

**PUBLIC NOTICE**  
**"Revised" PSEC AGENDA**  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
**Thursday, October 5, 2023, 10:00 a.m.**  
 Eighth Floor, Conference Room 851  
 Ed Ball Building, 214 N. Hogan Street  
 Jacksonville, FL 32202

**Join Teams Meeting**  
 For Teams link, please visit [coj.net/department/finance/procurement](http://coj.net/department/finance/procurement)

The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the City's intended decision for all recommended actions above the formal threshold. Please refer to 126.106(e), if you wish to protest any of these items.

Committee Members: Robert Waremborg, Chairman  
 Brennan Merrell, Treasury  
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	BID/RFP #	TITLE & ACTION	MOTION	CONTRACT EXP	OUTCOME
Travis Jeffrey Chiquita Moore	1	P-24-21	Contract Amendment No. 1 Neighborhoods Strategic Consultant Services Neighborhoods Department/Housing and Community Development Division	That Contract No. 71442-22 between the City of Jacksonville and Civitas, LLC, for Neighborhoods Strategic Consultant Services is amended to ratify the contract from September 30, 2023 thru date of award and exercise the first renewal option extending the period of service through September 30, 2024, with three(3) renewal options remaining; and increase the maximum indebtedness by \$60,000.00 to a new not-to-exceed maximum of \$180,000.00. All other terms and conditions shall remain the same.	09/30/23	
Noah Ray Andre Ayoub	2	P-25-22	Contract Amendment No. 1 Training and Exercise Design, Management and Program Support Jacksonville Fire and Rescue Department/Emergency Preparedness	That Contract No. 70179-23 between the City of Jacksonville Fire and Rescue Department and The Olson Group LTD is amended to ratify the contract from September 30, 2023, thru date of award and exercise the first and only renewal option extending the period of service to March 30, 2024. All other terms and conditions shall remain unchanged.	09/30/23	
Lurise Bannister Matthew Fall	3	P-33-23	Introduce & Review Scope Consultant Services to Develop Vision Zero Action Plan Planning and Development Department	That the committee approve the Scope of Services/Request for Proposal as presented with such minor changes thereto as may be approved by the Chief of Procurement and Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.		
Laurie Santana Lurise Bannister	4	P-02-21	Contract Amendment No. 1 On-Call Transportation Planning Services Planning and Development Department	That Contract No. 71095-21 between the City of Jacksonville and Atkins North America, Inc., for On-Call Transportation Planning Services, be amended to ratify the contract from September 8, 2023, to date of this award and exercise the first renewal option extending the period of service thru September 7, 2024, with two (2) renewal options remaining. All other terms and conditions shall remain the same.	09/08/23	
Robin Smith Nikita Reed	5	P-39-23	Introduce & Review Scope Master Stormwater Management Plan (MSMP) Department of Public Works/Engineering & Construction Management Division	That the committee approve the Scope of Services/Request for Proposal as presented with such minor changes thereto as may be approved by the Chief of Procurement and Office of General Counsel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable federal and state laws.		

<p>Robin Smith Fred Sumter</p>	<p>6</p>	<p>P-36-22</p>	<p>Fee &amp; Contract Negotiations Construction Engineering &amp; Inspection Services to McCoy's Creek Outfall Improvements with Riverwalk Department of Public Works/Engineering &amp; Construction Management Division</p>	<p>That the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Construction Engineering &amp; Inspection Services to McCoy's Creek Outfall Improvements with Riverwalk that incorporates the attached Scope of Services identified as Exhibit 'A' and Rate Schedules identified as Exhibit 'B'; each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; the maximum indebtedness of the City pursuant to this agreement is \$5,000,000.00. . The period of service is from execution of the contract to project completion. All other terms and conditions are per the RFP and the City's standard contract language.</p>	
<p>Robert Scott Jill Enz</p>	<p>7</p>	<p>P-42-22</p>	<p>Fee &amp; Contract Negotiations Professional Design Services for First Coast High School Swimming Pool Department of Public Works/Engineering &amp; Construction Management Division</p>	<p>That the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Professional Design Services for First Coast High School Swimming Pool, that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide a lump-sum for Design Services in the amount of \$277,158.00; and not-to-exceed limits for: Pool Design in the amount of \$98,676.00, Architecture and Building Engineering in the amount of \$156,232.00, Geotechnical in the amount of \$7,320.00, Misc. Expenses in the amount of \$5,000.00 and Various Tests in the amount of \$10,610.00, with a maximum indebtedness to the City in the amount of \$554,996.00. The period of service is from execution of the contract thru project completion. All other terms and conditions are per the RFP and the City's standard contract language.</p>	
<p>Robert Scott Jill Enz</p>	<p>8</p>	<p>P-42-22</p>	<p>Fee &amp; Contract Negotiations Professional Design Services for Atlantic Coast High School Swimming Pool Department of Public Works/Engineering &amp; Construction Management Division</p>	<p>That the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Professional Services for Atlantic Coast High School Swimming Pool that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B', provide a lump-sum for Design Services in the amount of \$104,611.00 and not-to-exceed limits for: Pool Design in the amount of \$18,719.00, Architecture and Building Engineering in the amount of \$65,303.00, Geotechnical in the amount of \$5,900.00, Misc. Expenses in the amount of \$5,000.00 and Various Tests in the amount of \$2,900.00, with a maximum indebtedness to the City in the amount of \$202,433.00; the period of service is from Execution of the contract thru project completion. All other terms and conditions are per the RFP and the City's standard contract language.</p>	
<p>Christopher LeDew Lee Durban</p>	<p>9</p>	<p>P-08-21</p>	<p>Contract Amendment No. 2 Traffic Engineering In-House Services Department of Public Works/Traffic Engineering Division</p>	<p>That Contract No. 71444-22 between the City Of Jacksonville and Alfred Benesch &amp; Company for Traffic Engineering In-House Services be amended to exercise the first renewal option extending the period of service from December 28, 2023, thru December 27, 2025, with one (1) renewal option remaining and increase the maximum indebtedness by \$1,250,000.00 to a new not-to-exceed amount of \$2,500,000.00. All other terms and conditions shall remain the same.</p>	<p>12/28/23</p>

Meeting Adjourned: \_\_\_\_\_

"The next PSEC meeting is scheduled to be held on Thursday, October 19, 2023."





**Donna Deegan, Mayor**


Housing and Community Development Division  
Ed Ball Building  
214 North Hogan Street, 7<sup>th</sup> Floor  
(904) 255-8200  
Jacksonville, FL 32202  
www.coj.net

**ONE CITY. ONE JACKSONVILLE.**

**MEMORANDUM**

**COJ PROCUREMENT**

**TO:** Dustin Freeman, Chairman  
Professional Services Evaluation Committee

**FROM:** Travis Jeffrey, Chief   
Housing and Community Development Division

**RE:** P-24-21 – Contract Ratification and Amendment to the  
Neighborhoods Strategic Consultant Services Contract

**DATE:** September 19, 2023

'23 SEP 21 AM 8:30:17

Pursuant to the PSEC award dated October 21, 2021, and approved by the Mayor's Office on October 25, 2021, the City of Jacksonville ("City") and Civitas Community Development, LLC ("Contractor") entered into Contract #71442-22 for Neighborhoods Strategic Consultant Services (the "Contract"). Copies of the PSEC award and contract are attached.

The Housing and Community Development Division requests to exercise the first of four renewal options to the Contract to extend the period of services to September 20, 2024. Additionally, this is a request to increase the maximum indebtedness by \$60,000.00, to a new not-to-exceed maximum of \$180,000.00.

Accordingly, the Neighborhoods Department respectfully requests that:

- a) Ratification of Contract #71442-22 from September 30, 2023, to the date of award; and
- b) Authorization to amend Contract #71442-22 to exercise the first renewal option to extend the period of service from September 30, 2023, to September 30, 2024, with three renewals remaining; and
- c) Increase the maximum indebtedness of the Contract by \$60,000.00 to a new not-to-exceed amount of \$180,000.00, with all other terms and conditions remaining the same except for any such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures, and applicable federal and state laws.

Thank you for your consideration.

**Attachments:** PSEC Award dated October 21, 2021  
Contract #71442-22

**cc:** Alex Baker, Professional Services Specialist  
Procurement Division

G:\Finance & Compliance\Procurement\P-24-22\Submittal – Contract Ratification and Renewal – Civitas LLC.doc



[www.civitassc.com](http://www.civitassc.com)

**September 18, 2023**

To: Travis Jeffrey  
Chief, Housing & Community Development Division  
City of Jacksonville  
214 N. Hogan Street, 7th Floor  
Jacksonville, Florida 32202

From: Civitas, LLC  
600 Salty Alley  
Mount Pleasant, SC 29464

**Memo: Civitas, LLC Request for Contract Extension**

Civitas formally requests the renewal of our current contract (GC-#1477134-v1) with the City of Jacksonville, FL for the "Neighborhoods Strategic Consultant Services". We deeply value our relationship with the City of Jacksonville and believe that extending our contract for another year will benefit both parties and, most importantly, the communities we serve.

Civitas remains committed to providing dedicated support to all federal and state grant programs and community development initiatives in order to remain responsive to community needs. We are confident that the continuation of our partnership will lead to continued success for community development and grant compliance.

Given our track record and the mutual benefits derived from this partnership, we kindly request that our contract be renewed for another year, spanning October 1, 2023, to September 30, 2024. We look forward to the opportunity to continue our collaboration and contribute to Jacksonville's future success.

Please let us know the next steps for the renewal process. Your consideration is highly appreciated.

Respectfully,

Spencer Christian

Director of Operations

[Spencer.christian@civitassc.com](mailto:Spencer.christian@civitassc.com) | 808-824-2408



# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE

October 21, 2021

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: P-24-21 Neighborhoods Strategic Consultant Services**  
Neighborhoods Department/Housing and Community Development Division


The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

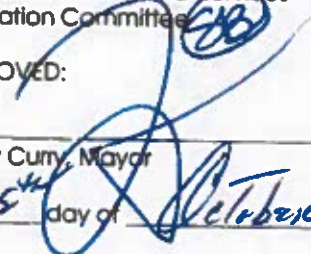
That the City of Jacksonville enter into a Contract with Civitas, LLC to provide Neighborhoods Strategic Consultant Services that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; provide \$60,000.00 annually for the services; provide a not-to-exceed maximum indebtedness of \$120,000.00; and provide a period of service from execution of the contract through September 30, 2023, with four(4) one-year renewals available at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
\_\_\_\_\_  
Lenny Curry, Mayor

This 25<sup>th</sup> day of October 2021

GF:eb

cc: Council Auditor  
James McCar, Jr. OGC  
Subcommittee Members



ONE CITY. ONE JACKSONVILLE.

## City of Jacksonville, Florida

Lenny Curry, Mayor

Housing and Community Development Division  
Ed Ball Building  
214 North Hogan Street, 7<sup>th</sup> Floor  
Jacksonville, FL 32202  
(904) 255-8200  
www.coj.net

### MEMORANDUM

**DATE:** October 7, 2021

**TO:** Greg Pease, Chairman  
Professional Services Evaluation Committee (PSEC)

**FROM:** Chiquita Moore, Director of Operations  
Neighborhoods Department

Thomas Daly, Chief  
Housing and Community Development

**RE:** P-24-21 A Neighborhoods Strategic Consultant Services

The Neighborhoods Department has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide Neighborhoods Strategic Consultant Services for The Neighborhoods Department resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Civitas, LLC to provide Neighborhood Strategic Consultant Services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for two years from date of execution of contract thru 9/30/2023, with four (4) one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of \$120,000.00 or \$60,000.00 annually. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

cc: Alex Baker, PSEC Specialist

**Section 4**  
**Description of Services and Deliverables**

**1) Grant Application Assistance**

Consultant may assist the Neighborhoods Department (the "Department") in the development of applications for federal, state, private grant applications, , and any other grants related to the business and objectives of the Department.

**2) Annual Reporting Assistance**

- a. Consultant may assist, as needed, in preparing annual financial and programmatic reporting as required for federal and state funding.
- b. Consultant may assist the Department with creation and periodic updating of required annual housing and community planning documents, such as, the City of Jacksonville's Consolidated Plan; Annual Action Plan; Comprehensive Annual Performance and Evaluation Report, and Analysis of Fair Housing Plan, among others.

**3) Contract Compliance Assistance**

- a. Consultant may assist, as needed, with contract compliance functions as required for federal and state funding.

**4) Technical Assistance and Data Analysis**

- a. Consultant may serve as a technical advisor to the Department by providing assistance in improving Department processes, procedures, and programs, as needed, for the Department to meet its objectives. Consultant may advise on industry best practices, proposed and implemented legal and administrative rule changes, and topics necessary to increase the Department's working knowledge and experience.
- b. Consultant may advise on industry standards, best practices, and potential opportunities related to data collection and analysis, strategic code enforcement, and housing and community development strategies. Consultant may assist the Department in identifying and implementing processes, procedures, and tools needed for the Department to become more data driven in its decision making.
- c. Consultant may assist the Department in planning and implementing the deployment of its and the City's financial resources in a more strategic manner so that the City is able to leverage its available financial resources.
- d. Consultant may assist the Department in creating and implementing innovative finance tools for housing and community development projects.
- e. Consultant may assist in educating Department staff on industry standards, best practices, and potential funding opportunities.
- f. Consultant may assist Department staff in document preparation for, participation in, and presenting at meetings with City Councilmembers, the administration, other government agencies, and public meetings for various programs.

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(End of Section 4)

Exhibit "A"



Form 1 - Price Sheet

NAME OF CONSULTANT CIVITAS, LLC

Proposal Number RFP: P-24-21

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):  
HOURLY RATES FOR TECHNICAL ASSISTANCE; FLAT FEE PRICING FOR HUD ENVIRONMENTAL REVIEWS

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ 150 /hr.

Project Manager (Responsible Professional): \$ 135 /hr.

3. Other Direct Project Costs per Unit (please specify)

\*\*Please see separate hourly price rates and price sheet for HUD ERs.

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

RESEARCH ASSISTANTS - \$95

Exhibit 'B'



### **Civitas Hourly Rates**

Civitas proposes to use the below hourly rates with a not-to-exceed price of \$60,000:

Erich Chatham, Stan Fitterman, Patrick King - \$150/hr.  
Spencer Christian, Peter Nelger, Karl Dettmer, Vern Xiong, Kyle Jenkins - \$135/hr.  
Pat Phillips, Curtis Chatham, Grace Orr, Chris Hayes - \$95

Should staff request site visits, each site visit will be billed at the following all-inclusive flat rate (no additional travel costs will be charged):

1 Day Site Visit — \$3,600  
2 Day Site Visit — \$5,500

\*\*The below details and cost for environmental reviews should these services be requested.

Exhibit B

**Environmental Review: Tim fram and Costs**

Our staff always strives to complete the environmental reviews as quickly as possible. The following time estimates assume that the statutorily allowed timelines from SHPO, THPO, and other organizations are used fully. Often, the projects can be returned much sooner.

Level of Review	Estimated Total Cost	Estimated Time to Complete
Exempt	\$200	1-2 days
Categorically Excluded Not Subject To (CENST)	\$200	1-2 days
Categorically Excluded Subject To (CEST)	\$2,500	30-40 days
Additional Site (CEST)	\$200	N/A
Tier I CEST	\$2,500	45-60 days
Tier II CEST	\$800	14 days*
Environmental Assessment (EA)	\$3,500	45-60 days
Additional Site EA	\$400	N/A
Tier I EA	\$3,500	60-90 days
Tier II EA	\$1,200	14 days*
Environmental Impact Statement (EIS)**	Varies	Varies
<b>Additional Steps (When Required)</b>		
Noise Study	\$1,000	Additional steps should not add any additional time to the project.
5-Step Decision Making Process	\$400	
8-Step Decision Making Process	\$1,000	
<b>Additional Costs</b>		
Development of Environmental Review Policies and Procedures Manual	\$1,500	
On-Site Technical Assistance or Training (1-day)	\$2,500	
On-Site Technical Assistance or Training (each additional day)	\$1,000	

\*Timelines for Tier II reviews assume that SHPO/THPO concurrence was complete during the Tier I review. If concurrence was not obtained, then the project will require waiting the 30-day statutorily allowed waiting period for concurrence.

\*\*Due to the wide range of projects that can require an Environmental Impact Statement it is not feasible to provide a uniform timeline for this Level of Review. When specific information about the scope of the project is available, we will gladly provide a block quote or negotiate an hourly rate for completing the review.

7

*Exhibit B*

**NEIGHBORHOODS STRATEGIC CONSULTANT SERVICES CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CIVITAS, LLC**

**THIS NEIGHBORHOODS STRATEGIC CONSULTANT SERVICES CONTRACT** (this "Contract") is made and entered into as this 18 day of January, 2022 but shall be effective as of October 1, 2021 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the "City"), and **CIVITAS COMMUNITY DEVELOPMENT, LLC**, a foreign limited liability company, with its principal offices at 1150 Wexford Park, Mount Pleasant, South Carolina 29466 ("Contractor or Consultant").

**RECITALS**

**WHEREAS**, the City issued Request for Proposal No. P-24-21 (the "RFP") for certain neighborhoods strategic consultant services described in the RFP (the "Services"); and

**WHEREAS**, based upon Contractor's response to the RFP dated August 16, 2021, consisting of forty (40) pages (the "Response"), the City has negotiated and awarded this Contract to Contractor; and

**WHEREAS**, pursuant to the Professional Services Evaluation Committee ("PSEC") Award letter dated October 21, 2021, and approved on October 25, 2021, the City was authorized to enter into a contract with Contractor and the City hereby engages the services of the Consultant as more particularly set forth in Attachment A (the "Services").

**NOW, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. That the above-stated Recitals are accurate, true, and correct and, by this reference, are incorporated herein and are made a part hereof.
2. Capitalized Terms. That all capitalized terms used but not defined herein shall have the meanings given them in the Contract.
3. Performance of Services. Contractor shall perform the Services as described in and according to (i) the RFP and the Response, each of which are incorporated into and made a part of this Contract, and (ii) the Scope of Services attached hereto as Attachment A and incorporated herein by this reference.
4. Compensation. Contractor shall be paid for the Services with fees as detailed in the Contract Fee Summary attached hereto as Attachment B and incorporated herein by this reference.
5. Maximum Indebtedness. As required by Section 106.431, *Jacksonville Ordinance Code*, the City's maximum indebtedness for the Services under this Contract for the initial period of service shall be a fixed monetary amount **not to exceed one hundred twenty thousand and**

**00/100 Dollars (\$120,000.00)**, subject to availability of funds. Contractor shall provide a not to exceed amount of \$60,000 annually for the Services.

6. **Contract Term.** The period of service of this Contract shall **commence on the Effective Date and continue through September 30, 2023**, with four (4) one-year renewals available at terms mutually agreeable, subject to early termination as set forth in the Contract Documents.

7. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- (i) This document, as modified by any subsequent signed amendments;
- (ii) Any amendments to the RFP;
- (iii) Specific information regarding the RFP (Section 1 of the RFP);
- (iv) Description of Services and Deliverables (Section 4 of the RFP);
- (v) General Instructions to Respondents (Section 2 of the RFP);
- (vi) General Contract Conditions (Section 3 of the RFP);
- (vii) Any Purchase Order under Contract; and
- (viii) The Response, provided that any terms in the Response that are prohibited by or inconsistent with the RFP terms shall not be included in this Contract.

8. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other deliver with receipt, to the following:

As to the City:

City of Jacksonville  
Housing and Community Development Division  
214 North Hogan Street, 7<sup>TH</sup> Floor  
Jacksonville, Florida 32202  
Attention: Chief

As to Contractor:

Civitas, LLC  
1150 Wexford Park  
Mount Pleasant, South Carolina 29466  
Attention: President

9. **Contract Managers.** Each party shall designate a contract manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, the City's Contract Manager is Thomas J. Daly, II, Esq. (Phone (904) 255-8204; email: tdaly@coj.net), and Contractor's Contract Manager is Erich Chatham (Phone: (843) 573-7825; Email: erich.chatham@civitassc.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or their contact information; provided such changes shall not be deemed Contract amendments and may be provided email.

10. **Governing Law; Venue.** This Contract and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida. Venue for the purposes of any

action arising from or related to this Contract shall lie exclusively in the state and federal courts located in Jacksonville, Duval County, Florida.

11. **Waiver.** The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default, or any other default, or of related rights or remedies. If any provision of this Contract is determined to be invalid, and the invalid provision is not a material part of this Contract, in the opinion of the City, the invalidity of the provision shall not impair the operation of or have any other effect on the remaining provisions of this Contract.

12. **Binding Effect.** This Contract shall be binding upon and inure to the benefit of each party, its successors and assigns.

13. **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party. Any purported assignment in violation of this Section is void. Written consent of an assignment, if given, shall not in any manner relieve the assignor from liability for the performance of this Contract by its assignee.

14. **Severability.** In the event any part or parts of this Contract is/are held to be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect as if the invalid or unenforceable provision had never been part of this Contract.

15. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g. "shrink wrap" terms accompanying or affixed to a deliverable) or by including such items on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

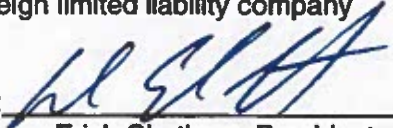
16. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

17. **Counterparts.** This contract may be executed in counterparts and/or electronically, including .PDF copies, the counterparts and copies of which, when taken together, shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature pages to follow.]**

**IN WITNESS WHEREOF**, the parties hereto duly execute this Contract as of the day and year first written above.

**CIVITAS COMMUNITY DEVELOPMENT, LLC**, a foreign limited liability company

By:   
Erich Chatham, President

Dated: 12/27/2021

**CONTRACTOR INFORMATION:**

Name: Civitas Community Development, LLC  
Contact: Erich Chatham, President *600 Saffy Alley*  
Address: ~~1150 Wexford Park~~, Mount Pleasant, SC ~~29466~~ *29964*  
Telephone: (843) 573-7825  
Email: erich.chatham@civitassc.com  
Federal Tax ID: 80-0443389

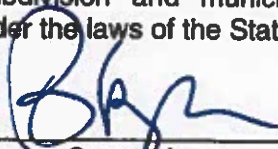
**[Signature page of the City of Jacksonville to immediately follow this page.]**

**ATTEST:**

**CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By:   
James R. McCain, Jr.  
Corporation Secretary



By:   
Lenny Curry, Mayor


DATED: 1/18/2022

Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No: 2019-02

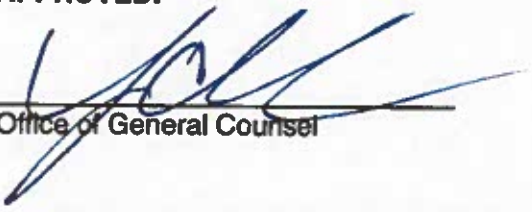
**Encumbrance and funding information for internal City use:**

**Amount                      \$120,000.00**

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Contract.

  
Director of Finance  
City Contract No.: 71442-22  
Contract Purchase Agreement **POA-71442-22**

**FORM APPROVED:**

By:   
Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\2021-2022\OGC Final Approved\Other\ 2021-2022 Neighborhood Strategic Consultant Services Contract - Civitas LLC.doc

GC-#1472816-v2-Draft\_2021-2023\_Neighborhood\_Strategic\_Consultant\_Services\_Contract\_-\_Civitas.doc



**LISTING OF ATTACHMENTS**

**Attachment A**

**Scope of Services**

**Attachment B**

**Contract Fee Schedule**

## **ATTACHMENT A**

### **Scope of Services**

#### **Description of Services and Deliverables**

##### **1) Grant Application Assistance**

Consultant may assist the Neighborhoods Department (the "Department") in the development of applications for federal, state, private grant applications, and any other grants related to the business and objectives of the Department.

##### **2) Annual Reporting Assistance**

- a. Consultant may assist, as needed, in preparing annual financial and programmatic reporting as required for federal and state funding.
- b. Consultant may assist the Department with creation and periodic updating of required annual housing and community planning documents, such as, the City of Jacksonville's Consolidated Plan; Annual Action Plan; Comprehensive Annual Performance and Evaluation Report, and Analysis of Fair Housing Plan, among others.

##### **3) Contract Compliance Assistance**

- a. Consultant may assist, as needed, with contract compliance functions as required for federal and state funding.

##### **4) Technical Assistance and Data Analysis**

- a. Consultant may serve as a technical advisor to the Department by providing assistance in improving Department processes, procedures, and programs, as needed, for the Department to meet its objectives. Consultant may advise on industry best practices, proposed and implemented legal and administrative rule changes, and topics necessary to increase the Department's working knowledge and experience.
- b. Consultant may advise on industry standards, best practices, and potential opportunities related to data collection and analysis, strategic code enforcement, and housing and community development strategies. Consultant may assist the Department in identifying and implementing processes, procedures, and tools needed for the Department to become more data driven in its decision making.
- c. Consultant may assist the Department in planning and implementing the deployment of its and the City's financial resources in a more strategic manner so that the City is able to leverage its available financial resources.
- d. Consultant may assist the Department in creating and implementing innovative finance tools for housing and community development projects.
- e. Consultant may assist in educating Department staff on industry standards, best practices, and potential funding opportunities.
- f. Consultant may assist Department staff in document preparation for, participation in, and presenting at meetings with City Councilmembers, the administration, other government agencies, and public meetings for various programs.

**ATTACHMENT B**

**Contract Fee Schedule**

**Form 1 - Price Sheet**

NAME OF CONSULTANT CIVITAS, LLC

Proposal Number RFP: P-24-21

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):  
**HOURY RATES FOR TECHNICAL ASSISTANCE: FLAT FEE PRICING FOR HUD ENVIRONMENTAL REVIEWS**

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ 150 /hr.

Project Manager (Responsible Professional): \$ 135 /hr.

3. Other Direct Project Costs per Unit (please specify)

\*\*Please see separate hourly price rates and price sheet for HUD ERs.

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

RESEARCH ASSISTANTS - 495

**Civitas Hourly Rates**

Civitas proposes to use the below hourly rates with a not-to-exceed price of \$50,000:

Erica Chatham, Sean Fitterman, Patrick King - \$150/hr

Spencer Christian, Peter Neiger, Karl Dettmer, Vern Xiong, Kyle Jenkins - \$135/hr

Pat Phillips, Curtis Chatham, Grace Orr, Chris Harris - \$95

Should staff request site visits, each site visit will be billed at the following all-inclusive flat rate (no additional travel costs will be charged):

1 Day Site Visit -- \$3,500

2 Day Site Visit -- \$5,500

\*\*The below details and cost for environmental reviews should these services be requested.

**Environmental Review: Tim fram and**

Our staff always strives to complete the environmental reviews as quickly as possible. The following time estimates assume that the statutorily allowed timelines from SHPO, THPO, and other organizations are used fully. Often, the projects can be returned much sooner.

Level of Review	Estimated Total Cost	Estimated Time to Complete
Exempt	\$200	1-2 days
Categorically Excluded Not Subject To (CENST)	\$200	1-2 days
Categorically Excluded Subject To (CEST)	\$2,500	30-40 days
Additional Site (CEST)	\$200	N/A
Tier I CEST	\$2,500	45-60 days
Tier II CEST	\$800	14 days*
Environmental Assessment (EA)	\$3,500	45-60 days
Additional Site EA	\$400	N/A
Tier I EA	\$3,500	60-90 days
Tier II EA	\$1,200	14 days*
Environmental Impact Statement (EIS)**	Varies	Varies
<b>Additional Steps (When Required)</b>		
Noise Study	\$1,000	Additional steps should not add any additional time to the project.
5-Step Decision Making Process	\$400	
8-Step Decision Making Process	\$1,000	
<b>Additional Costs</b>		
Development of Environmental Review Policies and Procedures Manual	\$1,500	
On-Site Technical Assistance or Training (1-day)	\$2,500	
On-Site Technical Assistance or Training (each additional day)	\$1,000	

\*Timelines for Tier II reviews assume that SHPO/THPO concurrence was complete during the Tier I review. If concurrence was not obtained, then the project will require waiting the 30-day statutorily allowed waiting period for concurrence.

\*\*Due to the wide range of projects that can require an Environmental Impact Statement it is not feasible to provide a uniform timeline for this Level of Review. When specific information about the scope of the project is available, we will gladly provide a block quote or negotiate an hourly rate for completing the review.



# FIRE AND RESCUE DEPARTMENT



September 6, 2023

TO: Dustin Freeman, Chief of Procurement

FROM: Andre Ayoub, Chief of Emergency Preparedness

RE: P-25-22 Training and Exercise Design, Management and Program Support for Emergency Preparedness

The Jacksonville Fire and Rescue Department is requesting Amendment #1 to contract 70179-23, exercising the six (6) month extension with The Olson Group, Inc. for continued services through March 30, 2024, with no changes to the current terms and conditions. There will be no increase to current the maximum indebtedness of \$322,100.00.

Funding for this award to be encumbered by account as follows:

11409.122003.531090.009167.00000000.00000.00000000

If you have any questions, please contact Dan Pearson at (904) 255-3265.

SW//dp





## Pearson, Daniel

---

**From:** Ray, Noah  
**Sent:** Monday, September 18, 2023 9:26 AM  
**To:** Pearson, Daniel  
**Subject:** Fwd: COJ/Olson Group Contract Extension

Dan, please see below and let me know if anything else is needed.

Begin forwarded message:

**From:** Kyle Olson <kbolson@olsongroupltd.com>  
**Date:** September 18, 2023 at 8:48:38 AM EDT  
**To:** "Ray, Noah" <NRay@coj.net>  
**Cc:** "Ayoub, Andre" <AyoubA@coj.net>, Accounting <accounting@olsongroupltd.com>  
**Subject:** Re: COJ/Olson Group Contract Extension

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

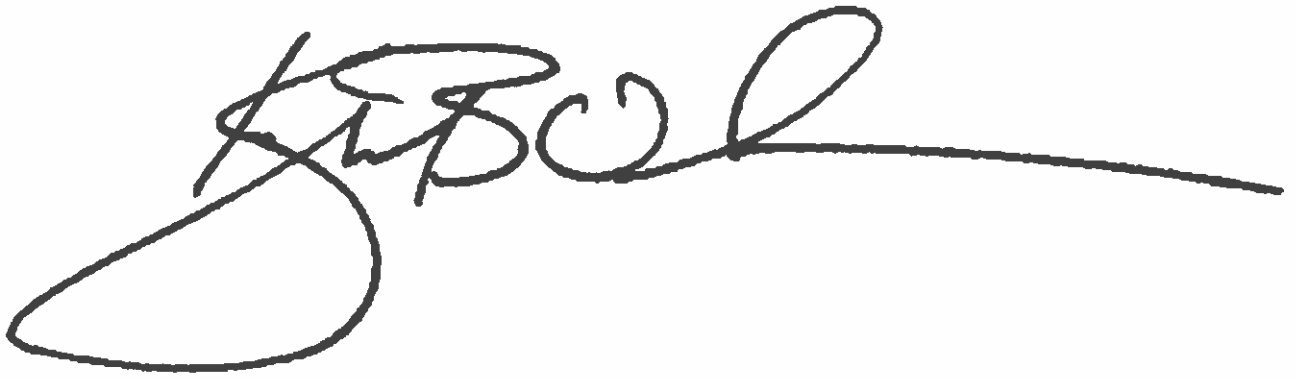
Mr. Ray:

I trust this message finds you well.

This is to acknowledge that The Olson Group, Ltd. (OGL) agrees to exercise the six-month renewal option in accordance with the terms set out in Section 4 of our contract with the City of Jacksonville, Agreement POA-70179-23.

We appreciate the continued confidence you have displayed in OGL and look forward to supporting the City and its regional partners in the execution of this project.

Best regards,



**Kyle B. Olson**  
**President**



**Mobile: (703) 6**

**Office: (703) 51**

**Web: [www.olsongroupltd.com](http://www.olsongroupltd.com)**

**Address: 11 Ca**

---

**From:** Ray, Noah <NRay@coj.net>

**Date:** Monday, September 18, 2023 at 8:25 AM

**To:** Ashley Frohwein <afrohwein@olsongroupltd.com>, Tim Quist <tquist@olsongroupltd.com>, Kyle Olson <kbolson@olsongroupltd.com>

**Cc:** Ayoub, Andre <AyoubA@coj.net>, Glenda Stone <gstone@olsongroupltd.com>

**Subject:** COJ/Olson Group Contract Extension

Good morning Team,

Procurement has requested an email from The Olson Group in relation to the contract extension. The email would need to state that The Olson Group agrees to exercise the six-month renewal option in accordance with the contract terms (Sec. 4).

Mr. Kyle Olson is listed as the contract manager within the document. Mr. Olson, may I please request an email stating the above, if you agree to exercise the six-month renewal option?

Thank you!

Noah Ray, MPA, FPEM  
**Emergency Preparedness Supervisor**  
Emergency Preparedness Division  
Jacksonville Fire and Rescue Department  
515 North Julia Street, Jacksonville, FL 32202  
O: 904.255.3117 | C: 904.553.4056



ONE CITY. ONE JACKSONVILLE.

**From:** Ray, Noah  
**Sent:** Thursday, September 7, 2023 8:47 AM  
**To:** Ashley Frohwein <afrohwein@olsongroupltd.com>; Villafane, Francisco <FVillafane@coj.net>; Graham, Earl <EarlG@coj.net>  
**Cc:** Ayoub, Andre <AyoubA@coj.net>; Tim Quist <tquist@olsongroupltd.com>; Glenda Stone <gstone@olsongroupltd.com>; Lori Rizzo <lrizzo@olsongroupltd.com>; Tricia Chappell <Tchappell@olsongroupltd.com>  
**Subject:** RE: Minutes from 5 Sept. 2023 EPD-OGL Weekly Check-in Meeting

Thank you Sir!

I meant to bring this up on the call: we have submitted a request to enact the six-month contract extension. For your information only, no action is needed.

Noah Ray, MPA, FPEM  
**Emergency Preparedness Supervisor**  
Emergency Preparedness Division  
Jacksonville Fire and Rescue Department  
515 North Julia Street, Jacksonville, FL 32202  
O: 904.255.3117 | C: 904.553.4056 | F: 904.630.0600

<image001.jpg>

ONE CITY. ONE JACKSONVILLE.

**From:** Ashley Frohwein <[afrohwein@olsongrouppltd.com](mailto:afrohwein@olsongrouppltd.com)>  
**Sent:** Wednesday, September 6, 2023 3:07 PM  
**To:** Ray, Noah <[NRay@coj.net](mailto:NRay@coj.net)>; Villafane, Francisco <[FVillafane@coj.net](mailto:FVillafane@coj.net)>; Graham, Earl <[EarlG@coj.net](mailto:EarlG@coj.net)>  
**Cc:** Ayoub, Andre <[AyoubA@coj.net](mailto:AyoubA@coj.net)>; Tim Quist <[tquist@olsongrouppltd.com](mailto:tquist@olsongrouppltd.com)>; Glenda Stone <[gstone@olsongrouppltd.com](mailto:gstone@olsongrouppltd.com)>; Lori Rizzo <[lizzo@olsongrouppltd.com](mailto:lizzo@olsongrouppltd.com)>; Tricia Chappell <[Tchappell@olsongrouppltd.com](mailto:Tchappell@olsongrouppltd.com)>  
**Subject:** Minutes from 5 Sept. 2023 EPD-OGL Weekly Check-in Meeting

**EXTERNAL EMAIL:** This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon, all.

Attached and pasted below, please find the minutes from our Weekly Check-in Meeting held yesterday morning. Please contact me with any questions or concerns.

Respectfully,

Ash Frohwein  
Senior Associate



**The Olson Group, Ltd.**  
EXPERIENCE • INSIGHT • SERVICE

Mobile: (904) 568-6341

Web: [www.olsongrouppltd.com](http://www.olsongrouppltd.com)

Address: 11 Canal Center Plaza, Suite 103 Alexandria, VA 22314

**Jacksonville MSA**  
**OGL-EPD Weekly Check-In Meeting: September 5,**  
**2023**

**Date/Location:** On September 5, 2023, at 10:00 a.m. ET, an OGL-EPD Weekly Check-in Meeting was held virtually via Microsoft Teams.

**Meeting Participants:**

Name	Organization	Email
Noah Ray	City of Jacksonville/EPD	<a href="mailto:nray@coj.net">nray@coj.net</a>
Earl Graham	City of Jacksonville/EPD	<a href="mailto:earlg@coj.net">earlg@coj.net</a>
Paco Villafane	City of Jacksonville/EPD	<a href="mailto:fvillafane@coj.net">fvillafane@coj.net</a>
Ash Frohwein	OGL	<a href="mailto:afrohwein@olsongroup ltd.com">afrohwein@olsongroup ltd.com</a>
Tim Quist	OGL	<a href="mailto:tquist@olsongroup ltd.com">tquist@olsongroup ltd.com</a>
Glenda Stone	OGL	<a href="mailto:gstone@olsongroup ltd.com">gstone@olsongroup ltd.com</a>

### Overview of Discussion:

1. Ash opened the meeting by requesting an update on the virtual meeting Noah and Director Ayoub held on Friday, August 25, with the four surrounding County EM directors; OGL was not in attendance.
  1. Noah stated that, during the August 25 meeting, the counties did not provide any additional information other than what we had already heard from them.
  2. Director Ayoub and Noah explained to the County EMs that the Regional RCICP is supposed to be a framework rather than a plan. This explanation seemed to put the other counties a little more at ease with this project.
  3. The County EMs continued to express their concern of not having enough time and funding to support this project.
  4. Director Ayoub wants to follow-up with the counties one-on-one.
  5. Noah plans to send out the revised RCICP with a sheet summarizing outstanding items.
  6. The revised course of action proposed by OGL purposely did not focus on exercising or finalizing the RCICP. Instead, it proposed holding a Regional Coordination Workshop focusing on a scenario-based discussion with a smaller number of core capabilities (i.e., Logistics and Supply Chain Management, Operational Coordination, plus at most one more core capability). During the Workshop, participants will examine county-to-county coordination during a catastrophic incident, which will help form a basis for the subsequent operations-based exercises. Ash stated that OGL will provide an information sheet to lay out the specifics of the OGL-proposed course of action.
2. EPD has shared, via the OGL SharePoint site, all local-level plans they have. EPD is still looking for any mutual aid agreements and any other information relating to county-to-county coordination planning.
3. Tim composed a list of the local-level plans received broken down by county, which will ensure OGL has received all the plans that EPD has. Tim shared this document via email during the Weekly Check-in Meeting.
4. Ash explained how the Regional Coordination Workshop, MOUs, Mutual Aid Agreements, and local-level plans will lead to a basis that can be exercised.
  1. OGL will compose an information sheet explaining the revised course of action, including the purpose and scope of the Regional Coordination Workshop.
  2. OGL will also develop an email to request any additional relevant local-level plans from the counties, including explanation of why we are asking for them and how they will be used to develop the exercises. The email will also cover the expected level of effort

from the counties and present options regarding the counties' levels of participation (i.e., serving as fully engaged personnel, observers, etc.).

3. OGL requested that EPD provide any MOUs/Mutual Aid Agreements in place with the surrounding counties and COAD/VOADs. Noah will attempt to locate the statewide Mutual Aid Agreement.
5. Noah has searched for relevant regional plans at the FDEM level, and found that there are none, which the Regional Coordinator confirmed. The state-level plan does at least mention regional support for sheltering.
6. Noah expressed that there may not be a lot of direct involvement by EM in the exercise series but wants to encourage the EMs to forward the workshop and exercise information to stakeholders (e.g., fire, law enforcement, etc.) within their county.
7. Tim reminded everyone that the previous plan was for the Workshop to be held during the last week of September; the Workshop will need to occur then.
8. Ash stated that we will need to have at least two planning meetings for the Regional Coordination Workshop, which will build upon the C&O, IPM, and MPM already conducted for the previously planned CONOPS SWOT Workshops. Tim emphasized the importance of scheduling these meetings ASAP to ensure we are able to conduct the Regional Coordination Workshop in late September.
9. Ash offered OGL's assistance, if desired, in preparing for and/or conducting the one-on-one calls with the counties.

**Next Steps:**

Responsibility	Task	Due Date	Status
EPD	Continue to post any relevant plans, MOUs, and/or Mutual Aid agreements received/identified to OGL shared drive	Ongoing	Pending
OGL	Draft an information sheet explaining the revised course of action, including the Regional Coordination Workshop	Friday, September 8	Pending
OGL	Draft an email requesting relevant local-level plans from the Counties	Monday, September 11	Pending
OGL and EPD	Schedule two planning meetings for the Regional Coordination Workshop	ASAP	Pending



# City of Jacksonville, Florida

**Lenny Curry, Mayor**

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY ONE JACKSONVILLE

December 1, 2022

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Re: P-25-22 Training and Exercise Design, Management and Program Support  
Jacksonville Fire & Rescue Department/Emergency Preparedness Division**

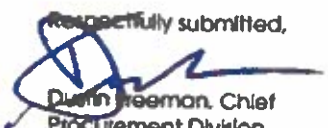
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a contract with The Olson Group, Ltd. for Training and Exercise Design, Management and Program Support to incorporate the attached Scope of Services Identified as Exhibit 'A' and Contract Fee Services Identified as Exhibit 'B'; the maximum indebtedness will be a not-to-exceed amount of \$322,100.00; and the period of service will be from execution of the contract thru September 30, 2023, with one (1) six-month renewal option remaining at terms mutually agreeable. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Durin Freeman, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED

  
Lenny Curry, Mayor

Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No: 2019-02

This 1<sup>st</sup> day of DECEMBER 2022

DF: ab

cc Council Auditor  
James McCon, Jr., CGC  
Subcommittee Members



**ONE CITY. ONE JACKSONVILLE.**

# City of Jacksonville, Florida

**Lenny Curry, Mayor**

Jacksonville Fire and Rescue  
Emergency Preparedness Division  
(904) 255-3110  
[www.coj.net/jaxready](http://www.coj.net/jaxready)

## MEMORANDUM

November 15, 2022

**TO:** Dustin Freeman, Chairman  
Professional Services Evaluation Committee

**FROM:** Noah Ray, Emergency Preparedness Supervisor *NR*  
Jacksonville Fire & Rescue Department, Emergency Preparedness Division

**THROUGH:** Chief Todd Smith, Division Chief *TS*  
Jacksonville Fire & Rescue Department, Emergency Preparedness Division

**SUBJECT:** P-25-22 Training and Exercise Design, Management, and Program Support

As a result of fee and contract negotiations with The Olson Group, Ltd., we recommend that the City enter into a contract with The Olson Group, Ltd., for Training & Exercise Design, Management & Program Support.

The Olson Group, Ltd., has agreed to the following:

1. Adding *Other Direct Project Costs* to support implementation and conduct of exercises, including but not limited to: costs for venue rental charges, meeting expenses, transportation charges, subject matter expert services, communications equipment, simulation technology services, video documentation, and other costs not to exceed \$200,000.00. These costs are in addition to the flat fee of \$122,100.00, bringing the total project cost to \$322,100.00.

These costs will be funded through the Regional Catastrophic Preparedness Grant Program award.

The contract shall begin upon signature by both parties through September 30, 2023, with an option to renew for an additional six months until March 30, 2024. This option is contingent upon approval for a six-month extension request being approved by FEMA to extend the grant period of performance and budget period. All other terms and conditions are according to the Scope of Services outlined in the Request for Proposal. The maximum indebtedness shall not exceed \$322,100.00 for the term of the contract.



Form 1 - Price Sheet

NAME OF CONSULTANT The Olson Group, Ltd.

Proposal Number P 25 22

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

\$122,100.00

Deliverable #1	<u>\$ 4,300.00</u>
Deliverable #2	<u>\$ 17,500.00</u>
Deliverable #3	<u>\$ 17,400.00</u>
Deliverable #4	<u>\$ 14,000.00</u>
Deliverable #5	<u>\$ 32,700.00</u>
Deliverable #6	<u>\$ 31,100.00</u>
Deliverable #7	<u>\$ 5,000.00</u>

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer):	\$	hr.
Project Manager (Responsible Professional):	\$	hr.
Exercise Director	\$	hr.
Evaluator	\$	hr.
Controller	\$	hr.
Facilitator	\$	hr.
Support staff	\$	hr.

3. Other Direct Project Costs Not to Exceed \$200,000.00

Including but not limited to:

Venue rental charges, Meeting expenses, Transportation charges,

Subject matter expert services, Communications equipment,

Simulation technology services, Video documentation, Etc.

4. Estimated percentage of total fee to be performed by sub-contractors 0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

**Federal Form 1**  
**Certification Regarding Debarment, Suspension**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name Project Name Jacksonville Trainin & Exercise Design, Management & Program Support

Title Project Number P 25-22

Firm Tax ID Number 20-3551189

Street Address DUNS Number 11 Canal Center Plaza, Suite 103 DUNS: 623579898

City, State, Zip Alexandria, Virginia 22314

Signature  \_\_\_\_\_

Date June 17, 2022

#70179-23

**CONTRACT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
THE OLSON GROUP, LIMITED, INC.  
FOR  
TRAINING AND EXERCISE DESIGN, MANAGEMENT AND PROGRAM SUPPORT**

**THIS CONTRACT** for training and exercise design, management, and program support (the "Services") is made and entered into in duplicate this 13 day of February, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **THE OLSON GROUP, LIMITED, INC.**, a foreign profit corporation with principal offices at 11 Canal Center Plaza, Suite 103, Alexandria, Virginia, Florida 22314 (the "Consultant").

**WITNESSETH:**

**WHEREAS**, City issued Request for Proposal No. P-25-22 (the "RFP") for the Services described in the RFP; and

**WHEREAS**, based on Consultant's response to the RFP, City has negotiated and awarded this Contract to Consultant; now therefore

**IN CONSIDERATION** of the premises and the mutual covenants contained below and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. **Performance of Services.** Consultant shall perform the Services as described in and according to (i) the RFP and the Response, each of which is incorporated into and made a part of this Contract, and (ii) the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by this reference.

2. **Compensation.** Consultant shall be paid for the Services the fees detailed in the Contract Fee Schedule, attached hereto as **Exhibit B** and incorporated herein by this reference. City shall pay Consultant for the Services an amount not to exceed \$322,100.00, as detailed in **Exhibit B**.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of service shall

be a fixed monetary amount not to exceed THREE HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$322,100.00).

4. **Term.** The period of service of this Contract shall commence on the Effective Date and continue and remain in effect through September 30, 2023, with one (1) six-month renewal option on terms mutually agreeable to the parties.

5. **Contract Documents.** This Contract consists of the following documents, which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- (i) This document, as modified by any subsequent signed amendments.
- (ii) Any amendments to this document.
- (iii) Specific information regarding the RFP (Section 1 of the RFP).
- (iv) Description of Services (Section 4 of the RFP).
- (v) General Instructions (Section 2 of the RFP).
- (vi) General Terms and Conditions of Agreement (Section 3 of the RFP).
- (vii) Any purchase order under the Contract.
- (viii) Exhibits attached hereto.
- (ix) The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

6. **Notice.** All notices under this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Noah Ray, Emergency Preparedness Supervisor  
Emergency Preparedness Division  
Jacksonville Fire and Rescue Department  
515 North Julia Street  
Jacksonville, Florida 32202

As to Consultant:

Kyle Olson, President  
The Olson Group, Limited, Inc.  
1116 Priscilla Lane  
Alexandria, Virginia 22308

7. **Contract Managers.** Each party shall designate a Contract Manager during the Term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to this Contract. As of the Effective Date, City's Contract Manager is Noah Ray (Phone: 904.255.3117; [nray@coj.net](mailto:nray@coj.net)), and Consultant's Contract Manager is Kyle Olson (Phone: 703.625.9387; [kbolson@olsongroupltd.com](mailto:kbolson@olsongroupltd.com)). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided by email.

8. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Consultant. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Consultant may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Consultant acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments.** All changes to, additions to, modifications of, or amendments to this Contract or any of its terms, provisions, and conditions shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

10. **Counterparts.** This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

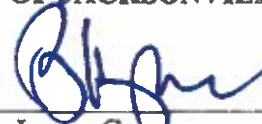
IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

**ATTEST:**

By  \_\_\_\_\_  
James R. McCain,  
Corporate Secretary

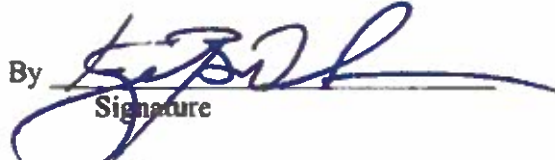


**CITY OF JACKSONVILLE**

By  \_\_\_\_\_  
Lenny Curry  
Mayor  
Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2019.02  
**THE OLSON GROUP, LIMITED, INC.**

**WITNESS:**

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type/Print Name  
\_\_\_\_\_  
Title

By  \_\_\_\_\_  
Signature  
Kyle B. Olson  
Type/Print Name  
\_\_\_\_\_  
President  
Title

Encumbrance and funding information for internal City use:

Account: .....

Amount: ..... \$322,100.00

**Total Maximum Indebtedness: \$322,100.00**

The above-stated amount is the maximum fixed monetary amount of the foregoing contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.



\_\_\_\_\_  
Director of Finance  
City Contract No. 70179-23

Form Approve:



\_\_\_\_\_  
Office of General Counsel







# City of Jacksonville, Florida

**Donna Deegan, Mayor**

Planning and Development Department  
214 North Hogan Street #300  
Jacksonville, FL 32202  
(904) 630-CITY  
www.coj.net

ONE CITY. ONE JACKSONVILLE.

## MEMORANDUM

**DATE:** October 2, 2023

**TO:** Dustin Freeman, Chief  
Procurement Division

**FROM:** Laurie Santana, Chief of Transportation Planning Division  
Planning and Development Department

Matt, Fall, Bike / Pedestrian Coordinator  
Planning and Development Department

**Subject:** Certification Letter for RFP # - P-33-23 Consultant Services to Develop Vision Zero Action Plan

---

Please take appropriate action to issue a Request for Proposal (RFP) for the referenced professional services.

The following information is furnished in accordance with chapter 126.302 of the City Ordinance Code.

1. The general purpose of the service or study:  
Assist the City's Transportation Planning Division with developing a Vision Zero Action Plan (VZAP).
2. The Objective of the study or services: To identify and develop the City's Action Plan, with actionable items, performance targets, 5-year projects list, a High Injury Network (HIN) of priority safety corridors, recommended safety countermeasures, and other VZAP elements that may be implemented by the City to reduce the number of bicycle and pedestrian fatalities to zero by the year 2035.
3. The estimated period of time needed for the service or study: 12-14 months
4. The estimated cost of the service or study: \$240,000.00
5. This does not duplicate a prior or existing study.

6. There are no current contracts or prior services or studies which are related to the proposed study or service.
7. The Department does not have the resources or number of staff required to complete the study.
8. The names and telephone numbers of two representatives from the using agency designated to serve on the evaluation committee as subcommittee members:
  - a. Lurise Bannister 255-7839
  - b. Matt Fall 255-7830
9. A project funding account number: 11401.144001.531090.010790.00000000.00000.0000000
10. The names and Email addresses of specific consultants the using agency wishes to be included in the solicitation process:

England-Thims & Miller, Inc., Daniel Ashworth: [AshworthD@etminc.com](mailto:AshworthD@etminc.com)  
 EXP, Tyler Blair: [Tyler.Blair@exp.com](mailto:Tyler.Blair@exp.com)  
 The Haskell Company, Allan Iosue: [Allan.Iosue@haskell.com](mailto:Allan.Iosue@haskell.com)  
 Atkins, Wiatt Bowers: [wiatt.bowers@atkinsglobal.com](mailto:wiatt.bowers@atkinsglobal.com)  
 Others: Toole, WSP, HALFF, and VHB

11. A signed statement to the effect the individuals responsible for developing the scope and Certification letter and the two individuals named herein to serve as subcommittee Members, have read and understand the Procurement Manual and Procurement Committee Guidelines dated April, 2023

  
 Lurise Bannister

\_\_\_\_\_  
 Lurise Bannister

Manager Transportation Planning Division  
 TITLE:

 9/26/23  
 Matt Fall

\_\_\_\_\_  
 Matt Fall

Bike / Pedestrian Coordinator  
 TITLE:





ONE CITY. ONE  
JACKSONVILLE.

# City of Jacksonville, Florida

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*Donna Deegan, Mayor*

City Hall at St. James  
117 W. Duval St.  
Jacksonville, FL 32202  
(904) 630-CITY  
[www.coj.net](http://www.coj.net)

## MEMORANDUM

**TO:** Dustin Freeman, Chairman  
Professional Services Evaluation Committee

**FROM:** Laurie Santana, Chief *LS*  
Transportation Planning Division

**RE:** P-02-21 On-Call Transportation Planning Services

**DATE:** September 29, 2023

---

The Transportation Planning Division would like to exercise the first of our 3, one-year renewal options of our contract between the City of Jacksonville and **AtkinsRéalis**, previously named **Atkins North America, Inc.**, to allow them to continue to provide professional On-Call Transportation Planning Services to our department.

The initial contract period was for two (2) years from date of execution of contract with three (3) one-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of \$1,500,000.00. All terms and conditions of the Contract will remain the same as initially agreed upon.

cc: Alex Baker, PSEC Specialist



September 29, 2023

Laurie Santana  
Planning Manager  
City of Jacksonville  
214 North Hogan Street, Suite 300  
Jacksonville, FL 32202

AtkinsRealis  
8375 Dix Ellis Trail  
Suite 102  
Jacksonville, FL 32256

**Dear Laurie,**

The Master Agreement between the City of Jacksonville and AtkinsRealis has a term of two years. This term ended on August 20, 2023. The contract allows for up to three one-year terms.

We would respectfully request that the first one-year extension be implemented.

Please feel free to contact me should you have any questions or need anything additional from me.

Thank you,

Wiley C. Page Jr., AICP  
Vice President, Transportation Planning





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# City of Jacksonville, Florida

*Donna Deegan, Mayor*

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

**TO:** Dustin Freeman, Chairperson  
Professional Services Evaluation Committee

**THRU** Nina Sickler, P. E.  
Acting Director of Public Works

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

Nikita Reed, P. E., Project Manager  
Engineering and Construction Management Division

**DATE:** September 25, 2023

**RE: REQUEST FOR PROPOSALS – RFP NO. P-39-23  
MASTER STORMWATER MANAGEMENT PLAN (MSMP)  
PROGRAM MANAGEMENT SERVICES - REBID**

**COJ PROCUREMENT**

'23 OCT 2 PM 4:27:0

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

1. The general purpose of these services is stated in the accompanying RFP.
2. The objective of this request is to make available professional services as stated in the RFP.
3. The services shall be performed in accordance with negotiated time schedules.
4. The cost for these services is estimated at approximately \$1,000,000.
5. These services will not duplicate prior or existing work.
6. There are no current or prior services directly related to this request.
7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
8. The Department of Public Works does not have the in-house capabilities to provide these services.

9. A subcommittee composed of Robin Smith, P. E., Chief, Engineering and Construction Management Division, 255-8710; and Nikita Reed, Project Manager, Engineering Design Section, Engineering and Construction Management Division, 255-8702, is assigned to review submittals for this RFP.
10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
11. Funding will be identified at the time purchase orders are issued for these services.
12. All firms who have expressed an interest in furnishing Professional Engineering Services as detailed in the RFP should be mailed a notice of this RFP.
13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated April 2022.
14. Three (3) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

Attachment: Request for Proposals  
Risk Management Approval (sent by e-mail)  
EBO Approval (sent by e-mail)

cc: Lori West, Contract Specialist, Engineering Division







# City of Jacksonville, Florida

*Donna Deegan, Mayor*

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

ONE CITY. ONE JACKSONVILLE.

September 26, 2023

**COJ PROCUREMENT**

TO: Dustin Freeman, Chairman  
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E. *Nina Sickler*  
Acting Director of Public Works

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

Fred Sumter *F. Sumter*  
Public Works Construction Project Manager

SUBJECT: Contract Scope and Fee Approval P-36-22  
GAI Consultants, Inc.  
Construction Engineering & Inspection Services to McCoy's Creek Outfall  
Improvements with Riverwalk

'23 OCT 2 PM 4:27:31

The Engineering Division has negotiated with the consultant selected for Construction Engineering & Inspection Services to McCoy's Creek Outfall Improvements with Riverwalk, resulting in the attached Scope of Services, Exhibit A and Fee Schedule, Exhibit B. JSEB firms to be utilized to meet the 30% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Construction Engineering & Inspection Services to McCoy's Creek Outfall Improvements with Riverwalk that includes the attached Scope of Services identified as Exhibit "A" and Rate Schedules, identified as Exhibit "B". Each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto. The maximum indebtedness of the City pursuant to this agreement is \$5,000,000.00. The Period of Service will be to Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

RGS/lw

Attachment: Exhibits A & B  
JSEB Participation

cc: Lori West, Contract Specialist



Jacksonville Office  
12574 Flagler Center Boulevard  
Suite 202  
Jacksonville, Florida 32258

EXHIBIT A  
T 904.363.1110  
F 904.363.1115

September 19, 2023  
GAI Project No.: R220965.00

David Hahn, P.E.  
Engineering Manager  
Paving and Drainage Design Section  
214 N. Hogan Street, 10th Floor  
Jacksonville, Florida 32202

Attention: Mr. Hahn, PE

Sent Via E-mail: [hahn@coj.net](mailto:hahn@coj.net)

**City of Jacksonville RFP# P-36-22 – Scope and Fee  
Construction Engineering and Inspection Services for the McCoys Creek Outfall Improvements with  
Riverwalk Project, Jacksonville, Florida**

Dear Mr. Hahn, PE:

GAI Consultants, Inc. is pleased to provide you with the proposed staff-hours and rates to provide the required Construction and Engineering Inspection services on the McCoys Creek Outfall Improvements with Riverwalk Project. The proposed scope and fee will allow for the inspection and administrative services on the project, any geotechnical inspection and other incidental items. The total fee for the 550 days of construction utilizing the approved contract positions for GAI and subconsultants at the approved rates.

Meskel and Associates Engineering, PLLC. (MAE) and CSI-Geo, Inc. (CSI) will serve as our JSEB subconsultants, with a combined JSEB participation totaling over 30% of the CEI contract.

The subconsultants selected for the project will have the required personnel to address specific engineering and administrative needs on the project. We look forward to working with you and the rest of the City's team on this important project. If you have any questions, or need any additional information, please do not hesitate to give me a call.


Sincerely,

**GAI Consultants, Inc.**

**Kevin R. Leadbetter**

Kevin Leadbetter, PE

President – Transportation/Infrastructure

 Digitally signed by Kevin R. Leadbetter  
DN:  
E=k.leadbetter@gaiconsultants.com,  
CN=Kevin R. Leadbetter  
Date: 2023.09.25 08:12:14-04'00'

Attachments: Exhibit A- Proposed Scope  
Exhibit B- Proposed Rates for GAI, MAE and CSI

cc: Andre Sutherland  
Lori West

**Exhibit A**  
**SCOPE OF SERVICES**

**CLIENT:** City of Jacksonville – Department of Public Works

**PROJECT:** Construction Engineering and Inspection Services for McCoys Creek Outfall Improvements with Riverwalk COJ RFP# P-36-22

**CONSULTANT:** GAI Consultants, Inc.  
12574 Flagler Center Blvd., Suite 202  
Jacksonville, Florida 32258

**GENERAL**

The McCoys Creek Outfall Improvements with Riverwalk being undertaken by the City of Jacksonville for the reconstruction of the creek and outfall from west of the Riverside overpass to the St. Johns River along with other incidental items. GAI Consultants, Inc.(GAI) and supporting Sub-Consultant services provided by CSI-Geo, Inc.(CSI-Geo), and Meskel & Associates Engineering, PLLC (Meskel) collectively known as GAI will be providing Construction Engineering and Inspection Services for this project. The CEI Scope of Services outlined under Section 4.0 of the RFP # P-36-22 will be performed by GAI Consultants, for the City of Jacksonville, also referenced as "City" under the contract for P-36-22.

GAI will provide onsite construction inspection, management, and administrative services to verify the quality and quantity of work, but will not override the contractor's means, methods, techniques, sequences, or procedures of the construction selected by the contractor(s) or the safety precautions and programs incidental to the work of the contractor(s). GAI's efforts will also be directed toward assisting in the interpretation of the prepared drawings and specifications, shop drawing review, assistance in the resolution of field problems or questions, and determining whether the completed project will conform to the contract documents. GAI will continually verify the project is compliance with the City's procedures and the project's overall compliance with the contract documents.

**INSPECTION REQUIREMENTS**

The scope of the inspection for the remaining work includes but is not limited to the following: maintenance of traffic; dewatering; control and abatement of erosion and water pollution; bridge demolition; grading; excavation and embankment; construction of roadway elements; modification of the existing bridge approaches; reinforced steel , approach slab pours; barrier wall pours; sheet pile wall construction; signing and pavement markings and other incidental construction. All required certifications will be maintained by onsite personnel as outlined in the City's RFP's Scope of Services Section 4.0. Time is of the essence on this contract and could require alternate or accelerated work schedules. GAI will adequately Staff the project accordingly. Inspection duties will also include any monitoring for the removal and replacement of subsoil material due to unsuitable soils discovered on the project site.

## **ADMINISTRATION REQUIREMENTS**

GAI shall oversee the daily administration of the contract, which includes but is not limited to documenting daily work efforts including contractors' personnel, reviewing and verifying all materials meet the contract requirements, review as-built drawings for accuracy, data entry into for samples taken, verifying contractor's quality control test results, resolving monthly pay requests and contract modifications.

Other activities include directional bore verification, inspection of drainage structures and verifying inverts, utility coordination, maintaining required project documents. Meskel Engineering will perform laboratory verification for earthwork and concrete items, on an as-needed basis and will also assist with any field verification for steel sheet tie-back inspection and testing. Both CSI and Meskel will provide field inspection services during the project. GAI will monitor all RFIs, RFCs and RFMs, coordinate with the City, provide monthly aerials to document progress, verify key survey data and as-built pedestrian/work access bridge elevations, review change orders and assist the City in any Dispute Resolution meetings and contractor's request for equitable payment for additional work. GAI will also facilitate bi-weekly progress meetings and pre-work meetings. GAI will assist in coordinating with adjacent projects and affected third parties while resolving onsite issues with the contractor's daily operations. GAI will assist the City's Public Affairs Officer with required coordination for updates and progress photos needed for public release and any additional public outreach required for the project.

GAI shall review the contractor's monthly CPM Schedule for overall compliance and forward a copy to the City.

**NPDES Inspections** – Immediately following each rainfall event of ½" or greater, the inspector will visit the site, inspect all erosion/sedimentation control measures, direct the contractor to repair or replace damaged erosion/sedimentation controls and verify that the required work is done in accordance with the NPDES/permit requirements.

**Authority** – The City gives GAI the authority to require the contractor to correct all work not in compliance with the approved plans and/or City requirements. If the contractor refuses or fails to take the required corrective action, GAI shall immediately notify the City.

**Testing** – GAI's qualified field representatives will be responsible for selecting locations for verification of concrete plastic and compressive strength, compaction and density testing and verifying that all required Contractor's Quality Control testing is performed in accordance with City's requirements/specifications for locations and frequency. Field verification samples will be collected by GAI. Laboratory Verification Samples will be tested by Meskel, as needed at an accredited lab and by qualified personnel, as required to meet the contract requirements.

The construction contractor is expected to provide his own quality assurance testing and will be independent of the services provided herein.

All inspection and testing requirements will be verified while construction operations are being performed including weekends and holidays.

**Inspector Logs** – GAI and its subconsultants' onsite inspector shall maintain an inspection log throughout the duration of construction. This log shall include but not be limited to the following:

- Location and description of construction operations taking place at time of site visit.
- Specific information regarding inspection/acceptance of project materials
- Information on construction problems and directions given to the contractor to resolve the problems.
- Summaries of contractor's personnel and equipment.

On days where there is no construction or no construction requiring inspection, the daily log should note either that there was no activity or list the operations that were taking place (per the contractor) and state "No inspection required". A copy of all documents will be provided to the City.

**Shop drawings** – Upon receipt of shop drawing from the contractor, GAI shall forward the Contract's shop drawing review for each component requiring shop drawings. GAI shall coordinate with the Engineer of Record in the shop drawing review process. GAI will coordinate the review and strive to return shop drawings within the allowable timeframe or less to the contractor. Final approved shop drawings shall be submitted to the City to be RFC'ed after all comments are resolved.

**As-builts** – GAI shall review as-builts drawings. Drawings that do not meet the requirements outlined in the Contract Documents will be returned to the Contractor for correction. Final as-built drawings shall be submitted to the City for concurrence and acceptance.

**Contractor Pay Requests and Change Orders** – GAI's Project Administrator and Senior Project Engineer will assist the City's Project Manager as-needed with evaluating the contractor's pay request. GAI will assist the City's Project Manager as necessary in processing of the pay request and processing of any Contractor change order requests on the project.

**Substantial Completion** – The City shall be notified in advance of the substantial completion inspection to allow the City's various Departments time to plan to participate. GAI, in coordination with the City's Project Manager, will also keep the City's personnel updated of the project's milestones and supply any requested documents for review.

Following the Substantial Completion inspection, a copy of the punch list of items to be completed along with a list of the persons attending the inspection shall be e-mailed to each of the above agencies.

**Final Documentation** – Prior to the City's acceptance of the project, GAI will turn over the following documents:

- Original Inspector's Logs
- All test reports for the project (including those tests that failed and were retested)
- All approved shop drawings
- Complete the One Year Warranty Inspection and verify any identified warranty items are corrected timely by the prime contractor.
- Certification stating that the materials and construction that were inspected by the GAI's qualified individual, that all inspection services were provided as outlined in the scope of services, that construction has been completed in substantial conformance with the approved plans, and that the as-built drawings have been reviewed and meet the City's requirements. This certification is to be signed and sealed by the Contractor's surveyor based upon the construction contract.

### **Schedule**

GAI will provide, as needed, the above-described services during construction, and closeout of the project. Work is expected to begin by September 15, 2023, with coordination and shop drawings followed by field work starting on December 1, 2023. Construction is expected to continue for 550 consecutive days with Substantial completion for the construction contract is currently estimated to be *May 4, 2025*, with Project Closeout by *June 3, 2025*.

No additional compensation will be provided by GAI in the event the construction goes beyond *June 3, 2025*, unless authorized by the City. Should the construction time exceed the current *Project Closeout date*, and additional compensation is required above the proposed fee to continue provision of services, GAI will receive written authorization for compensation from the City prior to providing any additional services.

### **Method of Compensation**

Payment will be made in accordance with the City's original contract. No changes will be made to the original contract and terms of payment unless mutually agreed to by the City and GAI.

### **Exclusions from Scope of Service**

The Contractor shall be responsible for his Quality Control Inspection efforts required by the construction contract. GAI Consultants will not be responsible for offsite testing and inspection at fabrication facilities for steel products, casting yards for precast and prestressed concrete structures and all other similar locations which require inspection and testing.

The field office and required space, electricity, and internet connection for GAI to accomplish daily tasks and keep the required field records will be supplied by the City

through the construction contract. GAI will not be expected to pay for the associated field office and the associated field office expenses.

**Additional Services**

Additional services may be added to this contract during work based on negotiated fees. The City's staff and GAI shall jointly determine these respective fees. No work shall be undertaken on any additional service tasks without the written authorization of the City.



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

<b>PART I - GENERAL</b>				
1. Project Construction Engineering and Inspection Services for McCoys Creek Outfall Improvements with Riverwalk		2. Proposal Number P-36-22		
3. Name of Consultant GAI Consultants, Inc.		4. Date of Proposal 9/19/2023		
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Project Engineer	\$90.00		\$0.00	
Project Administrator	\$64.00		\$0.00	
Secretary/Clerk	\$35.00		\$0.00	
CEI Sr. Inspector (Structural/Rdwy)	\$42.00		\$0.00	
CEI Inspector (Structural/Rdwy)	\$33.50		\$0.00	
Environmental Scientist	\$68.00		\$0.00	
3 Man Survey Crew- GAI	\$105.00		\$0.00	
Sr. Surveyor/Mapper- GAI	\$72.00		\$0.00	
Sr. CAD Technician	\$57.00		\$0.00	
<b>TOTAL DIRECT LABOR</b>		0 Hours		\$0.00
6. Overhead (Combined Fringe Benefit & Administrative)			175.00%	\$0.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$0.00
8. PROFIT: Labor Related Costs (Item 7)			x 10%	\$0.00
<b>PART III - OTHER COSTS</b>				
9. Miscellaneous Direct Costs			\$	
			\$	
			\$	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$0.00
10. SUBCONTRACTS (Lump Sum)			\$	
			\$	
<b>SUB-CONTRACT SUB-TOTAL</b>				\$0.00
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				\$0.00
11. REIMBURSABLE COSTS (Limiting Amount)			\$	
CSI-Geo, Inc.			\$	
MAE			\$	
<b>SUB-TOTAL REIMBURSABLES</b>				\$0.00
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF AMENDMENT #1 (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				\$0.00
12. PRIOR CONTRACT AMOUNT				\$0.00
<b>AMENDED AMOUNT OF CONTRACT</b>				\$0.00

EXHIBIT B

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

**PART I - GENERAL**

<b>1. Project</b> McCoys Creek Outfall Improvements with Riverwalk	<b>2. Proposal No. / Contract No.</b> P-36-22 / <b>TBD</b>
<b>3. Name of Consultant</b> CSI Geo, Inc.	<b>4. Date of Proposal</b> 09/07/23

**PART II - LABOR RELATED COSTS**

<b>5. Direct Labor</b>	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Project Manager/CEI Liaison			\$ 0.00	0.00
Senior Project Engineer			\$ 0.00	0.00
Project Engineer/Administrator			\$ 0.00	0.00
Contract Support Specialist			\$ 0.00	0.00
Resident Compliance Specialist			\$ 0.00	0.00
Sr Bridge/Rdwy Inspector	\$ 36.00		\$ 0.00	0.00
Sr Bridge/Rdwy Inspector			\$ 0.00	0.00
Bridge/Rdwy Inspector	\$ 28.00		\$ 0.00	0.00
Bridge/Rdwy Inspector			\$ 0.00	0.00
Asphalt Plant Technician			\$ 0.00	0.00
Inspector Aide			\$ 0.00	0.00
Estimate Auditor			\$ 0.00	0.00
Site Health & Safety Officer			\$ 0.00	0.00
Administrative/Secretarial			\$ 0.00	0.00
<b>TOTAL DIRECT LABOR</b>	#DIV/0!	0		\$ -
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	170 % x Total Direct Labor			\$ -
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				\$ -
<b>8. PROFIT: Labor Related Costs (Item 7)</b> x 10%				\$ -

**PART III - OTHER COSTS**

<b>9. Miscellaneous Direct Costs</b>			
Transportation & Shipping			\$ 0.00
Original Reproducibles			\$ 0.00
Reproduction			\$ 0.00
Other			\$ 0.00
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>			\$ -
<b>10. SUBCONTRACTS (Lump Sum)</b>			
			\$ -
<b>SUB-CONTRACT SUB-TOTAL</b>			\$ -
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>			\$ -
<b>11. REIMBURSABLE COSTS (Limiting Amount)</b>			
a) Construction Testing Services			\$ 0.00
<b>SUB-TOTAL REIMBURSABLES</b>			\$ -

**PART IV - SUMMARY**

<b>12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)	\$ -
<b>13. CURRENT CONTRACT AMOUNT</b>	
<b>14. AMENDED CONTRACT AMOUNT</b>	\$ -

**JSEB FORM 2**

**LETTER OF INTENT**  
**TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT**

CSI Geo, Inc.


(Name of JSEB Supplier/Consultant/Subcontractor)

Construction Engineering and Inspection  
Name of Services for McCoy's Creek Outfall Bid  
Project: Improvements with Riverwalk Number: P-36-22

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

\*Total amount of work to be performed or materials to be supplied, including Sales Tax

\*Scope of Work Attached

Construction Engineering and Inspection \$ 10.6%  
  
Signature of JSEB Supplier/Consultant/ Subcontractor      President      9/19/2023  
Title      Date

\* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

**This form must be used for Letter of Intent.**

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

PART I - GENERAL				
<b>1. Project</b> McCoys Creek Outfall Improvements			<b>2. Contract No.</b> P-36-22	
<b>3. Name of Consultant</b> Meskel & Associates Engineering, PLLC			<b>4. Date of Proposal</b> September 22, 2023	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 70.30		\$ 0.00	
Senior Project Engineer	\$ 60.58		\$ 0.00	
MAT Senior Inspector	\$ 36.00		\$ 0.00	
MAT Senior Inspector-OT	\$ 54.00		\$ 0.00	
MAT Inspector	\$ 31.00		\$ 0.00	
MAT Inspector-OT	\$ 46.50		\$ 0.00	
Draftsperson/CAD Operator	\$ 28.00		\$ 0.00	
Clerical	\$ 25.75		\$ 0.00	
<b>TOTAL DIRECT LABOR</b>				\$ -
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	200 % x Total Direct Labor			\$ -
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				\$ -
<b>8. PROFIT: Labor Related Costs (Item 7)</b>				\$ -
				x 10%
PART III - OTHER COSTS				
<b>9. Miscellaneous Direct Costs</b>				
Mileage	\$ 0.655		\$	
Proctor (Standard) ASTM D-698 or AASHTO T-99	\$ 130.00		\$	
Moisture Content with Percent Fines	\$ 60.00		\$	
Proctor (Modified) ASTM D-1557 or AASHTO T-180	\$ 130.00		\$	
Nuclear In-place Density	\$ 25.00		\$	
Sieve Analysis, Percent Fines	\$ 40.00		\$	
Full Sieve Analysis	\$ 65.00		\$	
Atterberg Limits	\$ 90.00		\$	
Organic Content	\$ 45.00		\$	
Limerock Bearing Ratio	\$ 320.00		\$	
Concrete Test Cylinders and Slump Test, Set of 4	\$ 120.00		\$	
Additional Cylinders	\$ 30.00		\$	
Air Content Test	\$ 40.00		\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
<b>10. SUBCONTRACTS (Lump Sum)</b>				
SUB-CONTRACT SUB-TOTAL			\$	-
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ -
<b>11. REIMBURSABLE COSTS (Limiting Amount)</b>				
SUB-TOTAL REIMBURSABLES			\$ 0.00	-
PART IV - SUMMARY				
<b>12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				\$ -

**JSEB FORM 2**

**LETTER OF INTENT**  
**TO PERFORM AS A SUBCONTRACTOR or SUB-CONSULTANT**

Meskel & Associates Engineering, PLLC

\_\_\_\_\_  
(Name of JSEB Supplier/Consultant/Subcontractor)

Name of Project: P-36-22 Construction Engineering and Inspection Services for McCoys Creek Bid Number: P-36-22  
Project: Outfall Improvements with Riverwalk

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work attached. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

\*Total amount of work to be performed or materials to be supplied, including Sales Tax

\*Scope of Work Attached

Construction Engineering Inspection	\$	21.4%
		
Signature of JSEB/Supplier/Consultant/ Subcontractor	Vice President	09/22/2023
	Title	Date

\* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will not be accepted with the bid submittal on Form 1 and the Letters of Intent at minimum there should be a percentage of JSEB usage. For solicitations that are project specific you will be required to provide a dollar amount on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

**This form must be used for Letter of Intent.**







# City of Jacksonville, Florida

**Donna Deegan, Mayor**

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

ONE CITY. ONE JACKSONVILLE.

September 21, 2023

TO: Dustin Freeman, Chairman  
Professional Services Evaluation Committee

THRU: Nina Sickler, P.E. *Nina Sickler*  
Acting Director of Public Works

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

Robert Scott, P.E. *R. Scott*  
Professional Engineer

Jill Enz *Jill Enz*  
Chief of Natural and Marine Resources

SUBJECT: Contract Scope and Fee Approval P-42-22  
GAI Consultants, Inc.  
Professional Design Services for First Coast High School Swimming Pool

**COJ PROCUREMENT**

'23 OCT 2 PM 4:28:1

The Engineering Division has negotiated with the consultant selected for Professional Design Services for First Coast Swimming Pool to provide 100% design, permitting and construction documents, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. This project was bid as encouragement.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Professional Design Services for First Coast High School Swimming Pool, that includes the attached Scope of Services, Exhibit A and Fee Schedule, Exhibit B, to provide a lump sum amount for Design Services in the amount of \$277,158.00 and not to exceed limits for: Pool Design in the amount of \$98,676.00, Architecture and Building Engineering in the amount of \$156,232.00, Geotechnical in the amount of \$7,320.00, Misc Expenses in the amount of \$5,000.00 and Various Tests in the amount of \$10,610.00, with a maximum indebtedness to the City in the amount of \$554,996.00 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

ACCOUNTS:	
32102.167104.531090.000882.00000000.00000.00000000	\$ 19,955.04
32111.167101.565051.000882.00000000.00000.00000000	\$499,395.88
32102.167104.565050.000882.00000000.00000.00000000	\$ 35,645.08
<b>TOTAL</b>	<b>\$554,996.00</b>

NS/lw

Attachment: Exhibits A& B



**Scope of Services**

**First Coast High School Pool: June 6, 2023, Updated September 12, 2023  
Construction Document and Permitting Services**

**Project Understanding**

GAI (the Consultant) understands that the City of Jacksonville (the City/Client) would like to develop construction documents and obtain all required permit for the proposed First Coast High School Public Pool, to be located on the campus of First Coast High School, located at 590 Duval Station Road, Jacksonville FL, 32218.

The proposed pool should follow the same dimensions and layout as the existing pool located at Mandarin High School located at 4831 Greenland Road, Jacksonville, FL 32258 or a 25-yard x 25-meter rectangle with integrated dive well (figure 1 & 2). Final decision to be made prior to beginning the design process. The proposed pool will be located on the exiting driver's education range at First Coast High School. It is anticipated that the proposed pool project area will encumber approximately 1 acre of the approximately 2-acre drivers education range site (figure 3).

See Google Earth Images below for reference (note: Image not to Scale).



Figure 1 - Existing Pool at Mandarin High School Figure 2 - 25yd x 25M rectangle example



Figure 3 - Existing Drivers Education Range at First Coast High School

The proposed pool will be a competition pool with two (2) 1M diving boards in the dive well section, preferred by the Client, with surrounding concrete deck, mechanical/electrical/plumbing room, and a restroom facility. The diving well is not a separate section of the pool. The pool is rectangular with one end deeper than the other.

It is understood from the Client that full locker room facilities consisting of separate showers and locker rooms for men and women are to be included on the pool deck to be utilized by competition teams. A lifeguard office is to also be included when the pool is in use during the summer months when school is closed. These facilities will be similar to the scale of various other pools throughout the city.

Specifically:

- Lockers: 20+
- Lifeguard office size - standard like at Mandarin
- Storage area for training supplies, kickboards, flotation devices, life vests, first aid and safety equipment, AED's, noodles, and other swim lesson devices
- Number of showers - 3 outside
- Outside accessible restrooms (not utilized by swim team)
- Verification of pool depth (and where) – one end of pool deep enough to utilize starting blocks
- Footprint of pool deck – as large as possible
- Lighting - underwater lighting
- Flush gutter system

The site will be fenced with at least two, but no more than three, access points of ingress egress. Height standards for pool fencing will be provided by the city. All access points should be gated/lockable from the pool deck. Security lighting along the pool deck will also be included.

Given the developed nature of the existing drivers education range site, it is assumed that no environmental services will be required for the project, and that stormwater management for the project will be accomplished by modifying the existing stormwater facility on-site. Accordingly, no environmental or wetland permitting, or other services are included with this work effort.

It is assumed that prior to commencing schematic design, the Consultant Team will hold a project kick-off meeting to finalize the details of the above referenced programming elements.

### **Scope of Services**

Based on the above Project Understanding, this Scope of Services (Scope) is outlined as follows:

#### **1.0 Project Meetings**

This task provides for client meetings at the schematic design, design development, and construction document phase of the project (3 per phase). This task also includes up to 3 additional work meetings with the Client during the life of the design and permitting work effort. Finally, this task also includes pre-application meetings with all regulatory agencies having jurisdiction for this project as well such as the City of Jacksonville, St. Johns River Water Management District, JEA, and Department of Health.

#### **2.0 Survey Services**

The Consultant previously worked on the subject site as part of the planning and schematic design of the proposed First Coast Aquatics Center. Accordingly, the Consultant is already in possession of some survey data for this site. This task proposes to work with the project surveyor to update and re-verify that existing information so that it may be used for the newly proposed use. The Consultant will deliver an updated boundary and topographic survey (signed and sealed).

#### **3.0 Geotechnical Services**

The Consultant previously worked on the subject site as part of the planning and schematic design of the proposed First Coast Aquatics Center. Accordingly, the Consultant is already in possession of some geotechnical data for this site. This task proposes to work with the project geotechnical consultant to

update and re-verify that existing information and perform six (6) additional borings in the area of the pool and ancillary structures for the newly proposed use. The Consultant will deliver a signed and sealed updated geotechnical report for the proposed project.

#### **4.0 Master Site Plan and Schematic Design**

The Consultant Team will work with the Client to develop a single Master Site Plan for the proposed Project. The Master Site plan will be revised one (1) time based on feedback from the Client. The approved Master Site Plan will serve as the basis of Schematic Design.

Based upon the owner's approval of the Master Site Plan, Consultant shall prepare Architecture, Civil Engineering and Landscape Architecture Schematic Design documents for the Client's Review and Comment.

30% Civil Engineering Design - The 30% Civil Engineering Design Plans shall consist of the following:

- Limits of Construction, Erosion and Sedimentation Control Plans
- Stormwater Pollution Prevention Plan (SWPPP) Site Map and Details
- Site Geometry, and Horizontal Control Plans and Details.
- Demolition Plans
- Construction Phasing Plan
- Typical Sections as may be applicable.
- Paving, Grading and Drainage Plans and Details
- Water, Fire and Wastewater Plans and Details
- Utility Sleeving Plan and Details
- Sidewalk and Handicap Ramp Plans and Details
- Miscellaneous Site Civil Details

30% Landscape Architecture Design - The 30% Landscape Architecture Design Plans shall consist of the following:

- Key Map/General Notes/Landscape Notes/Furnishings Schedule
- Schematic Planting Plan
- Site Hardscape Paving Plan
- Site Furnishings (selection and location) (i.e., fencing, gates, pavilions, benches, waste receptacles, drinking fountains, bleachers, lighting fixtures, etc.)
- Entrance Sign
- This task includes revising the 30% plans one (1) time based on City and Client feedback.

Architecture Schematic Design: See attached Consultant Proposal from PQH Group, Inc.

Pool Schematic Design: See attached Consultant Proposal from Counsilman-Hunsaker.

Deliverable: PDF and CAD files for the subject plans will be provided to the Client. A preliminary opinion of probable cost will also be developed and provided to the client.

#### **5.0 – 60%/100% - Design Development and Construction Documents**

Based upon the owner's approval of the Schematic Design Documents, Consultant shall 60% Design Development and 100% Construction Documents.

60% and 100% Civil Engineering Design - The Civil Engineering Design Plans shall consist of the following:

- Limits of Construction, Erosion and Sedimentation Control Plans
- Stormwater Pollution Prevention Plan (SWPPP) Site Map and Details
- Site Geometry, and Horizontal Control Plans and Details.
- Demolition Plans
- Construction Phasing Plan
- Typical Sections as may be applicable.
- Paving, Grading and Drainage Plans and Details
- Water, Fire and Wastewater Plans and Details
- Utility Sleeving Plan and Details
- Sidewalk and Handicap Ramp Plans and Details
- Miscellaneous Site Civil Details

60% and 100% Landscape Architecture Design -The Landscape Architecture Design Plans shall consist of the following:

- Key Map/General Notes/Landscape Notes
- Site Hardscape Paving Plans
- Hardscape Details
- Site Furnishings (selection, location, and details) (e.g., fencing, gates, pavilions, benches, waste receptacles, drinking fountains, bleachers, lighting fixtures, etc.)
- Landscape Planting Plan and Details
- Irrigation Plan and Details

Architecture 60% and 100% Design: See attached Consultant Proposal from PQH Group, Inc.

Pool 60% and 100% Design: See attached Consultant Proposal from Counsilman-Hunsaker.

This task includes revising each plan submittal one (1) time based on Client feedback. Cost estimating of these plan submittals will be included.

Deliverable: PDF and CAD files for the subject plans will be provided to the Client. A preliminary opinion of probable cost will also be developed and provided to the client at each interval.

## **6.0 - Site Permitting**

Consultant will prepare the necessary documents and submit to the permitting agencies. We anticipate approvals/permits from the following agencies. This serves as the basis of this Task.

- City of Jacksonville Concurrency / Mobility Applications (note: Application Fees to be paid for by others)
- Site Plan Approval
- Development Services Division (10-set)
- St. Johns River Water Management District (SJRWMD)
- ERP Permit
- JEA/EQD Permitting – Water/Wastewater
- Department of Health Permitting
- Duval County School Board Permitting

No other permits are anticipated to be required for this project. It is assumed that new utility connection points will be available immediately adjacent to the project site. It is also assumed that a private pump station will be required for sanitary sewer service.

This task includes responding to two (2) Request for Additional Information (RAI) for each of the permits identified above.

**Sub-consultants**

- PQH Group (JSEB) – Architecture
- Meskel & Associates Engineering (JSEB) – Geotechnical Engineering
- Counsilman-Hunsaker – Pool Design

**Services Not Included**

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

1. Bidding and Post Design Services
2. Traffic studies and reports.
3. New Stormwater Pond Design
4. Stormwater Pond Expansion.
5. Environmental Services.
6. No other services other than those outlined in Tasks 1 thru 5 above.

**Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will be provided all available information for the proposed project from the City of Jacksonville.

Contract Fee Summary for Engineering Division Professional Design Services for FCHS and ACHS Swimming Pools (P-42-22) City of Jacksonville, FL				
PART I - GENERAL				
1. Project FCHS Pool 100% Design and Permitting Services			2. City Contract Number TBD	
3. Name of Consultant GAI Consultants, Inc.			4. Date of Proposal 9/12/2023	
PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principals	\$ 111.33	25	\$ 2,783.25	
QA/QC Engineer	\$ 104.00	50	\$ 5,200.00	
Senior Engineer Manager (PM)	\$ 81.00	125	\$ 10,125.00	
Project Engineer	\$ 63.07	255	\$ 16,082.85	
Engineer Intern	\$ 37.70	370	\$ 13,949.00	
Sr. LA Manager (PM)	\$ 65.00	95	\$ 6,175.00	
Project LA	\$ 55.00	135	\$ 7,425.00	
LA Technician	\$ 31.12	305	\$ 9,491.60	
Lead Designer (Civil/LA)	\$ 41.20	230	\$ 9,476.00	
CAD Operator (Survey/Civil)	\$ 32.00	155	\$ 4,960.00	
Surveyor (PSM)	\$ 69.29	12	\$ 831.48	
Three-Man Survey Crew	\$ 100.21	8	\$ 801.68	
Admin	\$ 26.93	50	\$ 1,346.50	
<b>TOTAL DIRECT LABOR</b>				<b>\$88,647</b>
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				\$155,133
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$243,780
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$24,378
<b>TOTAL LUMP SUM LABOR FEE (GAI)</b>				<b>\$268,158</b>
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
GAI Expenses (Lump Sum)				\$ 1,500
Permit Application Fee Allowance (Reimbursable)				\$ 7,500
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$9,000</b>
10. SUBCONSULTANTS / CONTINGENCY				
Pool Design (Councilman Hunsaker)				\$98,676
Architecture and Building Engineering (PQH Architects)				\$156,232
Geotechnical Engineer (Meskel & Associates)				\$7,320
Subconsultant Expenses (Reimbursable)				\$5,000
Soft Digs, Hydrant Flow Tests, & Pressure Tests (Reimbursable)				\$10,610
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$277,838</b>
PART IV - FEE SUMMARY				
<b>TOTAL FEE - (Items 5, 6, 8, 9 and 10)</b>				<b>\$554,996</b>



**Counselman · Hunsaker**  
AQUATICS FOR LIFE

**EXHIBIT "B" OF AIA DOCUMENT C.401 AGREEMENT BETWEEN THE CLIENT: COMMUNITY SOLUTIONS GROUP, AND THE CONSULTANT: COUNCILMAN-HUNSAKER FOR CONSULTING FOR JACKSONVILLE FIRST COAST HIGH SCHOOL OUTDOOR POOL.**

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this 31<sup>st</sup> day of March, 2022, by and between **COMMUNITY SOLUTIONS GROUP**, hereinafter referred to as the "Client", with an address of 618 E. South Street, Suite 700, Orlando, FL 32801 and **COUNCILMAN/HUNSAKER & ASSOCIATES, INC. D/B/A COUNCILMAN-HUNSAKER**, a Missouri Corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as the "Consultant."

WHEREAS, the Client intends to design and develop an outdoor aquatic facility at First Coast High School in Jacksonville, Florida hereinafter referred to as the "Project" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS, the Client desires to retain the Consultant as its independent contractor for purposes of planning, design and engineering swimming pool(s).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

- I. **SERVICES:** The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes and outdoor competition pool with 1M diving in a 25 yd. by 25 M pool. The scope of the services to be provided by the Consultant pursuant to this Agreement shall include:

**PROGRAM CONFIRMATION PHASE**

- A. Meet with the design team and the Client's representatives to discuss the Project, confirm the design program and the Client's objectives.
- B. Review the design program developed by the Client regarding use of pool support spaces and pool. Review the physical characteristics and requirements identified for the pool and pool support spaces and provide comments and suggestions to the Client.
- C. Provide preliminary concepts of the pool for meeting program needs of the Client while complying with budget requirements, physical requirements and footprint limitations.
- D. Provide a design narrative for the swimming pool including related systems, features, and equipment.

**SCHEMATIC DESIGN PHASE**

(One) 1-day site visit

- A. Provide schematic plans and sections for the swimming pool showing critical dimensions and features including race course markings.
- B. Provide a design considerations document on swimming pool design addressing the issues and coordination between the architectural, mechanical, plumbing, electrical items and site/civil related items. This commentary will give the Client and consulting engineers a basis for developing their own design strategy to deal with those common aquatic facility design challenges. While this commentary is the result of nearly 50 years of experience observing these issues, the Client understands and agrees the responsibility for providing a successful design response to the issues is its, not the Consultant's. The Consultant is not providing engineering services for support buildings and spaces.
- C. Provide structure criteria for the Geotechnical Consultant that is required for the structural design of the pool shell.
- D. Review the physical characteristics and requirements identified for the pool with the Client. Review preliminary Schematic Design drawings prepared by the Client and Consultants regarding the following items:
  - Pool mechanical support spaces
  - Adjacencies and circulation
  - Activity program use of space and capabilities
  - Spectator facilities



- E. Provide general resource information to the Client and consultants in the following areas:
- Finishes
  - Lighting
  - Utility requirements
- F. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the Project. The Consultant does not guarantee opinion of probable costs.
- G. If required, assist the Client in opinion of cost reconciliation for the swimming pool(s) to bring the projected construction costs within the Project budget.
- H. Meet with A/E team and/or the Client's representatives to discuss the Project.

#### DESIGN DEVELOPMENT PHASE

- A. Provide Design Development drawings for the pool showing markings and features in plan and section.
- B. Provide plan and elevation of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.
- C. Provide outline specifications for Division 13 - Swimming Pool.
- D. Provide an updated opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate cost data for the Project. The Consultant does not guarantee opinion of probable costs.
- E. If required, assist the Client in opinion of cost reconciliation for the swimming pool to bring the projected construction costs within the Project budget.
- F. Provide structural design of the pool shell
- Prepare design development drawings for the swimming pool and tile movement joints, if any.
  - Prepare outline specifications for swimming pool structural items
  - Assist in coordination of pool structural items with building structure and pool deck (if applicable)
- G. Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.
- H. Provide product cut sheets to the Client for review and design team's use.
- I. Review State and Local Health Codes relating to swimming pool design and construction.
- J. Consult with the design team for coordination of design and engineering issues.
- K. Participate in remote web-based meetings via teleconference or video conference for coordination with the design team.

CONSTRUCTION DOCUMENTS PHASE

- A. Provide swimming pool drawings (SP sheets) and submit to the Client following the general format shown below. (Refer to attachments for description of Consultant's work and interface with engineering disciplines and the Client.)
1. Pool Site Plan (building or site background from the Client)
    - Design data
    - General notes
    - Reference notes
  2. Pool Plans and Sections
    - Face-to-face dimensions of the structure(s)
    - Transverse sections
    - Longitudinal sections
    - Depth dimensions
    - Wall markings
    - Wall anchors
    - Underwater lights
    - Recessed steps and grab rails
    - Stair entries, if required
    - Inlet locations
    - Main drain locations
    - Pool markings
    - Location of depth markings and warning signs
    - Depth marker schedule
    - Construction plan of the pool
  3. Pool Deck Equipment Plan
    - Equipment plan
    - Equipment schedule
    - Anchors
    - Starting blocks
    - Grab rails
    - Lane ropes
    - Diving equipment
    - Other miscellaneous equipment
    - Water polo layout
    - Deck mounted goal and anchor locations
    - Floating goal locations
    - Boundary markers and cup anchors
    - Timing system equipment plan
  4. Diving Board and Details
    - Plan(s) of diving stands

- Elevation(s) of diving stands
  - Overhead clearances for diving stands
  - Diving agitator details
  - Official requirements for diving boards
5. Pool Details
- Perimeter overflow system details
  - Wall details
  - Grab rails and recessed steps (plan and section)
  - Entry/exit stairs
  - Depth markers
  - Targets and lane markers
  - Stair and bench nosing detail
  - Tile joint detail
  - Deck equipment
  - Starting blocks
  - Timing deck box
  - Handicap lift and anchor
  - Underwater light
  - Wedge anchor
  - Stanchion anchor
  - Pool floor-to-wall cove
  - Toe ledge, if required
  - Moveable bulkhead, if required
  - Moveable floor, if required
  - Other miscellaneous pool features
6. Piping Plan
- Plan of the pool(s)
  - Surge tank location and size
  - Filter room and chemical room locations
  - Location of under floor piping and sizes
  - Building background from the Client
7. Pool Mechanical Room and Surge Tank Plans and Sections
- Pool mechanical room piping plan
  - Pool mechanical piping diagram
  - Surge tank sections
  - Surge tank fittings, vent, and reach rod sleeve details
  - Access hatch
  - Filtration equipment
  - Recirculation equipment
8. Piping and Pool Mechanical Room Details
- Main outlets and hydrostatic relief valve

- Backwash and pool draining piping
  - Pump detail(s)
  - Variable frequency drive detail
  - Pipe hangers and supports
  - Flow meters
  - Wall sleeve locations
  - Water level controller
  - Fill funnel or direct fill connection
  - Water supply inlet
  - Dropout box converter
  - Static water line inlet
  - Sight sump
  - Water chemistry controller
  - Schematic of water treatment system
  - pH adjustment equipment
  - Primary sanitation feed equipment
- B. Provide structural design of the pool shells
1. Provide construction documents and specifications for the pool floor slab, walls, gutters, and surge tank.
  2. Assist in establishing testing and observation requirements
  3. Coordinate pool structural documents with other disciplines
- C. Provide mechanical design for the stand alone gas fired pool heater including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system. Items related to the pool heating system that shall be designed by others include the boiler ventilation, plumbing, electrical, and natural gas rough-in.
- D. Provide specifications for Division 13, Section 131100 Swimming Pool. (Refer to attachments for description of Consultant's work and interface with engineering consultants and the Client.)
1. Specifications shall include sections for:
    - General swimming pool and equipment
    - Swimming pool interior finishes, to include plaster/tile, as required.
    - Cast in place concrete pool shell
    - Shotcrete pool shell
    - Aquatic scoreboard system
    - Movable bulkhead, if required
  2. Specifications that will be the responsibility of the Client and its respective consulting engineers include:
    - Architectural: pool mechanical room including railings, stair, ladders, signage.

- Landscape Architecture: deck drain system, fencing and landscape.
  - Mechanical/Plumbing: pool heater gas, make-up air and venting, make up water, hose bibbs, and filter backwash to sanitary.
  - Electrical: pump motor starters and overload protection, underwater light power supply and junction boxes, pool equipment power distribution and connections, pool bonding and grounding per NEC680 and timing system conduits, pool mechanical room lights and circuitry.
  - Civil: subsurface drainage system under the pool(s), if required.
  - Structural: pool mechanical room including backwash basin and pump pit.
  - Environmental/OSHA review: chemical SARA Title II, MSDS, OSHA signage and storm water permits.
- E. Coordinate SP construction drawings and specifications with Client's and design team engineers.
- F. Provide progress sets of SP sheets and specifications if requested by Client at the following design intervals:
- 50%
  - 90% to 99%
  - 100% (bid)
- G. Participate in remote web-based meetings via teleconference or video conference for coordination with the design team.
- H. Review 90% to 100% completion set of construction documents prepared by Client's and consulting engineers for swimming pool issues.
- I. Provide an updated opinion of probable construction cost for the swimming pool and answer questions regarding estimate data for the Project. The Consultant does not guarantee opinion of probable costs.
- J. If required, assist the Client in opinion of cost reconciliation for the swimming pool to bring the projected construction costs within the Project budget.
- K. Provide signed and sealed construction documents by a licensed Professional Engineer in the State of Florida.
- L. Support this phase of the design with open communication.

### BID PHASE

No site visits

- A. Address bidders' inquiries and furnish addenda items to the Client to clarify drawings and specifications, if required.
- B. Evaluate licensed pool subcontractor bids and provide recommendation for award of a construction contract to the Client.
- C. Evaluate any substitutes proposed by the contractor.

CONSTRUCTION ADMINISTRATION PHASE

## (Four) 1-day site visits

- A. Review submittals (shop drawings, product information and requested substitutions by manufacturers and/or contractors) with regard to the pools and its related systems.
  - B. Render opinions and interpret construction documents relative to disagreements between the contractor and the Client.
  - C. Review contractor's payment applications for conformity to work completed and determine if the quality of work is in accordance with the construction documents.
  - D. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
  - E. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
  - F. Review the contractor's as-built drawings as well as the operations and maintenance manuals for substantial completion.
  - G. Maintain open lines of communication for the discussion of questions and issues as they arise in the development of the Project.
  - H. The Consultant shall prepare a set of reproducible record drawings for its work showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant. The Consultant makes no representation as to the compatibility of these files with others hardware or software beyond the specified release of the referenced specifications.
- II. DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the Project for which they are made is completed or not. Provided that the Client pays all amounts due and payable to the Consultant hereunder, the Client shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the Project and no other purpose. All drawings prepared by the Consultant will be issued in PDF format.

The Client acknowledges that the work, plans and specifications to be prepared by the Consultant for the swimming pool design of this Project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the Project, the drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to the Project and,

unless otherwise provided, the Consultant shall be deemed the author of all such instruments and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or documents shall not be used by the Client or permitted by the Client to be used by others on other projects except with the Consultant's prior written agreement, which may be withheld in the Consultant's sole discretion, and with appropriate compensation to the Consultant.

- III. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from health departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the health department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared instruments of service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.
- IV. RELEASE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the Project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty or certification; expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the Client. Except as expressly set forth herein, the consultant makes no representations, warranties or conditions of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter of this agreement or in connection with this agreement. The consultant specifically disclaims any and all implied warranties or conditions of merchantability, and fitness for a particular

purpose. The terms of this Paragraph IV shall survive termination of this Agreement and completion of the Project

- V. **HOLD HARMLESS**: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's subconsultants, and any of them, to the Client, and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a anyway related to the services performed by the Consultant hereunder including without limitation related to any drawings, specifications, reports, conclusions and recommendations provided by the Consultant, shall not exceed \$2,000,000 of professional liability. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding anything contained herein to the contrary, in no event will the Consultant be liable for any indirect, special, incidental, consequential, exemplary or punitive damages or costs of procurement of substitute goods or services arising out of or related to this Agreement, including but not limited to damages for lost data, revenue or profits, however caused and arising under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was or should have been aware or advised of the possibility of such damage. The terms of this Paragraph V shall survive termination of this Agreement and completion of the Project.
  
- VI. **FEES**: The Consultant's fee shall be a lump sum of **\$98,600** including **five (5)** site visits. Travel expenses are not included in this lump sum and will be billed separately from this fee at cost. The Consultant may incur reasonable and necessary expenses for travel in providing the services and the additional services, if applicable, to the Client. In addition to all other amounts payable by the Client herein, the Client shall reimburse the Consultant for reasonable travel expenses incurred by the Consultant's officers, agents and employees that are directly related to the provision of the services. Travel expenses shall include but are not limited to the costs of airfare, rental cars, parking, lodging and meals related to the provision of the services. The Consultant shall provide an itemized account of such travel expenses, together with receipts, vouchers or other supporting materials.
  
- VII. **PAYMENT SCHEDULE**: The Consultant shall be paid monthly based on percentage complete for the following phases:

Program Confirmation Phase	\$ 4,900
Schematic Design Phase	\$12,800
Design Development Phase	\$27,600
Construction Documents Phase	\$37,500
Bid Phase	\$ 1,000
Construction Administration Phase	\$14,800



The Consultant shall submit monthly invoices for services and reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. The Client shall make payments to the Consultant within thirty (30) days of the invoice date. The Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this Project.

Should any additional tasks be required to be performed by the Consultant which are not expressly set forth in Paragraph I of this Agreement, the Consultant will execute such tasks when authorized by the Client and will be compensated for same as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VIII. PROJECT SCHEDULE: The Project schedule shall be maintained as outlined in AIA - C 401 Agreement between the Client and the Consultant. Should the Project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

IX. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$230.00/hour
Director	\$210.00/hour
Project Manager	\$185.00/hour
Project Engineer/Architect	\$155.00/hour
Design Associate	\$130.00/hour
Administrative	\$75.00/hour

Site Visit \$1,500.00 /day \*

\* Excluding travel expenses

X. MISCELLANEOUS: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

The terms of this Agreement are enforceable by the parties but are not enforceable by any third party. Nothing contained herein shall, or shall be construed, to create any rights in any third party.

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given on the date delivered personally, or if mailed, three (3) days after the date of deposit in the United States mail, addressed to the Client or the Consultant, as applicable, at the address set forth above.

If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the

maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.


All provisions of this Agreement that, judging by their terms and context, are intended to survive, shall survive the termination of this Agreement.

This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:  
COUNSILMAN/HUNSAKER  
& ASSOCIATES, INC.  
D/B/A COUNSILMAN-HUNSAKER

COMMUNITY SOLUTIONS GROUP

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jeff Nodorft, P.E. BD+C  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Principal  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

March 31, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Client Information:



**Kristin Caborn, CPRE, FCP**  
D 321.319.3161 M 321.624.1093  
*A GAI Consultants, Inc. Service Group*

## ATTACHMENTS TO AGREEMENT

Description of CONSULTANT work and interface with Engineering Consultants and Client:

### MECHANICAL:

1. The Consultant will provide operational flow requirements (GPM) for potable water and sewer discharge for the pool(s). If there is a site-specific limitation, the Consultant will work with the Mechanical Engineer to size the backwash catch basin, lift pumps and/or flow limitation to meet the requirements of the site specific limitation for backwash. Equipment room sumps, sump pumps and tanks provided by other consultants.
2. The Consultant will develop a layout drawing of the pool mechanical room, showing where water and sewer connections are required.
3. Hydrostatic relief valve design will be designed and specified by the Consultant to provide temporary relief during short periods of pool draining for maintenance, not for construction de-watering.
4. Consultant shall recommend locations for hose bibbs in the pool mechanical room based on operation and maintenance needs, if requested.
5. Surge tank sizing, location and piping by the Consultant.
6. The Consultant shall design stand-alone direct fired pool heating. Project Mechanical Engineer shall provide exhaust air and direct combustion air venting and gas supply to individual heaters.

### ELECTRICAL:

1. The Consultant will provide pool pump motor, VFD, and pool equipment electrical requirements to Client for Electrical Engineer to design the power distribution system to the pool equipment.
2. Electrical Consultant to provide bonding and grounding of the pool and pool equipment per NEC 680.
3. The Consultant will provide a general description of lighting criteria.

### STRUCTURAL:

1. The Consultant to provide catalog cut copies of manufacturers' literature for mounting dimensions and recommendations on deck equipment and equipment requiring structural support greater than a standard floor slab.
2. The Consultant to size and locate surge tank, pump pit, and backwash catch basin. The Project Structural Engineer will provide structural design of the pump pit and backwash catch basin in the pool equipment room.

Contract Fee Summary for Engineering Division Professional Design Services for FCHS and ACHS Swimming Pools (P-42-22) City of Jacksonville, FL				
PART I - GENERAL				
1. Project FCHS Swimming Pools			2. City Contract Number TBD	
3. Name of Consultant			4. Date of Proposal	
PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
(Insert Job Title)	\$ -	0	\$ 0.00	
Principal	\$ 100.00	175	\$ 17,500.00	
Project Manager	\$ 58.00	80	\$ 4,640.00	
Project Engineer II	\$ 38.00	200	\$ 7,600.00	
Project Manager - Structural	\$ 72.00	40	\$ 2,880.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$32,620</b>
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				\$57,085
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$89,705
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$8,971
<b>TOTAL LUMP SUM LABOR FEE (GAI)</b>				<b>\$98,676</b>
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
Misc. Direct Expenses (Allowance)				\$ -
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$0</b>
10. SUBCONSULTANTS / CONTINGENCY				\$0
				\$0
				\$0
				\$0
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$0</b>
PART IV - FEE SUMMARY				
<b>TOTAL FEE - (Items 5, 6, 8, 9 and 10)</b>				<b>\$98,676</b>

## FIRST COAST HIGH SCHOOL – NEW POOL FACILITIES

P-42-22

PQH GROUP, INC.

June 6, 2023

### SCHEDULE OF DESIGNATED SERVICES

#### PROJECT DESCRIPTION:

Architectural, structural, mechanical, plumbing, and electrical engineering services for a high school swimming pool complex located at the First Coast High School in Jacksonville, Florida. There will be a 25-meter x 25-yard pool designed by others. There will be a single-story locker room building, approximately 2,000 SF, with a men's locker room, a women's locker room, lifeguard/staff room with a toilet room, two public toilet rooms, and a 10' x 20' storage area. There will be a separate 20' x 52' single story equipment building. Lighting will be required for night swimming. The buildings will not be air-conditioned but provisions will be made for optional future heaters.

Structural design services will include foundation plans, framing plans, sections and details required to build the structural components of the buildings. Foundation system for the building will consist of shallow spread footings.

Electrical design services will include interior lighting, site lighting, site electrical, power distribution, fire alarm (as required), telephone and data raceway system, lighting energy code compliance calculations, and load calculations.

Mechanical design services will include equipment selections, ventilation design, and plumbing systems design consisting of sanitary waste/vent piping systems, domestic cold/hot water distribution systems, and gas piping systems (if required).

#### I. DESIGN SERVICES

##### A. Architectural Design/Documentation:

- .01 During the Planning Review Design Phase, responding to program requirements and preparing:
  - .01 Determine Design Program and Budget
  - .02 Confirm 30% Design Program and Budget
  - .03 Provide 30% site and building plans
  - .04 Provide 30% sections and elevations
  - .05 Provide 30% selection of building systems and materials.
  - .06 Adjust Building dimensions, areas and volumes.

- .02 During the Design Development Phase 60% consisting of development and expansion of architectural 30% Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
  - .01 Plans, sections and elevations
  - .02 Typical construction details
  - .03 Final materials selection
  - .04 Equipment layouts.
- .03 During the Contract Documents Phase (90% + 100%) consisting of preparation of Drawings based on approved Design Development Document setting forth in detail the architectural construction requirements for the project.

**B. Structural Design/Documentation:**

- .01 During the Planning Review Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - .01 Review 30% predetermined structural system
  - .02 Consider alternate structural systems.
- .02 During the Design Development Phase (60%) consisting of development of the specific structural system(s) and 30% Design Documents in sufficient detail to establish:
  - .01 Basic structural system and dimensions
  - .02 Final structural design criteria
  - .03 Foundation design criteria
  - .04 Preliminary sizing of major structural components
  - .05 Critical coordination clearances.
- .03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

**C. Mechanical Design/Documentation:**

- .01 During the Planning Review Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
  - .01 Heating and ventilating
  - .02 Air conditioning – office only
  - .03 Plumbing
  - .04 Fire protection
  - .05 General space requirements.

- .02 During the Design Development Phase (60%) consisting of development and expansion of mechanical Planning Review Design Documents and development of Specifications or materials lists to establish:
  - .01 Approximate equipment sizes and capacities
  - .02 Preliminary equipment layouts
  - .03 Required space for equipment
  - .04 Required chases and clearances
  - .05 Acoustical and vibration control
  - .06 Visual impacts
  - .07 Energy conservation measures.
- .03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

**D. Electrical Design/Documentation:**

- .01 During the Planning Review Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
  - .01 Power and service distribution
  - .02 Lighting
  - .03 Telephones
  - .04 Fire detection and alarms
  - .05 Security Systems
  - .06 Electronic communications
  - .07 Special electrical systems
  - .08 General space requirements.
- .02 During the Design Development Phase (60%) consisting of development and expansion of electrical Planning Review Design Documents and development of Specifications or materials lists to establish:
  - .01 Criteria for lighting, electrical and communications systems
  - .02 Approximate sizes and capacities of major components
  - .03 Preliminary equipment layouts
  - .04 Required space for equipment
  - .05 Required chases and clearances
- .03 During the Contract Documents Phase (90% and 100%) consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

**E. Specifications:**

- .01 During the Schematic Design Phase consisting of:
  - .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
  - .02 Coordination of similar activities of other disciplines.
- .02 During the Design Development Phase consisting of activities by in-house architectural personnel in:
  - .01 Presentation of proposed General and Supplementary Conditions of the Contract for Owner's approval.
  - .02 Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.

END



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

**PART I - GENERAL**

1. Project <b>First Coast High School Swimming Pool</b>	2. Proposal Number <b>P-42-22</b>	<b>POH</b> <b>G R O U P</b>
3. Name of Consultant <b>PQH Group Design, Inc</b>	4. Date of Proposal 6/6/2023	

**PART II - LABOR RELATED COSTS**

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 77.10	20	\$ 1,542.00	\$ 1,542.00
Project Manager	\$ 69.00	60	\$ 4,140.00	\$ 4,140.00
Project Architect	\$ 65.00	120	\$ 7,800.00	\$ 7,800.00
Project Interior Designer	\$ 60.00	8	\$ 480.00	\$ 480.00
Construction Observation	\$ 57.69	0	\$ 0.00	\$ -
Designer / Job Captain	\$ 40.86	160	\$ 6,537.60	\$ 6,537.60
Technician	\$ 31.25	300	\$ 9,375.00	\$ 9,375.00
Bookkeeper	\$ 42.10	8	\$ 336.80	\$ 336.80
Clerical	\$ 31.25	24	\$ 750.00	\$ 750.00
			\$ 0.00	\$ -
<b>TOTAL DIRECT LABOR</b>		700		\$ 30,961.40
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	170% x Total Direct Labor			\$ 52,634.38
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				\$ <b>83,595.78</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>				\$ <b>8,359.58</b>

**PART III - OTHER COSTS**

<b>9. Miscellaneous Direct Costs</b>				
Programming			\$ 3,500.00	
Reimbursable Expenses (Printing)			\$ 1,500.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				\$ <b>5,000.00</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>				
McVeigh and Magnum SMEP (see attached)			\$ 59,276.45	
			\$	
			\$	
			\$	
			\$	
			\$	
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>				\$ <b>59,276.45</b>
<b>11. SUBCONTRACTS (Reimbursables/Not to Exceed)</b>				
			\$	
			\$	
			\$	
			\$	
			\$	
<b>SUB-TOTAL REIMBURSABLES</b>				\$ <b>-</b>

**PART IV - SUMMARY**

<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)				\$ <b>156,231.81</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>				N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>				N.A.

<b>CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA</b>				
<b>PART I - GENERAL</b>				
<b>1. Project</b> First Coast High School Pool			<b>2. Proposal No. / Contract No.</b>  P-42-22	
<b>3. Name of Consultant or Subconsultant:</b> IMEG Corp formally McVeigh & Mangum Engineering, Inc			<b>4. Date of Proposal</b> 6/6/2023	
<b>PART II - LABOR RELATED COSTS</b>				
<b>5. Direct Labor</b>	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	\$ 96.15	6	\$ 576.90	\$ 576.90
Project Manager	\$ 83.29	20	\$ 1,665.80	\$ 1,665.80
Senior Engineer	\$ 73.20	26	\$ 1,903.20	\$ 1,903.20
Lead Engineer/Sr. Designer	\$ 55.52	80	\$ 4,441.60	\$ 4,441.60
Engineer/Designer	\$ 42.33	40	\$ 1,693.20	\$ 1,693.20
Jr. Engineer/Designer	\$ 37.86	40	\$ 1,514.40	\$ 1,514.40
BIM/CADD Operator	\$ 35.33	200	\$ 7,066.00	\$ 7,066.00
Administrative	\$ 25.24	16	\$ 403.84	\$ 403.84
			\$ 0.00	\$ -
			\$ 0.00	\$ -
<b>TOTAL DIRECT LABOR</b>	<b>\$ 45.01</b>	<b>428</b>		<b>\$ 19,264.94</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate			175 % x Total Direct Labor	\$ 33,713.65
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 52,978.59</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>			x	<b>10%</b>
				<b>\$ 5,297.86</b>
<b>PART III - OTHER COSTS</b>				
<b>9. Miscellaneous Direct Costs (Lump Sum)</b>				
			\$ 0.00	
Printing, delivery and milage			\$ 1,000.00	
			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ 1,000.00</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>				<b>\$ -</b>
<b>11. SUBCONTRACTS (Reimbursable/Not to Exceed)</b>				
			\$	
			\$	
			\$	
			\$	
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$ -</b>
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)				<b>\$ 59,276.45</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>				N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>				N.A.



September 7, 2023

Rebecca Bray, P.E.  
 GAI Consultants  
 12574 Flagler Center Boulevard, Suite 202  
 Jacksonville, Florida 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services  
 First Coast High School Pool  
 Jacksonville, Florida  
 MAE Proposal No. 230259

Dear Ms. Bray:

**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide geotechnical exploration and engineering services for the subject project, as requested in your email of September 7, 2023. We have assumed that the project will include a pool and ancillary structures such as locker rooms, a deck, and lounge areas.

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

Test Location	Test No. & Type	Test Depth ft below ground surface
Pool Area	3 SPT <sup>1</sup> Borings	30
Ancillary Structures (Deck, Locker Rooms, etc.)	3 SPT <sup>1</sup> Borings	10

1. Standard Penetration Test (SPT) Boring

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the property Owner. Once the SPT borings are completed, they will be backfilled with soil cuttings. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

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

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

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used, and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- An estimate of the Seasonal High Groundwater Level at the site,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for shallow foundation design parameters, including our estimate of the performance of the foundation system,
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **\$7,319.96**. Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

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

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

Once authorization is received, a utility locate request will be submitted. We will mobilize our field crew to the site within 2 to 3 weeks once the utilities have been marked and located. We anticipate that the fieldwork will take a total of 1 to 2 days to complete, weather permitting. Laboratory testing will take up to one week depending on the amount of lab testing assigned. We expect to submit our geotechnical report 2 weeks after completion of all the field and laboratory testing.

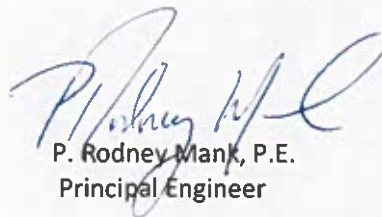
We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Sincerely,

**MESKEL & ASSOCIATES ENGINEERING, PLLC**



G. Clayton Purvis E.I.  
Staff Engineer



P. Rodney Mank, P.E.  
Principal Engineer

Distribution: Rebecca Bray, P.E. – GAI Consultants, Inc.      One e-mail copy

**PROPOSAL AUTHORIZATION**

For Geotechnical Services  
First Coast High School Pool  
Jacksonville, Florida  
MAE Proposal No. 230259

**Billing Information:**

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Company \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Project Contact Name:  
(if different than above) \_\_\_\_\_

**Additional Reports: Please List Below Any Additional Parties To Receive Reports.**

1. \_\_\_\_\_  
\_\_\_\_\_

No. of Reports Required: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

No. of Reports Required: \_\_\_\_\_

**NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.**

**MAE invoices should be received by you by the \_\_\_\_\_ of each month (date required for your processing)**

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROPOSAL DOCUMENT GENERAL CONDITIONS

**Payment** – Payment shall be due within 30 days after date of invoice.

**Insurance** – Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 – per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee, \$1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

**Professional Liability:** MAE maintains Professional Liability with limits of \$2,000,000 each claim and \$3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Legal Jurisdiction** – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

**Damage to Existing Man-made Objects** – It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**Limitation of Responsibility** – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

**Use of Documents** – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall

be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

### PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF MAE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**Sampling or Testing Location** – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

**Discovery of Unanticipated Hazardous Materials** – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**Force Majeure** – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION**

First Coast High School Pool  
CITY OF JACKSONVILLE, FLORIDA

EXHIBIT B

**PART I - GENERAL**

<b>1. Project</b> First Coast High School Pool	<b>2. City Contract No.</b> TBD
<b>3. Name of Consultant or Subconsultant:</b> MESKEL & ASSOCIATES ENGINEERING, PLLC	<b>4. Date of Proposal</b> September 12, 2023

**PART II - LABOR RELATED COSTS**

<b>5. Direct Labor (Reimbursable)</b>	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	\$ 70.30	0	\$ 0.00	
Senior Project Engineer	\$ 60.58	4	\$ 242.32	
Project Engineer	\$ 38.75	0	\$ 0.00	
Engineering Intern	\$ 28.13	15	\$ 421.95	
Driller	\$ 24.83	0	\$ 0.00	
Assistant Driller	\$ 19.00	0	\$ 0.00	
Draftsperson/CAD Operator	\$ 28.00	4	\$ 112.00	
Senior Field Technician	\$ 28.58	5	\$ 142.90	
Clerical	\$ 25.75	4	\$ 103.00	
<b>TOTAL DIRECT LABOR</b>	<b>\$ 31.94</b>	<b>32</b>		<b>\$ 1,022.17</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>	Overhead Rate <b>200 %</b> x Total Direct Labor			\$ 2,044.34
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 3,066.51</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>	x 10%			<b>\$ 306.65</b>

**PART III - OTHER COSTS**

<b>9. Miscellaneous Direct Costs (Lump Sum)</b>				
<b>Field Exploration</b>				
Mob of Crew & Eq. -Track/ATV Rig	1	\$600.00	\$	600.00
Drill Rig Support Vehicle, per day	1	\$260.00	\$	260.00
Movement Crew, per hr	3	\$150.00	\$	450.00
SPT Boring: 0 to 30 feet, per LF	120	\$14.00	\$	1,680.00
SPT Boring: 30 to 50 feet, per LF	0	\$16.50	\$	0.00
SPT Boring-Xtra Samples: 0-50 feet, ea.	0	\$40.00	\$	0.00
Undisturbed Samples: 0 to 50 feet, ea.	0	\$155.00	\$	0.00
Auger Borings, per LF	0	\$13.00	\$	0.00
Field Permeability Test, each	0	\$375.00	\$	0.00
Double-Ring Infiltrometer Test, each	0	\$450.00	\$	0.00
Grouting Borings, 0-50 feet, per LF	0	\$8.00	\$	0.00
Temporary Casing, 4-inch, per foot	0	\$11.00	\$	0.00
Maintenance of Traffic	0	\$1,500.00	\$	0.00
Pavement Cores and Patching	0	\$250.00	\$	0.00
<b>Laboratory Testing</b>				
Natural Moisture Content, ea.	10	\$16.00	\$	160.00
Percent Passing No. 200 Sieve, ea	0	\$50.00	\$	0.00
Soil Gradation, ea	10	\$65.00	\$	650.00
Organic Content, ea	2	\$50.00	\$	100.00
Atterberg Limits, ea	0	\$90.00	\$	0.00
Limerock Bearing Ratio	0	\$325.00	\$	0.00
<b>Miscellaneous Engineering Fees</b>				
Mileage to Project Site, per mile	80	\$0.585	\$	46.80
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ 3,946.80</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>				\$ -
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>				\$ -
<b>11. SUBCONTRACTS (Reimbursable/Not to Exceed)</b>				\$ -
<b>SUB-TOTAL REIMBURSABLES</b>				\$ -

**PART IV - SUMMARY**

<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)	<b>\$ 7,319.96</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>	N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>	N.A.







# City of Jacksonville, Florida

**Donna Deegan, Mayor**

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

ONE CITY. ONE JACKSONVILLE.

September 21, 2023

**TO:** Dustin Freeman, Chairman  
Professional Services Evaluation Committee

**THRU:** Nina Sickler, P.E. *[Signature]*  
Acting Director of Public Works

**FROM:** Robin G. Smith, P. E. *[Signature]*  
Chief, Engineering and Construction Management

Robert Scott, P.E. *[Signature]*  
Professional Engineer

Jill Enz *[Signature]*  
Chief of Natural and Marine Resources

**SUBJECT:** Contract Scope and Fee Approval P-42-22  
GAI Consultants, Inc.  
Professional Design Services for Atlantic Coast High School Swimming Pool

**COJ PROCUREMENT**

'23 OCT 2 PM 4:27:5

The Engineering Division has negotiated with the consultant selected for Professional Design Services for Atlantic Coast Swimming Pool to provide 30% design, resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. This project was bid as encouragement.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with GAI Consultants, Inc. for Professional Design Services for First Coast High School Swimming Pool, that includes the attached Scope of Services, Exhibit A and Fee Schedule, Exhibit B, to provide a lump sum amount for Design Services in the amount of \$104,611.00 and not to exceed limits for: Pool Design in the amount of \$18,719.00, Architecture and Building Engineering in the amount of \$65,303.00, Geotechnical in the amount of \$5,900.00, Misc Expenses in the amount of \$5,000.00 and Various Tests in the amount of \$2,900.00, with a maximum indebtedness to the City in the amount of \$202,433.00 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project is as follows:

ACCOUNTS:	
32111.167101.565051.010417.00000000.00000.0000000	\$202,433.00
<b>TOTAL</b>	<b>\$202,433.00</b>

NS/lw

Attachment: Exhibits A& B

## Scope of Services

### Atlantic Coast High School Pool: June 26, 2023 Master Planning and Schematic Design Services

#### Project Understanding

GAI (the Consultant) understands that the City of Jacksonville (the City/Client) would like to develop a new public swimming pool to be located on the campus of Atlantic Coast High School, located at 9735 RG Skinner Parkway, Jacksonville FL, 32207.

The proposed pool should follow the same dimensions and layout as the existing pool located at Mandarin High School located at 4831 Greenland Road, Jacksonville, FL 32258 or a 25-yard x 25-meter rectangle with integrated dive well (figure 1 & 2). The final decision of the pool configuration and dimensions will be made prior to beginning the design process.

The proposed pool will be located near the corner of the Atlantic Coast High School entrance and RG Skinner Parkway, adjacent to the site of a future K-8 campus. It is anticipated that the proposed pool project area will encumber approximately 1-2 acres (figure 3).

See Google Earth Images below for reference (note: Image not to Scale).

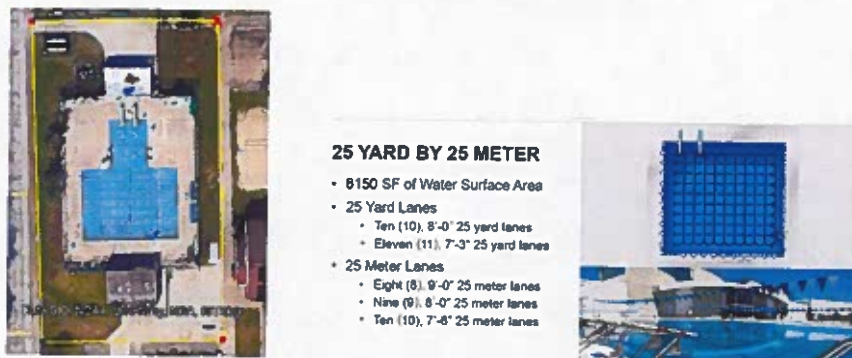


Figure 1 - Existing Pool at Mandarin High School Figure 2 - 25yd x 25M rectangle example



Figure 3 - Approximate location of Pool at Atlantic Coast High School

The proposed pool will be a competition pool with two (2) 1M diving boards in the dive well section, preferred by the Client, with surrounding concrete deck, mechanical/electrical/plumbing room, and a restroom facility. The diving well is not a separate section of the pool. The pool is rectangular with one end deeper than the other.

It is understood from the Client that full locker room facilities consisting of separate showers and locker rooms for men and women are to be included on the pool deck to be utilized by competition teams. A lifeguard office is to also be included when the pool is in use during the summer months when school is closed. These facilities will be similar to the scale of various other pools throughout the city.

Specifically:

- Lockers: 20+
- Lifeguard office size - standard similar to the Mandarin High School Pool.
- Storage area for training supplies, kickboards, flotation devices, life vests, Atlantic aid and safety equipment, AED's, noodles, and other swim lesson devices.
- Number of showers – estimated to be 3 outside showers.
- Outside accessible restrooms (not utilized by swim team).
- Verification of pool depth (and where) – one end of pool deep enough to utilize starting blocks.
- Footprint of pool deck – as large as possible.
- Lighting - underwater lighting is to be determined.
- Flush gutter system.

The site will be fenced with at least two, but no more than three, access points of ingress egress. Height standards for pool fencing will be provided by the city. All access points should be gated/lockable from the pool deck. Security lighting along the pool deck will also be included.

Given the cleared and grassed nature of the existing site, it is assumed that no environmental services will be required for the project, and that stormwater management for the project will be accomplished by modifying the existing stormwater facility on-site. Accordingly, no environmental or wetland permitting, or other services are included with this work effort.

It is assumed that prior to commencing schematic design, the Consultant Team will hold a project kick-off meeting to finalize the details of the above referenced programming elements.

### **Scope of Services**

As no due diligence has been performed on this site, the Consultant recommends commencing this project with obtaining field information and developing a master site plan and schematic design documents. The master site plan and schematic design documents will then be submitted for review and approval by the City, and Duval County Public Schools. Upon approval, the Consultant will then provide a supplemental proposal for the final design and permitting of the project.

Based on the above Project Understanding, this Scope of Services (Scope) is outlined as follows:

#### **1.0 Project Meetings**

This task provides for client meetings for the schematic design of the project (3 meetings). This task also includes pre-application meetings with all regulatory agencies having jurisdiction for this project as well such as the City of Jacksonville, Duval County Public Schools, St. Johns River Water Management District, JEA, and Department of Health.

#### **2.0 Survey and Geotechnical Services**

This task proposes to work with the project surveyor and project geotechnical consultant to obtain the necessary geotechnical and topographical information for the basis of design for the proposed pool. The Consultant will deliver a boundary and topographic survey (signed and sealed) along with a signed and sealed geotechnical report for the proposed project.

The Consultant will obtain the necessary subsurface utility engineering (SUE) locates, as required for the utility connection points, and the hydrant flow tests, and any pressure tests needed for the preliminary utility design.

GAI has included an allowance for the SUE, flow tests and pressure tests.

### **3.0 Master Site Plan and Schematic Design**

The Consultant Team will work with the Client to develop a single Master Site Plan for the proposed Project. The Master Site plan will be revised one (1) time based on feedback from the Client. The approved Master Site Plan will serve as the basis of Schematic Design.

Based upon the owner's approval of the Master Site Plan, Consultant shall prepare Architecture, Civil Engineering and Landscape Architecture Schematic Design documents for the Client's Review and Comment.

The Consultants team will verify the construction and capacity of the existing stormwater management facility, to ensure that it was constructed to the previously permitted SJRWMD permit and ensure that it has the additional capacity to manage the runoff associated with this project.

30% Civil Engineering Design - The 30% Civil Engineering Design Plans shall consist of the following:

- Limits of Construction, Erosion and Sedimentation Control Plans
- Stormwater Pollution Prevention Plan (SWPPP) Site Map and Details
- Site Geometry, and Horizontal Control Plans and Details.
- Demolition Plans
- Construction Phasing Plan
- Typical Sections as may be applicable.
- Paving, Grading and Drainage Plans and Details
- Water, Fire and Wastewater Plans and Details
- Utility Sleeving Plan and Details
- Sidewalk and Handicap Ramp Plans and Details
- Miscellaneous Site Civil Details

30% Landscape Architecture Design - The 30% Landscape Architecture Design Plans shall consist of the following:

- Key Map/General Notes/Landscape Notes/Furnishings Schedule
- Schematic Planting Plan
- Site Hardscape Paving Plan
- Site Furnishings (selection and location) (i.e., fencing, gates, pavilions, benches, waste receptacles, drinking fountains, bleachers, lighting fixtures, etc.)
- Entrance Sign
- This task includes revising the 30% plans one (1) time based on City and DCPS feedback.

Architecture Schematic Design: See attached Consultant Proposal from PQH Group, Inc.

Pool Schematic Design: See attached Consultant Proposal from Counsilman-Hunsaker.

Deliverable: PDF and CAD files for the subject plans will be provided to the Client. A preliminary opinion of probable cost will also be developed and provided to the client.

**Sub-consultants**

- PQH Group (JSEB) – Architecture
- Meskel & Associates Engineering (JSEB) – Geotechnical Engineering
- Counsilman-Hunsaker – Pool Design

**Services Not Included**

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

1. Final Engineering, Architectural, and Pool design, and site permitting.
2. Bidding and Post Design Services.
3. Traffic studies and reports.
4. Environmental Services.
5. No other services other than those outlined in Tasks 1 thru 3 above.

**Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. GAI will be provided all available information for the proposed project from the City of Jacksonville.

Contract Fee Summary for Engineering Division Professional Design Services for FCHS and ACHS Swimming Pools (P-42-22) City of Jacksonville, FL				
PART I - GENERAL				
1. Project ACHS Master Planning and Schematic Design Services		2. City Contract Number TBD		
3. Name of Consultant GAI Consultants, Inc.		4. Date of Proposal 6/26/2023		
PART II - LABOR RELATED COSTS				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principals	\$ 111.33	15	\$ 1,669.95	
QA/QC Engineer	\$ 104.00	20	\$ 2,080.00	
Senior Engineer Manager (PM)	\$ 81.00	84	\$ 6,804.00	
Project Engineer	\$ 63.07	96	\$ 6,054.72	
Engineer Intern	\$ 37.70	106	\$ 3,996.20	
Sr. LA Manager (PM)	\$ 65.00	57	\$ 3,705.00	
Project LA	\$ 55.00	83	\$ 4,565.00	
LA Technician	\$ 31.12	73	\$ 2,271.76	
Lead Designer (Civil/LA)	\$ 41.20	0	\$ 0.00	
CAD Operator (Survey/Civil)	\$ 32.00	24	\$ 768.00	
Surveyor (PSM)	\$ 69.29	12	\$ 831.48	
Three-Man Survey Crew	\$ 100.21	8	\$ 801.68	
Admin	\$ 26.93	20	\$ 538.60	
<b>TOTAL DIRECT LABOR</b>				<b>\$34,086</b>
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				\$59,651
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$93,738
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$9,374
<b>TOTAL LUMP SUM LABOR FEE (GAI)</b>				<b>\$103,111</b>
PART III - OTHER COSTS				
9. MISCELLANEOUS DIRECT COSTS				
GAI Expenses (Lump Sum)				\$ 1,500
				\$ -
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$1,500</b>
10. SUBCONSULTANTS / CONTINGENCY				
Councilman Hunsaker (Lump Sum)				\$18,719
PQH Architects (Lump Sum)				\$65,303
Meskel & Associates (Lump Sum)				\$5,900
Subconsultant Expenses (Reimbursable)				\$5,000
Soft Digs, Hydrant Flow Tests, & Pressure Tests (Reimbursable)				\$2,900
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$97,822</b>
PART IV - FEE SUMMARY				
<b>TOTAL FEE - (Items 5, 6, 8, 9 and 10)</b>				<b>\$202,433</b>



## **Counselman - Hunsaker**

**AQUATICS FOR LIFE**

**EXHIBIT "B" OF AIA DOCUMENT C.401 AGREEMENT BETWEEN THE CLIENT: COMMUNITY SOLUTIONS GROUP, AND THE CONSULTANT: COUNCILMAN-HUNSAKER FOR CONSULTING FOR ATLANTIC COAST HIGH SCHOOL OUTDOOR POOL.**

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this 9<sup>th</sup> day of June, 2023, by and between **COMMUNITY SOLUTIONS GROUP**, hereinafter referred to as the "**Client**", with an address of 618 E. South Street, Suite 700, Orlando, FL 32801 and **COUNCILMAN/HUNSAKER & ASSOCIATES, INC. D/B/A COUNCILMAN-HUNSAKER**, a Missouri Corporation, doing business at 12851 Manchester Road, Suite 120, St. Louis, Missouri 63131, hereinafter referred to as the "**Consultant**."

WHEREAS, the Client intends to design and develop an outdoor aquatic facility at Atlantic Coast High School in Jacksonville, Florida hereinafter referred to as the "Project" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS, the Client desires to retain the Consultant as its independent contractor for purposes of planning, design and engineering swimming pool(s).

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

- I. SERVICES: The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes and outdoor competition pool with 1M diving in a 25 yd. by 25 M pool. The scope of the services to be provided by the Consultant pursuant to this Agreement shall include:

PROGRAM CONFIRMATION PHASE

- A. Meet with the design team and the Client's representatives to discuss the Project, confirm the design program and the Client's objectives.
- B. Review the design program developed by the Client regarding use of pool support spaces and pool. Review the physical characteristics and requirements identified for the pool and pool support spaces and provide comments and suggestions to the Client.
- C. Provide preliminary concepts of the pool for meeting program needs of the Client while complying with budget requirements, physical requirements and footprint limitations.
- D. Provide a design narrative for the swimming pool including related systems, features, and equipment.

SCHEMATIC DESIGN PHASE

(One) 1-day site visit

- A. Provide schematic plans and sections for the swimming pool showing critical dimensions and features including race course markings.
- B. Provide a design considerations document on swimming pool design addressing the issues and coordination between the architectural, mechanical, plumbing, electrical items and site/civil related items. This commentary will give the Client and consulting engineers a basis for developing their own design strategy to deal with those common aquatic facility design challenges. While this commentary is the result of nearly 50 years of experience observing these issues, the Client understands and agrees the responsibility for providing a successful design response to the issues is its, not the Consultant's. The Consultant is not providing engineering services for support buildings and spaces.
- C. Provide structure criteria for the Geotechnical Consultant that is required for the structural design of the pool shell.
- D. Review the physical characteristics and requirements identified for the pool with the Client. Review preliminary Schematic Design drawings prepared by the Client and Consultants regarding the following items:
  - Pool mechanical support spaces
  - Adjacencies and circulation
  - Activity program use of space and capabilities
  - Spectator facilities



- E. Provide general resource information to the Client and consultants in the following areas:
- Finishes
  - Lighting
  - Utility requirements
- F. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the Project. The Consultant does not guarantee opinion of probable costs.
- G. If required, assist the Client in opinion of cost reconciliation for the swimming pool(s) to bring the projected construction costs within the Project budget.
- H. Meet with A/E team and./or the Client's representatives to discuss the Project.

DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the Project for which they are made is completed or not. Provided that the Client pays all amounts due and payable to the Consultant hereunder, the Client shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the Project and no other purpose. All drawings prepared by the Consultant will be issued in PDF format.

The Client acknowledges that the work, plans and specifications to be prepared by the Consultant for the swimming pool design of this Project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the Project, the drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to the Project and, unless otherwise provided, the Consultant shall be deemed the author of all such instruments and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or documents shall not be used by the Client or permitted by the Client to be used by others on other projects except with the Consultant's prior written agreement, which may be withheld in the Consultant's sole discretion, and with appropriate compensation to the Consultant.

- II. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from health departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the health department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes

to the previously prepared instruments of service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

- III. RELEASE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the Project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty or certification; expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the Client. Except as expressly set forth herein, the consultant makes no representations, warranties or conditions of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to the subject matter of this agreement or in connection with this agreement. The consultant specifically disclaims any and all implied warranties or conditions of merchantability, and fitness for a particular purpose. The terms of this Paragraph IV shall survive termination of this Agreement and completion of the Project

- IV. HOLD HARMLESS: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's subconsultants, and any of them, to the Client, and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a anyway related to the services performed by the Consultant hereunder including without limitation related to any drawings, specifications, reports, conclusions and recommendations provided by the Consultant, shall not exceed \$2,000,000 of professional liability. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding anything contained herein to the contrary, in no event will the Consultant be liable for any indirect, special, incidental, consequential, exemplary or punitive damages

or costs of procurement of substitute goods or services arising out of or related to this Agreement, including but not limited to damages for lost data, revenue or profits, however caused and arising under any theory of liability, including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not such party was or should have been aware or advised of the possibility of such damage. The terms of this Paragraph V shall survive termination of this Agreement and completion of the Project.

V. FEEES: The Consultant's fee shall be a lump sum of **\$98,600** including **one (1)** site visit. Travel expenses are not included in this lump sum and will be billed separately from this fee at cost. The Consultant may incur reasonable and necessary expenses for travel in providing the services and the additional services, if applicable, to the Client. In addition to all other amounts payable by the Client herein, the Client shall reimburse the Consultant for reasonable travel expenses incurred by the Consultant's officers, agents and employees that are directly related to the provision of the services. Travel expenses shall include but are not limited to the costs of airfare, rental cars, parking, lodging and meals related to the provision of the services. The Consultant shall provide an itemized account of such travel expenses, together with receipts, vouchers or other supporting materials.

VI. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Program Confirmation Phase	\$ 5,100
Schematic Design Phase	\$13,619

The Consultant shall submit monthly invoices for services and reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. The Client shall make payments to the Consultant within thirty (30) days of the invoice date. The Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this Project.

Should any additional tasks be required to be performed by the Consultant which are not expressly set forth in Paragraph I of this Agreement, the Consultant will execute such tasks when authorized by the Client and will be compensated for same as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VII. PROJECT SCHEDULE: The Project schedule shall be maintained as outlined in AIA - C 401 Agreement between the Client and the Consultant. Should the Project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

VIII. ADDITIONAL SERVICES: All additional services must be authorized in writing per agreed upon fees and scope of work.

- IX. MISCELLANEOUS: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

The terms of this Agreement are enforceable by the parties but are not enforceable by any third party. Nothing contained herein shall, or shall be construed, to create any rights in any third party.

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given on the date delivered personally, or if mailed, three (3) days after the date of deposit in the United States mail, addressed to the Client or the Consultant, as applicable, at the address set forth above.

If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.


All provisions of this Agreement that, judging by their terms and context, are intended to survive, shall survive the termination of this Agreement.

This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:  
COUNSILMAN/HUNSAKER  
& ASSOCIATES, INC.  
D/B/A COUNSILMAN-HUNSAKER

COMMUNITY SOLUTIONS GROUP

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jeff Nodorft, P.E. BD+C  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Principal  
\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

June 9, 2023  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Client Information:



**Kristin Caborn, CPRE, FCP**  
D 321.319.3161 M 321.624.1093  
*A GAI Consultants, Inc. Service Group*

## ATLANTIC COAST HIGH SCHOOL – NEW POOL FACILITIES

P-42-22

**PQH GROUP, INC.**

June 9, 2023

### SCHEDULE OF DESIGNATED SERVICES 30% DESIGN PROGRAM

#### PROJECT DESCRIPTION:

Design of 30% Architectural, structural, mechanical, plumbing, and electrical engineering services for a high school swimming pool complex located at the Atlantic Coast High School in Jacksonville, Florida. Initial Program is a 25-meter x 25-yard pool designed by others; a single-story locker room building, approximately 2,000 SF, with a men's locker room, a women's locker room, lifeguard/staff room with a toilet room, two public toilet rooms, and a 10' x 20' storage area; a separate 20' x 52' single story equipment building. Lighting will be required for night swimming. The buildings will not be air-conditioned but provisions may be made for optional future pool heaters.

#### I. DESIGN SERVICES

##### A. Architectural Design/Documentation:

- .01 During the Planning Review Design Phase, responding to program requirements and preparing:
  - .01 Determine Design Program
  - .02 Confirm 30% Design Program
  - .03 Provide 30% site and building plans
  - .04 Provide 30% sections and elevations
  - .05 Provide 30% selection of building systems and materials.
  - .06 Adjust Building dimensions, areas and volumes.
- .02 Design Development Phase 60% - TBD not included
- .03 Contract Documents Phase 90% and 100% - TBD not included

##### B. Structural Design/Documentation:

- .01 During the Planning Review Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
  - .01 Review 30% predetermined structural system
  - .02 Consider alternate structural systems.

- .02 Design Development Phase 60% - TBD not included
- .03 Contract Documents Phase 90% and 100% - TBD not included

**C. Mechanical Design/Documentation:**

- .01 During the Planning Review Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
  - .01 Heating and ventilating
  - .02 Air conditioning – if required.
  - .03 Plumbing
  - .04 Fire protection
  - .05 General space requirements.
- .02 Design Development Phase 60% - TBD not included
- .03 Contract Documents Phase 90% and 100% - TBD not included

**D. Electrical Design/Documentation:**

- .01 During the Planning Review Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
  - .01 Power and service distribution
  - .02 Lighting
  - .03 Telephones
  - .04 Fire detection and alarms
  - .05 Security Systems
  - .06 Electronic communications
  - .07 Special electrical systems
  - .08 General space requirements.
- .02 Design Development Phase 60% - TBD not included
- .03 During the Contract Documents Phase 90% and 100% - TBD not included

END

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

PART I - GENERAL				
1. Project <b>Atlantic Coast High School Swimming Pool - 30% Design</b>		2. Proposal Number <b>P-42-22</b>		<b>POH</b> GROUP
3. Name of Consultant <b>PQH Group Design, Inc</b>		4. Date of Proposal <b>6/9/2023</b>		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 77.10	10	\$ 771.00	\$ 771.00
Project Manager	\$ 69.00	25	\$ 1,725.00	\$ 1,725.00
Project Architect	\$ 65.00	50	\$ 3,250.00	\$ 3,250.00
Project Interior Designer	\$ 60.00	0	\$ 0.00	\$ -
Construction Observation	\$ 57.69	0	\$ 0.00	\$ -
Designer / Job Captain	\$ 40.86	65	\$ 2,655.90	\$ 2,655.90
Technician	\$ 31.25	125	\$ 3,906.25	\$ 3,906.25
Bookkeeper	\$ 42.10	4	\$ 168.40	\$ 168.40
Clerical	\$ 31.25	6	\$ 187.50	\$ 187.50
<b>TOTAL DIRECT LABOR</b>		<b>285</b>	<b>\$ 0.00</b>	<b>\$ -</b>
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	170 % x Total Direct Labor			\$ 21,528.89
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 34,192.94
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 3,419.29
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Programming			\$ 3,500.00	
Reimbursable Expenses (Printing)			\$ 500.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 4,000.00
10. SUBCONSULTANTS (Lump Sum)				
McVeigh and Magnum SMEP (see attached)			\$ 23,691.01	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)				\$ 23,691.01
11. SUBCONTRACTS (Reimbursables/Not to Exceed)				
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				\$ 65,303.24
12. TOTAL PRIOR CONTRACT AMOUNT				N.A.
TOTAL AMENDED CONTRACT AMOUNT				N.A.



<b>CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION CITY OF JACKSONVILLE, FLORIDA</b>				
<b>PART I - GENERAL</b>				
<b>1. Project</b> Atlantic Coast High School Pool - 30% Design			<b>2. Proposal No. / Contract No.</b>  P-42-22	
<b>3. Name of Consultant or Subconsultant:</b> IMEG Corp formally McVeigh & Mangum Engineering, Inc			<b>4. Date of Proposal</b> 6/9/2023	
<b>PART II - LABOR RELATED COSTS</b>				
<b>5. Direct Labor</b>	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	\$ 96.15	2	\$ 192.30	\$ 192.30
Project Manager	\$ 83.29	16	\$ 1,332.64	\$ 1,332.64
Senior Engineer	\$ 73.20	8	\$ 585.60	\$ 585.60
Lead Engineer/Sr. Designer	\$ 55.52	28	\$ 1,554.56	\$ 1,554.56
Engineer/Designer	\$ 42.33	0	\$ 0.00	-
Jr. Engineer/Designer	\$ 37.86	36	\$ 1,362.96	\$ 1,362.96
BIM/CADD Operator	\$ 35.33	70	\$ 2,473.10	\$ 2,473.10
Administrative	\$ 25.24	0	\$ 0.00	-
			\$ 0.00	-
			\$ 0.00	-
			\$ 0.00	-
<b>TOTAL DIRECT LABOR</b>	<b>\$ 46.88</b>	<b>160</b>		<b>\$ 7,501.16</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate			175 % x Total Direct Labor	\$ 13,127.03
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 20,628.19</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>			x	10%
				<b>\$ 2,062.82</b>
<b>PART III - OTHER COSTS</b>				
<b>9. Miscellaneous Direct Costs (Lump Sum)</b>				
			\$ 0.00	
Printing, delivery and milage			\$ 1,000.00	
			\$ 0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ 1,000.00</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>				<b>\$ -</b>
<b>11. SUBCONTRACTS (Reimbursable/Not to Exceed)</b>				
			\$	
			\$	
			\$	
			\$	
			\$	
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$ -</b>
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)				<b>\$ 23,691.01</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>				N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>				N.A.

June 14, 2023



Rebecca Bray, P.E.  
 GAI Consultants  
 12574 Flagler Center Blvd, Suite 202  
 Jacksonville, FL 32258

Subject: Proposal for Geotechnical Exploration and Engineering Services  
 Atlantic Coast High School Pool  
 Jacksonville, Florida  
 MAE Proposal No. 230156

Dear Ms. Bray:

**MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE)** is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

We were provided with a PDF plan view of the proposed construction prepared by GAI Consultants, Inc., last dated June 9, 2023.

Based on our discussions, we understand that the project will include a pool building, pool, and pool lounge/walkway area. Based on our correspondence from Ms. Bray, we also understand the southern portion of the parking lot located to the north of the pool may be expanded.

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

Test Location	Test No. & Type	Test Depth ft below ground surface
Pool Area	3 SPT Borings	20
Parking Expansion	5 Hand Augers	6

\*Standard Penetration Test (SPT) Boring

In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Once the SPT and Auger borings are completed, they will be backfilled with soil cuttings. We will take all reasonable precautions to prevent damage to property and will reasonably restore the site to the condition existing prior to the start of our fieldwork.

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

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

- Our understanding of the planned construction,
- The observed site conditions, such as topography, surface vegetation, etc. as they relate to the anticipated construction,
- The field and laboratory test procedures used, and the results obtained,
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary,
- An estimate of the Seasonal High Groundwater Level at the site,
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction,
- Recommendations for shallow foundation design parameters, including our estimate of the performance of the foundation system,
- Recommendations for support of a flexible pavement section in the potential parking expansion area, and
- Recommendations for testing required during site preparation and earthwork construction.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **\$5,900**. Please note that this fee is valid for 90 days following the date of this proposal. MAE reserves the right to revisit our proposal and adjust our fee as necessary if proposal acceptance is after 90 days.

Our proposed fee includes submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of \$50 per copy. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

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

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

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

Sincerely,

**Meskel & Associates Engineering, PLLC**



G. Clayton Purvis, E.I.  
Staff Engineer



P. Rodney Mark, P.E.  
Principal Engineer

Distribution: Rebecca Bray, P.E. – GAI Consultants, Inc.      One e-mail copy

**PROPOSAL AUTHORIZATION**  
For Geotechnical Services  
Atlantic Coast High School Pool  
Jacksonville, Florida  
MAE Proposal No. 230156

**Billing Information:**

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Company \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Project Contact Name: \_\_\_\_\_  
(if different than above)

**Additional Reports: Please List Below Any Additional Parties To Receive Reports.**

1. \_\_\_\_\_  
\_\_\_\_\_

No. of Reports Required: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

No. of Reports Required: \_\_\_\_\_

**NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.**

**MAE invoices should be received by you by the \_\_\_\_\_ of each month (date required for your processing)**

The Client representative named below has read the General Conditions that are attached and made a part of this proposal and agrees to be bound to the terms of the General Conditions.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROPOSAL DOCUMENT GENERAL CONDITIONS

**Payment** – Payment shall be due within 30 days after date of invoice.

**Insurance** – Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 – per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of \$1,000,000 bodily injury by accident – each accident, \$1,000,000 bodily injury by disease – each employee, \$1,000,000 bodily injury by disease – policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

**Professional Liability:** MAE maintains Professional Liability with limits of \$2,000,000 each claim and \$3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

**Right-of-Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

**Legal Jurisdiction** – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

**Damage to Existing Man-made Objects** – It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**Limitation of Responsibility** – Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

**Use of Documents** – All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall

be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

### PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF MAE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**Sampling or Testing Location** – Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention** – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

**Discovery of Unanticipated Hazardous Materials** – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**Force Majeure** – MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.





ONE CITY. ONE JACKSONVILLE

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Department of Public Works

Traffic Engineering Division

1007 Superior Street

Jacksonville, FL 32254

(904) 255-7533

www.coj.net

## COJ PROCUREMENT

**DATE:** September 26, 2023

**TO:** Dustin L. Freeman, Chairman  
Professional Services Evaluation Committee

'23 OCT 2 PM 4:28:4

**THROUGH:** Nina Sickler P.E., Acting Director  
Department of Public Works

**FROM:** Christopher LeDew, P.E., Chief  
Traffic Engineering

**SUBJECT:** Amendment #2 - Renewal and NTE Increase Request - Contract #71444-22, Bid #P-08-21  
Alfred Benesch & Company  
Traffic Engineering In-House Services

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The Department of Public Works, Traffic Engineering has received a request from Alfred Benesch & Company, to exercise the first, two year renewal option for Contract #71444-22.

Accordingly, we recommend approval of the renewal option requested by Alfred Benesch & Company for the two (2) year service period from December 29, 2023, to December 28, 2025, in the amount of \$1,250,000.00. The revised contract amount will be \$2,500,000.00.

Work will continue to be performed under purchase orders issued during the fiscal year from accounts generated by the fiscal year budget administration beginning October 1, 2023.

Please contact Fay Deschenes at 255-7542 with any questions.

Attachments



Alfred Benesch & Company  
225 Water Street, Suite 1510  
Jacksonville, FL 32202  
[www.benesch.com](http://www.benesch.com)  
P 904.396.5727

September 26, 2023

Christopher LeDew, PE  
Traffic Engineering Chief  
City of Jacksonville  
1007 Superior Street  
Jacksonville, FL 32254

**RE:** COJ In-House Services (P-08-21)  
Contract Extension No. 1  
Benesch Project No. 18000040.01

Chris:

Our contract under P-08-21 expires on December 27, 2023. We are interested in utilizing the first contract extension, which would add two years and extend the period of service to December 28, 2025. After this, there is one more two-year renewal option remaining.

If you have any questions or need to discuss, please do not hesitate to call me at 904.491.2637 or email to [mmoore@benesch.com](mailto:mmoore@benesch.com).

Kind regards,

A handwritten signature in blue ink that reads "Martha L. Moore".

Martha L. Moore, PE, PTOE, RSP1  
Senior Project Manager

c: Fay Deschenes  
Lee Durban, EI





# City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE

October 20, 2022

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry:

**Ref: P-08-21 Traffic Engineering In-House Services (Amendment No. 1)**  
Department of Public Works/Traffic Engineering

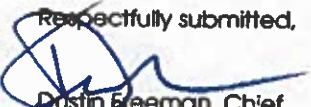
The Professional Services Evaluation Committee met today in Conference Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above-referenced contract.

The following motion/recommendation was adopted:

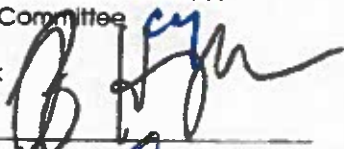
That Contract No. 71444-22, originally executed December 15, 2021, between the City of Jacksonville and Alfred Benesch and Company for Traffic Engineering In-House Services be amended to increase the maximum by \$750,000.00 to a new total maximum of \$1,250,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Dustin Freeman, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee

APPROVED:

  
\_\_\_\_\_  
Lenny Curry, Mayor

This 20<sup>th</sup> day of October, 2022

DF: ab

cc: Council Auditor  
James McCain, Jr., OGC  
Subcommittee Members

Brian Hughes  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No: 2019-02



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## City of Jacksonville, Florida

**Lenny Curry, Mayor**

Department of Public Works  
Traffic Engineering Division  
1007 Superior Street  
Jacksonville, FL 32254  
(904) 255-7533  
www.coj.net

October 11, 2022

**TO:** Dustin L. Freeman, Acting Chief Procurement Division

**THRU:** Steven D. Long, Jr., P.E., Acting Director Department of Public Works

**FROM:** Christopher W. LeDew, P.E., Chief of Traffic Engineering

**SUBJECT:** Alfred Benesch & Company – Contract 71444-22  
P-08-21 – Traffic Engineering In-House Services  
Increase amount by \$750,000  
Current Not to Exceed: \$1,250,000  
PWTE-500014-23

Contract 71444-22 established the limit of maximum indebtedness for all projects to be performed pursuant to the Agreement at \$750,000.00. The expiration of this Agreement is December 28, 2023, with two (2) two-year renewals. With a backlog of work due to issues with the new customer service system, the increase in funding is needed for continued service.

Accordingly, this is to recommend that contract 71444-22, originally executed December 15, 2021, between the City of Jacksonville and Alfred Benesch and Company, for Traffic Engineering In-House Services, be increased by \$750,000. The maximum indebtedness will be increased to \$1,250,000.00. All other terms and conditions of the contract shall remain the same.

This increase is being requested due to the continued need for Professional Engineering Services to support the business needs of the Traffic Engineering division.

Thank you for your consideration in this matter.

Attachment: PSEC Memo approved October 21, 2021



# City of Jacksonville, Florida

**Lenny Curry, Mayor**

Procurement Division  
Ed Ball Building  
214 N. Hogan Street, Suite 800  
Jacksonville, Florida 32202

**ONE CITY ONE JACKSONVILLE**

October 21, 2021

The Honorable Lenny Curry, Mayor  
City of Jacksonville  
4<sup>th</sup> Floor, St. James Building  
Jacksonville, FL 32202

Dear Mayor Curry

Re: P-08-21 Traffic Engineering In-House Services  
Department of Public Works/Traffic Engineering Division



The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a contract with Allied Benesch & Company to provide Traffic Engineering In-House Services that incorporates the attached Scope of Services identified as Exhibit 'A' and Fee Schedule identified as Exhibit 'B', the period of service is from execution of the contract through two (2) years, with two (2) two-year renewal options available at terms mutually agreeable; The maximum indebtedness is a not-to-exceed amount of \$500,000.00. All other terms and conditions are per the RFP and the City's standard contract language.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

  
Gregory Pease, Chief  
Procurement Division  
Chairman, Professional Services  
Evaluation Committee 

APPROVED

  
Lenny Curry, Mayor

This 25<sup>th</sup> day of October 2021

GP:ou

P.E. Council Auditor  
John McCann, CMAA  
Committee Member



ONE CITY ONE JACKSONVILLE

# City of Jacksonville, Florida

**Lenny Curry, Mayor**

Department of Public Works  
Traffic Engineering Division  
1007 Superior Street  
Jacksonville, FL 32264  
(904) 256-7533  
www.coj.net

**MEMORANDUM**

October 6, 2021

**TO:** Gregory W. Pease, Chairman  
Professional Services Evaluation Committee (PSEC)

**THRU:** John Pappas, P.E., Director  
Public Works *John Pappas*

**FROM:** Christopher W. LeDew, P.E., Chief  
Traffic Engineering Division *Chris LeDew*

Lee Durban, Traffic Studies Engineer  
Traffic Engineering Division *Lee Durban*

**SUBJECT:** P-0B-21 – Traffic Engineering In-House Services

Traffic Engineering has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide Traffic Engineering In-House Services resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B.

Accordingly, this is to recommend that the City of Jacksonville enter a contract with Alfred Benesch & Company to provide Traffic Engineering In-House Services which incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The initial contract period will be for two years from date of execution of contract, with two (2) two-year renewals at terms mutually agreeable. The maximum indebtedness is a not-to-exceed amount of \$500,000. All other terms and conditions of the Contract are per the City's standard contract language and as provided in the Request for Proposals.

Attachments: Exhibits A & B

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SECTION 4  
Description of Services and Deliverables

PURPOSE

The City of Jacksonville (COJ) requires the support of engineering and technical services to perform traffic studies and assist with citizen complaints, maintenance of traffic, Engineering plan review and other miscellaneous traffic engineering needs.

The Consultant shall function as an extension of COJ's Staff by providing qualified technical and personnel to perform the duties and responsibilities assigned under the terms of this Agreement either in City of Jacksonville (COJ) office, remotely, or both. To the maximum extent possible, the General Consultant shall minimize COJ's need to apply its own resources to authorize assignments.

SCOPE OF SERVICES

The consultant shall provide in-house personnel as necessary to perform engineering analyses and coordination of citizen complaints for the COJ. This includes reviewing citizen complaints, performing field reviews, preparing engineering analyses, coordinating with COJ Public Works on possible countermeasures, and responding to the concerned citizens. The review process for each complaint will be documented. The breadth and depth of each complaint is expected to vary. Maintenance of Traffic to be performed as needed for Special Utility permit applications, construction projects, Events, Block Parties, Plans Review, and other related work. Activities to be performed may include the following services:

1. The consultant shall provide in-house personnel as necessary to perform engineering analyses and coordination of citizen complaints for the COJ. This includes reviewing citizen complaints, performing field reviews, preparing engineering analyses, coordinating with COJ Public Works on possible countermeasures, and responding to the concerned citizens. The review process for each complaint will be documented. The breadth and depth of each complaint is expected to vary. Maintenance of Traffic reviews to be performed as needed for Special Utility permit applications, construction projects, Events, Block Parties, Plans Review, and other related work. Activities to be performed may include the following services:

• Services to be Provided: Citizen Complaints and Other Needs

• Customer Complaints

- Monitor CRM, incoming complaint / requests
- Provide information within the system and to the customer.
- Transfer issues, if needed, to appropriate individual within Division or to appropriate Department, Division, or Agency.
- Perform Qualitative Assessments (virtual field reviews, crash data, review available data, make recommendation)
- Make recommendation for short term improvements (pavement markings, signage, signalization modification)
- Make recommendations for long-term improvements requiring additional study, design, and CIP funding
- Coordinate with others in Traffic Engineering, other Divisions, other Agencies, Public, and Fleeted Officials

• Data Collection

- Collect traffic counts at the location (including pedestrians and bicyclists if needed)
- Collect the latest five (5) years of crash data utilizing Signal 4 Analytics
- Collect existing signal timing information, if at a signalized intersection

• Field Reviews

Conduct a field review to assess the existing safety and operational conditions at the requested location.

Prepare a condition diagram with approximate placement of existing traffic control devices (i.e. signs, guardrails, pavement markings) using aerial photographs as background.

- Analysis and Coordination

- Perform an engineering analysis utilizing collected data and field review. The analysis will either recommend an action, or explain why no action should be taken.
- Document the original complaint, engineering analysis and summarize findings. Prepare a conceptual design sketch if applicable.
- Present findings and recommendations to the City, and any other coordination as needed.
- Contact citizen and notify him/ her of the findings and any proposed actions if applicable.

- Other appropriate services as needed.

- Services to be Provided: Maintenance of Traffic

- Minimum Requirements

- MOT Certification
- Engineering Intern (EI) or 5 years in Traffic Engineering field

- MOT Review

- Review Maintenance of Traffic Plans and verification of adherence to COJ and FDOT criteria.
- Provide review comments or requests for additional information.
- Familiarity with Traffic Engineering concepts and Standards. Familiar with MUTCD, AASHTO green book, FDOT Standards. Able to perform standard traffic studies in MUTS manual.
- Other appropriate services as needed.

2. Capability to deliver any / all drawings, plans, or any other data which includes geolocated or is spatially referenced data, in electronic form. These electronic files will need to be provided as either Shape Files, Layers or Geodatabase file formats, and would need to be in the NAD 1983 StatePlane Florida East FIPS 0901 Feet spatial projection.
3. Final submittal of study, when requested, will include scope, sketch and cost estimate.

#### A. Performance

A major objective of this contract is for the consultant to provide the requested Traffic Engineering Services as expeditiously as possible while maintaining a high degree of thoroughness and professionalism.

The Consultant shall ensure that all tasks and studies requiring field activities are conducted professionally and in a manner that utilizes accepted safety methods and practices. The safety of the traveling public and the Consultant's field staff shall be an essential goal of each field study activity.

**B. General Guidelines**

At a minimum, the latest edition of the following reference manuals will apply to the design of traffic operational improvements:

- 1 Manual on Uniform Traffic Control Devices (MUTCD)
- 2 Florida Manual on Uniform Traffic Studies (MUTS)
- 3 IDOT Minimum Standards for Design, Construction and Maintenance of Streets and Highways
- 4 Florida's Design Criteria for Resurfacing, Restoration and Rehabilitation (RRR) of Streets and Highways
- 5 IDOT Design Standard Index
- 6 FDOT Florida Design Manual
- 7 The City of Jacksonville Land Development Code
- 8 ITE Trip Generation Manual

**Exhibit B**  
**CONTRACT FEE SUMMARY FORMAT FOR TRAFFIC ENGINEERING DIVISION**  
**CITY OF JACKSONVILLE, FLORIDA**

**PART I - GENERAL**

<b>1. Project</b> Traffic Engineering In House Services Original Contract	<b>2. Proposal No. / Contract No.</b> P-08-21 / TBO
<b>3. Name of Consultant or Subconsultant:</b> Alfred Benesch & Company	<b>4. Date of Proposal</b> September 24, 2021

**PART II - LABOR RELATED COSTS**

6. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	\$ 82.67	1	\$ 82.67	
Project Manager	\$ 71.40	1	\$ 71.40	
Sr. Engineer 2	\$ 73.25	1	\$ 73.25	
Sr. Engineer 1	\$ 64.50	1	\$ 64.50	
Engineer 2	\$ 46.40	1	\$ 46.40	
Engineer 1	\$ 44.50	1	\$ 44.50	
Sr. Designer	\$ 42.60	1	\$ 42.60	
Designer	\$ 40.25	1	\$ 40.25	
EI	\$ 35.46	1	\$ 35.46	
Sr Planner	\$ 51.10	1	\$ 51.10	
Clerical	\$ 26.00	1	\$ 26.00	
<b>TOTAL DIRECT LABOR</b>	<b>\$ 52.56</b>	<b>11</b>		<b>\$ 578.13</b>
<b>6. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate	161.07 % x Total Direct Labor			<b>\$ 931.19</b>
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$ 1,609.32</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>				<b>\$ 150.93</b>

**PART III - OTHER COSTS**

<b>9. Miscellaneous Direct Costs (Lump Sum)</b>				
Printing		\$	0.00	
Transportation & Shipping		\$	0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ -</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>				
		\$		
		\$		
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>				<b>\$ -</b>
<b>11. SUBCONTRACTS (Reimbursable/Not to Exceed)</b>				
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$ -</b>

**PART IV - SUMMARY**

<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)	<b>\$ 1,660.25</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>	N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>	N.A.



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

**PART I - GENERAL**

1. Project Traffic Engineering In-House Services	2. Proposal No. / Contract No. P-08-21
3. Name of Consultant or Subconsultant: Peters and Yaffee	4. Date of Proposal September 27, 2021

**PART II - LABOR RELATED COSTS**

6. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Chief Engineer	\$ 74.98	1	\$ 74.98	
Senior Engineer	\$ 63.41	1	\$ 63.41	
Project Engineer	\$ 45.11	1	\$ 45.11	
Senior Designer	\$ 33.09	1	\$ 33.09	
Engineering Intern	\$ 32.27	1	\$ 32.27	
Engineering Technician	\$ 30.08	1	\$ 30.08	
Clerical	\$ 27.15	1	27.15	
<b>TOTAL DIRECT LABOR</b>	<b>\$ 43.73</b>	<b>7</b>		<b>\$ 306.09</b>
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 170.957 % x Total Direct Labor				\$ 523.28
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 829.37
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 82.94

**PART III - OTHER COSTS**

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	\$	0.00
Transportation & Shipping	\$	0.00
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>		\$ -
10. SUBCONSULTANTS (Lump Sum)		\$ -
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>		\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>SUB-TOTAL REIMBURSABLES</b>		\$ -

**PART IV - SUMMARY**

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	\$ 912.31
12. TOTAL PRIOR CONTRACT AMOUNT	N.A
TOTAL AMENDED CONTRACT AMOUNT	N.A

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

**PART I - GENERAL**

<b>1. Project</b> Traffic Engineering In House Services Original Contract	<b>2. Proposal No. / Contract No.</b> P-08-21 / T80
<b>3. Name of Consultant or Subconsultant:</b> Arcadis, Inc.	<b>4. Date of Proposal</b> September 28, 2021

**PART II - LABOR RELATED COSTS**

6. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	\$ 82.67	1	\$ 82.67	
Project Manager	\$ 71.40	1	\$ 71.40	
Sr Engineer	\$ 66.12	1	\$ 66.12	
Design Engineer	\$ 48.25	1	\$ 48.25	
Engineering Intern	\$ 32.99	1	\$ 32.99	
Designer	\$ 40.25	1	\$ 40.25	
Clerical	\$ 26.00	1	\$ 26.00	
<b>TOTAL DIRECT LABOR</b>	<b>\$ 52.53</b>	<b>7</b>		<b>\$ 357.68</b>
<b>8. Overhead (Combined Fringe Benefit &amp; Administrative)</b>				
Overhead Rate			155.68 % x Total Direct Labor	\$ 572.40
<b>7. SUBTOTAL: Labor + Overhead (Items 6 &amp; 8)</b>				<b>\$ 940.08</b>
<b>8. PROFIT: Labor Related Costs (Item 7)</b>				<b>\$ 94.01</b>

**PART III - OTHER COSTS**

<b>9. Miscellaneous Direct Costs (Lump Sum)</b>		
Printing	\$	0.00
Transportation & Shipping	\$	0.00
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>		<b>\$ -</b>
<b>10. SUBCONSULTANTS (Lump Sum)</b>		
	\$	
	\$	
<b>SUB-CONTRACT SUB-TOTAL (Reimb/NTE)</b>		<b>\$ -</b>
<b>11. SUBCONTRACTS (Reimbursable/Not to Exceed)</b>		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
<b>SUB-TOTAL REIMBURSABLES</b>		<b>\$ -</b>

**PART IV - SUMMARY**

<b>TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10, and 11)	<b>\$ 1,034.09</b>
<b>12. TOTAL PRIOR CONTRACT AMOUNT</b>	N.A.
<b>TOTAL AMENDED CONTRACT AMOUNT</b>	N.A.