SUBJECT: **RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS**

BID # **CDB-0008-16** OPEN DATE: **10/21/2015**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Fletcher Morgan Park Parking Lot Improvements project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $26,402.20. The scope of award is to provide 60% design for drainage improvements and parking lot lightings. This incorporates the attached, scope and fee summary, Exhibit "P-1", with completion of work 60 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-069505-PR0597-01 to be executed by contract Amendment 14A through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit P-1", Previous Award(s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

TYPE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

March 21, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Tom Fallin, PE
Chief, Engineering and Construction Management Division

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Fletcher Morgan Park Parking Lot Improvements AMENDMENT 14A
RPCP32EF5720-069505-PR0597-01 $26,402.20

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0008-16, Contract 8150-15 has completed negotiations with Acon Construction Co., Inc., for the Fletcher Morgan Park Parking Lot Improvements project. Negotiations have resulted in the GMP amount of $26,402.20 to provide 60% design for drainage improvements and parking lot lighting as indicated on the attached Scope & Fee Summary, Exhibit P-1 and allowing for the completion of the work 60 days from notice to proceed. EBO goals of 10% continue to be met.

Accordingly, this is to recommend that Contract No #8150-15, originally executed March 28, 2016, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit P-1 for Fletcher Morgan Park Parking Lot Improvements for the GMP amount of $26,402.20, known as Amendment 14A.

TF/lw

Attachment: Exhibit P-1

cc: Robert Scott, P.E., Project Manager
Lori West, Public Works Contract Specialist

26

Exhibit P.1

ACON Construction Co., Inc.

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

Feb 28, 2018

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

Attention: Mr. Tom Fallin, P.E.
Chief of Engineering and Construction Management
Reference: Fletcher Morgan Parking Lot Improvements 60% Design
DB Contract #8150-15

Mr. Fallin,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide 60% design for drainage improvements and parking lot lighting. The scope is outlined in the attached proposals from our sub consultants. Per the base agreement, negotiations will be conducted at the City's request for GMP and GCD to complete design and construct whatever areas are designated.

Our Guaranteed Maximum Price (GMP) for this project as stated is $26,402.20.

The Guaranteed Completion Date (GCD) will be 60 days from Notice to Proceed to provide 60% Drawings and the permitting data.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 8150-15

Fletcher Morgan Parking Lot 60% **DATE: Feb 28, 2018**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	30	$110.00	$3,300.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	20	$75.00	$1,500.00
	Civil Design	LS	1	$13,535.00	$13,535.00
	Electrical Design	LS	1	$5,667.00	$5,667.00
	Subtotal				**$24,002.00**
	DB Fee 10%	LS	1	$2,400.20	$2,400.20
			TOTAL		**$26,402.20**

HANSON
Engineering Architecture Planning Allied Services

Hanson Professional Services Inc.
8075 Gate Parkway West, Suite 204
Jacksonville FL 32216
(904) 737-00900
www.hanson-inc.com

February 27, 2018

Mr. Frank Anderson
ACON Construction Company
3653 Regent Boulevard, Suite 401
Jacksonville, FL 32224

RE: Scope and Fee: Fletcher Morgan Park Drainage Improvements 60% Design Services

Dear: Mr. Anderson:

Hanson Professional Services (Hanson) is pleased to submit a proposal to ACON Construction Company for performing site design services for the City of Jacksonville Fletcher Morgan Park Drainage Improvements project. Hanson understands that the City would like to prevent runoff from the new parking area embankments entering the nearby properties as well as stabilize the embankments themselves. Part of the runoff will be collected and routed to a piped stormwater system installed along the property line of an adjacent parcel to an existing drainage structure along Dean Road. In addition, the Design Build team will be responsible for designing lighting for the new parking area. The fees for these services will be provided in a separate document and are not included, here. In order to facilitate funding, this project may be built in phases.

The civil site design services shall be based on a new survey to be performed by Clary & Associates, Inc. and taken to a 60% level, adequate for preliminary permit and pricing coordination. Please refer to attached supporting documents for the detailed survey scope.

Hanson Professional Services will be responsible for the civil site design, which includes the following:

- Field investigation and information gathering
- Evaluation of the existing topography and determining areas without positive drainage or that may contribute to offsite flow
- Geometric layout of the ditches/swales and stormwater piping
- Grading and drainage design
- Design of the stormwater pipe network
- Design of sediment control features
- Meetings with the City of Jacksonville
- Preparation of 60% level construction drawings that include cover sheet, general notes, geometry and drainage/grading plans, engineering details, and SWPPP plan
- Submittal of Preliminary 10 set to COJ Development Services Review Group

The total fees for 60% design services will be **$13,535.00**.

This proposal does not include professional services involving final design and permit fees with the exception of the 10 set review. Electrical and lighting design fees are not included and will be provided under separate cover. The survey does not include providing post construction as-built information or development of documents for a drainage easement.

We are looking forward to working with the City of Jacksonville and ACON Construction Inc. on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,

Randy Downing, PE
Senior Project Manager

Attachments:
Hanson Fee Estimate and Summary
Surveyor's Scope and Fee Estimate

HANSON PROFESSIONAL SERVICES, INC.

DATE: 02/27/18

CLIENT: City of Jacksonville

PROJECT: Fletcher Morgan Park Drainage

			Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	**60% Design**								
	Site Visits, Data Collection and Review		0	2	2	1	1	0	6
	Overall Geometry Layout		0	1	2	1	2	0	6
	Site Grading and Drainage Design		0	2	4	2	2	0	10
	Design of Stormwater Pipe Network		0	1	3	2	0	0	6
	Meetings/Coordination		0	4	1	0	1	0	6
	Quality Control		0	2	0	0	0	0	2
	Supervision		0	2	0	0	0	0	2
	Sub-total Hours		0	14	12	6	6	0	38
b.	**Preliminary Permitting & Other**								
	COJ 60% Design Preliminary 10 set Review Submittal		0	1	2	2	1	0	6
	Sub-total Hours		0	1	2	2	1	0	6
c.	**Project Submittals**	**No. of Sheets**							
	Cover/Key Sheet	1	0	0	0	1	3	0	4
	Legend and General Notes	1	0	0	1	0	3	0	4
	Site Layout/Geometry Plans	1	0	0	1	1	4	0	6
	Site Grading and Drainage Plans	1	0	1	2	1	8	0	12
	Details	1	0	0	2	2	4	0	8
	SWPPP Sheet	1	0	0	0	1	3	0	4
	Quality Control		0	2	0	0	0	0	2
	Supervision		0	2	0	0	0	0	2
	Sub-total Hours		0	5	6	6	25	0	42
	Total Manhours		0	20	20	14	32	0	86
	Hourly Rates		$289.02	$215.60	$122.10	$72.21	$78.19	$59.59	
	Total Labor Dollars		$0.00	$4,311.94	$2,441.93	$1,010.97	$2,502.13	$0.00	$10,266.96

		Unit	$/Unit	Quantity	Cost
d.	**ESTIMATED EXPENSES***				
	Bluelines (black)	ea.	$0.65	0	$0.00
	11 X 17 Copies	ea.	$0.15	149	$22.35
	COJ 10 Set Permit Fee	ea.	$648.00	1	$648.00
	8.5" x 11" Copies	ea.	$0.10	255	$25.50
	Mileage	mi.	$0.49	54	$26.19
	Postage	mo.	$5.00	1	$5.00
	Courier Service	mo.	$18.00	1	$18.00
					$745.04

Hanson Subtotal	$11,012.00
Survey - Clary	$2,523.00
Total	$13,535.00

PART ONE - GENERAL	
1. PROJECT Fletcher Morgan Park Drainage	2. PROPOSAL NUMBER
3. CONSULTANT HANSON PROFESSIONAL SERVICES, INC.	4. DATE OF PROPOSAL 2/27/2018

PART TWO - LABOR RELATED COSTS

5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$100.06	0	$ -	
Project Manager	$74.64	20	$ 1,492.80	
Project Engineer	$42.27	20	$ 845.40	
Engineer Technician	$25.00	14	$ 350.00	
CADD Technician	$27.07	32	$ 866.24	
Clerical	$20.63	0	$ -	
TOTAL DIRECT LABOR				$ 3,554.44
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 162.59% X TOTAL DIRECT LABOR				$ 5,779.16
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 9,333.60
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 933.36

PART THREE - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS	
ORIGINAL REPRODUCIBLE - VELLUM PLOTS	
BLUELINES - 24"x36"	
PAPER COPIES	$47.85
SHIPPING	$23.00
MISCELLANEOUS DIRECT COSTS SUBTOTAL	$ 70.85
10. SUBCONTRACTS - LUMP SUM	
Survey	$2,523.00
SUB-CONTRACT SUBTOTAL	
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 &10)	*$2,523.00*
11. REIMBURSABLE COSTS (LIMITING AMOUNT)	
Other Expenses	$674.19
SUBTOTAL REIMBURSABLE	$ 674.19

PART FOUR - SUMMARY

TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11	$ 13,535.00

I:\15Jobs\15L0105\Projects\Fletcher Morgan Park\Admin\03-Proposal\[Staffhours_Fletcher_Morgan_ 2-27-18.xls]Manhours

SURVEY & RIGHT OF WAY MAPS

CONSULTANT: Hanson

NAME OF PROJECT: Fletcher Morgan Park

SUBCONSULTANT: Clary & Associates, Inc.

FROM:

RFP No.:

3 MAN RATE = $1,240.00 Surveyor & Mapper = $165.00
CADD Tech = $95.00 Clerical = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Baseline Control	0.1		$1,240.00		$124.00	recover horizontal control
Alignment			$1,240.00		$0.00	
Target Placement			$1,240.00		$0.00	
Reference Points			$1,240.00		$0.00	
Section Line Ties			$1,240.00		$0.00	
Cut Topo Line			$1,240.00		$0.00	
Hydrographic Survey			$1,240.00		$0.00	
Topography	0.8		$1,240.00		$992.00	topographical survey - see sketch
Bench Levels	0.1		$1,240.00		$124.00	recover vertical control
WH'S			$1,240.00		$0.00	
Underground Utilities			$1,240.00		$0.00	
Jurisdictional Survey			$1,240.00		$0.00	
Stake-Out for Borings			$1,240.00		$0.00	
Pond Survey			$1,240.00		$0.00	
Wetland Boundary			$1,240.00		$0.00	
Tree Survey	0.2		$1,240.00		$248.00	locate trees along east boundary
TOTAL	1.2				$1,488.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor	Hour	1	$165.00		$165.00	Supervise
Technician	Hour	8	$95.00		$760.00	Mapping
Clerical	Hour	2	$55.00		$110.00	
TOTAL					$1,035.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Right-of-Way Maps	Hour		$95.00		$0.00	
Legal Descriptions/Sketches	Hour		$95.00		$0.00	
Title Searchs	Hour		$95.00		$0.00	
TOTAL		0			$0.00	

See attachments for survey limits

TOTAL : $2,523.00 **PREPARED: February 22, 2018**

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

TOTAL COST: $2,523.00

Clary
PROFESSIONAL SURVEYORS & MAPPERS

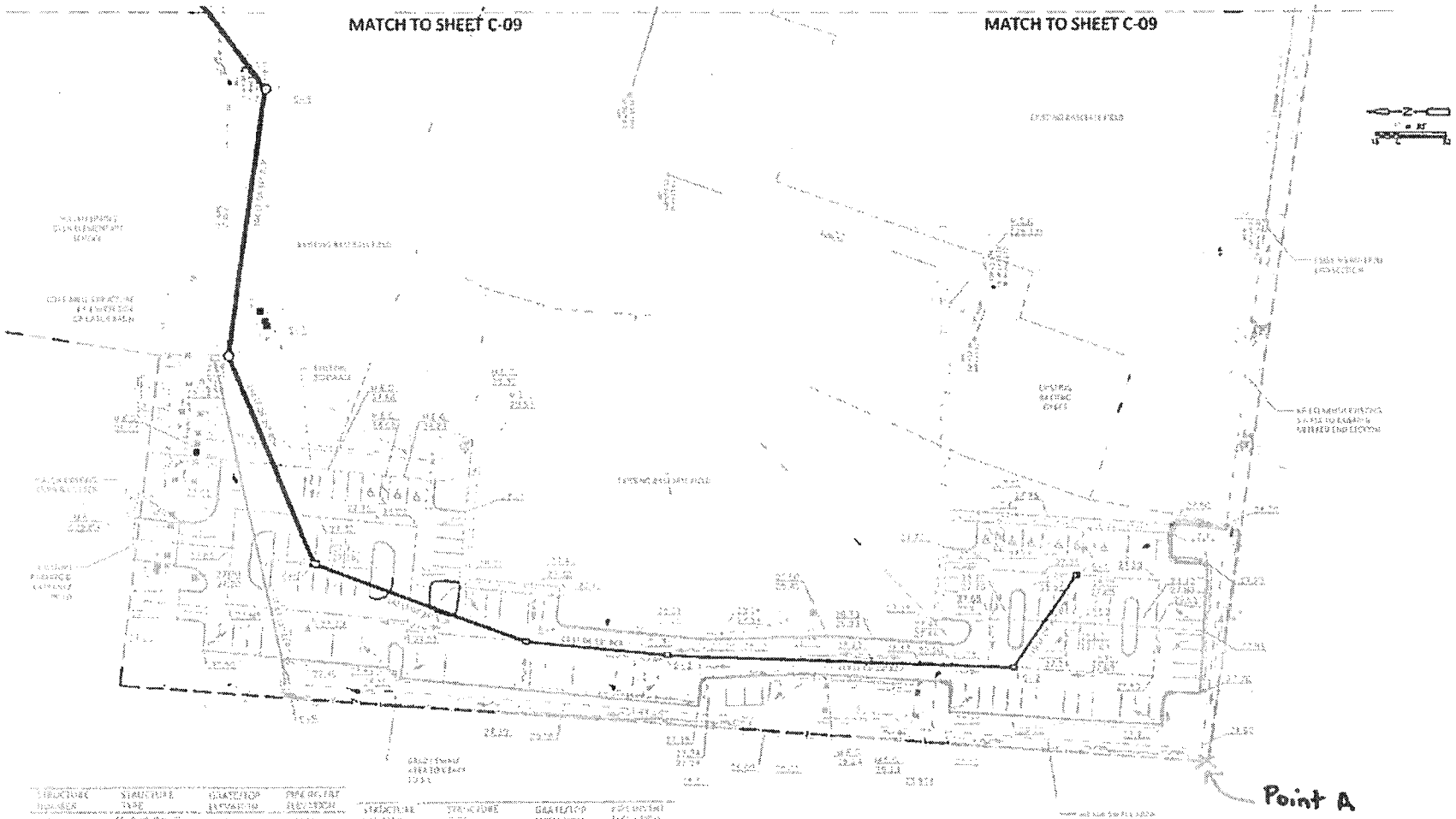
SCOPE OF WORK

FLETCHER MORGAN PARK
CITY OF JACKSONVILLE

February 22, 2018

- Set horizontal control from survey in 2016
- Set vertical control (NAVD88) from survey in 2016
- Topographical survey for a stretch of property approximately 700' long and 15' to 25' wide from the west property line to the edge of new parking (see attached sketch)
- 3 spot elevations along ditch to determine flow (see attached sketch)
- Topographical survey from Dean Road to west property line of Fletcher Park and locate 3 drain structures and inverts (see attached sketch)

3630 Crown Point Road, Jacksonville, Florida 32257
(904) 260-2703 · fax (904) 260-3799 · www.claryassoc.com



STRUCTURE NUMBER	STRUCTURE TYPE	GRATE/TOP ELEVATION	PIPE INVERT ELEVATION
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

STRUCTURE NUMBER	STRUCTURE TYPE	GRATE/TOP ELEVATION	PIPE INVERT ELEVATION
[illegible]	[illegible]	[illegible]	[illegible]
S-10	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
S-12	[illegible]	[illegible]	[illegible]
S-13	[illegible]	[illegible]	[illegible]
S-14	[illegible]	[illegible]	[illegible]
S-15	[illegible]	[illegible]	[illegible]
EX-1	[illegible]	[illegible]	[illegible]

CSES

CITY OF JACKSONVILLE

FLETCHER MORGAN PARK
PARKING LOT ADDITION
GRADING & DRAINAGE PLAN

Duval Map

February 21, 2018

1:564

0 0.00475 0.0095 0.019 mi

0 0.0075 0.015 0.03 km

OHMEGA
The Ohmega Group, LLC

1756 Silver Street | Jacksonville, Florida 32206
T | 904 807 6512 e-Fax | 904 807 6550
W | OhmegaGroup.com

February 13, 2018

Frank A. Anderson
Project Manager
ACON Construction Co, Inc
3653 Regent Blvd, Suite 401
Jacksonville, FL 32224

City of Jacksonville, Fletcher Morgan Park, Jacksonville, Florida
Proposal for Electrical Engineering Consulting Services
60% Design Services

Dear Frank,

In response to your request on February 12, 2018, and in response to your immediate needs, we are pleased to submit this proposal for electrical engineering consulting services for the subject project. Please review the scope of work for compliance with your objectives. If the scope, schedule and fee are satisfactory, please sign and return a copy of this document to **OHMEGA**. Receipt of this signed document from the Client and frozen architectural background templates will constitute a notice-to-proceed for the production of engineering drawings and specifications under the terms of this proposal. Work will not commence without this signed proposal.

I. Scope of Work

Provide electrical engineering design development services as required for the installation of new site area lighting for the parking areas. The scope will include pole mounted LED area lighting, power and controls.

The client will provide all CAD background drawings and other pertinent information as required to complete the scope. CAD drawings and specifications will be provided as project deliverables

The following tasks will be performed under the terms of this proposal.

A. Initial Site Investigation
B. Project Kick-off and Review Meetings
C. Lighting design including:
   1. Exterior lighting
   2. Photometric calculations based on the requirements of FBC, COJ and the Illuminating Engineering Society of North America (IESNA.)
   3. Lighting controls for energy-efficient use of lighting
   4. Review Lighting Submittals
D. Power distribution system including:
   1. Electrical circuiting, risers and panel schedules

Oh
Be Brilliant.

2. Electrical load calculations

E. Code Compliance:
   1. National Electric Code (NFPA 70), latest version
   2. Florida Building Code (FBC), latest version
   3. County Building Department

F. Technical Specifications

II. Exclusions / Additional Services

The following items are not included in the base Scope of Work:

A. Client Changes after Final Documents

B. Professional Engineer Sign & Seal of permit documents

C. Bidding

D. Estimates of Probable Construction Cost (Cost Opinion)
   1. *In providing estimates of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost. This Consultant suggest that the Client should consider retaining an independent cost estimator at the Client's expense:*
      a. *A cost estimator can be more precise than this Consultant, and*
      b. *If the Client declines to do this, he or she acknowledges that any estimate of probable cost provided by this Consultant is subject to revision and refinement throughout the design and construction process and will not be construed as a guaranteed maximum price*

E. Construction Administration Services, including:
   1. Response to contractor RFIs
   2. Construction site visits (xx each)
   3. Attend construction meetings (xx each)
   4. Shop drawing review
   5. Final inspection & punch list

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of Five Thousand Six Hundred Sixty-Seven Dollars (**US$ 5,667.00**) for 60% design phase services.

This proposed fee shall be valid for a period of **30** days from the date of this Agreement. After 30 days, the fee will be evaluated to compensate for direct labor cost escalations.

TERMS & CONDITIONS

OHMEGA (hereafter referred to as Consultant) shall perform the services outlined in this proposal letter agreement for the stated fee.

IV. Additional Services

Any required work not covered under the Scope of Work is not covered in this Proposal. All Additional Services incurred as a result of Client changes will be charged on an hourly basis not to exceed those indicated in the table below. Additional Services will not be performed by **OHMEGA** without prior written authorization from the Client.

Classification	Hourly Rate
Principal Engineer / Project Director	$ 206.97
Sr. Engineer / Project Manager	$ 171.66
Project Engineer	$ 143.04
CADD Technician	$ 103.17
Clerical / Admin Asst	$ 74.05

V. Reimbursable Expenses

All reimbursable expenses incurred during the performance of the Scope of Work will be invoiced as charged at a multiplier of **1.1** during the first 30 days of the invoice. After 30 days, this shall be subject to the 1.5% late payment charge as outlined in **Section XII**. These expenses may include reproducibles such as blueprints, copies, photographs, large format plots as well as courier, mail, etc. Reimbursable expenses include actual expenses incurred by **OHMEGA** directly or indirectly in connection with the project.

VI. Standard of Care

The Consultant's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professional performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no other warranties, expressed or implied, with respect to the services rendered hereunder.

VII. Design Professional Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.

In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

VIII. Limitation of Liability

To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, shall not exceed the total compensation received by Consultant under this Agreement or the total

sum paid on behalf of or to the Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Consultant's insurance policies applicable thereto, whichever is greater.

IX. Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

X. Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

XI. Termination

This agreement may be terminated by either party by giving seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the party initiating the termination. If this Agreement is terminated, the Client shall pay **OHMEGA** for the work satisfactorily completed up to the date of termination or suspension. The Client shall provide for fair notice and opportunity to cure before termination.

XII. Project Delivery Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

A set of the final signed and sealed construction documents will be submitted to the Client within a reasonable time frame after receipt of signed authorization to proceed with the Scope of Work outlined herein and all working templates. In the case of the Client's request to accelerate the deliverable schedule, an additional expediting fee will be required to account for overtime hours required to meet the client's schedule. Any Client changes required after submittal of the final documents will be charged as Additional Services as outlined above.

The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

NOTICE OF DELAY

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

XIII. Ownership of Documents

All documents produced by **OHMEGA** under the terms of this agreement are copyrighted solely for the use on the subject project and shall remain the property of The Ohmega Group and may not be reused by the Client for any other purpose without the written approval of The Ohmega Group. Where approved by The Ohmega Group, a reuse fee shall be required prior to the authorized reuse of the design documents.

XIV. Payment Schedule

Final Payment shall be received no more than Thirty (30) days of the date of the invoice. In the event Payment is dependent of the Client's receipt of payment from a third party for services herein, Client may make payment to **OHMEGA** within the lesser of ten (10) days of receipt of payment from the third party or within forty-five (45) days of the date of the invoice. Any amounts due, but not paid when due, will bear a late payment charge of **1.5%** per month for all outstanding invoices. These costs are necessary to cover the interest charges on our corporate line-of-credit and operating expenses to fulfill our financial obligations. In the event of excessive late payments, **OHMEGA** may exercise its right to stop work until payment is received. The Client shall be responsible for all collection fees, court fees and attorney fees as required to collect outstanding unpaid balances.

XV. Entire Agreement

This Agreement shall be governed by and construed according to the laws of the State of Florida.
This Agreement constitutes the entire and integrated Agreement between the Client and **OHMEGA** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified, or canceled by written instrument by an authorized representative of each party.

Mark A. Morley

Mark A. Morley, PE, RCDD
President

This is your authorization for **OHMEGA** to complete the Scope of Work as outlined above according to conditions of this Proposal.

Acceptance Signed by: _____

Date: _____

Print name: _____

[Proposal 2018-09 – COJ Fletcher Morgan Park]

When both parties sign this proposal, this instrument constitutes a legal and binding contract between the parties under the laws of the State of Florida.

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

PART I - GENERAL

1. Project	2. Proposal Number
City of Jacksonville Fletcher Morgan Park Preconstruction & 60% Design Fees	2018-09
3. Name of Consultant	**4. Date of Proposal**
The Ohmega Group, LLC	2/13/2018

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$67.85	4	$ 271.40	
Project Manager	$56.28	4	$ 225.12	
Staff Engineer	$37.51	0	$ 0.00	
Technical Designer	$33.82	32	$ 1,082.24	
CADD Drafter	$19.31	16	$ 308.96	
Clerical / Admin	$24.28	2	48.56	
TOTAL DIRECT LABOR	$ 33.38	58		$ 1,936.28
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	165.24 % x Total Direct Labor			$ 3,200.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 5,136.28
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$ 514.00
9. SUBCONSULTANT COORDINATION: Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs		
Original Media	$ 0.00	
Reproduction	$ 0.00	
Transportation	$ 0.00	
Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$	$ -
11. SUBCONTRACTS (Lump Sum)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$	
	$	
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL	$	$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 5,650.28
12. Reimbursable Costs - Limiting Amount		
	$ 16.50	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ 16.50

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, 11 and 12)	**$ 5,667.00**

ESTIMATE OF WORK EFFORT AND FEE FOR CONSTRUCTION PLANS

Project Name: **City of Jacksonville Fletcher Morgan Park** — **Preconstruction & 60% Design Fees**
Consultant: The Ohmega Group, LLC
RFP NO:
Prepared by: Mark A. Morley
Date: ######

No. / ACTIVITY	Principal Rate = $67.85		Senior Engineer Rate = $56.28		Staff Engineer Rate = $37.51		Technical Designer Rate = $33.82		CADD Drafter Rate = $19.31		Clerical / Admin Rate = $24.28	
	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost	Man Hours	Labor Cost
1 Schematic Design (30%)	2	$135.70	2	$112.56	0	$0.00	16	$541.12	8	$154.48	0	$0.00
2 Design Development (60%)	2	$135.70	2	$112.56	0	$0.00	16	$541.12	8	$154.48	2	$48.56
3 CD's (100%)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
4 Bid/Permit	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
5 Construction Admin	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
6 LEED / FGBC	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
TOTAL	4	$271.40	4	$225.12	0	$0.00	32	$1,082.24	16	$308.96	2	$48.56

No. / ACTIVITY									Man Hours by Activity	Salary Cost by Activity	Avg. Hourly Cost	Salary Cost Dist. %
	Man Hours	Labor Cost	Man Hours	Labor Cost								
1 Schematic Design (30%)		$0.00		$0.00					28	$943.86	$33.71	48.7
2 Design Development (60%)		$0.00		$0.00					30	$992.42	$33.08	51.3
3 CD's (100%)		$0.00		$0.00					0	$0.00	$0.00	0.0
4 Bid/Permit		$0.00		$0.00					0	$0.00	$0.00	0.0
5 Construction Admin		$0.00		$0.00					0	$0.00	$0.00	0.0
6 LEED / FGBC		$0.00		$0.00					0	$0.00	$0.00	0.0
TOTAL	0	$0.00	0	$0.00					58	$1,936.28	$33.38	100.0

MISCELLANEOUS DIRECT COST

Project Name	**City of Jacksonville Fletcher Morgan Park**	**Preconstruction & 60% Design Fees**
Consultant	The Ohmega Group, LLC	
RFP NO		
Prepared by		
Date	Job No.	

ITEM DESCRIPTION								ITEM TOTAL	COMMENTS
Original Mylar Reproducibles			Sheets @		$0 00	Per Sheet =			Not in scope
Project Electronic Files on CD		0	CD's @		$100 00	Per CD		$0 00	
Reproduction (Black Lines and Photocopies)									
	Sets	Black Line 24 x 36	Black Line 11"x17"	Photocopy 8 1/2" x 11"					
Conceptual Design							Sheets		
30% Submittal							Sheets		
SJRWMD 1st Review							Sheets		
SJRWMD RAI							Sheets		
COJ 10 Set Review							Sheets		
COJ Final Review							Sheets		
COJ Clearing Plans							Sheets		
Final Submittal							Sheets		
	Total Sheets	0	0	0					
Cost	24 x 36	0	Sheets @	$	0 72	=	$0 00		
	11"x17"	0	Sheets @	$	0 20	=	$0 00		
	8 1/2" x 11"	0	Sheets @	$	0 10	=	$0 00	$0.00	
Travel From: Consultant Office Location to Destination (Round Trip Miles)									
Destination	# Trips			Per Mile					
Project Site Visits/ CA	2	x	15	miles	x	$0.55	= $16.50		RT from Ohmega to site
City of Jacksonville	0	x	0	miles	x	$0.55	= $0 00		
Coord. Meetings	0	x	21	miles	x	$0 55	= $0 00		
Coord. Meetings	0	x	0	miles	x	$0.55	= $0 00		
Clearing Permit		x	36	miles	x	$0 30	= $0 00		
								$16.50	
Shipping				Deliveries @			Each	$0.00	5 Deliveries Each submittal plus 5 extra
TOTAL COST								$16.50	

DESIGN CRITERIA PACKAGE
For
FLETCHER MORGAN PARK – DRAINAGE & LIGHTING
60% DESIGN ONLY

A. Scope of Work

The scope of this project is to provide 60% design drawings. The improvements are to include an additional drainage system and lighting for the existing parking lot. The scope will include surveying , permitting, and design drawings.

B. Location of the Site

This project will be located at the existing Fletcher Morgan Park, 6736 Beach Blvd.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $50,000 for design.

D. Permits

The Design-Build firm shall be responsible for all required permits.

E. Public Access to the Park

Fletcher Morgan Park will remain open for use by the public during the 60% design.

F. Schedule

Once the Notice to Proceed has been issued, the Design-Build firm shall have 60 days to provide the 60% drawings to the City for their review and comment and/or approval. Once the drawings have been approved by the City, negotiations will begin for the Final Design and Construction of the improvements.

West, Lori

From: Scott, Robert
Sent: Tuesday, March 20, 2018 11:53 AM
To: West, Lori
Subject: Fletcher Morgan Park - D/B Project
Attachments: Fletcher Morgan 60% Letter .doc; Scope and Fee_Fletcher_Morgan_2-27-18.pdf; Fletcher Morgan 60% Design Proposal .xlsx; Ohmega Proposal COJ Fletcher Morgan Park_ 2-13-18.pdf; DESIGN CRITERIA PACKAGE Fletcher Morgan 60% .docx

Please proceed with this D/B project with ACON.

Account # RPCP32EF5720-069505-PR0597-01

Bob Scott, PE
Project Manager
Public Works
(904) 255-8734

SUBJECT: RFQ FOR D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 9 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01 28 16 ACON Construction Company, Inc (contract #3150-16) was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

Recommend approval of award to include the rate sheets as part of Exhibit A, as they were omitted from original award. No additional changes are needed.

Attachments: Recommendation Memo, Previous Award 's

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING Ø DATE: 7-14-16

Teresa R. Eichner

OTHER

James R McCain

ACTION OF AWARDING AUTHORITY

DATE 7/14/16

APPROVED ✓ DISAPPROVED

OTHER:

BID # CDB-0008-16

PASSIVE PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 3 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) ACON Construction Company, Inc. - 133
2) Hagar Construction- 125.5

Recommend approval of award to ACON Construction Company, Inc., as receiving the highest score in accordance with the evaluation and ranking above. Period of Service will be five (5) years from effective date of contract with funding not-to-exceed $6,000,000.00 annually. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Ladler
MARILYN LADLER

RESPECTFULLY SUBMITTED Wanda Pearson
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED DATE 1/28/16

SUBJECT: RFQ- FOR DESIGN- BUILD SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 2 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and received only two responses, they have been evaluated. Based upon the proposal evaluation, the average scores and rankings are as follows (Listed in alphabetical order):

2) ACON- 75
1) Hagar Construction- 78.5

Pursuant to Section 2.6 – Award of Contract of the RFP, recommend approval to accept the two responses and conduct formal interviews with each firm.

Attachments: Recommendation Memo, Scoring Matrix, Bid Tabulation, Section 2.6, JSEB Letter

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: William J. Joyce, P.E., Chief-Engineering & Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 12-30-15

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓

DISAPPROVED

DATE 1/01/16

Joan E. Mousa
Chief Administrative Officer
For Mayor Jacob Stroman

OTHER:

SIGNATURE OF AUTHENTICATION

QWS3270X 3/29/2018 11:55 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/29/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 11:55 AM

FISCAL MO/YEAR : 06 2018 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0597 COUNTYWIDE PARKS
PROJECT DETAIL : 01 COUNTYWIDE PARKS-UPGRADES/MAINT REPAIRS
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	2,000,000.00	2,242,341.00
EXPENDITURES	251,401.53	416,327.07	503,223.38
ENCUMBRANCES	389,534.76	797,288.24	992,783.24
PRE-ENCUMBRANCES	-110,013.68	67,933.41	105,433.41
REMAINING BALANCE	-530,922.61	718,451.28	640,900.97

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