9

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID- FROM DATE OF EXECUTED CONTRACT THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City of Jacksonville entered into negotiations with The Haskell Company Construction Manager at Risk Services for the River Front Plaza Park Improvements.

Recommend approval of award to The Haskell Company Construction Manager at Risk Services. The guaranteed maximum price not-to-exceed $874,979.82. Exhibit B.1 and B.2 incorporate the contract rate schedule. Scope of work will be from date of executed contract through completion of construction.

Funding Source: 32124.153101.565051.009031.00000000.00000.0000000 - To be executed by formal contract through Office of General Counsel and encumbered via PO.

ATTACHMENTS: Recommendation Memo, Exhibit(s) (A.1, A.2, B.1, B.2), Scoring Matrix, Evaluation Criteria, Previous Awards

ANALYST: _____ BENJAMIN KEMP

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

November 13, 2023

TO: Dustin Freeman
Chief of Procurement

FROM: Nina Sickler, P.E.
Director of Public Works

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

SUBJECT: Fee and Contract Award CDB-0081-23
The Haskell Company
Construction Manager at Risk Services for River Front Plaza Park Improvements

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Presentations were conducted and evaluated, and approval given for the final averaged scores and ranking. The Engineering Division has negotiated with the number (1) one ranked Construction Manager at Risk Services for River Front Plaza Park Improvements resulting in the attached Contract Rate Schedules, Exhibits B.1 and B.2.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with The Haskell Company Construction Manager at Risk Services for River Front Plaza Park Improvements that includes the attached contract Rate Schedules, Exhibits B.1 and B.2. The Period of Service will be project completion, with a maximum indebtedness of $874,979.82. All other terms and conditions are as provided in CDB-0081-23.

NS/ja

Attachments: Exhibits A.1, A.2, B.1, and B.2

cc: Jonathan Page, P.E., Engineering and Construction Management

HASKELL

EXHIBIT A.1: Scope of Services

This proposal is for all recommended pre-construction services as outlined below, and it is broken down into tasks with details on planned work activities and deliverables noted with each task.

TASK 1 – MARINE WORK GMP

Services

This task item will include all activities required for delivering a GMP for the Marine Scopes of work on the project Including:

a) Bid Package Development
b) Soliciting Subcontractors
c) Facilitate Site Visit for Marine Bidders
d) Logistics Planning and Coordination
e) GMP Schedule Development

Deliverables

1) GMP Proposal for the Marine Work
2) Project Schedule for Marine Work
3) VE Options and Alternates as Necessary
4) Construction Work Plan for the Marine Work

Schedule

The work described in Task 1 will be completed within approximately **four (4) weeks** from a Notice to Proceed.

Clarifications

1) Haskell will provide recommend allowances to address unforeseen condition inherent with marine work.

TASK 1A – EARLY PROCUREMENT OF MARINE WORK

Services

This task includes one month of project management time to proceed with procurement of the Marine scopes of work after approval of the GMP. It is anticipated that once GMP price and terms are agreed to, it could take several weeks to get a contract amendment issued for the work. This task allows for priority procurement to proceed for up to **four (4) weeks** while the contract amendment is processed.

Clarifications

1) Costs included for this task are only for Haskell management time and does not include any actual Subcontractor costs for procurement.

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TASK 2 – PARK GMP

Services

This task item will include all activities required for delivering a GMP for the Park Scopes of work on the project including:

a) Bid Package Development
b) Soliciting Subcontractors
c) Logistics Planning and Coordination
d) GMP Schedule Development
e) Facilitate Site Visits

Deliverables

1) GMP Proposal for the Park Work
2) Project Schedule for Park Work
3) VE Options and Alternates as Necessary
4) Construction Work Plan

Schedule

The work described in Task 1 will be completed within approximately **six (6) weeks** from a Notice to Proceed.

TASK 2A – EARLY PROCUREMENT OF PARK SCOPES WORK

Services

This task includes one month of project management time to proceed with procurement of the Park scopes of work after approval of the GMP. It is anticipated that once GMP price and terms are agreed to, it could take several weeks to get a contract amendment issued for the work. This task allows for priority procurement to proceed for up to **four (4) weeks** while the contract amendment is processed.

Clarifications

1) Costs included for this task are only for Haskell management time and does not include any actual Subcontractor costs for procurement.

TASK 3 – CONSTRUCTABILITY REVIEWS & GENERAL MANEGMENT

This task includes the pre-construction services associated with general design constructability reviews, management and coordination including:

a) Regular OAC Meeting Attendance
b) Constructability Reviews
c) Design Coordination Reviews

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TASK 4 – SUBSURFACE UNDERGROUND ENGINEERING (SUE) AND COORDINATION

This task includes investigating and mapping all potential underground obstructions. The site for this project is known to have a lot of constructed history with many unforeseen hidden utilities and structures. Some obstructions have been identified but exact routing and impact unknown and it's expected many more are not yet identified.

This work will include a combination of Ground Penetrating Radar (GPR), soft digging, digital surveying, and virtual modeling. Field investigative work will be overlaid with the new design, known as-builts and foreseeable utility relocations in a 3D Virtual Model that can be coordinated and examined.

The purpose of this task is to reduce the risk of encountering unforeseen conditions during construction and to try and resolve conflicts through design before mobilizing construction crews. The first priority will be the areas around the seawall including any near by utilities and the existing seawall tiebacks.

Deliverables

1) GMP Proposal for the Marine Work
2) Project Schedule for Marine Work
3) VE Options and Alternates as Necessary

Schedule

The work described in Task 1 will be completed within approximately **six (6) weeks** from a Notice to Proceed.

Clarifications

1) Performing these investigations does not guarantee that all potential conflicts will be identified and resolved.
2) Because the extent of this work is unknown and depends on how much is found in the field, the costs included for this work are included as an allowance. This costs also include the investigative work only. Remediation of any conflicts will be included in additional contract amendments.

TASK 5 – EXISTING ELECTRICAL SERVICE AS-BUILT

This task includes investigating the existing electrical services to the lights and panels around the park to map out where all of the devices are fed from. This information will be documented on an as-built document and submitted to the EOR in the form of an RFI to confirm if any changes to the design are required.

Clarifications

1) Because the extent of this work is unknown and depends on how much is found in the field, the costs included for this work are included as an allowance. This cost includes investigative work only, remedial work is not included.

HASKELL

TASK 6 – PROJECT FENCE AND CUSTOM FENCE SCREEN

This task includes furnishing and installing a temporary fence with custom printed wind screen around a portion of or the entire jobsite during the preconstruction phase. The exact location of the fence and gates would need to be reviewed with the City to determine final costs. Also, the artwork for the custom printed screen would need to be developed for final costs as well.

Clarifications

1) Because the extent of this work is unknown the costs included for this work are included as an allowance.

TASK 7 – DEWATERING DESIGN FOR MARINE WORK

Dewatering will be an important aspect to the successful completion of this project. Early design is critical for the proper assessment of project costs and risk. This task is for dewatering design for the marine work only. Additional dewatering costs will be included in subsequent amendments.

Clarifications

1) Because the extent of this work is unknown the costs included for this work are included as an allowance.

GENERAL CLARIFICATIONS

1. A reimbursable budget for travel, printing and similar expenses has been included.
2. This proposal does not include any costs for post GMP Value Engineering (VE) should there be challenges with the budget. Any required VE efforts will be evaluated upon request from COJ and included in an additional contract amendment.
3. We have not included the cost for any permitting. This will be included with the GMP proposals as more information is provided.

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EXHIBIT A.2 Clarifications and Assumptions

Riverfront Plaza Improvements – Park and Bulkhead **November 9, 2023**

CDB-0081-23

Jacksonville, Florida

1. The Construction Manager includes Florida State Sales Tax.
2. The Construction Manager excludes the cost of Davis-Bacon Prevailing Wage Rates.
3. Construction Manager does not guarantee any specific line item provided as part of the Preconstruction Scope and has sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Construction Manager agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the Preconstruction Scope, as adjusted in accordance with the Contract Document.
4. The Construction Manager includes the removal, hauling, disposal, and replacement of suitable soils from the Underground Utility Survey. The construction Manager Excludes removal of contaminated soils.
5. The Construction Manager excludes the removal and replacement of rock not identified by the Geotechnical Survey.
6. The Construction Manager excludes the removal, hauling, disposal, and abatement of any contaminated soils or groundwater. The area will be testing in accordance with the Phase 2 ESA. Cost associated with any clean up or haul off will need to be determined once testing is completed.
7. The Construction Manager has not included any specific JSEB or Small Business contracting goals. Haskell will work with the City to identify small business contracting opportunities when feasible.
8. Construction Managers Preconstruction general conditions have been reviewed by representatives of the City based on a detailed review of duration, quantities, and rates and have been accepted. These items will be billed as a lump sum based on percent complete of the contract. It is understood that actual costs incurred may differ from lump sum billing and are at the risk of the Construction Manager. The Underground Surveying, Temporary Fencing and Water Testing/Dewatering Permitting allowance.
9. Construction Manager's proposal is based on Waiver of Consequential and Indirect Damages. Notwithstanding anything herein to the contrary, neither Party shall be liable to the other Party for any consequential or indirect losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.
10. Construction Manager's proposal is based on Limitation of Liability. The total liability of Construction Manager arising under, in connection with or out of this Agreement, whether in contract, tort or any legal theory of recovery, shall be limited to seven and a half percent (7.5%) of the Maximum Indebtedness under this Contract.

HASKELL

11. Notwithstanding anything herein, the Construction Manager shall only have an obligation to indemnify an Indemnified Party from liabilities, damages, losses and costs to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Construction Manager.
12. Construction Manager excludes RFP Section 1.6.d. Construction Manager agrees to protect the City of Jacksonville to the extent such liability is caused by the negligent actions or omissions of Construction Manager in accordance with Construction Manager's indemnification obligations in contract and Florida Statute 725.06(2).
13. Construction Manager excludes RFP Section 3.4 reference to "first-class" Service Warranties. Construction Manager will provide service warranties as defined by the design specification.
14. Construction Manager RFP Section 3.7 reference to disclosing use of subcontractors in the Response or obtaining approval. Construction Manager will provide a list of bidders prior to submission of the GMP and any objections to the subcontractors from the City of Jacksonville must be made in writing prior to the issuance of the GMP amendment. If the City of Jacksonville objects to a subcontractor, the Construction Manager shall be allowed to adjust the GMP cost for that scope or work.
15. The City of Jacksonville shall indemnify the Construction Manger for reuse, altercation or modification of our work product as defined in RFP section 3.9 Ownership of Works.
16. Construction Manager strikes the last sentence in RFP section 3.22 Section (2) under City's Right to Suspend Work and replaces with the following "Construction Manager shall be entitled to additional compensation to recover reasonable cost incurred due to Suspension".
17. Construction Manager excludes RFP section 3.27 Force Majeure, Notice of Delay and No Damages for Delay.

    Force Majeure Events are those events that are beyond the control of the party effected by thereby, including, but not limited to, the events of war, terrorism, hostilities, riots, change in law, government action or mandates, floods, torrents, landslides, tempests, fires, earthquakes, storms, labor disputes, blockades, embargoes, trade restrictions, supply chain disruptions, strikes, lock- outs, epidemics, pandemics, public health crisis, adverse weather conditions not reasonably anticipated, named weather events, named storm, natural disaster, and other acts of God.

    Construction Manager shall not be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (I) within ten (10) business days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within ten (10) business days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in

its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Contractor shall be entitled to an adjustment in the contract time, schedule and an increase in the Contract price or payment from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

18. Construction Manager strikes RFP Attachment E Section 20.43 INDEMNIFICATION (project with design work) and replaces with the following:

Construction Manager and its subcontractors shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, and employees (collectively the "Indemnified Parties") from and against, without limitation, any and all third-parties claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1 General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder to the extent caused by Construction Managers negligent act or omission; and

2 Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract to the extent cause by the Construction Managers negligent acts or omission; and

3 Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right to the extent caused by Construction Managers negligent act or omission. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing. Notwithstanding anything herein, the CMAR Firm shall not have an obligation to indemnify an Indemnified Party from liabilities, damages, losses and costs to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Indemnified Parties

If an Indemnified Party exercises its obligation under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

HASKELL

19. Regarding Form 4 CMAR Service Construct Between City of Jacksonville and The Haskell Company, the following clarifications shall be included:

    Section 6: City gets ownership of work product upon full payment of all amounts owed. If the City of Jacksonville reuses, modifies or alters the Work Product, the City of Jacksonville agrees to indemnify, defend and hold Construction Manger harmless. The City of Jacksonville does not retain any ownership in documents/work product developed before or unrelated to project.

    Section 7: Liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Specific Project as agreed upon by the parties is $500. The date of Substantial Completion will be established in the future GMP amendment.

    Section 9: Owner and Construction Manager agree that the total liability Construction Manager has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Times shall not exceed five percent (5%) of the Maximum Indebtedness.

    Section 11(B) Retainage: When a project phase is Complete, Retainage will be full released at the completion of that phase. However, when fifty percent (50%) of the Work for each phase has been satisfactorily completed by Construction Manager, City of Jacksonville will not retain any additional amounts from Construction Manger's subsequent applications for payment. City of Jacksonville will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

    Section 12 Termination for Convenience: Construction Manger shall be entitled to demobilization costs and costs to break non-cancelable subcontracts/commitments.

20. Regarding Exhibit A -Special Conditions, the following clarifications shall be included:

    Section 4.1 - Hazardous Conditions: City of Jacksonville shall indemnify, defend, and hold Construction Manager harmless from hazardous conditions encountered on the project/site.

    Section 9.2 - Strike "Neither the Owner nor CMAR Firm shall be considered to own the schedule float time"

    Section 11.2.1 - (iii) Add "provided that Owner has paid CMAR Firm for such work or services"

    Section 11.2.1 - (iii) Strike (v). Liquidated Damages are the sole remedy for delay.

    Section 11.2.2 - Change cure period from 7 to 14 days

    Section 12.2 - add clause that "Construction Manger shall be entitled to rely upon information, documents, designs, and plans provided by City of Jacksonville."

    Section 12.3 – add sentence at end "City of Jacksonville shall be responsible for all utilities."

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Section 12.10.1 - add in "undisputed" before "payment due" in third line;

Exhibit B.1

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Riverfront Plaza Improvements - Park and Bulkhead Bulkhead Preconstruction Services	**2. Proposal No. / Contract No.** CBD-0081-23 / TBD
3. Name of Consultant orSubconsultant: The Haskell Company	**4. Date of Proposal** November 9, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Director of Construction	$ 83.08	10	$ 830.80	
Director of Project Development	$ 85.22	235	$ 20,026.70	
Director of Preconstruction	$ 83.08	27	$ 2,243.16	
Chief Estimator	$ 76.00	0	$ 0.00	
Senior Estimator	$ 69.60	60	$ 4,176.00	
Business Diversity Coordinator	$ 38.50	15	$ 577.50	
Preconstruction Manager	$ 68.00	90	$ 6,120.00	
Project Manager	$ 61.60	173	$ 10,669.12	
Project Controller	$ 50.00	10	$ 500.00	
Assistant Project Manager	$ 43.00	0	$ 0.00	
Quality Control Coordinator	$ 51.00	5	$ 255.00	
Quality Control Manager	$ 65.00	5	$ 325.00	
Scheduler	$ 50.00	32	$ 1,600.00	
Superintendent	$ 75.00	10	$ 750.00	
Regional Safety Supervisor	$ 66.70	10	$ 667.00	
VDC Coordinator	$ 75.00	0	$ 0.00	
TOTAL DIRECT LABOR	$ 71.45	682.2		$ 48,740.28
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	**166.53** % x Total Direct Labor			$ 81,167.19
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 129,907.47**
8. PROFIT: Labor Related Costs (Item 7)			x **7.5%**	$ 9,743.06

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)			
Printing		$ 2,000.00	
Advertising Expenses		$ 1,000.00	
Truck/Fuel/Phone		$ 4,350.00	
Transportation & Shipping		$ 4,000.00	
Bonds and Insurance		$ 8,601.43	
Technology Fee		$ 955.71	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ 20,907.14
PROFIT ON MISCELLANEOUS DIRECT COSTS	x	7.5%	$ 1,568.04
10. SUBCONSULTANTS (Lump Sum)			
Jacobs - Marine SME		$ 30,000.00	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)			$ 30,000.00
PROFIT ON SUB-CONTRACT	x	7.5%	$ 2,250.00

11. SUBCONTRACTS (Reimbursable/Not to Exceed)			
SUE & Utility Modeling	$	87,500.00	
Existing Electrical As-Built Survey	$	5,000.00	
Dewatering Design	$	47,300.00	
Temporary Fence	$	30,000.00	
Temporary Toilets	$	5,000.00	
SUB-TOTAL REIMBURSABLES			$ 174,800.00
PROFIT ON REIMBURSABLES	x	7.5%	$ 13,110.00
PART IV - SUMMARY			
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)			**$ 382,285.71**
12. TOTAL PRIOR CONTRACT AMOUNT			N.A.
TOTAL AMENDED CONTRACT AMOUNT			N.A.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 13, 2023

Mara Scott, Manager - Corporate Licensing
THE HASKELL COMPANY
111 Riverside Avenue
Jacksonville, Florida 32202

Dear Ms. Scott:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization

Group 13 - Planning

- 13.3 - Policy Planning
- 13.6 - Land Planning/Engineering

Group 14 - Architect

Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
161.34%	149.62%	Reimbursed	No	5.19%	0.00%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

Mechling Engineering & Consulting, Inc.

1714 Belmonte Avenue
Jacksonville, FL 32207

phone 904.346.5468

November 8, 2023 REVISED

Mr. Brent McMaster
Haskell
111 Riverside Avenue
Jacksonville, Florida 32202

RE: Proposal for Environmental Consulting Services
COJ Riverfront Plaza Marine Work – Landside of Bulkhead Dewatering
Jacksonville, Florida

Dear Mr. McMaster:

Mechling Engineering & Consulting, Inc. is pleased to provide this proposal to perform environmental consulting services associated with dewatering along the landside waterfront as part of the COJ Riverfront Plaza Marine Work.

Project Understanding

We understand that Haskell is engaged in the construction of the Jacksonville Riverfront Plaza as detailed in the Project Manual from Perkins & Will dated March 15, 2023. The proposed construction will likely require dewatering along the landside of the waterfront. An evaluation of the soil and groundwater quality within the proposed work area has been requested to determine whether produced groundwater will require disposal permitting and whether soils that will leave the site will require disposal at a permitted facility. This proposal includes our proposed scope of work and cost estimate to provide the noted services.

Proposed Scope of Work

The purpose of the proposed scope of work is to: 1) identify areas of suspected soil and/or groundwater contamination by review of publicly-available records and project reports made available by Haskell; 2) sample and analyze soils to provide construction recommendations for containing and disposing of contaminated soils, if present; and 3) sample and analyze groundwater per JEA's and FDEP's produced groundwater discharge requirements.

To complete the scope of work, we propose the following:

Task 1 – Review FDEP's Oculus database to identify potential areas of soil and/or groundwater contamination and the likely contaminants within the work area. Additionally, project reports made available to us by Haskell will also be reviewed for information pertinent to our investigation.

Task 2 – Based on our prior experience in the downtown area, we propose to install and sample co-located soil borings and temporary groundwater monitoring wells at four locations spatially distributed along the landside of the waterfront. See attached *Figure 1* for the approximate soil boring/well locations.

One soil sample will be collected from the unsaturated zone at each boring location and submitted to a laboratory certified by the State of Florida for analysis of VOCs by EPA Method 8260, SVOCs by EPA Method 8270, TRPH by the Florida Pro Method, 8 RCRA Metals, and TCLP 8 RCRA Metals.

Monitoring wells will be installed using a direct push drilling rig, constructed with a 10-foot long slotted screens that intercepts the groundwater table with a filter pack of 30/65 fine sand and fitted with a locking

Schedule

We are prepared to schedule field work for Tasks 1-3 upon your authorization. We anticipate driller availability within two weeks of authorization and one week after mobilization to the site to complete the field work. We estimate three weeks will be required for laboratory analysis. Our report will be prepared for your review within two weeks of receipt of laboratory data.

We will contact you immediately if, during our field work, we encounter any evidence of potential hazardous substance contamination that appears to constitute a health and safety danger.

Closing

We appreciate the opportunity to provide this proposal to provide the noted services for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact us at (904) 346-5468 or using the emails below.

Sincerely,

Mechling Engineering & Consulting, Inc.

Killian Eckert, P.E.
Senior Engineer
keckert@mechlingeng.com

Mark Mechling, P.E.
Principal
mmechling@mechlingeng.com

Attachment

- Figure 1

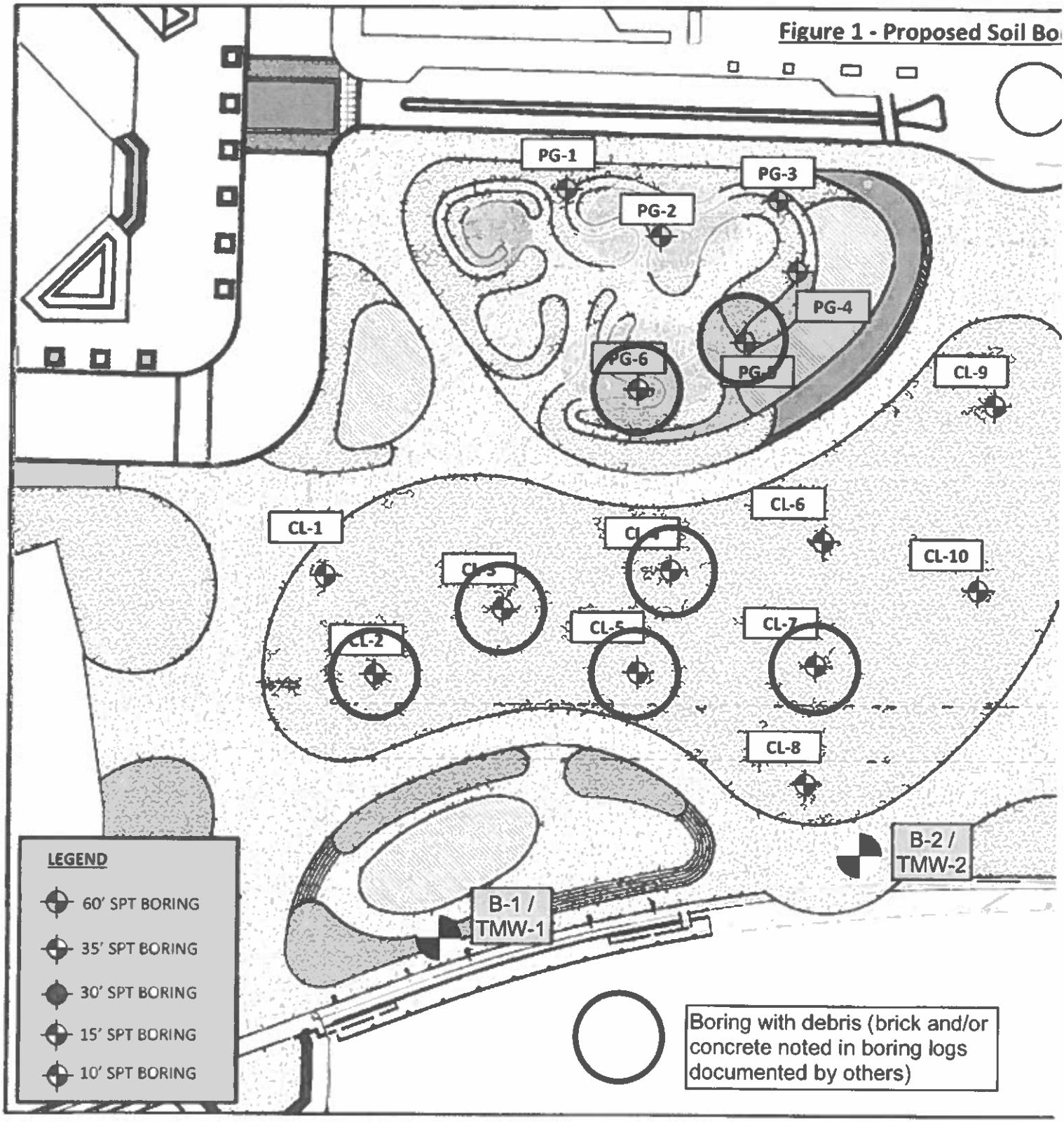
Figure 1 - Proposed Soil Bo
PG-1
PG-2
PG-3
PG-4
PG-6
CL-1
CL-2
CL-5
CL-6
CL-7
CL-8
CL-9
CL-10
B-1 / TMW-1
B-2 / TMW-2
LEGEND
60' SPT BORING
35' SPT BORING
30' SPT BORING
15' SPT BORING
10' SPT BORING
Boring with debris (brick and/or concrete noted in boring logs documented by others)

Exhibit B.2

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION

CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project Riverfront Plaza Improvements - Park and Bulkhead Park Preconstruction Services	**2. Proposal No. / Contract No.** CBD-0081-23 / TBD
3. Name of Consultant orSubconsultant: The Haskell Company	**4. Date of Proposal** November 8, 2023

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Director of Construction	$ 83.08	15	$ 1,246.20	
Director of Project Development	$ 85.22	240	$ 20,452.80	
Director of Preconstruction	$ 83.08	20	$ 1,661.60	
Chief Estimator	$ 76.00	20	$ 1,520.00	
Senior Estimator	$ 69.60	520	$ 36,192.00	
Business Diversity Coordinator	$ 38.50	25	$ 962.50	
Preconstruction Manager	$ 68.00	210	$ 14,280.00	
Project Manager	$ 61.60	353	$ 21,757.12	
Project Controller	$ 50.00	20	$ 1,000.00	
Assistant Project Manager	$ 43.00	173	$ 7,447.60	
Quality Control Coordinator	$ 51.00	15	$ 765.00	
Quality Control Manager	$ 65.00	15	$ 975.00	
Scheduler	$ 50.00	70	$ 3,500.00	
Superintendent	$ 75.00	50	$ 3,750.00	
Regional Safety Supervisor	$ 66.70	10	$ 667.00	
VDC Coordinator	$ 75.00	130	$ 9,750.00	
TOTAL DIRECT LABOR	$ 66.76	1886.4		$ 125,926.82
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	**166.53 %** x Total Direct Labor			$ 209,705.93
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 335,632.75**
8. PROFIT: Labor Related Costs (Item 7)			x **7.5%**	$ 25,172.46

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 2,000.00	
Advertising Expenses	$ 1,000.00	
Truck/Fuel/Phone	$ 4,350.00	
Transportation & Shipping	$ 4,000.00	
Bonds and Insurance	$ 11,085.62	
Technology Fee	$ 1,231.74	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 23,667.35
PROFIT ON MISCELLANEOUS DIRECT COSTS	x 7.5%	$ 1,775.05
10. SUBCONSULTANTS (Lump Sum)		
ADG - Community Outreach	$ 11,520.00	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 11,520.00
PROFIT ON SUB-CONTRACT	x 7.5%	$ 864.00

11. SUBCONTRACTS (Reimbursable/Not to Exceed) SUE & Utility Modeling	$ 87,500.00		
SUB-TOTAL REIMBURSABLES		$	87,500.00
PROFIT ON REIMBURSABLES	x 7.5%	$	6,562.50
PART IV - SUMMARY			
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)		**$**	**492,694.11**
12. TOTAL PRIOR CONTRACT AMOUNT			N.A.
TOTAL AMENDED CONTRACT AMOUNT			N.A.

CMAR for Riverfront Plaza Improvements- Park & Bulkhead

CDB-0081-23

Total Points	30 Points	20 Points	10 Points	5 Points	10 Points	5 Points	5 Points	5 Points	10 Points	30 Points	OVERALL	Rank
Vendors	Experience, Competence & Approach (similar projects)	Past Performance and Record of Professional Accomplishments	Availability to Provide CMAR Services	Recent, Current & Projected Workload	Overall Willingness to Meet Time and Budget Requirements	Volume of Current and Prior Work Performed for Using Agencies	Financial Responsibility	Location	Quality Control Plan	Oral Interivews	Total Points (130 max)	1 or 2
Perry McCall Construction												
Guy Parola	23.00	16.00	10.00	5.00	10.00	1.00	5.00	5.00	10.00	24.00	109.00	2
Robin Smith	28.50	20.00	9.00	5.00	10.00	1.00	5.00	5.00	10.00	29.00	93.50	
Average	**25.75**	**18.00**	**9.50**	**5.00**	**10.00**	**1.00**	**5.00**	**5.00**	**10.00**	**26.50**	**101.25**	
The Haskell Company												
Guy Parola	27.00	17.00	10.00	3.00	10.00	2.00	5.00	5.00	10.00	27.00	116.00	1
Robin Smith	29.00	20.00	10.00	5.00	10.00	2.00	5.00	5.00	9.00	30.00	95.00	
Average	**28.00**	**18.50**	**10.00**	**4.00**	**10.00**	**2.00**	**5.00**	**5.00**	**9.50**	**28.50**	**105.50**	

Attachment B- Evaluation Criteria

General:
Each CMAR Firm being considered for this Project is required to submit a written SOQ Response. The SOQ Response shall include sufficient information to enable the City to evaluate the qualifications and capability of the CMAR Firm to provide the Services for the Project. Those firms meeting or exceeding the SOQ Response Evaluation Criteria regarding qualifications set forth below will be deemed the most qualified firms. Award of this contract shall be in accordance with Section 2.5 and 2.6 of this RFQ.

Provide concise information pertaining to the following Evaluation Criteria in accordance with Section 255.103, F.S., and Part 7 of Chapter 126, Ordinance Code; (i) compliance with the design Criteria Package; (ii) qualifications and past performance; (iii) financial capacity; and (iv) project schedule and ability to provide CMAR services. The minimum information to be included in the SOQ Response is as follows:

Evaluation Criteria

I. Experience, competence in, and approach to similar CMAR projects
II. Past professional accomplishments and performance
III. Availability to provide CMAR services
IV. Current Workload
V. Overall willingness to meet time and budget requirements for the projects
VI. The volume of current and prior work performed for using agencies
VII. Financial responsibility
VIII. Location
IX. Quality control plan (design & construction)
X. Interviews (If requested by the City)

SOQ Response:

1. **EXPERIENCE, COMPETENCE IN, AND APPROACH TO SIMILAR CMAR PROJECTS (ABILITY OF PROFESSIONAL PERSONNEL). (30 Point Value)**

Provide concise information pertaining to professional qualifications, experience, and competence of the CMAR Team or individual firms of the CMAR Team as follows:

1. Identify the lead organization and primary members of the CMAR team.
2. Provide an organizational chart of the CMAR team describing the role and responsibilities of each team member. Identify all team members that are pre-qualified by the City as a Jacksonville Small Emerging Business. The organizational chart can be on 11"x17" paper.
3. Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
4. Proposer shall have experience providing construction management-at-risk services for at least five (5) years under the current business name. List Forensic or Healthcare Construction Management projects that are most relevant to this project.
5. Provide proof of licensing including occupational license tax for all business entities and individual professional members of the CMAR team. Identify the Key Individuals (in order for the SOQ to be deemed technically responsive) and the business entities (firms) by which those individuals are employed. Provide a clear definition of the role and responsibility of each Key Individual relative to the member firm. **(Appendix item).**
6. Proposer's firm has not defaulted on a contract within the past three (3) years or declared bankruptcy within the past three (3) years.
7. Proposer must be authorized to do business in the State of Florida and must possess professional service registrations, and construction licenses in accordance with applicable

statutes, regulations, and rules. Proposer must have a State of Florida Business and Professional Registration.

8. Present a plan for completing the specified work The plan should address the CMAR Contractor plan to help the City and the Designer (Gresham Smith) to achieve the goals established for the project, both in the Pre-Construction Services Phase and, the Construction Phase.
9. The CMAR Contractor plan includes providing input to the city and the Design Professional regarding constructability, sequence of construction, and any other ideas that bring value to the project. Indicate technical experience, resources, and approach (means and method) to identify potential risks that can influence cost and schedule and allow the city and the Design Professional (Gresham Smith) to eliminate or mitigate those risks.
10. The CMAR Contractor validates the City of Jacksonville budget through development of Estimated Costs (updated throughout the Pre-Construction Services Phase with a minimum of required submittals at 90%, and 100% final plans), until a final GMP agreement is reached at or before the plans are 100% complete. Indicate technical experience, resources, and approach to assist during the Pre-Construction services phase and in the development of the project plans with the following tasks:
    A. An estimate of the quantities of materials, labor, and equipment needed for construction of the project.
    B. A Baseline Progress Schedule.
    C. Advice as to the availability, cost, and capacities of materials, labor, and equipment.
    D. Risk identification and methods and innovative approaches to mitigate identified risks.
    E. Constructability Reviews, phasing and sequencing reviews, and other input.

II. PAST PERFORMANCE AND RECORD OF PROFESSIONAL ACCOMPLISHMENTS (20 Point Value).

List Construction Management projects completed in the last five (5) years that are most relevant to this project. Define the project scope, cost, schedule, project team members, Owner and Designer. The relevant projects are:

- Marine and Parks CMAR projects
- Projects performed by members of the CMAR team for the city.
- Experience in master planning, programming, and design/construction of Marine and Park facilities (including methodologies/technologies) and understanding of these unique facilities.
- Construction Management experience for the Jacksonville market.

This information may be included in the appendices and will not be counted against the 30-page limit.) For each project listed, provide:

1. Provide key Owner's reference information
2. Provide concise information describing:
    a. A brief description of the project,
    b. Name of owner for whom the work was performed,
    c. Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.

    (This information may be included in the appendices and will not be counted against the 30-page limit.)

3. Provide brief answers and explanations to the following questions:
    a. Has any member of the CMAR team defaulted and/or been terminated on any project within the last (5) years?
    b. In the past five (5) years, has any member of the CMAR team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
    c. How many contract claims were submitted in the past five (5) years by members of the CMAR team and how were they resolved?
    d. Does any member of the CMAR team have active projects that are behind schedule? If so, why

are the projects behind schedule?

e. Has any member of the CMAR team been assessed erosion and sediment control violations and/or fines within the last five (5) years?

f. Within the last five (5) years, how many projects were constructed by the CMAR team that were completed three (3) or more months before the target completion date of these projects? Provide details.

g. Does any member of the CMAR Team have experience in master planning, programming, and design/construction of Marine and Park improvements and understanding of these unique facilities?

4. Provide CMAR safety goals for the Project.

III. AVAILABILITY TO PROVIDE CMAR SERVICES (10 Point Value).

A. Define type of system utilized to create and maintain project schedules. Describe how schedule is integrated with various team members, i.e., architect, subcontractors, Owner,equipment planner, and any other consultants supporting the work.

B. Explain your ability to provide cost control using historical cost analysis and list your method for utility cost analysis based upon building materials used.

C. Define your Pre-construction services program and provide sample documents.

D. Identify the process used by your firm to ensure control of project costs.

E. Explain your processes employed to prevent claims.

F. Describe your experience and receptiveness to Owner-initiated direct material purchase programs for Sales Tax Savings.

G. In list format, describe the documents that your firm maintains as part of project recordsand indicate the locations in which they are maintained for control purposes. Sample documents are not requested as a part of this proposal.

H. Describe your firm's approach to project delivery methods and ability to work as a teamand reference a specific project similar in scope, complexity, and site constraints as possible to the project.

I. Indicate which elements of work that your company will self-perform. Describe your process for assuring Owner receives fair value for this work.

J. Describe your firm's approach to status reporting for CM Projects and reference a specific project similar in scope, complexity, and site constraints as possible to the project. These page(s) will be counted in the total page count. Provide an actual sample project status report identified separately at the end of the Construction Manager's proposal and properly identified, indexed, and tabbed for ease of reading and analysis by Owner. The report will not be counted in the response page count.

K. Describe your firm's safety program, safety record, and record of any litigation involving safety issues as a contractor and/or construction manager. Detail in a specific project yourrole in Interim Life Safety and Infection Control measures during construction to ensure operational safety functions of a hospital are not compromised.

L. Describe your firm's methodology and process for bid package assignment, qualificationof sub-contractors, bid process, and managing the work. Reference a specific project.

M. Describe your method for protecting and documenting protection of existing in place construction.

N. Provide concise information pertaining to the team's ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project:

1. Provide the Team Organizational Chart listing available personnel, equipment, and facilities in the design, construction, and quality control activities. Experience in master planning, programming, and design/construction of forensic science disciplines (including methodologies/technologies) and understanding of these unique facilities will be highly considered.
2. Demonstrate the team's ability to commit necessary resources to successfully complete the Project.
3. Demonstrate project team's leadership capability and relevant management experience for the design, construction, and quality control requirements of the Project (see Item # 1).

IV. RECENT, CURRENT AND PROJECTED WORKLOAD (5 Point Value)

Provide the number and size of the CMAR projects currently being performed. Discuss past ability to deliver projects on a timely basis under similar current workload conditions.

V. OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECTS (10 Point Value).

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that a proposer include statements and references demonstrating that the proposer met both time and budget requirements on projects of similar size and scope that were completed by the proposer within the past five (5) years and that the proposer is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the proposer ("Reference Projects"). As part of its response to this evaluation criterion, the proposer:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

VI. THE VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES SHALL BE CONSIDERED A MINUS FACTOR. (5 Point Value)

Provide a list of on Attachment A-1 of all local government projects on which Contractor has been awarded fees during the past five (5) years. Include those projects on which the firm was awarded as a prime contractor. Such list shall include all work for the City of Jacksonville and its various "using agencies," which is defined in the Jacksonville Ordinance Code as "a department, division, office, board, agency, commission or other unit of Buyer and independent agency required by law or voluntarily requesting to utilize the services of the Procurement] Department"; and with any of Buyer's Independent Authorities"; and on projects undertaken with others that are similar in nature to the size and scope of professional services and/or work required for the project solicitation herein. If the Contractor has not performed work for any of these agencies during the past five (5) years, the response should so clearly state.

VII. FINANCIAL RESPONSIBILITY (5 Point Value)

Provide concise information pertaining to the CMARF team's financial responsibility:

A. Provide evidence that the CMAR current bonding capacity is at least $20,000,000. **A statement from CMAR is sufficient for the pre-construction services. A form of a commitment letter from a licensed bonding company (surety) will be required in the Construction phase.**
B. Indicate the CMAR form of business, e.g., corporation, partnership, joint venture, or sole proprietor. Provide information about years in business, change in ownership, bank references, and any other information the CMAR may wish to submit to allow the City to verify financial responsibility of each member of the CMAR team.
C. Provide the latest CMAR Dunn & Bradstreet rating, and financial statement including current balance sheet, and a bank letter indicating the status of all accounts for each principal entity in the CMAR team.
D. For a joint venture, provide pertinent complete financial information for each joint venture partner.
E. Disclose any unpaid judgments in excess of $100,000.
F. Disclose any disputed or un-adjudicated claims in excess of $500,000.
G. If the CMAR or a Partner in the Joint Venture requires any financial information to be held in confidence, such information shall be submitted in sealed envelopes.
H. The CMAR (and joint venture partners) shall provide a comparison of the anticipated gross monthly billings for the next twelve months for uncompleted work presently under contract, with monthly gross billings for design and construction over the past 24 months.

VIII. LOCATION (5 Point Value).

Document the location of CMAR corporate headquarters, which, if located in Jacksonville, Florida, no further information is required under this criterion and maximum points will be awarded. If Contractor's corporate headquarters are not located in Jacksonville, Florida, please document the location and the nature of business of Contractor's branch office(s), if any, that are located in and/or that are closest to Jacksonville, Florida, the number of employees assigned thereto and the period of continuous existence thereof. Additionally, Contractors are requested to demonstrate, define, and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded.

IX. QUALITY CONTROL PLAN (DESIGN & CONSTRUCTION) (10 Point Value)

The Quality Control Program is a critical component of the design and construction of the Project. It represents assurances to the City that the CMAR is executing in accordance with the contract documents. The City will provide the quality assurance and independent testing, but the established Quality Control Program is the backbone for which the City will gauge compliance. The City shall negotiate the provisions of the acceptable Quality Control Program and finalize it prior to contract award.

Describe how the CMAR proposes to incorporate quality assurance requirements into his/her Quality Control Program.

The City's quality assurance requirements consist of the following elements: (a) Design Reviews by the at the 60%, 90%, and 100% design completion stages or as determined by the City's PM; (b) Permits and Inspections required by local, state, and Federal regulatory agencies; (c) Reviews and Approvals by Utility Companies; (d) Submittal Reviews by the Department of Public Works or Gresham Smith; (e) Regular Construction Inspections performed by the Department of Public Works or designated consultant.

X. ORAL INTERVIEWS/PRESENTATIONS Points 30

The Oral Interviews will have an additional value of thirty (30) points which will be added to the CMAR Score from the evaluation of the SOQ. The three top ranked CMARs from the SOQ Evaluation Process will be provided the criteria and scheduling information for the Oral Interviews. Final Ranking of the top three firms will be based upon the combination of scores combined from the SOQ Evaluation and the Evaluation of the Oral Interviews.

- Overall presentation regarding qualifications (10-pts),
- approach to and schedule for the project (10-pts),
- project organization development documents and ability to furnish CMAR services for the new Park and Bulkhead. (10-pts).

SOQ POINT VALUE FOR EACH EVALUATION CRITERION

The maximum number of points as shown below may be awarded by the QES of the CSPEC to the CMAR based on verifiable information provided in the SOQ for each evaluation category listed and described herein.

Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Statement of Qualification as non-responsive.

The responses to each of the criterion will be evaluated relative to other responses received and awarded a score as listed in the table below.

Item in Attach B	Item's Title	Maximum Number of Points
I	Experience, competence in and approach to the design and construction of various similar CMAR projects	30
II	Past professional accomplishments and performance	20
III	Availability to provide CMAR Services	10
IV	Current Workload	5
V	Overall willingness to meet time and budget requirements for the projects	10
VI	The volume of current and prior work performed for using agencies shall be considered a minus factor	5
VII	Financial responsibility	5
VIII	Location	5
IX	Quality control plan (design & construction)	15
X	Interview (If requested)	30
Maximum Score		**130**

4

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the oral interview of proposals submitted for the subject RFP and recommends approval to enter into negotiation with The Haskell Company for the Construction Manager at Risk Services for River Front Plaza Park. The ranking of first and second designates the order of qualification of these firms.

Firm	Average Score	Ranking
Perry McCall	101.25	2
The Haskell Company	105.50	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award, Scoring Sheet, Evaluation Criteria, Tab Sheet

ANALYST: Benjamin Kemp **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 9/28/23

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/3/23

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES – PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE RIVERFRONT PLAZA IMPROVEMENTS – PARK AND BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/2023

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN BID

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Evaluation Committee has completed their review of the proposals submitted for the subject RFP and recommends approval to move forward with oral interviews with the two responsive responding firms listed below in alphabetical order. The ranking of first and second designates the order of qualification of these firms.

Firm	Average Score	Ranking
Perry McCall	89.25	2
The Haskell Company	92.00	1

ATTACHMENTS: Recommendation Memo, Evaluation Matrix, Previous Award

ANALYST: _____ DAVID KLAGES

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E., CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/24/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 9/27/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: CONSTRUCTION MANAGEMENT AT RISK (CMAR) SERVICES – PRECONSTRUCTION AND CONSTRUCTION SERVICES – RIVERFRONT PLAZA IMPROVEMENTS PARK & BULKHEAD

BID #: CDB-0081-23 **OPEN DATE:** 7/12/23

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 52 **NUMBER RECEIVED:** 2 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFQ and received two (2) proposals. In accordance with Section 126.701 (a) (2) of the Procurement Manual, it will not be advantageous to resolicit this bid. Request to move forward to evaluate proposals from Haskell Company and Perry McCall.

Attachments: Recommendation Memo, Tabulation, and Evaluation Criteria

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 7/27/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/29/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02