# City of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE.

*Lenny Curry, Mayor*

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

**MEMORANDUM**

Date: March 20, 2018

To: Gregory Pease, Chairman
Professional Services Evaluation Committee (PSEC)

From: Ed Randolph, Director of Business Development
Office of Economic Development(OED)

Michael Thomas, Real Estate Manager
Office of Economic Development (OED) MRT

**Subject: P-16-17 Civil Engineering and Land Planning Services for Cecil Commerce Center/Alliance Florida - Contract Amendment No. 1**

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Contract 6398-24 between the City and ETM is set to expire March 20, 2018. All work has been performed satisfactorily for the past year. Section 1.2 of the contract allows for two, one year renewal options. Therefore, we wish to extend the contract for the 1st of the two one-year renewals. A revised rate sheet is attached as "Exhibit C".

Accordingly, this is to recommend that Contract # 6398-24, originally executed May 8, 2017, between the City of Jacksonville and England-Thims and Miller, Inc., for Civil Engineering and Land Planning Services for Cecil Commerce Center, be amended to exercise the first of two one-year renewal options to extend the Period of Service from March 20, 2018 to March 20, 2019, and revise the hourly rates as depicted in Exhibit A. The maximum indebtedness remains unchanged. All other terms and conditions of the Contract shall be as provided in the Request for Proposals and the Department of Public Works Prototype Agreement for professional services, as applicable.

Thank you for your consideration of this request.

**EXHIBIT C**

**Cecil Commerce Civil Engineering & Land Planning Services**
**England-Thims & Miller, Inc.**
**Contract #6398-24**

| **Direct Labor** | **Hourly Rate** |
|---|---|
| Principal-in-Charge | $80.00 |
| Client Manager | $61.55 |
| Project Manager | $54.80 |
| Senior Engineer | $48.14 |
| Senior Landscape Architect | $41.79 |
| Senor Programmer | $39.96 |
| GIS Programmer | $36.64 |
| GIS Analyst | $31.43 |
| CADD Technician | $24.24 |
| Clerical | $23.91 |

Plus:

| | |
|---|---|
| Overhead Rate | 164.42% |
| Profit | 10% |

## Thomas, Michael

**From:** Robert Kermitz <KermitzR@etminc.com>
**Sent:** Monday, December 04, 2017 6:20 PM
**To:** Thomas, Michael
**Subject:** RE: Rate Sheet
**Attachments:** New Contract - Civil Engineering and Land Planning Services for Cecil Commerce Center; Fully executed final contract #6398-23 NPDES Engineering and Permit Admin Svcs Annual Contract.pdf; Cecil Commerce Fee Proposal Sheet 12-5-2017.xlsx

**Categories:** Red Category

Mike,
As requested, I have attached an Excel Fee Summary worksheet showing our rates for the Cecil Contract Amendment which are consistent with our 2016 COJ NPDES Contract (also attached, see page 24 of 25 for Fee Sheet). I have also attached our email from April 7, 2017 discussing the need for these adjustments as well as a Contract Time correction.

Thank you for following up on these items. Please contact me if additional information is needed.

**Robert Kermitz**
Vice President
England-Thims & Miller, Inc.
904.265.3112

**From:** Thomas, Michael [mailto:MikeThom@coj.net]
**Sent:** Monday, December 04, 2017 12:30 PM
**To:** Robert Kermitz <KermitzR@etminc.com>
**Subject:** Rate Sheet

I am going to being the PSEC process to adjust ETM's rates as we have discussed. Do you happen to have handy your rate sheet used for Public Works projects?

Michael R. Thomas
Real Estate Manager
City of Jacksonville
Office of Economic Development
117 West Duval Street, Ste 275
Jacksonville, FL 32202
(904)630-3650

# SERVICES CONTRACT
# BETWEEN
# THE CITY OF JACKSONVILLE
# AND
# ENGLAND, THIMS & MILLER, INC.
# FOR
# CIVIL ENGINEERING AND LAND PLANNING SERVICES FOR CECIL COMMERCE CENTER/ALLIANCE FLORIDA

**THIS CONTRACT** (the "Contract") is made and entered into this 8 day of May, 2017 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, ENGLAND, THIMS AND MILLER, INC. (the "CONTRACTOR"), a corporation authorized to do business in the State of Florida, with offices located at 14775 Old St. Augustine Road, Jacksonville, FL 32258; for Civil Engineering and Land Planning Services for Cecil Commerce Center/Alliance Florida (the "Project").

**WHEREAS**, the CITY (as the "Buyer") issued a Request for Proposal No. P-16-17 (the "RFP") for certain services described in the RFP (the "Services"); and

**WHEREAS**, based on CONTRACTOR'S response to the RFP dated January 25, 2017, consisting of 69 pages (the "Response"), the CITY has negotiated and awarded this Contract to CONTRACTOR;

**NOW THEREFORE,** in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response and Exhibit A attached hereto.

2. **Compensation**. CONTRACTOR will be paid by the CITY for the Services on a monthly invoice basis, in accordance with the Contract Fee Summary attached hereto as Exhibit B.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on March 20, 2018, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to two (2) additional one (1) year periods by (i) the CITY, it its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

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

- This document, as modified by any subsequent signed amendments
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description of Services (Section 4 of the RFP)
- General Instructions to Respondents (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

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

As to the CITY:

City of Jacksonville
Office of Economic Development, Suite 275
117 W. Duval Street
Jacksonville, Florida 32202

As to the CONTRACTOR:

England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Attn: Joe Tarver

7. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is Michael Thomas, and the CONTRACTOR'S Contract Manager is Joe Tarver. Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

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

payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

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

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

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

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

**ATTEST:** **CITY OF JACKSONVILLE**

By _____
James McCain, Jr.
Corporation Secretary

By _____
Lenny Curry
Mayor

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

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 6398-24

Form Approved:

_____
Office of General Counsel

**ATTEST:** **ENGLAND, THIMS AND MILLER, INC.**

By _____
Signature

Robert J. Kerwitz
Type/Print Name

Vice President
Title

By _____
Signature

JOSEPH A. TARVER
Type/Print Name

EXEC. V.P.
Title

**Exhibit A**

Scope of Services
*(see one page, following)*

**SCOPE OF SERVICES**

**P-16-17**

1. Develop land plans, as needed, for development parcels shown in master plan. The land plans should include but should not be limited to the following: conceptual building size and layout (based on use), proposed retention pond locations, wetland boundaries, points of ingress and egress, and any known easements or other impediments to development.

2. Plan traffic circulation and utility infrastructure to adequately serve development parcels and sub-parcels, as needed.

3. Manage the CCC master stormwater system permits currently in place.

4. Review and modify (if necessary) any traffic concurrency agreements for CCC.

5. Provide topographical and boundary surveys as well as wetland delineations for development parcels, as needed.

6. Provide construction contract management and construction inspection services (CEI) on all City Engineering projects at CCC.

7. Attend all CCC related meetings as requested by OED staff.

8. Coordinate and communicate, at the request of OED staff, with all City and State agencies that regulate development at CCC.

9. Potentially assist in the following projects:

- Design/build of a 2 or 4 lane road that will access the megasite portion of Cecil Commerce Center North

- Ongoing sitewide drainage maintenance and improvement

- Installation of a drainage structure under New World Avenue west of its intersection with Cecil Commerce Parkway

10. Any and all such other engineering and land planning services, which are deemed necessary by the OED staff, for Cecil Commerce Center.

**Exhibit B**
Contract Fee Summary

Average hourly direct labor rates (without Fringe Benefits)

| | |
|---|---|
| Principal | $60.10 |
| Project Manager | $52.00 |
| Senior Engineer | $47.58 |
| Senior Landscape Architect | $37.99 |
| GIS Programmer | $33.13 |
| Cad Technician | $22.04 |
| Administrative | $21.73 |

Plus:

| | |
|---|---|
| Overhead Rate | 150% |
| Profit | 10% |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER
Harden and Associates
501 Riverside Avenue, Suite 1000
Jacksonville FL 32202

CONTACT NAME: Todd Peters
PHONE (A/C, No, Ext): 904-354-3785 FAX (A/C, No): 904-634-1302
E-MAIL ADDRESS: tpeters@hardeninsight.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Co. | 20478 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : Continental Casualty Co. | 20443 |
| INSURER D : Transportation Insurance Co. | 20494 |
| INSURER E : | |
| INSURER F : | |

INSURED ENGLA-1
England Thims & Miller Inc.
Robert M Angas Assoc Inc; EMM Properties, LLC
14775 Old St. Augustine Rd.
Jacksonville FL 32258

**COVERAGES** **CERTIFICATE NUMBER:** 275441664 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | Y | 5095133518 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | 2087980833 | 1/1/2017 | 1/1/2018 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| D | X UMBRELLA LIAB X OCCUR | | | 2087980847 | 1/1/2017 | 1/1/2018 | EACH OCCURRENCE | $20,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $20,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | 596111288 | 1/1/2017 | 1/1/2018 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| C | Professional Liability | | | AEH113771078 | 1/1/2017 | 1/1/2018 | Per Claim/Aggregate | $10M/$15M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: P-16-17 Civil Engineering and Land Planning Services for Cecil Commerce Center / Alliance Florida
The City of Jacksonville and its members, officials, officers, employees and agents are listed as additional insureds with regards to the General liability and auto liability. Waiver of subrogation applies in favor of all policies. All policies are primary and non contributory. 30 days notice of cancellation endorsement applies to all policies.

**CERTIFICATE HOLDER**

City of Jacksonville
Attn: Chief of Risk Management
117 W. Duval Street
Suite 335
Jacksonville FL 32202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Todd Peters

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