-2

Vilano Electric Inc.

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

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

Estimate

Date	Estimate #
9/10/2018	6019

Name / Address
JP Smalls

Project
JP Smalls

Description	Total
Relocate 400Amp Service Panel MDP, L1A, L1B 2- Transformers Musco Control Panel Re-feed Existing Panel C JEA Fee to Relocate Service 1- Type F1 1- Type FE1 1- Type G1 1- Type X1 Lightning Protection Electric Heater Exhaust Fan Motorized Louver Cut and Patch Concrete Re-feed Existing Circuits Stadium Lights Ball Field Lights Museum Lights and Receptacles	121,300.00
Thank you for your consideration!	**Total** $121,300.00

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 30 days and is void thereafter at the option of the undersigned. Signature

EC0002978

Exhibit S-2

Padgett's AC & Heating, Inc.
3772 St Augustine RD
Jacksonville FL 32207
Phone 904-588-5222
Fax 904-722-8687

QUOTE

DATE	QUOTE #
8/24/2018	0000008934

BILL TO
Acon Construction
3653 Regent Blvd #401
Jacksonville FL 32224

LOCATION:
JP Small Memorial Stadium
JP Small Memorial Stadium

DESCRIPTION	AMOUNT
Install 5 ton Carrier Green Speed split system	31,500.00
Provide and install fan	
Provide and install wall louvers	
Install all duct work	
Provide concrete cutting	
Pull permit with City	
TOTAL	**$31,500.00**

APPROVED BY	DATE

Total estimate includes labor, materials, warranties, and taxes.

OFFER GOOD FOR 30 DAYS AND IS NOT VALID WITHOUT A SIGNED CONTRACT.

If proposal becomes a contract, prices are subject to change with sixty (60) days written notice.

I agree to pay all costs and resonable attorney fees if this proposal is placed in the hands of an attorney for collection.

It is agreed and understood by the parties that all equipment and parts, which are sold pursuant hereto,

Shall not become fixtures or part of the real estate where they are placed
Said parts and equipment shall at all times remain personal property and the title thereto shall remain in the seller until payment in full is recieved.

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: JP Small Museum Construction
Project No.: 8150-15
Date: Sep 11, 2018

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	Aplus Constr Services Inc	JSEB	Demo and Construction	$ 125,421
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Sep 11, 2018

DESIGN CRITERIA PACKAGE
For
J.P. SMALL MUSEUM RENOVATION
Final Design and Construction

A. Scope of Work

The scope of this project is to provide final design drawings, permitting and construction of the JP Small Museum per the 60% design that is already completed. The improvements are to include:

Expand the museum space and upgrade electrical and HVAC as required.
Make improvements to the weight room.
Upgrade the existing restrooms.
Construct a light locker.

B. Location of the Site

This project will be located at the existing J.P. Small Park, 1701 Myrtle Avenue.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $500,000.

D. Permits

The Design-Build firm shall be responsible for all required permits.

E. Public Access to the Park

J.P. Small Park will remain open for use by the public.

F. Schedule

Once the final drawings have been approved by the City, the Guaranteed Completion Date will be determined through coordination with the City based on baseball and museum schedules.

G. Working Hours

Allowable working hours shall be Monday through Friday from 7 a.m. until 6 p.m.

H. Fueling of Equipment

No fueling of equipment will be allowed on Park property. Fueling will have to take place off-site.

I. Staging Area

The Design-Build firm shall be responsible for meeting with the City on-site to gain approval for the location of a staging area for materials. Upon completion of the project, the staging area shall be restored to its previous condition.

J. Utility Locations

The Design-Build firm shall be responsible for calling for utility locates prior to starting construction.

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 J.P. Small Museum Renovation project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $44,360.25. The scope of award is to provide 60% design for the renovation of the museum, weight room and restrooms. This incorporates the attached, scope and fee summary, Exhibit "S-1", with guaranteed completion of 30 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP331F5720-06505-PR0060-05-PRC140-18 to be executed by contract Amendment 17A through Office of General Counsel.

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

BUYER 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: 5/10/18

OTHER

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

ACTION OF AWARDING AUTHORITY DATE 5/10/18

APPROVED DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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 23 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
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 ✓ DATE 7/14/16

DISAPPROVED

OTHER:

SIGNATURE OF AWARDING AUTHORITY

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

Sam E. Moses
Administrative Officer

OTHER:

SIGNATURE OF AWARDING AUTHORITY

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

APPROVED

DISAPPROVED

DATE 1/01/16

Sam E. Mouss
Chief Administrative Officer
For Mayor Henry Cuny

OTHER:

SIGNATURE OF AUTHENTICATION

FISCAL MO/YEAR : 01 2019 CURRENCY CODE :
INDEX CODE : RPCP331F5720 PARKS & REC CAPITAL PROJECTS - GRANTS
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : PR0060 J P SMALL PARK DEVELOPMENT
PROJECT DETAIL : 05 J P SMALL MUSEUM IMPROVEMENTS
GRANT :
GRANT DETAIL :
USER CODE :

S	OCT 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	.00	500,000.00
EXPENDITURES	.00	.00	46,132.77
ENCUMBRANCES	.00	.00	330.27
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	.00	453,536.96

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