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 Pinehurst Cemetery Restoration project was awarded to ACON Construction Company, Inc. (contract #8150-15), on 01/24/19 in the amount of $840,802.10.

Recommend approval of Change Order #1 to ACON Construction Company, Inc., for the increase amount of $369,405.48, for the second phase of restoration at the cemetery to include civil design at 100% to build the road for maintenance vehicles, prep and paint the existing fence and continued uncovering, cataloguing and protecting existing sites throughout, whether marked or not. This incorporates the attached, Scope and Fee Summary, Exhibit "CC-2", and allowing for the completion of the work within 160 days from issuance of notice-to-proceed. Revised guaranteed maximum price will be $1,210,207.58. Total annual expenditure amount is currently at $18,000,000.00; total amount spent to date is $15,950,776.51.

Funding for this award is to be encumbered account(s): PWCP32EVP519-069505-PW0871-01 to be executed by contract (#8150-15) Amendment 28B through Office of General Counsel.

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

BUYER _____ RESPECTFULLY SUBMITTED _____
For MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction, Mgmt./ Dave McDaniel, Chief, Mowing and Landscape**

(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

August 6, 2019

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Robin G. Smith, P.E.
Chief, Engineering and Construction Management

Dave McDaniel
Chief, Mowing and Landscape

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Pinehurst Cemetery Restoration AMENDMENT 28B
Account # PWCP32EVP519-069505-PW0871-01

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Pinehurst Cemetery Restoration project was awarded by Amendment 28A, to provide the initial phase of a staged restoration of the cemetery, which includes 60% design, permitting, grave excavation for repair purposes, site prep and surveying in the amount of $840,802.10. Amendment 28B is to provide the second phase of restoration at the cemetery to include civil design at 100% to build the road for maintenance vehicles, prep and paint the existing fence and continued uncovering, cataloguing and protecting existing sites throughout, whether marked or not. Negotiations have resulted in the GMP amount of $369,405.48, as indicated on the attached Scope & Fee Summary, Exhibit CC-2 and allowing for the completion of the work within 160 days from notice to proceed. Acon Construction Co., Inc. is committed to meeting the 10% JSEB participation goals established for this contract.

Accordingly, this is to recommend that Amendment 28A to Contract #8150-15, originally executed February 12, 2019, between the City and Acon Construction Co., Inc. for the Pinehurst Cemetery Restoration, be amended to incorporate the attached Scope and Fee Summary, Exhibit CC-2 to increase the GMP by $369,405.48 to a new GMP amount of $1,210,207.58, known as Amendment 28B.

RGS/lw

Attachment: Exhibit CC-2
JSEB Participation

cc: Nikita Reed, P.E., Project Manager
Lori West, Public Works Contract Specialist

ah

EXHIBIT CC-2

ACON Construction Co., Inc.

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Jul 31, 2019

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

Attention: Mr. Robin G. Smith, P.E.,
Acting City Engineer
Reference: Pinehurst Cemetery Restoration Project Phase 2
DB Contract #8150-15

Mr. Smith,

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 second phase of restoration at the cemetery. Design includes Civil at 100% to build the road for maintenance vehicles at the cemetery. The road will be built on six inches of crushed concrete and 1.5 inches of asphalt and located as permitted. The existing fence will be prepped and painted. The Conservation activities for this phase include continued uncovering, cataloguing, and protecting existing sites throughout whether marked or not. Specific scopes for this phase are contained in proposals attached.

Our Guaranteed Maximum Price (GMP) for this project as stated is $369,405.48.

The Guaranteed Completion Date (GCD) will be 160 days from NTP to complete this phase.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT CC-2

ACON Construction Company

DB Contract 8150-15

Pinehurst Cemetary Phase 2 **DATE: 7/31/19**

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	20	$110.00	$2,200.00
	Supervision	Hrs	10	$75.00	$750.00
	Administration	Hrs	20	$75.00	$1,500.00
	Environmental Sciences	LS	1	$244,000.00	$244,000.00
	Paint Fence	LS	1	$6,800.00	$6,800.00
	Civil Engineering	LS	1	$17,333.00	$17,333.00
	Road Construction	LS	1	$70,000.00	$70,000.00
	Road Construction Bond @ 1.5%	LS	1	$1,050.00	$1,050.00
	Subtotal				$343,633.00
	DB Fee 7.5%	LS	1	$25,772.48	$25,772.48
			TOTAL		$369,405.48

ENVIRONMENTAL SERVICES, INC.
A Terracon COMPANY

EXHIBIT CC-2

$ 244,000 Proposal only for Pinehurst PHASE 2

24 July 2019

Mr. Frank Anderson
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

RE: Pinehurst Cemetery Restoration Addendum (AJ18409.00/HK187011)
Duval County, Florida

Dear Mr. Anderson:

Thank you for contacting Environmental Services, Inc., A Terracon Company (ESI). Pursuant to our recent conversation, ESI is pleased to enclose the attached proposal addendum. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address below, or via email (pdavenport@esinc.cc). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.

patricia davenport-jacobs

Patricia Davenport-Jacobs
Historic Preservation Group Manager

BA/Venc/AJ18409/HK187011.proposal.doc
S:pf072419F

EXHIBIT CC-2

ENVIRONMENTAL SERVICES, INC.
A TERRACON COMPANY

PROPOSAL FOR SERVICES
ESI PROJECT NO. AJ18409.00/HK187011

The following Contract for Services is an agreement between Environmental Services, Inc., A Terracon Company (ESI) and ACON Construction Co., Inc., (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: **Pinehurst Cemetery Restoration Addendum**
Project Location: **Duval County, Florida**

SCOPE OF SERVICES		**FEE**
Task 9.	**Monument Conservation/Restoration**	**$244,000.00**
	ESI/Terracon Historic Preservation Staff will provide labor and materials for completion of conservation related activities for burial markers located in Pinehurst Cemetery on Moncrief Road, Jacksonville, Florida. This fee covers phase II efforts after site preparation work is completed for individual markers. Monitoring efforts continue as well as project management and documentation activities.	

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

Reference Number:

AGREEMENT FOR SERVICES

This **AGREEMENT** is between ACON Construction Co Inc ("Client") and Environmental Services, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pinehurst Cemetery Restoration Addendum project ("Project"), as described in Consultant's Proposal dated 07/30/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $250,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	Environmental Services, Inc	Client:	ACON Construction Co Inc
By:	7/30/19 Date: 7/30/2019	By:	Date
Name/Title:	John B. Kimberly IV / Vice President	Name/Title	Frank Anderson / Project Manager
Address:	7220 Financial Way, Ste 100	Address:	3653 Regent Boulevard Suite 401
	Jacksonville, FL 32256-8840		Jacksonville, Fl 32224
Phone:	(904) 470-2200 Fax: (904) 470-2112	Phone:	Fax:
Email:	John.Kimberly@terracon.com	Email:	fanderson@aconccl.com

EXHIBIT CC-2

ENVIRONMENTAL SERVICES, INC.
A TERRACON COMPANY

Environmental Services, Inc., A Terracon Company, provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

Ecology

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

Site Assessment & Remediation

- Phase I & II Environmental Site Assessments
- Soil & Groundwater
- Assessments
- Soil & Groundwater
- Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownfields Assessments
- Industrial Hygiene
- HUD Environmental
- Assessments
- USGBC LEED Green Building

Questions? Email us at info@esinc.cc

Environmental Services, Inc. A Terracon Company 7220 Financial Way, Suite 100 Jacksonville, Florida 32256
P (904) 470 2200 F (904) 470 2112 environmentalservicesinc.com

EXHIBIT CC-2

DAVE'S PAINTING SERVICE of JAX, Inc.
65 Acme Street
Jacksonville, FL 32211
Tel: (904) 838-1184 * Fax: (904) 379-1914
ianperth7@gmail.com

PROPOSAL

Invoice#:

PROJECT:
Pinehurst Community Fence,
Moncrief Road

CUSTOMER:
Acon Construction inc

PHONE / FAX:

ADDRESS:
Attn: Frank Anderson

EMAIL:
fanderson@aconcci.com

DATE:07/17/2019

ITEM	AREA& DESCRIPTION	LABOR	MATERIALS	TOTAL
	*** Scope of Work ***			
1	Pressure wash 1,450 ln ft metal fence			
2	Remove rust by sanding and grinding			
3	Prime rusted areas of fence with Rust Inhibitors Paint			
4	Repaint metal fence using Exterior Metal Paint			
5	800 ln ft of 5 feet height fence @$8.50 per ln ft			$6,800.00

Total (Labor & Materials) ***$6,800***

PART ONE - GENERAL				
1. PROJECT Pinehurst Cemetery Roadway		2. PROPOSAL NUMBER		
3. CONSULTANT HANSON PROFESSIONAL SERVICES, INC.		4. DATE OF PROPOSAL 7/26/2019		
PART TWO - LABOR RELATED COSTS				
5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$100 06	1	$ 100.06	
Project Manager	$74 84	27	$ 2,015 28	
Project Engineer	$42.27	33	$ 1,394 91	
Engineer Technician	$25 00	21	$ 525.00	
CADD Technician	$27 07	36	$ 974 52	
Clerical	$20 63	4	$ 82.52	
TOTAL DIRECT LABOR				$ 5,092 29
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 162.59% X TOTAL DIRECT LABOR				$ 8 279 55
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 13,371 84
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 1,337.18
PART THREE - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
ORIGINAL REPRODUCIBLE - VELLUM PLOTS				
BLUELINES - 24"x36"				
PAPER COPIES				$54 65
SHIPPING				$69 00
MISCELLANEOUS DIRECT COSTS SUBTOTAL				$ 123 65
10. SUBCONTRACTS - LUMP SUM				
Geotech				
Survey				$2,430.00
Environmental				
Landscape				
Tree Assessment				
SUB-CONTRACT SUBTOTAL				$2,430 00
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 & 10)				$ 17,262.67
11. REIMBURSABLE COSTS (LIMITING AMOUNT)				
Other Expenses				$70 33
SUBTOTAL REIMBURSABLE				$ 70.33
PART FOUR - SUMMARY				
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11				$ 17,333.00

EXHIBIT CC-2

HANSON PROFESSIONAL SERVICES, INC.

DATE: 07/26/19
CLIENT: City of Jacksonville
PROJECT: Pinehurst Cemetery - 100%

			Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	100% Design								
	Site Visits, Data Collection and Review		0	3	6	3	0	0	12
	Roadway Geometry		0	2	8	0	4	0	14
	Roadway Typical Section Design		0	1	2	3	2	0	8
	Pavement Design		0	1	1	4	2	0	8
	Quality Control		0	2	0	0	0	0	2
	Supervision		1	1	0	0	0	0	2
	Meetings/Coordination		0	6	6	0	0	2	14
	Sub-total Hours		1	16	23	10	8	2	60
b.	Other								
	Project Team Coordination		0	4	4	2	2	2	14
	Sub-total Hours		0	4	4	2	2	2	14
c.	Project Submittals	No. of Sheets							
	Cover/Key Sheet	1	0	0	1	1	1	0	3
	Legend and General Notes	1	0	0	1	2	2	0	5
	Typical Sections	1	0	1	1	1	4	0	7
	Site Layout/Geometry Plans	2	0	1	1	3	10	0	15
	Erosion Control Plans	2	0	0	1	1	4	0	6
	Details	1	0	1	1	1	5	0	8
	Quality Control		0	2	0	0	0	0	2
	Supervision		0	2	0	0	0	0	2
	Sub-total Hours		0	7	6	9	26	0	48
	Total Manhours		1	27	33	21	36	4	122
	Hourly Rates		$289.02	$216.80	$122.10	$72.21	$78.19	$69.59	
	Total Labor Dollars		$289.02	$5,821.12	$4,029.10	$1,516.40	$2,814.89	$238.30	$14,709.03

d.	ESTIMATED EXPENSES*	Unit	$/Unit	Quantity	Cost
	Bluelines (black)	ea.	$0.65	0	$0.00
	11 X 17 Copies	ea.	$0.15	199	$29.85
	8.5 X 11 Copies	ea.	$0.10	248	$24.80
	Mileage	mi.	$0.49	145	$70.33
	Postage	mo.	$5.00	3	$15.00
	Courier Service	mo.	$18.00	3	$54.00
					$193.98

Hanson Subtotal	$14,903.00
As-Built Survey - Clary	$2,430.00
Total	$17,333.00

I:\15Jobs\15L0105\Projects\15L0105 - TWO 20 - Pinehurst Cemetery\Admin\03-Proposal\100% Design\Staffhours_100% Pinehurst Cemetery 7-26-19.xls

EXHIBIT CC-2

SURVEY & RIGHT OF WAY MAPS

CONSULTANT: HANSON

NAME OF PROJECT. Pinehurst Cemetary

SUBCONSULTANT: CLARY

FROM:
TO:

3 MAN SURVEY RATE = $1,240.00
CADD TECHNICIAN = $95.00

SURVEYOR = $190.00
CLERICAL = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Baseline Control			$1,240.00		$0.00	
Alignment			$1,240.00		$0.00	
Drainage			$1,240.00		$0.00	
Reference Points			$1,240.00		$0.00	
Section Line Ties			$1,240.00		$0.00	
Property/Subdivision Ties			$1,240.00		$0.00	
Side Street Intersections			$1,240.00		$0.00	
Topographic			$1,240.00		$0.00	
Bench Levels			$1,240.00		$0.00	
As Builts			$1,240.00		$0.00	
Designate Utilities			$1,240.00		$0.00	
Jurisdictional Survey			$1,240.00		$0.00	
Stake-Out for Borings			$1,240.00		$0.00	
Road Asbuilt	1.5		$1,240.00		$1,860.00	asbuilt road
Wetland Boundary			$1,240.00		$0.00	
Tree Survey			$1,240.00		$0.00	
TOTAL	1.5				$1,860.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor & Mapper	Hour	1	$190.00		$190.00	Supervise
Cadd Technician	Hour	4	$95.00		$380.00	Mapping
Clerical	Hour		$55.00		$0.00	
TOTAL					$570.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Control Maps	Hour		$95.00		$0.00	
Right-of-Way Maps	Hour		$95.00		$0.00	
Legal Descriptions	Hour		$95.00		$0.00	
Title Searchs	Hour		$95.00		$0.00	
TOTAL		0			$0.00	

TOTAL COST $ $2,430.00 PREPARED: 7/24/2019

LIMITING AMOUNT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
	Each				$0.00	

EXHIBIT CC-2

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS

SCOPE OF WORK

PINEHURST CEMETERY

AS-BUILT ASPHALT ROAD

July 24, 2019

- Recover existing horizontal and vertical control or set additional control if needed. Vertical Datum NAVD88
- As-built the new paved asphalt road approximate length is 1500', locate all high and low points along with cross sections every 50' or where needed
- Locate any drainage features that might be new and impact the drainage of the asphalt road
- Process and map survey data and supply digital files

3830 Crown Point Road, Jacksonville, Florida 32257
(904) 260-2703 • fax (904) 260-2799 • www.claryassoc.com

JB UNDERGROUND INC.
17053 OAK HILL RD HILLIARD FL. 32056
LIC #CUC1224314

PINEHURST CEMETERY — **DATE: 6/25/2019**

ITEM #	DESCRIPTION OF WORK	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	$5,000.00	$5,000.00
2	~~12" SUBGRADE LBR 40, EXCAVATE AND HAUL OFF~~ SCRAPE TOP 3"	SY	1500	$2.33	$3,500.00
3	6" CRUSHCRETE BASE	SY	1500	$17.33	$26,000.00
4	1.5" SP 9.5	SY	1500	$19.00	$28,500.00
5	MAINTENANCE OF TRAFFIC LANE CLOSURE AND PERMIT WITH TRAFFIC AND ENGINEERING	LS	1	$5,000.00	$5,000.00
6	TESTING	LS	1	$2,000.00	$2,000.00
	EXCLUSIONS: ANY UNFORSEEN CONFLICTS, IRRIGATION, LANDSCAPING BUSHES OR FLOWER'S, UNSUITABLE SOIL, TREE REMOVAL OR STUMP REMOVAL				$70,000.00

EXHIBIT CC-2

EXHIBIT CC-2

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Pinehurst Cemetery Restoration Project Phase 2
Project No.: 8150-15
Date: Jul 31, 2019

	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.)				$

*There is no JSEB for this particular project, however we maintain our 10% JSEB for Contract 8150-15.

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Jul 31, 2019

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 Pinehurst Cemetery Restoration project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $840,802.10, which includes $15,000.00 contingency. To provide the initial phase of a staged restoration of the cemetery, this includes 60% design, permitting, grave excavation for repair purposes, site prep and surveying. This incorporates the attached, Scope and Fee Summary, Exhibit "CC-1", with guaranteed completion of 240 days from issuance of notice-to-proceed.

Funding for this award is to be encumbered account(s): PWCP32EVP519-069505-PW0871-01 to be executed by contract Amendment 28A through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit CC-1", 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/ Dave McDaniel, Chief, Mowing and Landscape**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 1/24/19

OTHER

ACTION OF AWARDING AUTHORITY DATE 1/24/19

MR 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 #3150-15) 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

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(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 DATE 7/14/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AWARDING AUTHORITY

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: 5 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 Wanial Pearson
For - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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(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 DATE 1/28/16

APPROVED ✓ DISAPPROVED _____

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: 2 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

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 _____

Joyce E. Mouse
Chief Administrative Officer
For Mayor Lenny Curry

OTHER:

SIGNATURE OF AUTHENTICATION

QWS3270X 8/12/2019 3:44 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 08/12/2019
LINK TO: ACCOUNT SUMMARY INQUIRY 3:44 PM

FISCAL MO/YEAR : 11 2019 CURRENCY CODE :
INDEX CODE : PWCP32EVP519 PUBLIC WORKS VARIOUS CAPITAL PROJECTS
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PW0871 PINEHURST CEMETERY RESTORATION
PROJECT DETAIL : 01 PINEHURST CEMETERY RESTORATION
GRANT :
GRANT DETAIL :
USER CODE :

S	AUG 2019	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	1,211,000.00	1,211,000.00
EXPENDITURES	.00	246,932.55	246,932.55
ENCUMBRANCES	.00	593,869.55	593,869.55
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	370,197.90	370,197.90

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