

PUBLIC NOTICE  
 FSEC AGENDA  
**PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**  
**Thursday, February 24, 2022, 10:00 a.m.**  
 Eighth Floor, Conference Room 851  
 Ed Ball Building, 214 N. Hogan Street  
 Jacksonville, FL 32202

[Join Teams Meeting](#)  
[Teams Meeting](#)

Committee Members: Gregory Fease, Chairman  
 Paul Barrett, Treasury  
 James McCain, Jr., OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTRACT	OUTCOME
Wanda Verdijo Michelle Montford	P-43-18	Contract Amendment No. 14 Brown & Brown Insurance Broker Services Division of Insurance and Risk Management	That Contract No. 9269-08 between the City of Jacksonville and Brown & Brown of Florida, Inc., for Contract Casualty Insurance Broker Services, for the placement, binding, and ratification of the purchase of various casualty insurance policies for the City of Jacksonville, be amended to increase the maximum indebtedness by \$3,841.95 for the Special Even-World of Nation FY 2022, to a new not-to-exceed total maximum of \$9,977,150.04. 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.		
Mary DiPerna Carolina Teran-Oreguera	P-04-18	Contract Amendment No. 4 ACA Administrative Services Employee Services Department	That Contract No. 10062-01 between the City of Jacksonville and Worntime, LLC, for the provision of ACA Administrative Services be amended to: (i) exercise the fourth and final renewal option extending the period of service from May 1, 2022, through April 30, 2023, with no renewal option remaining; and (ii) increase the maximum indebtedness by \$80,000.00 for the services, to a new not-to-exceed maximum of \$400,000.00. 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.		
Kendra Mervin Larry Finkelstein	P-32-21	Fee & Contract Negotiations Health Literacy Campaign Consulting Services Office of Grants and Compliance	That the City of Jacksonville enter into a contract with Indelible Health Solutions, LLC, to provide Health Literacy Campaign Consulting Services that incorporates the attached Scope of Services identified as Exhibit 'A' and Contract Fee Schedule identified as Exhibit 'B'; the period of service will be from execution of the contract thru June 30, 2023; 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.		

<p>Dinah Coleman-Matson Alleen Cruz</p>	<p>SS-12059-22</p>	<p>Single Source Award 2013 Disparity Study Analysis Equal Business Opportunity Office</p>	<p>That the City of Jacksonville enter into a Single Source Contract with Matson Tillman Associates, LTD for 2013 Disparity Study Analysis by incorporating the attached Scope of Work and Fee Agreement Identified as Exhibit "A." The Period of Service will be from the date of execution of the contract through project completion. The maximum indebtedness will be a not-to-exceed amount of \$350,000.00. All other terms and conditions are per the City's standard contract language.</p>
<p>William Joyce Jill Enz</p>	<p>P-21-19</p>	<p>Contract Amendment No. 3 Professional Engineering Services for Emerald Trail Master Plan Improvements Department of Public Works/Engineering &amp; Construction Management Division</p>	<p>That Contract No. 9092-04, originally executed January 6, 2020, between the City of Jacksonville and Pond and Company Corporation for Professional Engineering Services for Emerald Trail Master Plan Improvements, be amended to incorporate the attached Scope of Services Identified as Exhibit "G" and Fee Summary Identified as Exhibit "H"; increase the lump-sum amount for Design Services by \$332,607.80 to a new limit of \$665,755.59; and to increase the not-to-exceed limit for Survey by \$121,100.50 to a new not-to-exceed limit of \$162,420.50; and to add a new not-to-exceed limit for Geotechnical in the amount of \$41,475.00; thereby increasing the maximum indebtedness to the City by 495,183.30 to a new maximum indebtedness to the City in the amount of \$874,763.01. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate with the City's Ordinances, Procurement policies and procedures and applicable federal and state laws.</p>
<p>William Joyce Danny Wheeler</p>	<p>P-15-21</p>	<p>Subcommittee Report Miscellaneous Surveying Services - Annual Contract Department of Public Works/Engineering &amp; Construction Management Division</p>	<p>It is the consensus of the committee that of the seven (7) proposals received in response to the Request for Proposal(s) all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these companies to perform the required services and alphabetically they are:</p> <ol style="list-style-type: none"> <li>3) DRMP, Inc.</li> <li>1) ETM Surveying &amp; Mapping, Inc.</li> <li>2) SAM Surveying &amp; Mapping, LLC</li> </ol> <p>We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may begin with <u>ETM Surveying &amp; Mapping, Inc.</u>, the number one (1) ranked firm.</p>
<p>William Joyce Robin Smith</p>	<p>P-24-18</p>	<p>Rescind &amp; Restate Contract Amendment No. 1 Construction Engineering and Inspection Services for Hart Bridge Approach Modifications Department of Public Works/Engineering &amp; Construction Management Division</p>	<p><b>Rescind:</b> That Contract No. 8107-12, originally executed February 10, 2020, between the City and GAI Consultants, Inc., for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the Scope of Services Identified as Exhibit "C" and Fee Schedule Identified as Exhibit "D"; increase the not-to-exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$2,517,858.27; thereby increasing the maximum indebtedness to the City by \$662,128.79 to a new maximum indebtedness of \$6,687,458.60. 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.</p>
<p>Contract Amendment No. 1 Construction Engineering and Inspection Services for Hart Bridge Approach Modifications Department of Public Works/Engineering &amp; Construction Management Division</p>			<p><b>Restate:</b> That Contract No. 8107-12, originally executed February 10, 2020, between the City and GAI Consultants, Inc., for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the Scope of Services Identified as Exhibit "C" and Fee Schedule Identified as Exhibit "D"; increase the not-to-exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$2,517,858.27; thereby increasing the maximum indebtedness to the City by \$662,128.79 to a new maximum indebtedness of \$3,359,251.67. 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.</p>

William Joyce	P-34-21	Introduce & Review Scope Willow Branch Canal Stabilization Project Department Of Public Works/Engineering & Construction Management Division	That the committee approves the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable state and federal laws.		
Jill Enz					
William Joyce	P-05-22	Introduce & Review Scope Architectural and Engineering Services for Miscellaneous Park Improvement Projects (South) – Annual Contract Department Of Public Works/Engineering & Construction Management Division	That the committee approves the Scope of Services/Request for Proposal (RFP) as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and the Office of General Counsel to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable state and federal laws.		
Jill Enz					
Guy Parola	P-5B-16 AD#4	Contract Amendment No. 4 Real Estate Consultant Services Downtown Investment Authority/Department of Public Works/Real Estate Division	That Contract No. 10282 between the City of Jacksonville and CBRE, Inc., utilizing State Contract No. DMS-12-13007A COJ Agreement CTD119000007 for Real Estate Consulting Services be amended to delete the previous Exhibit 'C' and replace with the attached Scope of Services identified as "Revised Exhibit C". 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.		
Renee Hunter					
Alex Baker		Addition to Legal Related Services List Procurement Division	That the committee approve the request of the following company for inclusion on the Legal Related Services list under the category of Abstract and Title Insurance Services: Marika Sewin, Attorney at Law U.S. Patriot Title, LLC		

Meeting Adjourned:

"The next PSEC meeting is scheduled to be held on Thursday, March 10, 2022."





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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Division of Insurance and Risk Management  
117 West Duval Street  
Suite 335  
Jacksonville, FL 32202  
(904) 255-5310  
www.coj.net

## MEMORANDUM

Date: February 08,2022

To: Greg Pease, Chairperson and Professional Services Evaluation Committee  
Copy: Alex Baker, PSEC Specialist

From: Wanda Verdejo, Property & Casualty Compliance Administrator *Wanda Verdejo*

Re: Brown & Brown Insurance Broker Services – P-43-18 contract 9269-08 Request for **Amendment 14**  
Casualty Insurance -Special Event – World of Nation 2022 event date 2/18/22 to 3/3/2022

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The Current contract with Brown & Brown (No. 9269-08) for Casualty Insurance Broker Services allow for Brown & Brown to Place casualty insurance coverage for a term of October 1, 2021 to September 31,2022.

The current contract will be amended to place a variety of new Aviation insurance policies for the City. See Attachment A. The premium adjustment from the current maximum indebtedness of \$9,973,308.09 by an additional \$ 3,841.95 for a new total maximum indebtedness of \$9,977,150.04

It is respectfully requested that City Contract No. 9269-08 with Brown & Brown be amended for the placement, binding, and ratification of the purchase of the Casualty Insurance coverage for the City of Jacksonville effective October 1, 2021 to September 31,2022.

All other contract terms and conditions shall remain the same (nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval.)

Attachment Brown & Brown Invoice for Special Event – World of Nation 2022 Amendment 14th  
Event date 2/18/22 to 3/3/2022

Thank you for your consideration

*Wanda Verdejo*

Property and Casualty Compliance Administrator  
for Risk Management Division  
City of Jacksonville  
117 West Duval Street, Suite 335  
Jacksonville, FL 32202-3381  
Phone : 904-255-5314



INVOICE: 02182201

City of Jacksonville, Florida  
Attn:  
117 West Duval St Ste 335  
Jacksonville, FL 32202

Account Number:	Invoice Date:
00223982	February 7, 2022

Policy: General Liability  
Company: Northfield  
Effective: 02/18/2022

Due Date	Trm	Description	Amount
2/18/2022	New	General Liability – WON event	\$ 3,841.95

*\*This is an estimated premium and is subject to change upon policy issuance.*

Make checks payable to:  
Brown & Brown of Florida, Inc.  
P.O. Box 745897  
Atlanta, GA 30374-5897

Overnight Payment to:  
Brown & Brown of Florida, Inc.  
Lockbox 745897  
6000 Feldwood Road  
College Park, GA 30349

Please include your account number on your check.

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Pay by Credit card or Echeck:  
<https://bbjax.epaypolicy.com>

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**Wire Transfer Instructions:**  
Bank of America  
ABA# 026009593  
Account# 898102753412

**Thank you for your business!**

Phone: 904-565-1952  
Fax: 904-565-2440





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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Employee Services Department  
City Hall, 117 West Duval St., Suite 150  
Jacksonville, Florida 32202

## MEMORANDUM

**TO:** Greg Pease, Chairperson  
Professional Services Evaluation Committee

**FROM:** Mary DiPerna, Division Chief, Compensation and Benefits  
Carolina Teran-Oceguera, Manager, Compensation and Benefits

**SUBJECT:** P04-18 ACA Administrative Services  
Amendment #4

**DATE:** February 17, 2022

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This is to recommend that the City approve the third amendment to the contract with Worxtime. The contract shall be for a one-year period effective May 1, 2022 through April 30, 2023; rates will remain the same and the total indebtedness for CY 2021 shall not exceed \$80,000; the maximum indebtedness shall not exceed \$400,000.

All other terms and conditions shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

Thanks.

Attachment: Letter of Renewal 2022



Worxtime  
11432 Lackland Road  
St. Louis, MO 63146

Phone: (800) 374-9507 | clientservices@worxtime.com



February 4, 2022

Mary DiPerna  
Manager, Employee Benefits Human Resources Division  
City of Jacksonville  
117 West Duval Street, Suite 150  
Jacksonville, Florida 32202

RE: Renewal of Worxtime, LLC (Equifax) ACA Administrative Services Contract May 1, 2022 through April 30, 2023

Dear Mary,

Worxtime LLC is pleased to offer for renewal, our ACA Administrative Services contract with the City of Jacksonville as proposed through RFP P-04-18.

With the exception of terms and conditions agreed to by the parties and contained in an Amendment, specifically the additional of the Limitation of Liability and data transfer terms, all of the terms and conditions of the contract will remain the same as presented in our initial RFP proposal. The financial arrangements for this year's renewal are as follows:

Per Employee Per Month	.33 cents
Per 1095C form mailed	\$1.50

We are pleased to provide our professional services to the City of Jacksonville and look forward to continuing our relationship.

Sincerely,

By: *Russell McAllister*  
Russell McAllister (Feb 7, 2022 06:38 EST)  
Name: Russell McAllister  
Title: VP, National Accounts  
Date: 02/07/2022





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## City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

### MEMORANDUM

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

**FROM:** Kendra Mervin, Grant Administrator   
Office of Grants and Contract Compliance

**RE:** P-32-21 Health Literacy Campaign Consulting Services

**DATE:** February 8, 2021

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The Office of Grants and Contract Compliance has negotiated with the number one ranked consultant that submitted a proposal and was selected to provide Health Literacy Campaign Consulting 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 into a contract with Indelible Health Solutions, LLC to provide Health Literacy Campaign Consulting Services that incorporates the attached Scope of Services identified as Exhibit A and Fee Schedule identified as Exhibit B. The contract period will be from the date of the execution of the contract thru June 30, 2023. 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.

Sincerely,



Kendra Mervin  
Grants Administrator  
City of Jacksonville

Attachments: Exhibits A & B  
cc: Alex Baker, PSEC Specialist

## Scope of Services and Deliverables

### Implementation and Deliverables

The Contractor will work with project partners in developing and deploying a multi-media campaign to provide culturally and linguistically appropriate public health information messages to the target population, with the goals of improving health literacy, improving health related outcomes, and addressing myths and misinformation related to advancing equitable responses to COVID-19 in Jacksonville's Health Zone 1. Project deliverables must demonstrate efficacy of services through accepted marketing analytics. Materials disseminated as part of this program will be reviewed and vetted by The Eighth & Whitner Group, LLC to ensure compliance with accepted principles of health literacy and National CLAS Standards. All work must be completed, and final payments made, prior to June 30, 2023. Funds may only be expended for messaging to residents in Jacksonville's Health Zone 1. Specific services include but are not limited to the following.

- Develop a detailed 18-month master plan of communications strategies targeting high-risk, low-trust, historically underserved communities demonstrating vaccine hesitancy, resistance, and refusal
- Develop and implement a comprehensive marketing plan to reach at least 80% of the residents in Jacksonville's Health Zone 1 with trustworthy, equity-enhancing health information about COVID-19
- Produce, store, and distribute program materials, aligned with federal grant requirements, for project partners as needed and upon request
- Identify and provide to project partners vetted media products from the CDC and other trustworthy sources to reach the target community.
- Create and print COVID-19 mitigation and prevention print materials on vaccine locations and countering mis- and disinformation (in English, Spanish, and Haitian Creole) for community partners that focus on assisting underserved populations in Jacksonville's Health Zone 1
- Create and distribute innovative direct-to-consumer and social media content about COVID-19 mitigation, prevention, and vaccination locations (in English, Spanish, and Haitian Creole) to community partners that focus on assisting underserved populations in Jacksonville's Health Zone 1
- Create Facebook, paid media, and social media placement and advertisements, radio promotions, and other digital marketing streams to reach the target population with trustworthy, equity-enhancing health information about COVID-19 mitigation, prevention, and vaccination
- Create, manage, and regularly update digital media and regular and active social media content that addresses identified health disparities in Jacksonville's Health Zone 1
- Coordinate radio interviews about COVID-19 mitigation, prevention, and vaccination locations with broadcasters that demonstrate, with industry accepted metrics, reach throughout the target demographic population in Jacksonville's Health Zone 1.
- Create and secure advertising placement in physical locations (e.g., billboards and bench ads) within Jacksonville's Health Zone 1
- Create and secure advertising placement through the Jacksonville Transportation Authority, Jacksonville Housing Authority, and other City of Jacksonville independent agencies to reach the target population
- Develop and leverage partnerships with Edward Waters University entities, the Jacksonville Jaguars Foundation, and other local nonprofits in the target community delivering health information to the target population.
- Adjust strategies to reinforce messaging, based on an Independent Lead Evaluator's quality improvement guidance

- Prepare a final report at the conclusion of the campaign, including a list of all activities conducted with grant funds and results of each activity when measured against the program's goals

#### Data Collection, Analysis, and Reporting

As a federally funded program, data collection, analysis, and reporting on performance measures are integral to The Mayor's Health Literacy Campaign, Advancing Health Literacy to Enhance Equitable Responses to COVID-19 in Jacksonville's Health Zone 1. In accordance with this responsibility, the Contractor will provide a monthly report encompassing the following criteria.

- Report monthly to the program's Independent Lead Evaluator using the program's Progress Reporting Tool
- Create, implement, and deliver a supplemental, monthly reporting tool that accurately and accountably tracks all forms of media and paid advertising, reaching at least 80% of the target population in Jacksonville's Health Zone 1 with trustworthy, equity-enhancing health information
- Reporting metrics may include, but not be limited to:
  - Number of radio spots, tv spots, social media posts, internet/email communications, and written materials developed and distributed
  - Number of estimated viewers and listeners to radio, television, social media, internet and print messages
  - Number of community meetings, town halls, information tables, and public events
  - Number of attendees at the community meetings, town halls, information tables, and public events
  - Qualitative assessments regarding the effectiveness of the messaging to reach at least 80% of the target population in Jacksonville's Health Zone 1 with trustworthy, equity-enhancing health information
- Submit monthly invoices for payment and provide accounting records supported by source documentation
- Whenever you intend to delegate part of the project to another entity, you must provide a detailed budget and budget narrative for each subrecipient/contractor, by entity title, along with the same supporting information referred to in these instructions, including the nature of the work to be delegated, the estimated costs, and the process for selecting the delegate entity.

#### Collaborative Roles and Responsibilities

The Contractor will be required to work with designees from the City of Jacksonville, Public Affairs Department, the Health Planning Council of Northeast Florida, the Center for Prevention of Health Disparities at Edward Waters University, and project partner, The Eighth & Whitner Group, LLC. The Contractor will be expected to develop and manage content, facilitate content sharing across agencies and technology platforms, plan and execute a multi-media campaign to support the goals of The Mayor's Health Literacy Campaign, Advancing Health Literacy to Enhance Equitable Responses to COVID-19 in Jacksonville's Health Zone 1. The Contractor must complete a majority of the work. Subcontractors are subject to prior written approval and can complete no more than 30% of the work required without additional written consent from the COJ project designee. The Contractor must procure goods and services in accordance with 45 CFR 75.421 and COJ Procurement Code. Specific responsibilities include but are not limited to the following.



February 10, 2022

City of Jacksonville  
Office of Grants and Compliance  
214 N. Hogan Street, Suite 800  
Jacksonville, FL 32202

Dear Ms. Mervin and Mr. Finkelstein,

Indelible Health Solutions LLC appreciates the opportunity to serve the City of Jacksonville through the provision of Health Literacy Campaign Consulting Services. We understand and accept the terms of the scope of services. We have included a revised fee schedule based on the total contract amount of \$500,000.00 to accompany this letter of acceptance. We approach this engagement with the “big picture” in mind and understand the impact the COVID-19 health literacy can have at the local level.

We are honored to support the City of Jacksonville on this, and other priority initiatives, and we look forward to continuing to build on our relationship in the future. Please feel free to contact me at [mwhite@indelible-solutions.com](mailto:mwhite@indelible-solutions.com) or 850-321-5168 with any questions regarding the enclosed proposal.

Very truly yours,

A handwritten signature in black ink that reads "Michael David White II". The signature is written in a cursive style and is enclosed within a hand-drawn oval.

Michael David White II  
Indelible Health Solutions  
Managing Partner

## Revised Rate Fee Schedule

Indelible appreciates the opportunity to provide services in support of the Mayor’s Health Literacy Campaign. To demonstrate our commitment to supporting the City, we have put together a revised cost proposal for the scope of services.

Indelible intends to adhere to proper management of funds and to the funder’s prescribed “burn-rate” limitations in the scope of services and deliverables.

Scope of Services Area	Anticipated Fees + Expenses
<p><b>Development, Production, Creation of Marketing Materials</b></p> <ul style="list-style-type: none"> <li>Develop a detailed 18-month master plan of communications strategies.</li> <li>Develop and implement a comprehensive marketing plan to reach at least 80% of residents in Jacksonville’s Health Zone 1.</li> <li>Produce, store, and distribute program materials.*</li> <li>Create and print COVID-19 mitigation and prevention print materials.</li> <li>Create and distribute innovative direct-to-customer and social media content.</li> <li>Create Facebook, paid media, and social media placement and advertisements, radio promotions, and other digital marketing streams.</li> <li>Create, manage, and regularly update digital media and regular and active social media content.</li> <li>Coordinate radio interviews about COVID-19 mitigation, prevention, and vaccination locations.</li> <li>Create and secure advertising placement in physical locations.</li> <li>Create and secure advertising placement through the Jacksonville Transportation Authority, Jacksonville housing authority, etc.</li> <li>Prepare a final report at the conclusion of the campaign, including a list of all activities conducted with grant funds and results of each activity.</li> </ul>	<p>\$400,000.00</p>
<p><b>Data Collection, Analysis, and Monthly Reporting</b></p> <ul style="list-style-type: none"> <li>Report monthly to the program’s Independent Lead Evaluator using the program’s Progress Reporting Tool.</li> <li>Create, implement, and deliver a supplemental, monthly reporting tool that accurately and accountable tracks all forms of media and paid advertising.</li> </ul>	<p>\$50,000.00</p>
<p><b>Collaborative Roles and Responsibilities</b></p> <ul style="list-style-type: none"> <li>Identify and coordinate engagement with other COJ departments and independent agencies.</li> <li>Coordinate media activities with project partners.</li> <li>Print and deliver program materials requested by project partners.*</li> <li>Collaborate with project partner, The Eight &amp; Whitner Group, LLC.</li> <li>Coordinate activities with City of Jacksonville departments and agencies.</li> </ul>	<p>\$50,000.00</p>
<p><i>*The actual production and delivery of hard copy materials may be limited due to the allocated contract amount.</i></p>	
<p><b>Total Scope of Services Cost</b></p>	<p>\$500,000.00</p>







**ONE CITY. ONE JACKSONVILLE.**

**MEMORANDUM**

February 2, 2022

**TO:** Gregory Pease, Chairman  
Professional Services Evaluation Committee

**FROM:** Dinah Coleman-Mason, EBO/JSEB Administrator  
Equal Business Opportunity Office

*DLW*

**Subject: Single Source Request – Disparity Study**

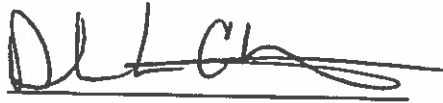
*SS-10259-22*

Please take appropriate action to issue a Single Source Proposal (SS) 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:  
See attached Single Source
2. The Objective of the study or services:  
See attached Scope of Service
3. The estimated cost of the service or study: \$340,000.00
4. Whether the proposed study or service will not duplicate a prior or existing work. No
5. List of current contracts or prior services or studies which are related to the proposed study or service  
N/A

6. The names and telephone numbers of two representatives from the using agency:  
Dinah Mason 255-8832  
Aileen Cruz: 255-8828
7. A project funding account number: Funding will be identified at the time purchase orders are issued for these services
8. The names and addresses of specific consultants the using agency wishes to be included in the solicitation process:
9. 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 May 2018



A handwritten signature in black ink, appearing to be 'DL Cruz', written over a horizontal line.

Administrator  
TITLE

**SINGLE SOURCE REQUEST**

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

**PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):**

The City of Jacksonville is requesting services to update the 2013 Disparity Study. The update should determine if the statistical disparity identified in the 2013 Disparity Study has been eliminated. This proposal also includes a review of the city's certification process to consider a modification to add a personal net worth criteria for eligibility. The scope of the services includes but not limited to: Please see attached additional scope.

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**PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:**

The study is a continuation of the previous study; therefore it is necessary to continue services with the original consulting firm.

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**ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:**

There are other firms throughout the country that provide the same services; however Mason-Tilman is the original consultant who completed the 2013 Study which is important to ensuring a thorough review.

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The City of Jacksonville is requesting services to update the 2013 Disparity Study. The update should determine if the statistical disparity identified in the 2013 Disparity Study has been eliminated.

This proposal also includes a review of the city's certification process to consider a modification to add a personal net worth criteria for eligibility.

The scope of the services includes but not limited to:

Option One

1. Legal Analysis
2. Prime Contractor Utilization Analysis for construction, professional services, and goods and services
3. Subcontractor Utilization Analysis for construction and professional services
4. Prime Availability Analysis for construction, professional services, and goods and services
5. Subcontractor Availability Analysis for construction and professional services
6. Prime Contractor Disparity Analysis for construction, professional services, and goods and services
7. Subcontractor Disparity Analysis for construction and professional services
8. Race and gender recommendations based on statistical findings
9. Race and gender-neutral recommendations based on best management practices



MASON TILLMAN  
ASSOCIATES, LTD

# City of Jacksonville, Florida

Scope of Disparity Study Services

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## ***I. Understanding of the Project***

The City of Jacksonville is requesting services to update the 2013 Disparity Study. The update should determine if the statistical disparity identified in the 2013 Disparity Study has been eliminated. The scope of the services outlined below comports with the evidentiary requirements of the caselaw. The legal standard for performing the disparity study is well established. Two United States Supreme Court decisions, *City of Richmond v. J.A. Croson Co.*<sup>1</sup> (*Croson*) and *Adarand v. Peña*<sup>2</sup> (*Adarand*), raised the standard by which federal courts can review race-based contracting programs and the criteria for a legally sound disparity study upon which a race-based program must be predicated. In *Croson*, the Court announced that the constitutionality of affirmative action programs that employ racial classifications would be subject to "strict scrutiny."

An understanding of *Croson*, which applies to state and local governments, is necessary when developing legally sound Minority/Woman-Owned Business Enterprise (MBE/WBE) programs. Broad notions of equity or general allegations of historical and societal discrimination against minorities are insufficient to meet the requirements of the Equal Protection Clause of the Constitution. Instead, governments may adopt race-conscious procurement programs only as a remedy for identified discrimination, and the remedy must be narrowly tailored to impose a minimal burden upon unprotected classes. *Croson* defines discrimination as a finding of statistically significant underutilization of available businesses.

Formulation of government contracting programs which do not involve race must comply with an intermediate standard, which is less stringent than strict scrutiny. Thus, government contracting programs that afford a preference to women, small, and local businesses are subject to intermediate scrutiny. A simple finding of social or economic impediments to public contract opportunities can meet the intermediate standard. A finding of statistically significant disparity is not required.

This proposal includes a review of the city's certification process to consider a modification to add a personal net worth criteria for eligibility.

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<sup>1</sup> *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989).

<sup>2</sup> *Adarand Constructors, Inc. v. Federico Peña*, 115 S.Ct. 2097 (1995).

## ***II. Study Methodology***

### **1. Kick-off Meeting**

A database kick-off meeting is a standard operating procedure for our organization when disparity studies are performed. In earlier meetings with City staff, it was determined that the prime contract and subcontract data could be extracted from the City's financial system and the Jacksonville Small & Emerging Business (JSEB) database. It is expected that the prime contract and subcontract data needed for the study will be provided in a format sufficient for the analysis. The database meeting is therefore critical in assuring the required contract records are provided timely and are complete.

During the database meeting, the scope of the Study will be defined, the utilization database structure will be described, and the location of the City's contract and purchasing records will be determined. The City will outline its system and schedule for retrieving the required electronic contract data during the kick-off meeting.

### **2. Legal Review**

There is no charge in the budget for the provision of the legal review. Mason Tillman maintains a detailed anthology of the relevant case law applicable to race and gender-conscious affirmative action programs in the federal circuits. Relevant cases in the Florida state courts are included in Mason Tillman case review. The legal review is routinely updated as relevant federal decisions are published, and therefore there is no charge for this service.

**Deliverable: Legal Review Chapter**

### **3. Prime and Subcontractor Utilization Analyses of Construction, Professional Services, and Goods and Services Contracts**

#### **a. Prime Contract Data Collection**

A legally sound study requires the analysis of prime contracts to determine if the City is engaged in active racial discrimination. Prime contracts awarded during a five-year study period, 2015 to 2020, will be analyzed.

Logistics for retrieving the required prime contract records maintained in the City's financial system will be determined during the project kick-off meeting. The data retrieval process, as defined during the meeting, will determine the City's timeline for extracting the required prime contract award and payment data. Mason Tillman's database staff will coordinate with the City to

ensure the extraction includes complete payment and award amounts for the prime contracts awarded in each industry during the five-year study period.

Once the prime contract dataset has been cleaned and normalized, a Data Verification Report will be produced. In the report, Mason Tillman will detail the excluded records and any other questions or issues to be reviewed by the City before the prime utilization analysis can be performed. All prime contract data will be analyzed in Mason Tillman's proprietary relational database. The utilization database structure, as depicted in Table 1, defines the prime contract data that will need to be extracted from the City's financial system.

**Table 1: Sample Utilization Database Structure**

COLUMN HEADING	DESCRIPTION
<b>Contract P.O. Number</b>	Unique number assigned to contract/purchase order
<b>Project Name</b>	Project title or description
<b>Business Name</b>	Primary name of company
<b>Business Address</b>	Address of company
<b>Race and Gender</b>	Race and gender of business owner
<b>Vendor ID</b>	Unique vendor number assigned to company by accounts payable
<b>Industry Code</b>	North American Industry Classification System (NAICS) codes
<b>Product or Service</b>	Description of type of service performed or product provided
<b>Award Date (Prime and Sub)</b>	Date of contract award for prime contractors and date first contracted for all others (MMDDYY)
<b>Award Amount (Prime and Sub)</b>	Amount of each company's award (for prime contractors, the original contract award amount)
<b>Contract Modification Date</b>	Date of each contract modification (MMDDYY)
<b>Contract Modification Amount</b>	Amount of each contract modification or total modifications
<b>Payment</b>	Total payment made to contractor (may be different from award)

**h. Subcontract Data Collection**

The determination of whether the City is a passive participant in racial discrimination will be assessed through an analysis of the subcontracts awarded by the City's prime contractors. Digital records of subcontractors on file with the City will be requested. The City will research its project files and subcontractor reports to compile complete subcontract records of the JSEB and non-JSEB subcontractors used on the construction and professional services prime contracts awarded for the most recent three years in the five-year study period. The staff research will need to include a review of project files, bids/proposals, inspector logs, utilization plans, prevailing wage reports, close-out reports, and invoice statements.

Mason Tillman will conduct a survey, in cooperation with the City, to secure the subcontract records not on file with the City. The prime contractors will be surveyed to provide subcontractor payments for each of their prime contracts awarded during the three-year period. Mason Tillman will prepare and mail the survey under the signature of City Manager or designated chief executive officer and the City will make the reminder calls to ensure the maximum response rate from the



prime contractors. The survey will contain a list of each of the prime contracts with the project name, amount and award date. The relational database used to analyze the prime contract records will also be used to analyze the subcontract records.

**c. Ethnicity and Gender Definition**

Complete information on the ethnicity and gender of each prime contractor and subcontractor listed in the contract record is essential to complete an accurate study. The contractors' ethnicity and gender identification will be secured using certification lists, organization directories, internet research, and business owner surveys. The cleaned prime contract and subcontract records coded by industry, ethnicity, and gender will be analyzed and presented in the Prime Contractor and Subcontractor Utilization Chapters.

**Deliverable: Prime Contract and Subcontractor Utilization Chapters**

**4. Market Area Definition**

Identification of the market area is necessary because it defines the geographic area where the City awarded most of its prime contract dollars. Market area determination is derived from the utilization analysis. It is within the geographic market area that available businesses—including prime contractors, subcontractors, suppliers, and other goods and service providers—will be enumerated. A cluster analysis will be undertaken to determine the geographic distribution of prime contracts by industry and the dollars and number of contracts awarded.

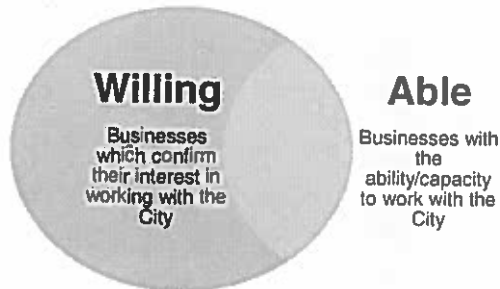
**Deliverable: Geographic Market Area Chapter**

**5. Prime and Subcontract Availability Analysis**

**a) Definition of Availability**

Availability, the crux of a constitutional disparity study, has been highly scrutinized by the courts. *Croson* defines "availability" as the number of businesses in the jurisdiction's geographic market area which are willing and able to provide goods or services. Circuit courts have addressed the issue of ability, the legal principle commonly known as capacity. A constitutionally sound analysis that calculates availability must address capacity of the willing businesses to perform the jurisdiction's contracts. The methodology to enumerate willing and able businesses within the market area is based on two factors regarding the businesses: 1) interest in doing business with the City, as implied by the term "willing," and 2) ability or capacity to provide a service or goods, as implied by the term "able." **Chart 1** shows the components of availability.

**Chart 1: Components of Availability**



A combination of methods will be employed to secure sources of businesses willing and able to perform the prime contracts awarded by the City and the subcontracts its prime contractors awarded during the study period. To identify willing and able businesses, Mason Tillman utilizes a combination of sources, including the City's vendor list; chamber of commerce directories; business and trade association membership lists; local, state, and federal local, small, DBE, and MWBE certifications; and other business listings. The sources used to compile a comprehensive list of willing and able businesses are detailed below.

**b) Availability Data Collection**

*i. Prequalification Standards*

The initial step is to determine the City's prequalification standards to respond to solicitations for a bid, proposal or statement of qualifications. Any prequalification standards used by the City during the study period to determine a contractor's eligibility to bid, propose or be selected for contracts will be defined before seeking to identify available businesses. The review of prequalification standards will determine how and where they are applied in the contracting process to measure suitability to bid. After careful review of the prequalification process and any other standards, eligibility to bid or propose will be defined. The availability strategies discussed below will be used to identify all willing and able businesses that might reasonably provide the City with goods and services. The enumeration will be informed by the prequalification requirements, but the search will not be limited by the criteria.

*ii. Records from the City*

Lists of businesses that have indicated an interest in doing business with the City will be requested. A primary source of willing and able businesses known to the City are utilized firms, vendor lists, plan-holders lists, bid tabulations, and MWBE, non-MWBE, and DBE program lists. Businesses contained in these lists have demonstrated both willingness and capacity to contract with the City.

### iii. *Certification Directories*

Mason Tillman maintains a comprehensive regional database of businesses that perform government contracting. This list will be augmented with unique market area businesses certified by the City. To identify additional market area businesses, Mason Tillman will review MWBE-certification lists from regional governments and organizations that operate their own certification programs. Lists maintained by federal and state certification organizations are also sources of market area businesses.

### iv. *Business Outreach*

A targeted outreach campaign will be performed to identify businesses in the market area that have not bid with the City or certified with the City or a regional agency. Our experience with disparity studies has shown that the number of firms identified solely from records maintained by the government and certification agencies may not reflect the actual level of availability of either MWBEs or non-MWBEs in the market area. Therefore, a well-crafted and professionally executed targeted outreach campaign is critical.

Mason Tillman's proposed outreach plan consists of four critical strategies:

- **Organization Outreach:** Trade and professional associations will be targeted to partner with Mason Tillman. Building upon previously established subconsultant relationships with organizations within the City, current membership directories of local organizations will be collected. The data will be compiled to augment Mason Tillman's list of the City's businesses.
- **Technical Assistance Center Partnerships:** Partnerships with regional small business technical assistance centers funded by the United States Small Business Administration facilitates access to a comprehensive source of market area businesses. These organizations have clients that offer relevant goods and services and should be included in the availability data set.
- **Trade and Professional Organization Partnerships:** Partnerships our consultants have forged with local trade organizations, professional associations, and chambers of commerce are especially useful in identifying MWBEs within the market area that are not MWBE-certified or utilized.
- **Social Media Distribution:** Contingent upon the approval of the City, meeting notices and study updates will be distributed to businesses and business associations using social media channels (Facebook, Twitter, Instagram, and LinkedIn).

### c) *Assess Willingness*

"Willingness" is defined in *Croson* and its progeny as a business' interest in doing government contracting. A business that has bid on a City contract or secured government certification is considered "willing." Any businesses identified for this study that are located from a non-

government source will be assessed for their willingness to contract with the City. A business survey will be used to assess the willingness of businesses identified from non-government sources. Only businesses that affirm willingness to contract with the City will be included in the analyses.

#### **d) Perform Capacity Analysis**

Business capacity or ability, which is a critical component of a constitutionally sound disparity study, will be estimated using three strategies:

- **Size Analysis:** A frequency distribution of contracts by size and industry will be calculated to determine the mean and median size of the contracts awarded by the City. Contract size can be used as a determination of the capacity a business needs in order to be considered competitive for the majority of the City's contracts.
- **Largest Awards:** The analysis will classify the largest contracts that the City awarded to MWBE businesses by ethnicity, gender, and industry to document the demonstrated capacity of MWBE businesses to perform on large City contracts.
- **Business Capacity Survey:** A custom capacity survey tool designed to elicit descriptive statistics of a business' ability to perform the City's contracts will be administered. A statistically valid sample of businesses who affirmed their willingness to contract with the City will be surveyed to assess the relative capacity of MWBEs and non-MWBEs. A stratified sample will be drawn to ensure that the survey results are reliable at a 95 percent significance level. The survey will be administered using an online e-survey tool and telephone follow-up. Employing these methods, the willing and able market area businesses will be enumerated and classified by ethnicity, gender, and industry.

The business capacity survey questions will assess the business' financial status, equipment, staffing, bonding/insurance, and the owners' education and experience. The survey results will be used as an additional method to evaluate the capacity of the businesses willing to contract with the City. The survey questions will also identify other public entities as well as private sector companies where the businesses have performed work.

**Deliverable: Availability Chapter**

#### **6. Prime and Subcontract Disparity Analysis**

*Croscon* requires the disparity analysis to determine if MBE prime contractor and subcontractor utilization is at parity with each of the ethnic groups' availability. Under an equitable system of awarding contracts, the proportion of dollars awarded to MBEs within each of the industries (construction and professional services services) should be relatively close to the proportion of

available MBEs in the market area. The statistical test of disparity does not apply to woman-owned business because they are subject to intermediate scrutiny, which is a lesser standard.

The first step in conducting the test of statistical significance is to calculate the number of dollars that each ethnic and gender group is expected to receive based on the group's availability in the market area. Next, the difference between each ethnic and gender group's expected contract amount and the actual contract amount received by the group is calculated. The disparity ratio is determined by dividing the actual contract amount (utilization) by the expected contract amount (availability). *Croson* states that an inference of discrimination can be made *prima facie* if a disparity is statistically significant.

$$\text{Disparity Ratio} = \frac{\text{Utilization}}{\text{Availability}}$$

A disparity ratio of less than 0.8 indicates a degree of disparity. Therefore, a test of statistical significance is undertaken if there is a disparity for any ethnic or gender group. The statistical test of significance determines the probability that the identified disparity ratio is due to chance. If there is a low probability that the disparity is due to chance, *Croson* states that an inference of discrimination can be made.<sup>3</sup> To test the significance of a disparity ratio, Mason Tillman's statisticians calculate a P-value.<sup>4</sup> Statistical significance will be tested using one of three methods: 1) a parametric analysis,<sup>5</sup> 2) a non-parametric analysis,<sup>6</sup> and 3) a simulation analysis. Employing the aforementioned methods, separate prime contractor and subcontractor disparity will be reported disaggregated by ethnicity, gender, and industry in the Prime Contract and Subcontract Disparity Chapter.

## Deliverable: Prime Contract and Subcontract Disparity Chapter

### 7. Recommendations

#### a. Race and Gender-Specific Remedies

*Croson* requires jurisdictions to have a "strong basis in evidence" to ensure that any proposed race and gender-conscious program goals meet the "narrowly tailored" requirement to rectify the effects of a statistically significant disparity without unduly burdening unprotected classes. In the

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<sup>3</sup> When conducting statistical tests, a confidence level must be established as a gauge for determining whether an observed occurrence is not due to chance. It is important to note that a 100 percent confidence level or a level of absolute certainty can never be obtained in statistics. A 95 percent confidence level is considered by the Courts to be an acceptable level in determining whether an inference of discrimination can be made. Thus, the data analyzed here was done within the 95 percent confidence level.

<sup>4</sup> P-value is a measure of statistical significance.

<sup>5</sup> Parametric analysis is a statistical examination based on the actual values of the variable. In this case, the parametric analysis consists of the actual dollar values of the contracts.

<sup>6</sup> Parametric analysis is a statistical examination based on the actual values of the variable. In this case, the parametric analysis consists of the actual dollar values of the contracts.

event there is a statistical finding of prime or subcontract disparity for any ethnic or gender group narrowly tailored race and gender-specific recommendations will be proposed.

**b. Race and Gender-Neutral Remedies**

Race and gender-neutral initiatives can be employed without a finding of disparity and are therefore applicable to all ethnic group and gender groups in each industry. Results of the anecdotal analysis, Personal Net Worth (PNW) review, and disparity analysis will inform the race and gender-neutral recommendations. The proposed recommendations will be best management practices designed to remedy any under-utilization of available MWBEs.

**Deliverable: Recommendations Chapter**

### **III. Additional Scope of Services**

#### **1. Anecdotal Analysis**

According to *Croson*, anecdotal evidence alone is insufficient to establish the existence of a statistically significant disparity. Therefore, anecdotal evidence must be considered in concert with statistical data when evaluating the existence of discrimination in the market area. Three methods will be employed to identify businesses, community and professional association interviewees to collect the anecdotal data: 1) in-depth interviews will be conducted with 25 business owners in the market area; 2) an e-survey will be administered to all available market areas businesses to elicit information regarding their experiences in attempting to work with the City; and 3) seven interviews will be conducted with community leaders and minority contracting program coordinators.

The one-on-one interviews should provide data describing barriers and exemplary practices in obtaining City contracts. The survey will provide business owners' perceptions of market area conditions that affect their access to credit, bonding, licenses, insurance, and interactions with local trade associations, unions, suppliers, lending institutions, sureties, insurance companies, payment procedures, business practices, and employment practices.

The e-survey will supplement the anecdotal interviews by including the same questions used in the interview questionnaire. The e-survey will also provide a means for all willing businesses to contribute their anecdotal evidence to the analysis.

##### **a. Community Engagement**

Interviewees will be identified using several methods. One method proposed is to solicit interviewees at community meetings. Interviewees will also be identified using bidder lists, trade and professional business association membership rosters, regional certification directories, and prequalification lists. Interviews will be transcribed and analyzed utilizing the NVivo™ qualitative analysis software. The findings will be coded and reviewed for patterns and practices perceived as either barriers or exemplary procedures.

##### **b. Business Community Meetings**

During the pandemic, Mason Tillman has hosted nearly a dozen virtual business community meetings that have attracted hundreds of businesses. In cooperation with the City, Mason Tillman proposes to organize two (2) virtual business community meetings. The community meetings will be purposely promoted to maximize local business participation.

Each meeting will be electronically recorded and transcribed on the Zoom platform. The meetings will inform local businesses about the status of the disparity study schedule. The meetings will also afford the business owners an opportunity to comment on their experiences contracting with the City and make program recommendations to be included in the study. In addition, the meetings will solicit the business community's support for the study and identify business owners willing

to participate in the anecdotal phase of the study. With the City's approval, contracting opportunities will be provided, and business strategies to mitigate the adverse impact of the pandemic will be presented.

Public notices and electronic invitations distributed through the trade associations, ethnic chambers of commerce, and community calendars will maximize dissemination of the meeting notices. To support the community meetings, Mason Tillman proposes to develop a project website.

**c. Disparity Study Website**

To publicize the study and support the anecdotal research and community meetings, Mason Tillman proposes to develop a project website. The website will provide current information on the progress of the study. It will also have hyperlinks to business and trade associations that agree to partner with the study team.

**Deliverable: Anecdotal Analysis Chapter**

**2. Personal Net Worth Review**

The Personal Net Worth (PNW) formula and components used by a select number of municipal governments will be reviewed. The review will consider the criteria for defining a business' financial status and the application of PNW in determining best value. This comparative analysis with other jurisdictions will aid in determining the definition and use of PNW in defining best value. The review will also analyze the relationship between PNW, race, and access to capital.

**i. Literature Review**

The review of municipal governments that employ PNW criteria in their certification process will be a means to determine standards used and changes in the definition of PNW since the inception of their policy. Current North American Industry Classification System codes (NAICS) eligible for certification will be enumerated. Included in the review will be research into the criteria used to determine PNW and exclusions different entities utilize in the calculations, such as the applicant's business equity and primary home equity.

**ii. Personal Net Worth Data Collection**

Recommendations will be made for methods to collect the PNW data in the certification application to determine certification eligibility. The potential chilling effect of PNW requirements on the number of MWBEs that apply for certification also will be assessed.

**Deliverable: Recommendations for PNW Requirement**



### 3. JSEB Efficacy Analysis

Mason Tillman proposes to conduct an efficacy analysis of the City’s current JSEB program. If a continued disparity is present, Mason Tillman will analyze the JSEB program components to determine which elements were effective. The examination will assess the implementation of the program elements and make recommendations to utilize the JSEB program to best mitigate any disparity findings from the statistical analysis.

**Deliverable: JSEB Efficacy Chapter**

**Table 2: Mason Tillman Study Team and Project Roles**

STUDY TEAM	PROJECT ROLES AND RESPONSIBILITIES
<b>Eleanor Mason Ramsey, Ph.D.</b> Project Manager	<ul style="list-style-type: none"> <li>• Client Coordination</li> <li>• Executive Project Management</li> <li>• Quality Assurance/Cost Control</li> <li>• Final Report Preparation</li> <li>• Expert Witness Services</li> </ul>
<b>Don O’Bannon, Esq.</b> Outside Legal Counsel	<ul style="list-style-type: none"> <li>• Race- and Gender-Neutral and Recommendations</li> <li>• Race- and Gender-Conscious Recommendations</li> <li>• Final Report Review</li> </ul>
<b>Debra Lawson, Esq.</b> Assistant Project Manager	<ul style="list-style-type: none"> <li>• Race- and Gender-Neutral Recommendations</li> <li>• Race- and Gender-Conscious Recommendations</li> <li>• Program Review</li> <li>• Final Report Review</li> <li>• Assist with Legal Research</li> <li>• Conduct Procurement Policy Review</li> <li>• Manage Anecdotal Interviews</li> </ul>
<b>Antonina Salina, M.S.</b> Database Manager	<ul style="list-style-type: none"> <li>• Database Preparation</li> <li>• Subcontractor Data Extraction, Normalization, and Cleaning</li> <li>• Utilization, Market Area, and Availability Analyses</li> </ul>
<b>Mike Leong, M.S.</b> Senior Statistician	<ul style="list-style-type: none"> <li>• Conduct Statistical Analyses</li> </ul>
<b>Nicholas Negoro, B.A.</b> Survey Manager	<ul style="list-style-type: none"> <li>• Program Analysis Research</li> <li>• Survey Coordination</li> </ul>
<b>Margaret H. Lee, M.A.</b> Technical Writer/Editor	<ul style="list-style-type: none"> <li>• Edit and Proofread Project Documents</li> </ul>

A biography of each team member can be found in **Appendix A**.

#### IV. Timeline

Mason Tillman proposes to complete a Draft Final Report within seven months of receiving the City's prime and subcontract data. The timeline in Table 3 reflects the City's delivery of the prime and subcontract data within 30 days of the notice to proceed.

**Table 3: Proposed Timeline**

Task No.	Task Description	Months								
		1	2	3	4	5	6	7	8	9
Option 1										
1	Kickoff Meeting	x								
2	Legal Analysis				x					
3	Prime and Subcontract Utilization Analysis					x				
4	Prime and Subcontract Availability Analysis						x			
5	Prime and Subcontract Disparity Analysis							x		
6	Prime and Subcontract Recommendations								x	
7	Monthly Meetings and Bi-Monthly Progress Report	x	x	x	x		x	x	x	x
8	Draft Final Report								x	
9	Final Disparity Study Report									x
Additional Services										
10	Business and Community Leaders, Vendors and Minority Contracting Program Coordinators Anecdotal Interviews					x				
11	Personal Net Worth Review								x	

**Commented [MOU2R1]:** Dr. Ramsey, I'm not sure what this comment means.

**Commented [ER1]:** Insert Prime and subcontract Data Provided mark this as occurring in month one. The

**Commented [MOU3]:** Dr. Ramsey asked that I match the Option One list to this timeline, so I have inserted "Legal Analysis" but have not received confirmation about whether she wants to keep it in the timeline, and if so, what months to assign to it.

#### V. Budget

Total budget to perform the 11 tasks is \$340,000.

## Appendix A. Full List of Proposed Team's Biographies

PROJECT MANAGER: ELEANOR MASON RAMSEY, PH.D.

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### Education

- Ph.D., Anthropology, University of California, Berkeley
- B.A., Psychology, Hunter College, New York, NY

### Professional Licenses and Affiliations

Expert witness pursuant to the Federal Rules of Evidence Subject Matter Expert in the Fifth and Seventh Circuit Courts since 2000

### Disparity Study Experience

Dr. Ramsey is a leading expert in MBE, WBE, and DBE program design. Dr. Ramsey's investment in the analytical process of the 146 disparity studies her firm has performed ensures the legal and scientific integrity of Mason Tillman's work product. The depth of her knowledge and experience includes the statistical analysis performed for the 146 disparity studies in accordance with legal case law and policies. She is responsible for the development of Mason Tillman's *Croson* study methodologies in cooperation with the firm's legal team.

Dr. Ramsey manages the staff's performance of disparity studies. Under her direction and leadership, Mason Tillman, as a prime contractor, has conducted the 146 disparity studies on time and on budget. The legal sufficiency of the firm's completed disparity studies, as confirmed by independent reviews, is a testament to her management skills and experience.

### Expert Witness Experience

Dr. Ramsey has served on the litigation team for three agencies to assist in the defense of a disparity study performed by a competitor. As a disparity study subject expert, she has provided testimony regarding the constitutional sufficiency of three competitors' disparity studies. Dr. Ramsey was initially certified in 2015 as a disparity study expert witness in *Associated Builders and Contractors v. City of Memphis*, 138 F. Supp. 2d 1015 (W.D. Tenn. 2000). She was also a disparity study expert witness in *Midwest Fence Corporation v. IDOT, et al. 1*, filed in the Seventh Circuit.

### Workforce Study Experience

Dr. Ramsey has more than 30 years of experience in core equity services. She has developed the firm's methodology for assessing the employment of minorities and Caucasian females on contracts and under contracts for cities, states, and special districts. Under her direction, research has been conducted to design workforce goals and initiatives for minorities and Caucasian females, which comply with local and federal standards.

The breadth of Dr. Ramsey's experience in formulating workforce programs includes assessing the level of minority and Caucasian female employment on client contracts by determining their availability by the Equal Employment Opportunity categories, as recorded

in the United States Census Bureau. A comparison of the prime contractor and subcontractor incumbent workforce to the percent of available minority and Caucasian female workers by EEO category is also part of the methodology designed by Dr. Ramsey.

Dr. Ramsey has delivered training programs, seminars, and presentations on workforce program requirements to a variety of audiences, both in the public and private sector. Her knowledge of workforce programs allows her to formulate effective public outreach strategies and garner attendance at public meetings and hearings.

*ASSISTANT PROJECT MANAGER: DEBRA LAWSON, ESQ.*

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**Education**

- J.D., Harvard University School of Law, Cambridge, Massachusetts
- B.A., Psychology, University of California, Berkeley, California

**Experience**

Attorney Debra Lawson has served as Mason Tillman's Assistant Project Manager for over five years, legal advisor on 31 disparity studies and provided MBE/WBE Program implementation and oversight for three agencies. Previously, she served as an attorney representing employees in workplace discrimination litigation as a principal with Lawson Law Offices and as the Director for Moral Character Determinations with the State Bar of California.

At Mason Tillman, she has managed the collection of data, analyses of anecdotal information, and the development of recommendations in disparity studies. She has also drafted minority and Caucasian female goals to remedy documented disparity. Ms. Lawson will supervise the collection of the agency's records and draft the recommendations based on the statistical findings. She will report to Dr. Ramsey.

*OUTSIDE LEGAL COUNSEL: DON O' BANNON, ESQ.*

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**Education**

- J.D., University of Virginia School of Law, Charlottesville, VA
- B.A., Political Science and Government, Dartmouth College, Hanover, NH

**Experience**

Attorney Don O'Bannon has provided legal advice on 31 Mason Tillman disparity studies and provided legal consultation on supplier diversity programs, goals, and regulations for more than 20 years. Mr. O'Bannon is nationally recognized for his application of the USDOT DBE regulations, 49 CFR Part 26 and 23. For nine years (2002-2011) he served as Vice President of Business Diversity and Development for the Dallas Fort Worth International Airport where he was responsible for leading, developing, and implementing all aspects of the airport's MBE/WBE, DBE, and ACDBE supplier diversity contracting programs.

In 2012, he was the lead government attorney for the North Central Texas Council of Governments Disparity and Availability Study, which included six local governments, and also served as the legal advisor on the City of Dallas 2000 Disparity Study. Mr. O'Bannon will provide recommendations and review the final report for the studies. He will report to Dr. Ramsey.

*DATABASE MANAGER: ANTONINA SALINA, M.S.*

**Education**

- M.S., Computer Science, Saint Petersburg State Institute for Information Technologies, Precision Mechanics, and Optics, St. Petersburg, Russia
- B.S., Computer Science, Saint Petersburg State Institute for Information Technologies, Precision Mechanics, and Optics, St. Petersburg, Russia

**Experience**

Antonina Salina has managed large data sets for 60 disparity and workforce studies and has developed and managed databases for over 20 years. She has recently completed cleaning 14,271 workforce records produced by prime contractors awarded a construction or construction-related contract by the State of New York's from 2016 to 2017. As Mason Tillman's database manager, Ms. Salina is responsible for developing, testing, and supporting database applications developed in Microsoft Access. Using SQL and Visual Basic, she supervises the cleaning of contract records. She uses the proprietary statistical application designed by her colleague Mike Leong, to apply the significance test to the utilization data.

Ms. Salina has also successfully developed, cleaned, and analyzed workforce data sets for the State of New York, City of St. Louis, and the Metropolitan St. Louis Sewer District. Ms. Salina will supervise the database team to guarantee that the necessary research is undertaken to prepare a clean data set for the statistical analysis. She will report to Dr. Ramsey.

*SENIOR STATISTICIAN: MIKE LEONG, M.S.*

**Education**

- M.S., Statistics, University of California, Berkeley
- B.S., Biophysics, University of California, Berkeley

**Professional Licenses and Affiliations**

Mathematics and Statistics Coordinator, University of California, Berkeley

**Experience**

Mike Leong developed the statistical models that have been used to perform the statistical analysis on all 145 disparity studies that Mason Tillman has performed. He also developed the multiple regression models that the database team uses to test the significance of private sector data and the capacity of market area businesses. He has recently designed several large-scale surveys conducted to address questions of studies.

Mr. Leong will provide his expertise on statistical matters that arise from the unique conditions of the availability and utilization data. He will report to Ms. Salina.

*SURVEY MANAGER: NICHOLAS NEGORO, B.A.*

**Education**

- B.A., Psychology, California State University, Chico

**Experience**

Mr. Nicholas Negoro has served as Survey Manager on 39 Mason Tillman disparity and workforce studies. He supervises the multiple business surveys required to produce a legally sound study, including surveys undertaken to determine a worker's race and gender and willingness to work on public projects.

Mr. Negoro will coordinate the compilation of comprehensive records of availability records to determine the availability of minorities and Caucasian females by Equal Employment Opportunity category, as recorded in the United States Census Bureau. He oversees downloading data from the United States Census and Internet sources, scraping, and cleaning each list to prepare them for analysis. He will also work with the Database Manager to track the research process and maintain an accurate log of the data collected. Mr. Negoro will report to Dr. Ramsey.

*TECHNICAL WRITER/EDITOR: MARGARET LEE, M.A.*

**Education**

- M.A., Journalism, New York University, New York, NY
- M.A., Art History, University of Texas at Austin
- B.A., Plan II Liberal Arts Honors Program, University of Texas at Austin

**Experience**

Margaret Lee is a seasoned copy editor with a background as a journalist. She has worked on 71 Mason Tillman disparity studies. She has been responsible for drafting government reports as well as editing and proofreading client reports. Ms. Lee developed templates for formatting various types of required documents. She has also developed and maintains the company style guide and customizes style sheets according to our clients' needs. Ms. Lee has written press releases, public service announcements, and op-ed articles, as well as copy edited web content for project websites. She is also experienced in producing culturally responsive material for government publications and for public distribution.

Ms. Lee will edit and proofread all written materials and disparity study report chapters. She will report to Ms. Lawson.





# City of Jacksonville, Florida

Lenny Curry, 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

February 7, 2022

TO: Gregory W. Pease, Chairman  
Professional Services Evaluation Committee

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

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

Jill Enz, *Jill Enz*  
Chief, Natural & Marine Resources

SUBJECT: P-21-19 Professional Engineering Services for Emerald Trail Master Plan Improvements  
Pond & Company, Inc. Contract 9092-14/ PO 600665-20-021 Amendment 3

Design services are needed to develop 100% design plans for Segment 2 of the Emerald Trail, which consists of the Hogan Street Cycle Track. Negotiations with the consultant have resulted in the attached Scope of Services, Exhibit G and Contract Fee Schedule, Exhibit H. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that Contract 9092-04, originally executed January 6, 2020, between the City and Pond and Company Corporation for Professional Engineering Services for Emerald Trail Master Plan Improvements be amended to incorporate the attached Scope of Services, Exhibit G and Fee Summary, Exhibit H, to increase the lump sum amount for Design Services by \$332,607.80 to a new limit of \$665,755.59 and to increase the not to exceed limit for Survey by \$121,100.50 to a new not to exceed limit of \$162,420.50 and to add a new not to exceed limit for Geotechnical in the amount of \$41,475.00, thereby increasing the maximum indebtedness to the city by \$495,183.30 to a new maximum indebtedness to the City in the amount of \$874,763.01. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project should be as follows:

ACCOUNTS:	TOTAL
010395	
PWCP Public Works Capt'l Proj-Other Trans Svcs	
565051	
1	
32111-384020	
\$495,183.30	\$495,183.30

JPP/lw

Attachment: Exhibits G & H  
JSEB Participation

cc: Kelsey Cox, P.E., Engineering and Construction Management  
Lori West, Engineering and Construction Management

*RP*





1200 Riverplace Blvd., Ste 600  
Jacksonville, FL 32207

T 904 543 0400 | F 904 543 0203  
www.pondco.com

October 14, 2021

City of Jacksonville  
214 North Hogan Street  
Jacksonville, FL 32202

ATTN: Ms. Kelsey Cox, PE

RE: Scope and Fee Proposal  
Emerald Trail – Hogan Street Cycle Track  
City of Jacksonville, Florida

Ms. Cox:

Pond & Company is pleased to provide the attached Scope and Fee Proposal for the Emerald Trail Segment 2 – Hogan Street Cycle Track project. The Scope of Services is described in detail in Exhibit "A" and generally consists of development of a 2-way cycle track for bicyclists, replacement of sidewalk on the west side of Hogan Street, and a Traffic Calming/Lane repurposing segment on Laura Street that will provide a missing connection between the Hogans Creek Greenway trail and the Northbank Riverwalk trail.

The proposed fee for the described scope of services is detailed in Exhibit "B", and the COJ/DIA portions of the fee are as follows:

i.	Trail, Hardscape/Landscape, Structures Design (POND)	\$147,034.00
ii.	Subsurface Utility Engineering (Smith Surveying/MASER)	68,134.50
iii.	Geotechnical Engineering (Meskel)	32,612.00
iv.	Signalization Design (Peters and Yaffee)	76,697.29
v.	Lighting Design (Haddad)	<u>17,030.51</u>
	BASE FEE SUBTOTAL	\$341,508.30
vi.	Raised Cycle Track Design (POND)	\$44,915.00
vii.	Raised Cycle Track Survey/SUE (Smith / MASER)	<u>19,800.00</u>
	RAISED CYCLE TRACK SUBTOTAL	\$64,715.00
viii.	Independent Drive Realignment Design (POND)	\$27,501.00
ix.	Independent Drive Realignment (JSEB Subs)	48,619.00
x.	Independent Drive SUE (MASER)	<u>12,840.00</u>
	INDEPENDENT DRIVE SUBTOTAL	\$88,960.00
	HOGAN STREET COJ TOTAL	<b>\$495,183.30</b>

We appreciate the opportunity to continue working with you on this exciting project. If you should have any questions, please feel free to give me a call to discuss at (904)396-3556.

Sincerely,

Nina Sickler, PE  
Project Manager

Architects  
Engineers  
Planners  
Constructors

**EXHIBIT A****City Proposal Number: P-21-19****Emerald Trail Design Services  
Segment # 2 Hogan Street Connector**

Revised October 14, 2021

**Project Purpose and Limits**

The majority of Emerald Trail, Segment 2 involves the development of a street-level, 2-way cycle track with raised separation for bicyclists and a Traffic Calming/Lane repurposing segment that will provide a missing connection between the Hogans Creek Greenway trail and the Northbank Riverwalk trail. It is anticipated that the existing sidewalks will continue to provide pedestrian access and will be replaced with new concrete and a brick design that blends contemporary and historic. The proposed improvements begin on the corner of N. Laura St. and 1<sup>st</sup> Street and end at Water Street. Continuation of the trail from Water Street to the Northbank Riverwalk at the former Jacksonville Landing site may be designed by others, but if it is determined to include the design in this scope, the full design of the trail for this block is included in the base fee. At Florida State College at Jacksonville (FSCJ), the trail will follow the east and south perimeters of the campus, which will be accommodated by a combination of Traffic Calming/Lane repurposing along Laura Street (subject to City of Jacksonville and DIA (COJ) approval) and fence relocation along State Street (subject to FSCJ approval).

As the trail connection continues south, it will leave the FSCJ campus and connect through the Jacksonville Transportation Authority Transit Station property (Rosa Parks Station). With assistance from Groundwork Jacksonville (GWJax) and COJ, Pond will coordinate with the Jacksonville Transportation Authority (JTA) on its future plans for the station and how to incorporate the trail connection with planned enhancement for the transit station in order to have the trail connect to and along the bus area within the site's existing greenspace.

South of the Transit Station, the trail becomes a street-level cycle track along the west side of Hogan Street adjacent to the pedestrian sidewalk. The one-way roadway of Hogan Street will be modified to remove one of the two northbound travel lanes, with a separator provided between the cycle track and the remaining vehicular lane. The proposed roadway modification and cycle track design is proposed from W. State Street south to Bay Street.

Hogan Street from Bay Street to Water Street may require some modification of the existing parking lane to accommodate the trail.

The Trail alignment shall be signed and marked for safety at roadway crossings and wayfinding signage located along adjacent roadways. The design will be jointly funded by GWJax and DIA and shall follow the Emerald Trail Master Plan and prior phase standards for the trail as well as COJ Standards and Downtown Streetscape Design Guidelines, as applicable. Florida Department of Transportation (FDOT) standards shall be utilized where the trail adjoins state roadways. Where COJ and FDOT standards differ from recommended trail standards, the Consultant will bring it to the attention of GWJax and DIA/COJ for resolution. The Trail alignment shall conform

to ADA accessibility and safety requirements for all trail and roadway users. The design will include asphalt milling and resurfacing of the cycle track to provide a uniform riding surface.

It is anticipated that the trail corridor will require acquisition from one property between Bay Street and Water Street.

## PROJECT ADMINISTRATION

At project execution, the Consultant shall submit a Project Management Plan (PMP). The PMP shall include Consultant Team contact information, Project Budget by Task and associated schedule and milestones for each task.

### Project Management and Client Communication

During the project the Consultant will facilitate frequent communication with GWJax and DIA/COJ. Monthly meetings (either by phone or in person) will be scheduled with GWJax, DIA/COJ Staff, and Consultant Team Members, up to 12 meetings or calls total. Project management time and coordination meetings are included in each phase of the project according to the tasks and timeline. Monthly, we will provide the DIA/COJ and GWJax Project Managers with the following:

- An updated schedule
- A progress report
- An updated client decision log
- Invoice

**Progress Meetings:** During the project validation and data gathering Tasks 1 thru 5 of the project, it is anticipated that close coordination will require bi-weekly progress meetings. However, once the project moves beyond the 30% preliminary engineering phase, progress meetings shall be conducted monthly. The meetings could be conducted via teleconference or face-to-face. Pond will provide meeting summaries to GWJax and COJ Project Managers after each meeting.

**Public Meetings:** It is anticipated that no more than 2 (two) Public Meetings will be required. GWJax and / or DIA/COJ will secure a meeting location. The first meeting shall occur during the project validation design phase; the second meeting shall occur prior to conclusion of 60% Plans.

The Consultant shall support the Public Outreach efforts of GWJax by providing plans and renderings as specified herein for use as display materials in Public Meetings and other Agency / Stakeholder coordination.

**Steering Committee Meetings:** GWJax will form a small steering committee of adjacent property owners. A kick-off meeting will be held with the steering committee members, the design team and DIA/COJ, prior to beginning the design. A second meeting of steering committee members will be held at a time to be determined.

**Field Meeting # 1:** The Consultant shall arrange for a field visit to walk the corridor with DIA/COJ/GWJax Staff at the beginning of the Preliminary Design phase of the project. Pond will provide a meeting summary and comments to questions after the meeting.

**Field Meeting #2:** Prior to the completion of the 60% Plans Phase, the Consultant shall arrange for a field visit walk-through to validate and confirm the client teams understanding of

the proposed design prior to proceeding with 90% Plans submittal. Pond will provide a meeting summary and comments to questions after the meeting.

**Downtown Development Review Board (DDRB) Presentations:** The Consultant will prepare materials for two presentations before the DDRB (Conceptual and Final).

**Coordination with Stakeholders:** The Consultant shall coordinate with the client team GWJax/DIA/COJ during progress meetings to ensure information is received from stakeholder groups. The Consultant's Project Manager will be available to meet with stakeholders (adjacent project teams, etc.) as needed to finalize the project design.

**Coordination with Other Agencies:** The Consultant shall coordinate project design activities with public agencies; this shall include the Florida Department of Transportation, for their jurisdictions over State Roads which the Trail will cross or traverse, those being State St (SR228/US17&23) Union St (SR228/US23), and Beaver St. SR10/US90), Downtown Investment Authority, as well as the JTA.

**ADDITIONAL PROJECT MANAGEMENT REQUIREMENTS:**

1. The Consultant to coordinate design efforts and communicate with City Stormwater Maintenance Division as appropriate throughout the design phase.
2. The Consultant to perform complete QA / QC prior to each submittal.
3. The Consultant shall take notes of all design/review meetings held with the City agencies. These notes shall be transcribed and furnished to the DIA/COJ / GWJax for concurrence, as soon as practical, after the date of the meeting.
4. The Consultant shall perform utility coordination as part of the scope of this project.
5. COJ/GWJax shall be the owner of all final documents.

**TASK 1 MASTER PLAN PROPOSED ROUTE – EVALUATION & ASSESSMENT**

This Task includes a field review and analysis of the proposed route as presented in the Emerald Trail Master Plan prepared by the PATH Foundation. Based on coordination with FSCJ subsequent to the Master Plan development, the alignment at the north end of the segment has been modified to follow Laura Street in lieu of the shared-use street within FSCJ property. The Consultant's PM and selected design team members will walk the corridor in order to document opportunities and constraints which will be identified and evaluated for implementation into the final design of Segment #2. Actual field conditions may warrant additional modifications to the proposed master plan alignment. All alternative alignments and recommendations will be presented to GWJAX and DIA/COJ for approval during the 30% design phase.

Deliverable: Annotated plan view map of the corridor utilizing tax maps and aerial images. Notations will describe opportunities and constraints to be considered in design. This map may be hand drawn or digitally drawn in 2D with CADD and annotated to communicate design and engineering needs necessary to achieve the proposed corridor design.

**TASK 2 FIELD SURVEY**

This Task includes field survey for utilities, roadways, sidewalks, curb ramps, pedestrian crossings, roadway widths, and publicly available right-of-way (R/W) for the preferred alignment. Below are the Survey requirements and deliverables:

- DTM (from west R/W to 10 ft beyond back of curb on east side)
- Boundary lines (with property ownership information)
- R/W lines and ownership (City, State)
- Utilities: sanitary sewer, storm drainage, electric, gas, phone, water, fire hydrants, irrigation, both overhead and underground power including all poles, guy wires, junction boxes, fiber optic
- All sanitary and storm utilities to include pipe sizes, invert elevations, and manhole elevations
- Driveways and driveway aprons including surface type
- Easements – Public and Private
- Drainage inlets and retention ponds
- Privacy or retaining walls and fences, security fences. Specify fence type and height
- Trees - all trees within 20 foot off the edge of the Proposed Trail, by Species, DBH size and health condition
- Signalized intersection, including poles, mast arms, pedestrian crossing signals, and signal controller boxes, fiber, and any utility items associated
- Street signs, monument signs, mailboxes

### **SUE Survey:**

This Task includes providing Subsurface Utilities Engineering (SUE) to locate apparent underground public utilities. The approximate horizontal location of existing utilities will be designated by means of paint and flags. Tasks include:

- Survey & SUE for signalized intersections – of the two west quadrants with the exception of Bay Street where all four quadrants will be surveyed
- 15 Utility Test Holes
- Asphalt Restoration
- Density Testing

Deliverable: AutoCAD files of all survey data, PDF prints of all survey data on title blocks coordinated with the overall project plans package (size to match) and signed and sealed hard copies (2) of the final approved survey.

Upon receipt of the draft survey the Consultant will return to the field and walk the corridor to review the completeness of the survey. Any missing or notably incorrect items will be reported back to the surveyor for inclusion in the final accepted survey. The client team will be given the same opportunity to review the survey prior to acceptance.

### **TASK 3 R/W AND EASEMENT REQUIREMENTS**

This Task includes a field review to determine the need for additional R/W and Easements. This information will be illustrated on the map created in Task 1 and approved by the client to identify locations and dimensions of additional R/W and/or Easements required. This information will be provided to GWJAX and COJ at the beginning of the project so that the acquisition process can begin in a timely manner. Four potential R/W and/or easement locations have been identified: Parking lot adjacent to Omni hotel, Transit-Oriented Development lot adjacent to Rosa Parks Station, the sidewalk area at 225 Water St and along FSCJ south and east property lines. This task includes sketches to identify required easement limits. Official instruments for conveyance of R/W and/or easements will be scoped and negotiated separately.

### **Deliverables**

- Sketches depicting required R/W and/or easements in CAD, PDF, and hard copy format

#### **TASK 4 GEOTECHNICAL INVESTIGATION –**

This includes the geotechnical investigation of materials and locations to facilitate the installation of structural elements and trail pavement recommendations.

Boring Locations - develop a Boring location map

- Up to "5 Borings for trail pavement recommendations.
- Up to "9" Borings with environmental classification (corrosion series testing) for signal, lighting, and sign structures.
- Up to "4" borings for special lighting supports, lighting relocation, and signs or structures in plaza area

Soil Classification and Delineate Limits of Unsuitable Material

- Delineate limits of unsuitable material(s) in both horizontal and vertical directions; prepare a plan view of the limits of unsuitable material.

Prepare a Geotechnical report that will provide the designers with soil strength parameters and recommendations for trail pavement design and any structural elements.

#### **Deliverable**

- Final signed and sealed Geotechnical report shall be submitted to Pond and COJ as a digital PDF file format, and two hard copies, one each for Pond and COJ.

#### **TASK 5 PRELIMINARY DESIGN, PUBLIC MEETING AND 30% PLANS** The

Task 5 effort shall include:

- One (1) Public Meeting for which the Consultant will provide the preliminary design plan for the entire corridor, 2D rendered and annotated to communicate project intent. Pond will present the plan and address questions from the meeting guests. The public meeting is informational only. Public comments will be documented and considered, under advisement of GWJax and COJ.
- Up to five (5) supplemental photosimulation or cross-section renderings will be provided to support the preliminary design presentation.
- One (1) Field Visit to verify preliminary design. GWJax and the DIA/COJ project management team are expected to attend to review and confirm design decisions.
- GWJax will gather input from key committee and stakeholder members to provide to the Consultant. The Consultant will meet with GWJax/DIA to obtain direction regarding integration of committee input into design of the trail corridor.
- Under the advisement of DIA/COJ/GWJax, the Consultant will incorporate accepted public comment and recommendations and present the preliminary design plan and applicable typical sections to DIA/COJ/GWJax for acceptance prior to advancing to 60% plans and specification development.

The Consultant shall provide 30% Design Development plans for the Final Alignment as described below:

- Cover Sheet
- General Notes
- 30% Alignment Construction plans and profiles at 1" =20 ft scale indicating layout of the proposed trail and all proposed demolition to accommodate the construction, preliminary

- grading, and diagrammatic location of trail amenities and/or green spaces/plazas/gathering spaces along the corridor.
- 30% Construction Details (initial details and materials determinations necessary to assess design and budget considerations at this stage – details critical to engineering will be in draft form).
  - Typical Sections (existing and preliminary proposed) by segment of corridor; segments may be city blocks or long as field conditions and design intent dictate.
  - Conceptual landscape plans – bubble diagrams and narrative of planting approach at areas identified for landscape plantings.
  - Preliminary list of pay items; updated conceptual cost estimate (includes 25% contingency)
  - 1 Rendered plan to scale
  - 3 supplemental photosimulation or cross-section images

#### **Deliverable**

- The Consultant shall submit 30% plans, 2 Sets 11x17 plus Digital File Scalable to 24"x 36" and 11"x17" to COJ / GWJax for their review and comments.

#### **TASK 6 60% PLANS SUBMITTAL**

The Consultant shall advance the development of the 30% plans based upon client decisions made during Task 5. 60% plans advance the design of the project to a point at which all major decisions have been confirmed regarding alignment, typical sections, and materials to be utilized in the design. Upon completion of 60% drawings, the alignment is set, details necessary for the advancement of detailed design are in various stages of development, and coordination across disciplines has confirmed constructability of the project. Design changes requested after approval and acceptance of 30% design may impact 60% and 90% design cost and production schedule. Such changes would include addition or deletion of project elements, shifts in alignment that impact ROW/adjacent properties; material changes that require a different approach to engineering or functionality, and other changes that are not in alignment with advancing the approved design direction.

#### **Roadway:**

The Consultant shall design the trail to meet roadside safety and maintenance of traffic requirements for the adjacent facilities. Consultant shall perform trail pavement design and cross-sections to safely accommodate pedestrians and cyclists and utilize materials which will strive to minimize long-term maintenance of the facility. The Consultant will include sign locations and types for the trail segment, including wayfinding signs.

#### **Drainage:**

Prepare drainage map and calculate hydrology for stormwater runoff to allow for a spread analysis to be computed for the proposed condition for 10 existing stormwater inlets and openings in the proposed traffic separators between the travel lane and the cycle track -- includes providing guidance on locations of these openings. To widen the sidewalk width along Hogan Street from Church to Ashley St and Ashley to Beaver St, design will include relocation of curb line and associated drainage features along those two blocks. A Drainage Design Documentation booklet will be prepared that summarizes all drainage computations. Includes one meeting with COJ staff regarding drainage design elements.

**Lighting:**

The Consultant shall evaluate pedestrian / bicycle lighting requirements to determine if / where additional lighting is justified and desirable along the Trail alignment from a safety standpoint. Lighting design will include relocation of existing historic lights (and pull boxes where applicable) toward the curb to provide additional clear sidewalk width as well as installation of additional historic light fixtures where needed to provide adequate pedestrian and cyclist safety. Lighting shall include specialty decorative lights (types and locations to be determined during design) a) illuminating the sidewalk in two blocks of the corridor, b) installed within the median separator in two blocks of the corridor, and c) at the plaza locations. Electrical plans will provide power outlets for up to two monument signs to be installed at a later date by others. Lighting plans will include locating electrical transformer boxes and electrical panels for the proposed lighting for this project. Lighting for vehicular traffic is outside the scope of the project.

**Signalization Design:**

Hogan Street is currently a two-lane two-way street between the St. Johns River and Bay Street and will remain as such with construction of the Emerald Trail. Hogan Street between Bay Street and Union Street is a two-lane one-way northbound street. As part of Emerald Trail project, the outside (west) northbound lane north of Bay Street will be converted to a cycle track with all vehicle traffic using the inside (east) northbound lane. Two sets of signal heads will be required for the Hogan Street northbound movement; one for vehicles and one for bikes. In addition, "No Turn on Red" signs will be needed for the approach movements. To the extent possible, bicycle signal heads will be mounted on existing signal poles to reduce sidewalk clutter. Where changes to the signals and signs mounted to mast arms are required, a loading comparison will be conducted to determine whether the proposed loading on the structure in the modified condition will be less than or equal to the existing loading. Where the load comparison does not indicate a lower or equal load for the proposed condition, a structural analysis of the existing mastarm will be performed. The proposal assumes that four mastarms will require full structural analysis due to modified signal and sign locations. The Consultant will strive to maintain vehicular signals on the existing mastarms throughout the corridor and avoid replacement. If it is found that an existing structure is not capable of accommodating the revised signal configuration, design of up to two replacement mastarms is identified as an optional service and would require approval by DIA/COJ/GWJax before proceeding. Operational analysis will be performed at the intersection of Laura Street and State Street in support of a Traffic Calming/Lane repurposing study along Laura Street from State Street to Bethel Baptist Street. The lane repurposing will require replacement of the mastarm at the SW quadrant of the intersection of State Street and Laura Street to accommodate the new lane locations along SB Laura Street.

Signalization Design will be coordinated with the DIA's Downtown Two-Way Street Conversion Project, particularly at the intersections with Forsyth and Adams Streets.

60% Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheet(s)
- 60% Plans and profiles at 1" = 20 ft scale including dimensions, elevations, preliminary grading, utilities coordination, and additional plan detail finalizing the design intent for amenities and/or green spaces/gathering spaces along the corridor as well as the plaza at the NW Quadrant of



- Bay Street.
- 60% Construction Details – typical/standard details will be included. Custom details will be identified and in preliminary design form with enough detail to initially assess cost and installation requirements.
  - Proposed Typical Sections by segment of corridor; segments may be city blocks or longer as field conditions and design intent dictate.
  - 60% Cross Section of the newly relocated curb-line area between Church Street and Beaver Streets
  - 60% Drainage Design that includes drainage maps, horizontal layout of inlets/piping systems and storm water management practices (if required), preliminary profiles, and preliminary calculations to confirm sizing of the various aspects.
  - Preliminary Signing and Pavement Marking Plans (MUTCD compliant) which indicate locations for required traffic control signs and pavement markings
  - 60% Landscape Plans including tree impact calculations and recommended species planting list; Plans will indicate proposed trees and area for other groundcover and/or shrub plantings, but not specific quantities and massing.
  - Typical Landscape planting details for trees, shrubs, groundcovers.
  - Proposed lighting locations (lighting shall be city standard spec along the sidewalk, plus specialty decorative lighting in limited locations as referenced above).
  - 60% Signal Plans
  - Signal details
  - 30% Structures Plans (if mastarm design is required and authorized as optional service)
  - Outline or List of Special Provisions Specifications
  - Preliminary quantities
  - Updated construction cost estimate

#### **Deliverable**

- The Consultant shall submit 60% plans, 2 Sets 11"x17" plus Digital File Scalable to 24"x 36" and 11"x17" to COJ / GWJax for their review and comments

#### **TASK 7 90% PLANS SUBMITTAL AND 10 SET PLANS REVIEW SUBMITTAL**

Design intent is set and approved by the client team at completion of 60% plans. Development of 90% plans constitutes the advancement of design detailing to the point at which the project is all but complete aside from submitting plans for permit and making final revisions per agency review. Any alignment, materials, and other site-specific design changes requested after approval and acceptance of 60% design will impact the 90% design cost and production schedule. Upon completion of 90% plans all details and interdisciplinary coordination will have been fully completed. A 10 Set Plan review submittal will be included with the 90% Plans.

Plans shall include but not be limited to:

- Cover Sheet
- General Notes sheets(s)
- 90% Plans and profiles at 1" = 20-ft scale including dimensions, elevations, final grading, complete utilities coordination, and plan detail finalizing the design intent for amenities and/or green spaces/plazas/gathering spaces along the corridor.
- 90% Construction details – typical/standard details will be included. Custom details will be completely refined and coordinated with overall design.
- Proposed Typical Sections by segment
- 90% Cross Section for the newly relocated curb-line area between Church Street and Beaver

**Streets**

- 90% Drainage Design that includes full design of inlets/piping systems and stormwater management practices (if required), pipe profiles with calculations presented in a pipe chart, gutter spread calculations, and a stormwater management report per jurisdictional requirements and drainage structures details
- Final Pavement Marking and Signing which indicate MUTCD compliant locations for required traffic control signs and pavement markings
- Final Landscape Plans including tree impact calculations and tree mitigation plans (as applicable) Planting plans will include a complete species planting list; will indicate proposed trees, shrubs, and groundcover quantities and spacing.
- Tree Mitigation Plans
- Typical and custom Landscape planting details for trees, shrubs, and groundcovers.
- Final Irrigation Plans indicating complete pipe and head layout for all proposed zones, as well as meter locations. Supplemental pump design is excluded.
- Irrigation details coordinated with final irrigation plans.
- Final Lighting Plans indicating the location of all proposed lights and power source.
- Lighting details shall be city standard specification.
- 90% Signal Plans
- Signal details
- 90% Structures Plans
- Erosion Control and Pollution Prevention Plan commensurate with local regulations for permissible plans.
- Maintenance of Traffic Plan indicating all stages of construction that the contractor must follow to maintain traffic flow as reviewed and approved by COJ.
- Final update to the quantities
- Final update to the construction cost estimate
- Draft Bid Package with updated Special Conditions and Technical Specifications (as applicable)

**Deliverable**

- The Consultant shall submit 90% plans, 10 Set Review Submittal plus 2 Sets 11"x17" and 10 Sets of 24"x36" and Digital File Scalable to 24"x 36" and 11"x17" to COJ / GWJax for their review and comments.

**TASK 8 2-DIMENSIONAL RENDERING**

After submittal of the 60% drawings, The Consultant will also provide up to SIX (6) rendered model stills incorporating existing photo backgrounds. Renderings will be submitted as a single packaged submission and Pond will address one (1) round of comments for the final release.

The stills shall be for marketing purposes only and shall not be used to change the direction of the design nor as a basis for design decisions.

**Deliverable**

- Up to 6 rendered stills draped over existing site photos

**TASK 9 100 % CONSTRUCTION DOCUMENTS**

The Consultant shall prepare the Final set of Construction Documents, incorporating 90% plan and specification review comments from COJ / GWJax, and other public agencies necessary to

permit the plans for construction. The Documents shall be suitable for bidding and construction of the design elements of the project. The Construction Documents shall include Plans, Bid Item Quantities and Construction Specifications and a full set of City of Jacksonville Standard Contract Documents. Permit review comments that are in conflict with previously approved design by the client or previously vetted design with permitting agencies will delay acquiring permit and require additional services for redesign if the request cannot be resolved without changes in design/engineering. Permit review is only to confirm plans are in compliance with codes and ordinances.

#### **Deliverable**

- The Consultant shall produce a full set of Signed and Sealed Construction Documents which shall be available in electronic as well as hard copy.

#### **TASK 10 PERMITTING**

The Consultant shall be responsible for submitting and obtaining regulatory approval for the Construction of this project from all necessary regulatory agencies with jurisdiction over this project. Any and all permitting fees (including COJ and DDRB review if applicable) shall be paid directly by the Owner.

#### **TASK 11 – BID ASSISTANCE**

The Consultant shall assist COJ in the preparation of bid documents to be used in the procurement of construction services by qualified Contractors for the construction phase of the project. Bid documents shall be the same as the Final Construction Documents as described in Task 9. The services will include responding to Requests for Information (RFI's) from bidders, attendance at a Pre-Bid meeting by the project manager and lead engineer and preparation of information to be included in any addenda that may be required during the bidding process. Should bidding of the project occur before completion of permitting, additional services may be required to coordinate conformed plans and specifications with bidding or selected contractors.

#### **TASK 12 – POST DESIGN SERVICES**

Post-Design Services are not included at this time but may be added at the Owner's Request.

#### **TASK 13 – DESIGN OF RAISED CYCLE TRACK (APPROVED BY COJ & GWJAX 8/1/2021)**

As a result of Master Plan Route Evaluation and Preliminary Design performed as Tasks 1 and 5, respectively, the design was refined to call for full sidewalk replacement and raised cycle track on the west side of Hogan Street extending from Water Street to Ashley Street then transitioning to multi-use trail section on the east side of Hogan Street from Ashley Street to Union Street. A diagonal crossing and updated decorative crosswalks on all four quadrants will be provided at the intersection of Ashley Street at Hogan Street. The western curb line will be removed and relocated to provide the raised cycle track on the west side of Hogan Street from Bay to Ashley and a wide pedestrian way from Ashley to Beaver. This modified design configuration will include additional trail, roadway, drainage, landscape and hardscape design to incorporate bioretention planters, stormwater control features, additional roadway drainage inlets and enhanced signing & pavement marking.

Drainage effort for the raised cycle track will include a drainage map and hydrology calculations for stormwater runoff to allow for a normal depth analysis to be computed for the proposed condition for 13 existing stormwater inlets that will have their tops modified from curb inlet tops to ditch bottom inlet tops. 10 drainage manholes (estimated) will also require top adjustments to meet proposed grades.

#### **TASK 14 – DESIGN OF INDEPENDENT DRIVE REALIGNMENT**

To accommodate the planned Riverfront Park to the east of the Water Street / Hogan Street intersection, the alignment of Independent Drive is expected to be modified to extend due west from the roundabout at Laura Street to intersect with Hogan Street rather than follow its current southwesterly curved alignment (see attached Exhibit "C"). The design of this modification will include roadway design, traffic analysis, lighting, minor landscape and hardscape, geotechnical, and survey. Pending confirmation by traffic analysis, it is anticipated that the intersections at Water St at Hogan St and Independent Drive at Hogan St will be stop controlled; and no signalization design is expected to be required. Geotechnical effort will include three (3) roadway corings at 10 ft depth for establishment of existing pavement condition and development of pavement design for the realigned roadway.

#### **OPTIONAL SERVICES**

The following scope items are not included in the Base Fee at this time but may be incorporated under separate authorization from the Owner.

#### **OPTIONAL TASK A –REPLACEMENT OF EXISTING FULL INTERSECTION CROSSWALKS WITH BRICK PAVERS**

If authorized as an additional task, the existing concrete pavers utilized for the crosswalks at each intersection along the Hogan Street corridor will be replaced on all four legs with historic brick pavers similar to those used along the Laura Street corridor. Up to "4" additional pavement corings for design of brick paver crosswalk details will be included in this task.

#### **OPTIONAL TASK B – RESURFACING OF VEHICULAR LANE**

If authorized, the design will include asphalt milling and resurfacing of the northbound vehicular lane from Bay Street to Union Street. This task will include pavement design, typical sections, profile, MOT, and quantities associated with the roadway resurfacing. Up to "5" additional pavement corings for pavement design will be included in this task. Geotechnical parameters and pavement coring data to support the vehicular pavement design will be included in the geotechnical report.

#### **OPTIONAL TASK C – VIDEO FLY-THROUGH**

If authorized, Pond will generate a 3-dimensional model and fly-through video for the Hogan Street corridor after the 90% design submittal. The model will include surrounding buildings and the Skyway as well as they can be documented using existing map, CADD, GIS, and photography.

#### **OPTIONAL TASK D – SELECTIVE MASTARM REPLACEMENT**

If it is found that certain existing mastarm structures are not capable of accommodating the revised signal configuration, design of up to two replacement mastarms is identified as an optional service. If authorized, the effort will include two (2) SPT soil borings to obtain geotechnical

parameters, up to four (4) subsurface utility exploration holes to clear utilities in the area of the foundation, and structural design and details for the new mastarm.

#### **NOTICE-TO-PROCEED**

No work on this project shall be performed until a contract has been executed and a Notice-to-Proceed letter has been issued.

#### **FEE SUMMARY**

The Consultant Fee Schedule is included as 'Exhibit B'.

#### **EXCLUSIONS AND ASSUMPTIONS**

1. While the design process may be augmented by 3-dimensional rendering and design tools, the nature of linear projects is that they are developed utilizing 2-dimensional plans and profiles. 3-dimensional representations will be utilized sparingly and when absolutely necessary to determine design and engineering needs. If additional visualizations are required beyond those specifically described in the scope, the Consultant can provide additional enhanced 3D rendering and marketing materials as an additional service if requested.
2. Any Contamination/Environmental Testing for the project will be the responsibility of the City of Jacksonville.
3. Road realignments and operational modifications are excluded from the project, except in cases where slight modifications to curb line will improve Trail access and constructability.
4. FDOT and COJ standards and specifications will be referenced. For specially detailed and proprietary items, special technical specifications will be provided in the construction documents. No project manual or bid book will be provided.
5. As-Built drawings shall be provided by the Contractor.
6. Environmental certifications including LEED, SITES, and Envision are excluded at this time.
7. GWJax is responsible for arranging and coordinating Public Meetings. The Consultant will be a meeting participant and can assist in presentations, as applicable and described herein.
8. While the Consultant will deliver a value-conscious design and seek Client's preference on significant cost-related decisions when options are presented, a detailed value-engineering analysis after plans are complete and a permit is obtained is not included.
9. Services not specifically included in the proposal, or material changes requested after professional services have commenced and/or been approved by the client team, will be considered additional / out of scope services and will be approved via a contract change order prior to commencement of the additional work.
10. While our team will work to reveal all existing conditions that affect the design and construction of the project, all projects, especially urban projects such as this that cross many properties and distances will reveal unforeseen conditions during construction. Pond cannot be held responsible for unforeseen conditions that were not detected at the time of design.

# POND & COMPANY

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

<b>PART I - GENERAL</b>				
1. Project Emerald Trail - Hogan Street Cycle Track - Amendment #3		2. Proposal Number		
3. Name of Consultant Pond & Company		4. Date of Proposal 10/14/2021		
<b>PART II - LABOR RELATED COSTS</b>				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$98.73	79.00	\$7,799.67	
Project Manager	\$47.00	210.00	\$9,870.00	
Senior Landscape Architect	\$54.38	71.00	\$3,860.98	
Landscape Architect	\$30.28	235.00	\$7,115.80	
Sr. Engineer	\$69.23	157.00	\$10,869.11	
Design Engineer	\$55.00	281.00	\$15,455.00	
Engineering Intern	\$32.06	310.00	\$9,938.60	
Sr. Designer	\$43.46	117.00	\$5,084.82	
Designer	\$25.72	100.00	\$2,572.00	
Clerical	\$30.84	16.00	\$493.44	
<b>TOTAL DIRECT LABOR</b>		1,576	Hours	<b>\$73,059.42</b>
6. Overhead (Combined Fringe Benefit & Administrative)				
				172.00%
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				<b>\$125,662.20</b>
8. PROFIT: Labor Related Costs (Item 7)				<b>\$198,721.62</b>
				x 10%
				<b>\$19,872.16</b>
<b>PART III - OTHER COSTS</b>				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$0.00	
Travel			\$0.00	
Reproducibles			\$856.22	
Other			\$0.00	
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$856.22</b>
10. SUBCONTRACTS (Reimbursable/Not to Exceed)				
Signalization - Peters and Yaffee			\$86,272.29	
Lighting - Pedestrian, Bicycle, & Decorative - Haddad			26,885.51	
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$113,157.80</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$332,607.80</b>
11. REIMBURSABLE COSTS (Limiting Amount)				
Survey + SUE - Smith Surveying Group			121,100.50	
Geotechnical - Meskel & Associates			\$41,475.00	
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$162,575.50</b>
<b>PART IV - SUMMARY</b>				
<b>TOTAL AMOUNT OF AMENDMENT (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				<b>\$495,183.30</b>
12. PRIOR CONTRACT AMOUNT (Through Amendment #2)				<b>\$379,579.71</b>
<b>AMENDED AMOUNT OF CONTRACT</b>				<b>\$874,763.01</b>

**EBO FORM 1**  
**SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

Name of Proposer: Pond & Company

Project Title: Emerald Trail - Segment 2 - Hogan Street Connector

Proposal Number: P-21-19 Total Base Proposal Amount (if applicable): \$495,183

\*Please list all JSEBs first

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
<u>Peters and Yaffee</u>	<u>African-American</u>	<u>Signalization</u>	<u>\$86,272.29 (17.4%)</u>
<u>Meskel &amp; Associates</u>	<u>WBE</u>	<u>Geotechnical</u>	<u>\$41,475.00 (8.4%)</u>
<u>Smith Surveying Group</u>	<u>Non-MBE</u>	<u>Survey / SUE</u>	<u>\$121,100.50 (24.5%)</u>

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	\$86,272.29 (17.4%)
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	\$41,475.00 (8.4%)
Non-MBE Participation Total	\$121,100.50 (24.5%)

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: Nina Sick Title: Principal Date: 10/14/21

Print Name: Nina C. Sickler, PE







# City of Jacksonville, Florida

*Lenny Curry, 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

February 11, 2022

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

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

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

Danny Wheeler, P.L.S. *Danny Wheeler*  
Topographical Survey Manager

**SUBJECT:** P-15-21 Miscellaneous Surveying Services- Annual Contract

The subcommittee received Seven (7) proposals for evaluation for the subject project and found all to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

3. DRMP, Inc.
1. ETM Surveying & Mapping, Inc.
2. SAM Surveying & Mapping, LLC.

We recommend that the above list be forwarded to the Mayor for final selection.

JPP/lw

Attachment: Scoring Matrix

cc: Lori West, PW Contract Specialist

Evaluation Matrix

EVALUATION SCALE

PROJECT NO. P-15-21

1 -----20

QUALIFIED EXTREMELY QUALIFIED PROJECT TITLE: Miscellaneous Surveying Services - Annual Contract

FIRM	COMPETENCE	CURRENT WORKLOAD	FINANCIAL RESPONSIBILITY	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	PROFESSIONAL ACCOMPLISHMENTS RECORD	PROXIMITY TO PROJECT	Past & Present Demonstrated Commitment to Small & Minority Businesses & Contributions Toward A Diverse Market Place	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Willingness to meet time & Budget	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
<b>MAXIMUM POINTS</b>	10	10	5	10	5	10	20	20	10	10	110
GAI Consultants, Inc.	8.50	6.25	4.50	7.50	4.00	7.00	4.50	16.00	8.50	5.50	72.25
SAM Surveying & Mapping, LLC	7.50	6.25	4.50	7.00	5.00	3.00	14.50	16.50	7.50	9.00	80.75
Dudek	5.75	6.25	5.00	6.00	3.00	1.00	5.00	12.00	7.50	10.00	61.50
ETM Surveying & Mapping, Inc.	8.75	7.25	4.00	7.00	5.00	10.00	10.50	16.00	6.50	9.00	84.00
DRMP	9.00	7.50	4.50	6.50	4.50	6.50	4.00	16.50	8.50	9.00	76.50
Alliant Engineering, Inc.	7.25	6.00	4.50	6.00	4.00	3.00	6.00	14.00	9.00	10.00	69.75
CHW	8.50	7.50	3.50	7.00	4.00	3.00	8.00	16.50	9.00	9.00	76.00

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# City of Jacksonville, Florida

*Lenny Curry, 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

February 9, 2022

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

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

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

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

**SUBJECT:** P-24-18 Construction Engineering and Inspection Services for Hart Bridge Approach  
Modifications Contract 8107-12 Amendment 1 PO 600688-20-021

Amendment 1 for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications with GAI Consultants, Inc. was approved by Procurement November 5, 2021. While the increase is correct, the maximum indebtedness to the city was incorrect. Therefore we need to rescind and restate the following:

Rescind: Accordingly, this is to recommend that Contract Number 8107-12, originally executed February 10, 2020 between the City and GAI Consultants, Inc. for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D to increase the not to exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$2,517,858.27, thereby increasing the maximum indebtedness to the city by \$662,128.79 to a new maximum of \$6,687,458.60. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Restate: Accordingly, this is to recommend that Contract Number 8107-12, originally executed February 10, 2020 between the City and GAI Consultants, Inc. for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D to increase the not to exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$3,159,251.67, thereby increasing the maximum indebtedness to the city by \$662,128.79 to a new maximum of \$3,159,251.67. All other terms and conditions are as provided in the RFP and the City's standard contract language.

JPP/lw

Attachment:

cc: Lori West, Engineering and Construction Management  
Rich Cooper, Engineering and Construction Management

SS



# 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.

November 4, 2021

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

Dear Mayor Curry:

Ref: P-24-18 Construction Engineering and Inspection Services for Hart Bridge Approach Modifications  
(Amendment No. 1)  
Department of Public Works/Engineering & Construction Management 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 amending the above-referenced contract.

The following motion/recommendation was adopted:

That Contract No. 8107-12, originally executed February 10, 2020, between the City and GAI Consultants, Inc., for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the Scope of Services identified as Exhibit 'C' and Fee Schedule identified as Exhibit 'D'; increase the not-to-exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$2,517,858.27, thereby increasing the maximum indebtedness to the City by \$662,128.79 to a new maximum indebtedness of \$6,687,458.60. 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,

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

APPROVED:

  
Lenny Curry, Mayor

This <sup>5th</sup> day of November, 2021

GP: ab

cc: Council Auditor  
Harry Wilson, OGC  
Subcommittee Members

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



# City of Jacksonville, Florida

*Lenny Curry, 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

October 20, 2021

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

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

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

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

**SUBJECT:** P-24-18 Construction Engineering and Inspection Services for Hart Bridge Approach  
Modifications Contract 8107-12 Amendment 1 PO 800688-20-021

Additional coordination efforts due to additional subsolling/contaminated material and unforeseen conditions and reporting have extended the CEI services needed to project closeout. Negotiations have resulted in the attached Scope of Services, Exhibit C and Contract Fee Schedule, Exhibit D, attached. The City's JSEB program is not applicable to this project.

Accordingly, this is to recommend that Contract Number 8107-12, originally executed February 10, 2020 between the City and GAI Consultants, Inc. for Construction Engineering and Inspection Services for Hart Bridge Approach Modifications be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D to increase the not to exceed limit for Construction Engineering and Inspection Services by \$662,128.79 to a new limit of \$2,517,858.27, thereby increasing the maximum indebtedness to the city by \$662,128.79 to a new maximum of \$6,687,458.60. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project should be as follows:

ACCOUNTS:	TOTAL
001095	
PWCP Public Works Capital Projects-Other Trans Svcs	
565051	
2	
32111-384020	
\$662,128.79	\$662,128.79

WJJ/lw

Attachment: Exhibits C & D

cc: Lori West, Engineering and Construction Management  
Rich Cooper, Engineering and Construction Management

LD

**Exhibit C  
SCOPE OF SERVICES  
Amendment #1**

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

**PROJECT:** Construction Engineering and Inspection Services for Hart Bridge Approach Modifications

**CONSULTANT:** GAI Consultants, Inc.  
1301 Riverplace Blvd., Suite 900  
Jacksonville, Florida 32207

**GENERAL**

The Hart Bridge Approach Modifications Project being undertaken by the City of Jacksonville in partnership with the Florida Department of Transportation under a Local Agency Program (LAP) for the complete demolition of the bridge approaching the Lot J along Bay Street/Gator Bowl Blvd. GAI Consultants, Inc.(GAI) and supporting Sub-Consultant services provided by Acuity Design Group, Inc. (ADG) CSI-Geo, Inc.(CSI-Geo), Construction and Engineering Services, Inc.(C&ES), England-Thims and Miller, Inc. (ETM), Meskel & Associates Engineering, PLLC (Meskel) and QDI Consulting, LLC.(QDI), 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-24-18 will be performed by GAI Consultants, for the City of Jacksonville, also referenced as "City" under the contract for P-24-18.

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 procedures outlined in the LAP Agreement between FDOT and the City 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; MSE 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. No premium overtime is expected for the inspection or administrative staff on the project with the exception of the pile driving activities. *Inspection duties are also expanded to*

EXHIBIT A



*monitor the removal and replacement of subsoil material due to contaminated or unsuitable soils discovered on the project site. The monitoring of the pile driving operations are also expanded to include full PDA monitoring of all test and production piles for the intermediate piers and end bents.*

#### **ADMINISTRATION REQUIREMENTS**

GAI shall oversee the daily administration of the contract, which includes but is not limited to verifying Equal Employment Opportunity (EEO) Compliance by documenting daily work efforts including contractors personnel, conducting routine employee interviews, submitting interviews to FDOT, reviewing and verifying all materials meet the contract requirements, review as-built drawings for accuracy, data entry into FDOT's MAC program for samples taken, verifying contractor's quality control test results, resolving FDOT's monthly comments concerning in MAC sample results.

Other activities include directional bore verification, inspection of drainage structures and verifying inverts, utility coordination, traffic signal inspection, miscellaneous drilled shaft verification inspection, entering required documents in FDOT's LAPIT. Meskel Engineering will perform laboratory verification for earthwork and concrete items. CSI will provide asphalt plant verification inspection and testing during roadway paving activities. 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 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. ADG will provide a Public Information Officer who will assist with required coordination for updates, coordinate with COJ to prepare statements for public release and any additional public outreach required for the project.

*Administration requirements are also expanded to include monitoring of the EEO board, monitoring of the overall project's progress for the completion of the quarterly FHWA and FDOT reports, processing the Change Order requests related to numerous unforeseen conditions, subsurface conflicts, responding to queries from the City, FDOT and FHWA on Change Orders.*

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 and CSI at an accredited lab and by qualified personnel, as required to meet the LAP requirements. Random samples will be collected for all materials outlined in FDOT's Material Acquisition and Certification program and submitted to the FDOT's State Materials Office (SMO) as required.

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 shall apply at all times 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". Copies of the Inspector Log shall be uploaded into LAPIT. 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 FDOT 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
- 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 GAI's Senior Project Engineer based upon the scope of the services.

### **Schedule**

GAI will provide, as needed, the above described services during construction, and closeout of the project. Substantial completion for the construction contract is currently estimated to be *July 2022* with Project Closeout by *August 2022*.

No additional compensation will be provided by GAI in the event the construction goes beyond *August 2022* unless authorized by the City. Should the construction time exceed the current *Project Closeout date*, and additional compensation is required above the proposed fee in order 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 the course of work based on negotiated fees. These respective fees shall be determined jointly by the City's staff and GAI. 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**

PART I - GENERAL				
1. Project Hart Bridge Approach Modifications- CEI Services			2. Proposal Number P-24-18	
3. Name of Consultant GAI Consultants, Inc.			4. Date of Proposal 5/14/2021	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Project Engineer	\$73.50	544.50	\$40,020.75	
Project Administrator	\$47.55	1113.75	\$52,958.81	
Secretary/Clerk	\$26.15	1485.00	\$38,832.75	
Sr. Bridge Inspector	\$38.50	165.00	\$6,352.50	
Sr. Roadway Inspector	\$36.75	1237.50	\$45,478.13	
Bridge Inspector	\$30.00	0.00	\$0.00	
Roadway Inspector	\$28.50	825.00	\$23,512.50	
2 Man Survey Crew- GAI	\$59.28	0.00	\$0.00	
3 Man Survey Crew- GAI	\$79.04	123.75	\$9,781.20	
Sr. Surveyor/Mapper- GAI	\$65.62	29.70	\$1,948.91	
<b>TOTAL DIRECT LABOR</b>		<b>5,495 Hours</b>		<b>\$218,885.55</b>
6. Overhead (Combined Fringe Benefit & Administrative)				
			175.00%	\$383,049.72
<b>7. SUBTOTAL: Labor + Overhead (Items 5 &amp; 6)</b>				<b>\$601,935.27</b>
8. PROFIT: Labor Related Costs (Item 7)				
			x 10%	\$60,193.53
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
				\$
				\$
				\$
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$0.00</b>
10. SUBCONTRACTS (Lump Sum)				
				\$
				\$
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$0.00</b>
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$662,128.79</b>
11. REIMBURSABLE COSTS (Limiting Amount)				
<b>SUB-TOTAL REIMBURSABLES</b>				<b>\$0.00</b>
PART IV - SUMMARY				
<b>TOTAL AMOUNT OF AMENDMENT #1 (Lump Sum Plus Reimbursables)</b> (Items 5, 6, 8, 9, 10 and 11)				<b>\$662,128.79</b>
12. PRIOR CONTRACT AMOUNT				\$0.00
<b>AMENDED AMOUNT OF CONTRACT</b>				<b>\$662,128.79</b>





# City of Jacksonville, Florida

*Lenny Curry, 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.

**TO:** Greg Pease, Chairperson  
Professional Services Evaluation Committee

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

**FROM:** Bill Joyce, P. E., Operations Director *Bill Joyce*  
Department of Public Works

Jill Enz *Jill Enz*  
Parks Development and Natural Resources Manager

**DATE:** February 15, 2022

**RE:** **REQUEST FOR PROPOSALS – WILLOW BRANCH CANAL STABILIZATION PROJECT**  
**RFP NO. P-34-21**

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 \$1,200,000.
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 Bill Joyce, P. E., Operations Director, Department of Public Works, 255-8762; and Jill Enz, Parks Development and Natural Resources Manager, 255-7941, 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 Manual dated March 2017.
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.

DJ:dh

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

cc: David D. Hahn, P. E., Engineer Manager, Engineering Design Section  
Lori West, Contract Specialist, Engineering Division



by  
✓



# City of Jacksonville, Florida

*Lenny Curry, 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.

**TO:** Greg Pease, Chairperson  
Professional Services Evaluation Committee

**THRU** Daryl Joseph, Director   
Parks, Recreation and Community Services

**FROM:** Bill Joyce, P. E., Operations Director   
Department of Public Works

Jill Enz   
Parks Development and Natural Resources Manager

**DATE:** February 15, 2022

**RE:** **REQUEST FOR PROPOSALS – ARCHITECTURAL AND ENGINEERING SERVICES FOR MISCELLANEOUS PARK IMPROVEMENT PROJECTS (SOUTH) – ANNUAL CONTRACT RFP NO. P-05-22**

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 \$2,400,000.
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 Bill Joyce, P. E., Operations Director, Department of Public Works, 255-8762; and Jill Enz, Parks Development and Natural Resources Manager, 255-7941, 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 Manual dated March 2017.
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.

DJ:dh

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

cc: David D. Hahn, P. E., Engineer Manager, Engineering Design Section  
Lori West, Contract Specialist, Engineering Division





# Downtown Investment Authority

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## MEMORANDUM

**TO:** Greg Pease, Chief of Procurement

**CC:** Dustin Freeman, Manager of Purchasing Services  
Alex Baker, Professional Services Specialist  
Renee Hunter, Chief of Real Estate

**FROM:** Guy Parola, Operations Manager 

**RE:** Fourth amendment to agreement (State Contract No. DMS-12/13-007A)

**DATE:** February 16, 2022

*P-58-16 PO#4 AM#4*

The City piggy-backs off of State Contract No. DMS-12/13-007A (COJ Agreement) CTD119000007 10282). Through a fourth amendment to the agreement, we desire to utilize CBRE, Inc. for various real estate services as more fully described in an amended Scope of Work (Exhibit C to the amendment, uploaded to ICLOUD).

There is an existing purchase order (600086-20) with an order of \$50,000.00 from Solicitation P-58-16 of which there remains \$36,000.000 in the aforementioned purchase order.

The Scope of Services, as revised, is for the same property as the Purchase Order 600086-20 resulting from Amendment 3 of the agreement.

**FOURTH AMENDMENT TO AGREEMENT  
(UTILIZING STATE CONTRACT NO. DMS-12/13-007A)  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
CBRE, INC.  
FOR  
VARIOUS REAL ESTATE SERVICES**

**THIS FOURTH AMENDMENT** to Agreement for the provision of certain real estate services (the "Services") is made and entered into this \_\_\_\_ day of August, 2022, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "CITY"), and CBRE, INC., a Florida for-profit corporation with principal office at 225 Water Street, Suite 110, Jacksonville, Florida 32202 (hereinafter the "Contractor").

**RECITALS:**

**WHEREAS**, on February 8, 2017, CITY and Contractor made and entered into City of Jacksonville Contract No. 10282 (hereinafter the "Agreement") for the Services; and

**WHEREAS**, said Agreement has been amended three times previously; and

**WHEREAS**, CITY and Contractor wish to amend the provisions of the Agreement to reflect the revised Scope of Work for the Downtown Investment Authority and to revise **Exhibit C** of the Agreement accordingly, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

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

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Upon the Effective Date, the parties agree to delete the current **Exhibit C** and replace it with a new **Exhibit C** attached hereto and incorporated herein by reference.

**SAVE AND EXCEPT** as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

By \_\_\_\_\_  
James R. McCain, Jr.  
As Corporation Secretary

By \_\_\_\_\_  
Lenny Curry as Mayor

In compliance with 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 Agreement, and that provision has been made for the payment of the monies provided therein to be paid. .

\_\_\_\_\_  
Director of Finance  
City Contract #10282, 2d Amd

Form Approved:

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

WITNESS:

CBRE, INC.

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**“Revised” Exhibit C**

**Attach FINAL REVISED Scope of Work for Downtown Investment Authority**



**“Revised” Exhibit C**

**Scope of Work for Downtown Investment Authority**

<b>A. Summary of Desired Work Product</b>	
<i>Eligible User Information</i>	City of Jacksonville – Downtown Investment Authority (“DIA”)
<i>Short Descriptive Title for Work</i>	Real Estate Optimization Analysis and Transaction and Development Advisory Services
<i>Scope of Work</i>	<p>This scope of work applies only to certain real estate properties that the DIA Board expressly authorizes the use of CBRE’s services (“Property”):</p> <ul style="list-style-type: none"> <li>(a) Perform market due diligence, including development of a Broker Opinion of Value (“BOV”) as to highest and best use for assigned properties;</li> <li>(b) Recommendation of highest and best use(s) for Property located within the Community Redevelopment Areas under the DIA’s jurisdiction and development of a Notice of disposition (“NOD”) to include a Scoring Matrix to assist DIA review and ranking of responses. The scoring matrix shall be based upon criteria and guidelines for the development of the property set forth by the Board;</li> <li>(c) Assistance in the development of a NOD and “best in class” marketing collateral, to include presentation of the NOD to the DIA Board for approval prior to being noticed</li> <li>(d) Distribution of the NOD to the market place, with the goal of maximizing exposure of the property to experienced and qualified developers; and</li> <li>(e) Assisting the DIA in vetting proposals submitted in response to the NOD.</li> <li>(f) Negotiate business terms.</li> </ul>
<i>Specific Milestones or Deliverables</i>	<ul style="list-style-type: none"> <li>(a) Real estate analysis report for the Property to determine highest and best mix of uses on a case-by-case basis. Deliverable: Site-specific real estate analysis report with recommendations for redevelopment of the Property including mix of uses and potential site density.</li> <li>(b) Assisting the DIA in the development of a NOD for all or a portion of the Property. Deliverable: NOD meeting the requirements for disposition of property within a Community Redevelopment Area.</li> <li>(c) Presentation of the NOD to the DIA Board. Milestone: approval of a NOD by DIA Board prior to distribution.</li> <li>(d) Assisting DIA Staff through the City’s procurement process. Milestone: issuance of a NOD to the marketplace, scheduling and conducting a pre-bid conference and soliciting, answering and directing Q &amp; A throughout.</li> <li>(e) Property marketing. Deliverable: Creation of “best in class” marketing collateral using traditional means such as signage, commercial listing services (<a href="http://www.cbredealfow.com">www.cbredealfow.com</a>), Costar, Loopnet, etc.), brochures and appropriate collateral materials. Issue press releases in conjunction with the City, promoting the offering. Using CBRE proprietary software (Campaign Logic), CBRE will schedule e-blasts to thousands of investors, brokers, and developers. Through Campaign Logic, CBRE has the ability</li> </ul>

	<p>to track who has viewed the e-blast, how often, etc. allowing our broker teams to follow up with interested parties and generate reports to the City related to this information. Design an interactive Property Website so prospects can download marketing materials.</p> <p>(f) Maximizing exposure of the Property. Deliverable: documentation that CBRE has distributed the NOD and marketed the Property to a national audience of experienced and qualified developers for 60 days minimum prior to the NOD period, which is anticipated to be between 30 and 45 days and completed the marketing items outlined in (e). Note: CBRE, DIA Staff and the City's Procurement Office will develop a process to ensure that processes for disposition of property within a CRA are followed.</p> <p>(g) Vetting proposals. Deliverable: CBRE will prepare a report analyzing each proposal and developer. Analysis to include, but not necessarily be limited to: Return on Investment analysis, financial capacity of the developer, and other criteria as may be developed in accordance with (b), above. Analyze Developer responses including objective and subjective criteria established in collaboration with the City:</p> <ul style="list-style-type: none"> <li>- Complete financial analysis</li> <li>- Review adequacy of Developer bid/response</li> <li>- Conduct in-person interview(s)</li> <li>- Assess Developer ability to perform (experience and financial)</li> <li>- Develop comparison matrix of responses for decision making</li> <li>- Present findings and recommendations as required, to the selection committee and elected officials</li> </ul> <p>(h) Negotiate business terms for the contracts with successful respondent and city legal counsel. Deliverable: lease, purchase or development agreements; operating agreements, parking agreements and cross easements if necessary.</p>
<i>Period of Performance</i>	From date of authorization to proceed through <u>September 30, 2023</u> .

<b>B. Tenant Broker Proposal to Accomplish Work</b>	
<i>Compensation Proposal</i>	See below.
<i>Proposed Timeline</i>	As needed for each authorized Property
<i>Tenant Broker Information</i>	CBRE, Inc. 225 Water Street, Suite 110 Jacksonville, FL 32202

**FEE FOR CONSULTING AND NON-BROKERAGE TRANSACTION SERVICES**

In the event the DIA requires real estate consulting related services that are non-commissionable, CBRE will be compensated on an hourly basis in accordance with 2.3.2, Table 2 – Labor Rate Schedule contained in the DMS contract and City of Jacksonville and CBRE Agreement for Various Real Estate Services dated February 8, 2017 or by a not to exceed number to perform a specified task in accordance with 2.1.3.

In either instance, CBRE will provide the DIA with a quote in the format of either hourly rates at the rate in the DMS contract or not to exceed flat fee for services quote. The City shall be billed monthly, not to exceed a total contract value for all services provided to the City in connection with this Exhibit 2 of fifty thousand dollars (\$50,000).

**FEE FOR TRANSACTION AND DEVELOPMENT ADVISORY SERVICES**

The total fee to be paid to CBRE for Development Advisory Services shall be paid by the Developer and calculated based on the "Total Value of the Project" and sliding scale listed below. Total Value of the Project is defined as all hard and soft costs of the project including but not limited to; the value of the land plus infrastructure, design, and construction costs as proposed by Developer. The total project value calculation does not include any City provided incentives. CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CBRE FOR ANY TRANSACTION AND DEVELOPMENT ADVISORY SERVICES, AND CBRE SHALL LOOK EXCLUSIVELY TO THE DEVELOPER FOR PAYMENT OF SUCH FEES.

The Developer shall pay the fee within Thirty (30) days of execution of all development agreements between the City and Developer. CBRE shall credit back to the City any consulting fees not to exceed \$50,000 at such time as CBRE is paid by Developer. CBRE will specify the fee arrangement and payment terms in the RFQ and RFP issued by CBRE on the City's behalf and stipulate that said fee is to be paid by the developer as a condition for consideration of the Developer's proposal by the City.

Service	Paid By	Amount	Timing
Consulting services for marketing, NODprocess and bid analysis	City	Not to exceed \$50,000, less any amount previously billed under the second amendment	Payable monthly as services are rendered
Transaction and development advisory brokerage	Developer	Per sliding scale listed below.	30 days of execution of development agreement

Commission Rate	Transaction Value Tranche
3.50%	\$0 - \$10 M
3.00%	\$10 M - \$20 M
2.50%	\$20 - \$30 M
2.00%	\$30 M - \$50 M
1.50%	\$50 - \$100 M
0.95%	\$100 M or greater

These fees reflect commission payable by the Developer to CBRE only. Any outside brokers / buyer representation will be responsible for seeking commissions from their principals, unless the City believes it to be prudent to offer a supplemental outside representation fee at its discretion. Commissions will be charged per transaction on cumulative and compounding basis.

\*This proposal includes all travel and incidental expenses as well as marketing related materials. This structure results in no additional out of pocket costs to the City.

**SCENARIO / EXAMPLE:**

The City engages CBRE for development advisory services to redevelop the Courthouse / Annex property and performs the tasks described above. One of two outcomes occur:

1. The City selects a qualified Developer, and CBRE earns a commission of 3%. In this case, the monthly retainer is credited back to the City in lieu of the earned commission.
2. For whatever reason, a Developer is not selected or approved, CBRE keeps the earned consulting fees to account for time and out of pocket expenses.

<b>C. Using Agency Acceptance &amp; Authorization to Proceed</b>	
<i>Approved to Proceed</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Date</i>	
<i>Approver's Name &amp; Signature</i>	





**JASON R. TEAL  
GENERAL COUNSEL  
CITY OF JACKSONVILLE**

**OFFICE OF GENERAL COUNSEL**

**JAMES R. McCAIN, JR.**  
Assistant General Counsel

117 W. Duval Street, Suite 480 | Jacksonville, FL 32202  
Direct: (904) 255-5064 | Fax: (904) 255-5120  
*JMcCain@coj.net*

February 22, 2022

Alex Baker  
Professional Services Specialist  
Finance and Administration Department, Procurement Division  
214 North Hogan Street, Suite 800  
Jacksonville, Florida 32202

RE: Marika C. Sevin

Dear Ms. Baker:

I have completed my review of the information provided by Marika C. Sevin and have concluded that she is a qualified, interested, and available source for the category of Abstract and Title Insurance Services. Accordingly, I recommend that she be added to the list maintained pursuant to Section 126.308(b), *Ordinance Code*.

Please contact me with any questions.

Sincerely,

JAMES R. McCAIN, JR.  
Assistant General Counsel