# 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.

December 3, 2019

12/05/19 16:25:49
Procurement Division

**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

Daryl T. Joseph
Director, Parks, Recreation & Community Services

**SUBJECT:** P-10-19 Professional Design Services for the Southbank Riverwalk Extension

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The Engineering Division has negotiated with the consultant selected for Professional Design Services for the Southbank Riverwalk Extension, resulting in the attached Scope of Services, Exhibit A, which includes clarifications to Section 3 and Attachments G & H in the RFP and Contract Fee Schedule, Exhibit B. 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 the City of Jacksonville enter into a contract with the Haskell Company for Professional Design Services for the Southbank Riverwalk Extension, that incorporates the attached Scope of Services, including the clarifications, identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide Not to Exceed Limits for Design in the amount of $283,118.69, Survey in the amount of $41,410.10, Geotechnical in the amount of $158,993.39, Permitting in the amount of $37,715.29, Public Outreach in the amount of $5,083.56, Structural Engineering in the amount of $258,568.38 and Upland Connections in the amount of $5,000.00, with a maximum indebtedness to the City in the amount of $789,889.41 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

WJJ/lw

Attachment: Exhibits A & B
JSEB Participation

cc: Lori West, Contract Specialist, Engineering & Construction Management

CITY OF JACKSONVILLE
ACCOUNTING DIVISION
CONTRACT ENCUMBRANCE DATA SHEET
FISCAL YEAR: 19/20

The Haskell Company — Vendor Name:
592387450-01 — Tax ID Number:
Vendor's e-mail address

New Vendors or changes in vendor information (i.e. address) W-9 is required.
W-9 attached? YES NO

Department / Division: PW/EN

Department Contact Person for Contract: Lori West

Department Contact phone #: 255-8759 Contact e-mail: lwest@coj.net

Contract to be Paid by (method):
☑ Contract Payment ☐ Master PO and/or Purchase Order ☐ Check Request ☐ No Payments (Only Agreements)

Any other special payment instruction or important information should be listed below:

Professional Design Services for the Southbank Riverwalk Extension
P-10-19

Account Code Information: (for multiple accounts - use additional sheet if necessary)

| | | | |
|---|---|---|---|
| Index Code: | RPCP32EF5720 | | |
| Subobject: | 69505 | | |
| Dollar Amount: | $789,889.41 | | |
| Project / Proj. Detail: | PR0115 4 | | |
| Grant / Grant Detail: | | | |

Unit Price Supply Contract/(PO)? Yes / No Multi-Year Contract? Yes / No (if yes see below)

Grant Funding: Does the funding for the encumbrance cross our fiscal years? YES / NO
If Yes, current F/Y encumbrance $ _____ Encumbrance next F/Y $ _____

**NOTE: If grant funds cross fiscal years, no other authorization or signing is needed for the next year's encumbrance.**

If Multi-Year Contract, please break down funding below. Any adjustments (i.e. CPI) in future periods? Yes_____ No _____

| Period | Fiscal Year | Index | Subobject | Project # | Detail | Grant # | Grant Detail | Dollar Amount |
|---|---|---|---|---|---|---|---|---|
| Year 1 | | | | | | | | |
| Year 2 | | | | | | | | |
| Year 3 | | | | | | | | |
| Year 4 | | | | | | | | |
| Year 5 | | | | | | | | |
| | | | | | | | Total | |

For Multi-Year Contracts, the Budget Division confirms that funds are anticipated to be budgeted and made available from the appropriate account to encumber the amounts listed above for each fiscal year for the referenced contract.

Print: _____
(Budget Officer or Designee)

Sign: _____ Date: _____
(Budget Officer or Designee)

**NOTE: Attach original contract encumbrance data sheet to the legal request and send a copy to the Accounting Division**

EXHIBIT A

HASKELL

**Matthew E. Dahlberg**
*Design Manager*

October 28, 2019

Re: Southbank Riverwalk (SBRW) Extension
COJ# P-1019
Phase I Proposal
**Professional Design Services (R3A)**

Mr. Robert Scott
City of Jacksonville Public Works
Ed Ball Building
214 North Hogan Street, Floor 10
Jacksonville, Florida 32202

Dear Mr. Scott:

We are pleased to present this design Phase I services letter for planning, architectural, engineering, and permitting services for the proposed **Southbank Riverwalk Extension (SBRW)** project for the City of Jacksonville (COJ). This letter sets forth the cost of various services and the steps to proceed with the design process. The professional design services are broken as follows:

## PHASE I – PRELIMINARY DESIGN SERVICES

This phase, which has four sub-components is performed in advance of the finalization of Design:

- Phase I-A – Schematic Design (30%)
- Phase I-B – Design Development (60%)
- Phase I-C – Permit Issue (90%)
- Phase I-D – Construction Issue.

## PHASE I-A - SCHEMATIC DESIGN (30%)

Services
This phase of the work provides those items necessary to develop a plan and scope of work that meets all stakeholders' needs and involves the following:

- One Interactive workshop with the COJ and 3rd party stakeholders, to finalize the alignment and upland connection points of the **SBRW**
- Develop a facilities list of both required and desired amenities
- Code research and evaluation
- Develop a concept layout
- Review of cities independent estimate Identify all permitting requirements and facilitate pre-submittal meetings with each regulatory agency
- Research and obtain available existing drawings associated with the **SBRW**, improvements to Fuller Warren pedestrian bridge connection
- Develop a new base file to incorporate all survey data, whether existing or newly developed under this scope. Plan sheets with data will be produced for use by the various disciplines

on the project. The project vertical datum will be established, as will the horizontal coordinate system. The base files will show the outline of the extents of the submerged land lease and the existing upland property bulkhead line

- Initiate multibeam hydrographic surveying, side scan sonar investigations and electronically map the results of this effort. In general, an area of 34' from the bulkhead face along the river bottom will be sounded and bathymetric contours will be produced. At the connection points to the existing structure, elevations will be taken to establish the existing grading of the area. Includes survey of bulkhead elevations at the connection points. The entire length of the bulkhead will be scanned with side scan sonar equipment to attempt to identify the bottom condition and locate the extents of rubble slopes along the face of the adjacent bulkheads. This is important to identify potential pile driving and construction conflicts. Once the project has progressed to the permitting phase, a survey and legal description of the new structure will be produced as required by the submerged land lease process
- The existing borings and associated data will be collected and examined. The existing data will be augmented with the additional collection of ten (10) new Standard Penetration Test (SPT) borings as determined by the geotechnical and structural engineer. The new borings will be analyzed and foundation recommendations will be provided. We will manage the drilling, and the production of the new report and will perform an independent verification of the results of the exploration program
- An allowance is included for upland surveying to be used at the connection points.

(Note: Phase I services do not include, surveying, platting, zoning, land acquisition or securing entitlements related to the proposed upland connection points. A **reimbursable survey budget is included** if such additional services are required.)

<u>Deliverables</u>

- An overall map of the existing conditions as specified in the data collection effort above with the initial new **SBRW** alignment.
- Overall design and permitting schedule
- **30% Design Documents** including preliminary plans, outline specifications, permit drawings, and permit applications. The following drawings will be provided for the City of Jacksonville review at 30%. The submittal will be in electronic format as PDF files. With the exception of the permit sketches, the drawings will be produced as native 24x36 documents.
  - Cover Sheet
  - General Information Sheets
  - General Notes Sheet
  - Existing conditions (Survey)
  - Plan Sheets at 1" = 20' scale depicting the alignment of the **SBRW** & connection points
  - Pertinent Typical sections depicting the structural configuration of the **SBRW**
  - Plan sheets on 8 ½" x 11" for use in the permitting efforts.
  - Outline Specifications
  - Geotechnical Report
  - Hydrographic and Land Survey
  - Side Scan Sonar Investigation Report

Deliverables (cont.)

- **Sovereign Submerged Land Lease (Survey Phase)**
  - Survey: Provide all the SLL application information, complete the checklist, etc. per state requirements (proposal attached)
  - Design Coordination: Provide site plans to submit with the application, as described:
    - Two copies of a dimensioned site plan drawing(s) with the following requirements:
      a) Utilizing an appropriate scale on 8 1/2" × 11" size paper;
      b) Showing the approximate location of the mean high/ordinary high/or safe upland line;
      c) Showing the location of the shoreline vegetation, if existing;
      d) Showing the location of the proposed structures and any existing structures;
      e) Showing the applicant's upland parcel property lines;
      f) Showing the riparian lines; and
      g) Showing the primary navigation channels or direction to the center of the affected waterbody.

Schedule
The work described in Phase I-A will be completed within approximately 4 months from the date of COJ Notice to Proceed, per the attached Preliminary Schedule.

**PHASE I-B – DESIGN DEVELOPMENT (60%)**

This phase includes the services necessary to further develop the Design for **SBRW** to include COJ review comments. Haskell will proceed with this phase of the work upon completion of Phase I-A. More specifically, the work of this sub-phase includes the following:

- Produce a survey and legal description of the new structure as required by the submerged land lease process incorporating all comments from phase I-A
- Civil design to include grading of the areas around the connection points from the river walk to the upland properties, paving required in these areas, drainage design of the **SBRW** and landward connection points
- Preliminary furnishing and landscaping plan
- Design the stormwater pollution prevention systems required to obtain environmental permits for DEP approval
- Develop overall layout and alignment of new **SBRW** with control geometry, foundation layout, , pile capacity requirements, foundation layout and pile details, pile cap details, precast superstructure details, Cast in place superstructure details including curbs, Structural calculations for and detailing of handrail connections, Design and detailing of structural connections for deck furniture and other appurtenances, Attachment details for floating dock accommodation, Floating Dock performance specifications, Gangway accommodation and gangway performance specifications and Paver bedding details,
- Criteria and specifications for a test pile program will be developed
- Advance specification development for the **SBRW**

- Present completed design to the COJ and stakeholders and incorporate review comments
- Design the stormwater pollution prevention systems required to obtain environmental permits
- Submit completed design development for the following permits:
  - Downtown Development Review Board Presentation (Conceptual)
  - St Johns River Water Management District (SJRWMD) Environmental Resources Permit
  - Jacksonville Electric Authority (JEA)
  - United States Army Corp of Engineers
  - Florida Department of Environmental Protection
  - United States Coast Guard
  - City of Jacksonville's Development Services Review Submittals
  - Florida Wildlife Services and NOA fisheries

Deliverables

- **60% Design Documents:** including plans and specifications and permit applications will be produced. These plans will incorporate comments provided by the City of Jacksonville and Haskell. The following documents will be provided for the City of Jacksonville review at 60%:
  - Cover Sheets
  - General Information Sheets
  - General Notes Sheets
  - Boring Logs
  - Architectural Site Plans
  - Landscape and Irrigation Plans
  - Signage and Wayfinding Schedules
  - New Structure Plans including foundation layout and framing plans
  - Enlarged Plans at points of Connection
  - Typical Sections
  - Structure Sections and Details
  - Floating Dock Details
  - Paving and Drainage Details
  - Enlarged Civil Plans at connection points
  - Stormwater Pollution Prevention Plans for ERP
  - Mechanical and Electrical Plans, Details and Schedules

All work will be based on the plan that the COJ has reviewed in the Schematic Phase (Phase I-A).

Schedule

The work described in Phase I-B will be completed within approximately three months from the completion of Phase I-A, per the attached Preliminary Schedule.

**PHASE I-C - PERMIT ISSUE (90%)**

Services
Haskell will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work includes the following:

- Detail Specifications for each CSI Division applicable to the project, with the inclusion of applicable City of Jacksonville front end specifications will be modified for inclusion into the construction documents
- Complete Design Development design and specifications for the **SBRW**
- Present completed design to the COJ and stakeholders and incorporate review comments
- Submit completed design for the following review/permits:
  - Downtown Development Review Board Presentation (Final)
  - COJ Site Clearing Permit
  - Jacksonville Electric Authority (JEA)
  - COJ Development Services Review Submittal (2nd Round)
  - FDEP Generic Permit for Stormwater Discharge Re-submittals for SJRWMD Environmental Resource Permit.
  - All work will be based on the plan that has been approved in the previous phases. Minor modifications may be required to satisfy Code requirements, but no additional programming is included in this phase of the Work.

Deliverables

- All revised drawings as listed above related to re-submission to permit agencies.
- Receipt of all permits for construction.
- **Sovereign Submerged Land Lease (Application Phase)**
  - Preparation of a Submerged Land Lease permit application and documentation
  - Coordination with Baptist Representatives.
  - Submit all required documentation to FDEP on behalf of the City - submit Section F of the Environmental Resource Permit (ERP) application.

Schedule

The work described in Phase I-C will be completed within approximately two months from the date of completion of Phase I-B (does not include permit agency review times), per the attached Preliminary Schedule.

**PHASE I-D – CONSTRUCTION ISSUE**

Haskell will proceed with this phase of the work upon completion of Phase I-C. More specifically, the work includes the following:

- Incorporate all final permit comments from AHJ identified in section I-C.
- Present completed design to the COJ for final approval.
  - Bidding Support and Construction Services are not part of this proposal. These services are anticipated to be negotiated in the future.

**Fees**
Fees shall be billed monthly as progress payments and shall be paid by the COJ within 30 days of billing.

| | | |
|---|---|---|
| **Phase I-A Schematic** | | |
| **Sub-Total** | **$** | **319,528.99** |
| **Sovereign Submerged Land Lease** (Survey) | **$** | **26,560.42** |
| **Phase I-B Design Development** | | |
| **Sub-Total** | **$** | **183,200.00** |
| **Phase I-C Permit Issue** | | |
| **Sub-Total** | **$** | **120,618.53** |
| **Sovereign Submerged Land Lease** (Application) | **$** | **4,681.47** |
| **Phase I-D Construction Issue** | | |
| **Sub-Total** | **$** | **130,300.00** |
| **Owner Survey Allowance** | | |
| Surveying related to Upland Connection Points & Walkways | **$** | **5,000.00** |
| **Total Phase One Preliminary Service Fee** | **$** | **789,889.41** |

(Detailed breakdown of hours and rates are included in the attached COJ Contractor Fee Summary Formats)

If this design proposal meets with your approval, please indicate your acceptance by signing below. Please retain one copy and return one signed copy to us for our files. Thank you for the opportunity to be of service. We are looking forward to working with you.

Sincerely yours,

Matt Dahlberg
Design Manager

*Attachments:*
1. *Clarifications to Southbank Riverwalk Extension Contract.docx*
2. *SOJ SBRW Extension_Fee Structure_R3_2019-10-23.pdf*
3. *COJ Design Fee Summary Documents - R3A_2019-10-28.zip*

EXHIBIT A

## Clarification to Section 3 of the Professional Design Services for The Southbank Riverwalk Extension Contract

This Clarification shall be incorporated into Section 3 of the General Terms and Conditions of Agreement for Professional Design Services for The Southbank Riverwalk Extension, between The City of Jacksonville, Florida (the Buyer) and The Haskell Company (Contractor) and shall serve to modify the Contract as agreed upon by the parties. In the event of any conflict between this Clarification and the Contract, this Clarification shall prevail.

Section 3 shall be modified by inserting the following in to the Invoicing and Payment Section 3.16:

(d) Upon execution of the Contract, Contractor shall provide Buyer with written payment instructions and all necessary forms required by Buyer to effectuate payments to Contractor by wire transfer (the "Payment Information". Contractor shall submit the initial Payment Information to Buyer by certified mail or hand delivery only. If Buyer receives a request to change such Payment Information, Buyer agrees that it will not modify or make a change to this Payment Information without oral confirmation, followed by written confirmation, from Contractor's Chief Financial Officer or Contractor's VP of Finance. Buyer shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Buyer makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Contract.

EXHIBIT A

## Clarification to Section 3 of the Professional Design Services for The Southbank Riverwalk Extension Contract

This Clarification shall be incorporated into Section 3 of the General Terms and Conditions of Agreement for Professional Design Services for The Southbank Riverwalk Extension, between The City of Jacksonville, Florida (the Buyer) and The Haskell Company (Contractor) and shall serve to modify the Contract as agreed upon by the parties. In the event of any conflict between this Clarification and the Contract, this Clarification shall prevail.

Section 3 shall be modified by inserting the following as a new Section in the Terms and Conditions of Contract:

**Limitation of Liability.** The total liability of Contractor arising under, in connection with or out of this Contract, whether in contract, tort or any legal theory of recovery, shall be limited to the contract value under this Agreement.

EXHIBIT A

## Clarification to Section 3 of the Professional Design Services for The Southbank Riverwalk Extension Contract

This Clarification shall be incorporated into Section 3 of the General Terms and Conditions of Agreement for Professional Design Services for The Southbank Riverwalk Extension, between The City of Jacksonville, Florida (the Buyer) and The Haskell Company (Contractor) and shall serve to modify the Contract as agreed upon by the parties. In the event of any conflict between this Clarification and the Contract, this Clarification shall prevail.

Section 3 shall be modified by inserting the following as a new Section in the Terms and Conditions of Contract:

**Waiver of Consequential Damages.** Notwithstanding anything herein to the contrary, neither Contractor nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

EXHIBIT A

## Clarification to Attachment G of the Professional Design Services for The Southbank Riverwalk Extension Contract

This Clarification shall be incorporated into Attachment G of the General Terms and Conditions of Agreement for Professional Design Services for The Southbank Riverwalk Extension, between The City of Jacksonville, Florida (the Buyer) and The Haskell Company (Consultant) and shall serve to modify the Contract as agreed upon by the parties. In the event of any conflict between this Clarification and the Contract, this Clarification shall prevail.

Attachment G shall be modified by the following:

1. In the second line, strike "and agents" and add "and" before employees.
2. In the third line strike ", without limitation."
3. Add section: "Notwithstanding anything herein, The Consultant shall only be responsible for indemnifying the Indemnified Parties to the extent liability arises out of Consultant's actions or inactions."

# Clarification to Attachment H of the Professional Design Services for The Southbank Riverwalk Extension Contract

This Clarification shall be incorporated into Attachment H of the General Terms and Conditions of Agreement for Professional Design Services for The Southbank Riverwalk Extension, between The City of Jacksonville, Florida (the Buyer) and The Haskell Company (Consultant) and shall serve to modify the Contract as agreed upon by the parties. In the event of any conflict between this Clarification and the Contract, this Clarification shall prevail.

Attachment H shall be modified by the following:

1. In the first paragraph, third line strike: "(and Consultant shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable),"
2. In the Professional Liability Section, first line, strike: "be on a form acceptable to the City and shall"
3. In the Additional Insurance Provisions Section, subsection A second and third line strike: "City's members" (replace with "JEA, JAA, JHA and JPA and their") and strike "Agents" and add "and" before employees and after officers.
4. In the Additional Insurance Provisions Section, subsection B second and third line strike: "its members" (replace with "JEA, JAA, JHA and JPA and their") and strike "Agents" and add "and" before employees and after officers.
5. In the Additional Insurance Provisions Section, subsection E third and fourth line strike: "City's members" (replace with "JEA, JAA, JHA and JPA and their") and strike and "Agents" and add "or" before employees and after officers.
6. Add the following subsection to the Additional Insurance Provisions Section: "Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Consultant, which shall not be unreasonably withheld."

EXHIBIT B

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

## PART I - GENERAL

| | |
|---|---|
| **1. COJ SBRW Extension** | **2. Proposal No. / Contract No.**<br>**COJ# P-1019 / TBD** |
| **3. Haskell Architects & Engineers** | **4. Date of Proposal**<br>08/09/19 |

## PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Principal | $ 89.19 | 20 | $ 1,783.84 | 1,783.84 |
| Design Manager | $ 65.97 | 250 | $ 16,491.60 | 16,491.60 |
| Architectural Designer | $ 32.25 | 450 | $ 14,510.63 | 14,510.63 |
| Sr. Landscape Architect | $ 62.77 | 223 | $ 13,998.13 | 13,998.13 |
| Assoc. Landscape Architect | $ 32.25 | 550 | $ 17,735.21 | 17,735.21 |
| Plumbing Designer | $ 52.65 | 175 | $ 9,213.17 | 9,213.17 |
| Sr. Electrical Engineer | $ 81.94 | 150 | $ 12,291.47 | 12,291.47 |
| Electrical Designer | $ 49.37 | 200 | $ 9,874.97 | 9,874.97 |
| Quality Control Manager | $ 61.80 | 40 | $ 2,472.18 | 2,472.18 |
| Administrative Assistant | $ 36.65 | 125 | $ 4,581.06 | 4,581.06 |
| **TOTAL DIRECT LABOR** | $47.16 | 2183 | | $ 102,952.25 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | | 150 % x Total Direct Labor | | $ 154,428.38 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 257,380.63 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 25,738.06 |

## PART III - OTHER COSTS

| | | | |
|---|---|---|---|
| **9. Miscellaneous Direct Costs** | | | |
| Transportation & Shipping | | $ 0.00 | |
| Original Reproducibles | | $ 0.00 | |
| Reproduction | | $ 0.00 | |
| Other | | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | $ - |
| **10. SUBCONTRACTS** (REIMBURSABLE/NOT TO EXCEED) | | | |
| Surveying | ARC Surveying | $ 41,410.10 | |
| Geotechnical | Meskel & Associates | $ 158,993.39 | |
| Permitting | Wood Environmental | $ 37,715.29 | |
| Public Outreach | Acuity Design Group | $ 5,083.56 | |
| Structural Engineering | Jacobs Engineering | $ 258,568.38 | |
| | | $ | |
| SUB-CONTRACT SUB-TOTAL | | | $ 501,770.72 |
| TOTAL AMOUNT (Items 5, 6, 8, 9 and 10) | | | $ 784,889.41 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | |
| Allowance | Upland Connections | $ 5,000.00 | |
| | | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | $ 5,000.00 |

## PART IV - SUMMARY

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 789,889.41** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | **$ 789,889.41** |

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

### PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>Southbank Riverwalk Design - SSLL ONLY | **2. Proposal No. / Contract No.**<br>/ TBD |
| **3. Name of Consultant**<br>Arc Surveying & Mapping, Inc. | **4. Date of Proposal**<br>09/23/19 |

### PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Chief Surveyor | $ 62.50 | 35 | $ 2,187.50 | 2,187.50 |
| Party Chief | $ 34.91 | 40 | $ 1,396.40 | 1,396.40 |
| Instrument Person | $ 14.50 | 40 | $ 580.00 | 580.00 |
| Rodman | $ 12.00 | 40 | $ 480.00 | 480.00 |
| CADD Technician | $ 44.33 | 50 | $ 2,216.50 | 2,216.50 |
| Clerical | $ 19.00 | 10 | $ 190.00 | 190.00 |
| | | | $ 0.00 | 0.00 |
| **TOTAL DIRECT LABOR** | $32.79 | 215 | | $ 7,050.40 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 175 % x Total Direct Labor | | | $ 12,338.20 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 19,388.60 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 1,938.86 |

### PART III - OTHER COSTS

| **9. Miscellaneous Direct Costs** | **Specialized Equipment Hourly Rate:** | | | |
|---|---|---|---|---|
| Topographic Equipment | | $ | 24.25 | PER HOUR |
| Multibeam Hydrographic Equipment Rate | 0 | $ | 163.53 | PER HOUR |
| Singe Beam Hydrographic Equipment Rate | | $ | 79.51 | PER HOUR |
| Laser Scanning Survey Equipment Rate | 8 | $ | 130.61 | PER HOUR |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 5,232.96 |
| **10. SUBCONTRACTS (Lump Sum)** | | | | |
| | | $ | | |
| SUB-CONTRACT SUB-TOTAL | | | | $ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | $ 26,560.42 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | | |
| Survey (Arc Surveying & Mapping, Inc.) | | $ | 0.00 | |
| Geotechnical Investigations (Universal Eng. Sci.) | | $ | 0.00 | |
| Utility Coordination, Structural, QC (Ayres Assoc.) | | $ | 0.00 | |
| Environmental Wetlands (LG2) | | $ | 0.00 | |
| Tree Mitigation (King Engineering) | | $ | 0.00 | |
| Variable Message Sign (VMS) | | $ | 0.00 | |
| Permitting Services & Permit Fees | | $ | 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

### PART IV - SUMMARY

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 26,560.42** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | **$ 26,560.42** |

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

### PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>Southbank Riverwalk Design | **2. Proposal No. / Contract No.**<br>/ TBD |
| **3. Name of Consultant**<br>Arc Surveying & Mapping, Inc. | **4. Date of Proposal**<br>07/29/19 |

### PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Chief Surveyor | $ 62.50 | 10 | $ 625.00 | 625.00 |
| Party Chief | $ 34.91 | 32 | $ 1,117.12 | 1,117.12 |
| Instrument Person | $ 14.50 | 32 | $ 464.00 | 464.00 |
| Rodman | $ 12.00 | 32 | $ 384.00 | 384.00 |
| CADD Technician | $ 44.33 | 12 | $ 531.96 | 531.96 |
| Clerical | $ 19.00 | 3 | $ 57.00 | 57.00 |
| | | | $ 0.00 | 0.00 |
| **TOTAL DIRECT LABOR** | $26.27 | 121 | | $ 3,179.08 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 175 % x Total Direct Labor | | | $ 5,563.39 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 8,742.47 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 874.25 |

### PART III - OTHER COSTS

| **9. Miscellaneous Direct Costs** | **Specialized Equipment Hourly Rate:** | | |
|---|---|---|---|
| Topographic Equipment | | $ 24.25 | PER HOUR |
| Multibeam Hydrographic Equipment Rate | 32 | $ 163.53 | PER HOUR |
| Singe Beam Hydrographic Equipment Rate | | $ 79.51 | PER HOUR |
| Laser Scanning Survey Equipment Rate | | $ 130.61 | PER HOUR |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | $ 5,232.96 |
| **10. SUBCONTRACTS (Lump Sum)** | | | |
| | | $ | |
| SUB-CONTRACT SUB-TOTAL | | | $ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | $ 14,849.68 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | |
| Survey (Arc Surveying & Mapping, Inc.) | | $ 0.00 | |
| Geotechnical Investigations (Universal Eng. Sci.) | | $ 0.00 | |
| Utility Coordination, Structural, QC (Ayres Assoc.) | | $ 0.00 | |
| Environmental Wetlands (LG2) | | $ 0.00 | |
| Tree Mitigation (King Engineering) | | $ 0.00 | |
| Variable Message Sign (VMS) | | $ 0.00 | |
| Permitting Services & Permit Fees | | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | $ - |

### PART IV - SUMMARY

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 14,849.68** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | **$ 14,849.68** |

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

**PART I - GENERAL**

| | |
|---|---|
| **1. Project**<br>P-10-19 Professional Design Services for the Southbank Riverwalk Extension | **2. Proposal No. / Contract No.**<br>/ TBD |
| **3. Name of Consultant**<br>MESKEL & ASSOCIATES ENGINEERING | **4. Date of Proposal**<br>08/23/19 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| **Principal** | $ 57.70 | 10 | $ 577.00 | 577.00 |
| **Project Manager/Senior Engineer** | $ 48.07 | 30 | $ 1,442.10 | 1,442.10 |
| **Staff Engineer** | $ 30.40 | 96 | $ 2,918.40 | 2,918.40 |
| **Drafter** | $ 24.50 | 16 | $ 392.00 | 392.00 |
| **Senior Field Inspector** | $ 30.25 | 24 | $ 726.00 | 726.00 |
| **Field Inspector** | $ 20.50 | 40 | $ 820.00 | 820.00 |
| **Clerical** | $ 22.00 | 2 | $ 44.00 | 44.00 |
| **TOTAL DIRECT LABOR** | $31.83 | 216 | | $ 6,875.50 |
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | | | |
| Overhead Rate | 175 % x Total Direct Labor | | | $ 12,032.13 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | | | $ 18,907.63 |
| **8. PROFIT: Labor Related Costs (Item 7)** | | x | 10% | $ 1,890.76 |

**PART III - OTHER COSTS**

| | | | | |
|---|---|---|---|---|
| **9. Miscellaneous Direct Costs** | | | | |
| **Field Exploration** | | | | |
| Mobilization of Crew & Eq. -Truck Mounted Rig | 1 | $450.00 | $ 450.00 | |
| Movement of Crew & Eq. Between Boreholes | 12 | $165.00 | $ 1,980.00 | |
| Work Boat, per week | 2 | $1,200.00 | $ 2,400.00 | |
| SPT Boring - Water: 0 to 30 feet | 0 | $22.00 | $ 0.00 | |
| SPT Boring - Water: 30 to 50 feet | 150 | $25.00 | $ 3,750.00 | |
| SPT Boring - Water: 50 to 100 feet | 420 | $28.00 | $ 11,760.00 | |
| SPT Boring - Water: 100 to 150 feet | 150 | $31.00 | $ 4,650.00 | |
| Wash Borings - Land: 0 to 50 feet, per foot | 350 | $7.00 | $ 2,450.00 | |
| SPT Borings - Land: 50 to 100 feet, per foot | 0 | $14.00 | $ 0.00 | |
| Grouting Borings, per foot | 1090 | $6.50 | $ 7,085.00 | |
| Temporary Casing, 4-inch, per foot | 450 | $10.00 | $ 4,500.00 | |
| **Laboratory Testing** | | | | |
| Natural Moisture Content, ea. | 30 | $10.00 | $ 300.00 | |
| Percent Passing No. 200 Sieve, ea | 30 | $35.00 | $ 1,050.00 | |
| Soil Gradation, ea | 4 | $60.00 | $ 240.00 | |
| Organic Content, ea | 8 | $40.00 | $ 320.00 | |
| Atterberg Limits, ea | 8 | $80.00 | $ 640.00 | |
| Corrosion Series, ea | 2 | $160.00 | $ 320.00 | |
| | | | $ 0.00 | |
| | | | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | | | $ 41,895.00 |
| **10. SUBCONTRACTS (Lump Sum)** | | | | |
| Hal Jones Contractor - Spud Barge Rental | | | $ 96,300.00 | |
| SUB-CONTRACT SUB-TOTAL | | | | $ 96,300.00 |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | | | $ 158,993.39 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | | | |
| | | | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 158,993.39** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | $ 158,993.39 |

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

### PART I - GENERAL

| | |
|---|---|
| **1. Project**<br>Southbank Riverwalk Extension | **2. Proposal No.** / P-10-19 |
| **3. Name of Consultant**<br>Wood PLC | **4. Date of Proposal**<br>10/23/19 |

### PART II - LABOR RELATED COSTS

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal | $ 88.48 | 5 | $ 442.40 | 442.40 |
| Project Manager | $ 56.92 | 70 | $ 3,984.40 | 3,984.40 |
| Principal Engineer | $ 74.12 | 8 | $ 592.96 | 592.96 |
| Senior Engineer | $ 61.85 | 75 | $ 4,638.75 | 4,638.75 |
| Scientist | $ 49.36 | 20 | $ 987.20 | 987.20 |
| Project Coordinator | $ 24.99 | 50 | $ 1,249.50 | 1,249.50 |
| Clerical | $ 20.45 | 30 | $ 613.50 | 613.50 |
| **TOTAL DIRECT LABOR** | | 258 | | $ 12,508.71 |

| | | |
|---|---|---|
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | |
| Overhead Rate | 166.58 % x Total Direct Labor | $ 20,837.01 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | $ 33,345.72 |
| **8. PROFIT: Labor Related Costs (Item 7)** | x 10% | $ 3,334.57 |

### PART III - OTHER COSTS

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 810.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Other (Dive Equipment) | $ 225.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ 1,035.00 |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 37,715.29 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| SUB-TOTAL REIMBURSABLES | | $ - |

### PART IV - SUMMARY

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) | **$ 37,715.29** |
| (Items 5, 6, 8, 9, 10 and 11) | |

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

**PART I - GENERAL**

| | |
|---|---|
| **1. COJ SBRW Extension** | **2. Proposal No. / Contract No.**<br>**COJ# P-1019 / TBD** |
| **3. Acuity Design Group (ADG)** | **4. Date of Proposal**<br>08/09/19 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Project Principal | $ 62.00 | 31 | $ 1,922.00 | 1,922.00 |
| Design Manager | $ - | 0 | $ 0.00 | 0.00 |
| Architectural Designer | $ - | 0 | $ 0.00 | 0.00 |
| Sr. Landscape Architect | $ - | 0 | $ 0.00 | 0.00 |
| Assoc. Landscape Architect | $ - | 0 | $ 0.00 | 0.00 |
| Plumbing Designer | $ - | 0 | $ 0.00 | 0.00 |
| Sr. Electrical Engineer | $ - | 0 | $ 0.00 | 0.00 |
| Electrical Designer | $ - | 0 | $ 0.00 | 0.00 |
| Quality Control Manager | $ - | 0 | $ 0.00 | 0.00 |
| Administrative Assistant | $ 25.00 | 9 | $ 225.00 | 225.00 |
| **TOTAL DIRECT LABOR** | $53.68 | 40 | | $ 2,147.00 |

| | | |
|---|---|---|
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | |
| Overhead Rate | 115.25 % x Total Direct Labor | $ 2,474.42 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | $ 4,621.42 |
| **8. PROFIT: Labor Related Costs (Item 7)** | x 10% | $ 462.14 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 0.00 | |
| Other | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ - |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 5,083.56 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | **$ 5,083.56** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | $ **5,083.56** |

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

**PART I - GENERAL**

| | |
|---|---|
| **1. SBRWExtension** | **2. Proposal No. / Contract No.** **P-10-19** TBD |
| **3. Jacobs** | **4. Date of Proposal** 07/26/19 |

**PART II - LABOR RELATED COSTS**

| **5. Direct Labor** | Hourly Rate | Estimated Hours | Estimated Cost | TOTAL |
|---|---|---|---|---|
| Principal | $ 95.50 | 12 | $ 1,146.00 | 1,146.00 |
| Project Manager | $ 92.00 | 210 | $ 19,320.00 | 19,320.00 |
| Prcincipal Engineer | $ 86.50 | 55 | $ 4,757.50 | 4,757.50 |
| Senior Engineer | $ 59.50 | 440 | $ 26,180.00 | 26,180.00 |
| Engineer | $ 42.00 | 440 | $ 18,480.00 | 18,480.00 |
| Desginer/CAD | $ 41.50 | 550 | $ 22,825.00 | 22,825.00 |
| Contract Coordinator | $ 34.50 | | $ 0.00 | 0.00 |
| Clerical | $ 22.00 | 40 | $ 880.00 | 880.00 |
| **TOTAL DIRECT LABOR** | $53.57 | 1747 | | $ 93,588.50 |

| | | |
|---|---|---|
| **6. Overhead (Combined Fringe Benefit & Administrative)** | | |
| Overhead Rate | 150 % x Total Direct Labor | $ 140,382.75 |
| **7. SUBTOTAL: Labor + Overhead (Items 5 & 6)** | | $ 233,971.25 |
| **8. PROFIT: Labor Related Costs (Item 7)** | x 10% | $ 23,397.13 |

**PART III - OTHER COSTS**

| | | |
|---|---|---|
| **9. Miscellaneous Direct Costs** | | |
| Transportation & Shipping | $ 0.00 | |
| Original Reproducibles | $ 0.00 | |
| Reproduction | $ 1,200.00 | |
| Other | $ 0.00 | |
| MISCELLANEOUS DIRECT COSTS SUB-TOTAL | | $ 1,200.00 |
| **10. SUBCONTRACTS (Lump Sum)** | | |
| | $ | |
| SUB-CONTRACT SUB-TOTAL | | $ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10) | | $ 258,568.38 |
| **11. REIMBURSABLE COSTS (Limiting Amount)** | | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| | $ 0.00 | |
| SUB-TOTAL REIMBURSABLES | | $ - |

**PART IV - SUMMARY**

| | |
|---|---|
| 12. TOTAL AMOUNT AMENDMENT NO. 0 (Lump Sum + Reimbursables) (Items 5, 6, 8, 9, 10 and 11) | $ **258,568.38** |
| 13. CURRENT CONTRACT AMOUNT | |
| 14. AMENDED CONTRACT AMOUNT | $ **258,568.38** |

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

Name of Proposer: **Haskell**

Project Title: **Professional Design Services for The Southbank Riverwalk Extension**

Proposal Number: **P-10-19** Total Base Proposal Amount (if applicable): **$ 789,889.41**

*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 |
|---|---|---|---|
| **Acuity Design Group** | **African American, Women** | City & Public Communications | $5,083.56 (0.64%) |
| **Meskel & Associates** | **Women** | Geotechnical – Site & Surface, Test Borings | $158,993.39 (20.13%) |
| **ARC Surveying** | | Hydrographic & Side-scan Surveys. SSLL Survey | $41,410.10 (5.24%) |
| **ARC Surveying** | | Allowance: Upland Connections Survey | $5,270.00 (0.67%) |
| **Wood Environmental** | | Permitting Services. SSLL Permitting. | $37,715.29 (4.77%) |
| **Jacobs Engineering** | | Structural Design for Riverwalk, docks & railings | $258,568.38 (32.73%) |
| **Haskell** | | Design Management, Landscape, Plumbing & Electrical Engineering | $283,118.69 (35.84%) |
| | | | |

Attach additional list of subcontractors/sub-consultants as needed

| CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES | |
|---|---|
| African-American Participation Total | **ADG = $5,083.56** (0.64%) |
| Hispanic-American Participation Total | |
| Native-American Participation Total | |
| Asian-American Participation Total | |
| Women Participation Total | **Meskel = $158,993.39** (20.13%) |
| Non-MBE Participation Total | **$ 625,812.46** (79.23%) |

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: Title: DESIGN MANAGER, ARCHITECT Date: November 8, 2019

Print Name: MATTHEW DAHLBERG

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

Name of Proposer: **Haskell**

Project Title: **Professional Design Services for The Southbank Riverwalk Extension**

Proposal Number: **P-10-19** Total Base Proposal Amount (if applicable): **$ 789,889.41**

*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 |
|---|---|---|---|
| **Acuity Design Group** | **African American, Women** | City & Public Communications | $5,083.56 (0.64%) |
| **Meskel & Associates** | **Women** | Geotechnical – Site & Surface, Test Borings | $158,993.39 (20.13%) |
| **ARC Surveying** | | Hydrographic & Side-scan Surveys. SSLL Survey | $41,410.10 (5.24%) |
| **ARC Surveying** | | Allowance: Upland Connections Survey | $5,270.00 (0.67%) |
| **Wood Environmental** | | Permitting Services. SSLL Permitting. | $37,715.29 (4.77%) |
| **Jacobs Engineering** | | Structural Design for Riverwalk, docks & railings | $258,568.38 (32.73%) |
| **Haskell** | | Design Management, Landscape, Plumbing & Electrical Engineering | $283,118.69 (35.84%) |
| | | | |

Attach additional list of subcontractors/sub-consultants as needed

| CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES | |
|---|---|
| African-American Participation Total | **ADG = $5,083.56** (0.64%) |
| Hispanic-American Participation Total | |
| Native-American Participation Total | |
| Asian-American Participation Total | |
| Women Participation Total | **Meskel = $158,993.39** (20.13%) |
| Non-MBE Participation Total | **$ 625,812.46** (79.23%) |

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: Title: DESIGN MANAGER, ARCHITECT Date: November 8, 2019

Print Name: MATTHEW DAHLBERG

ARC SURVEYING & MAPPING, INC.

SCHEDULE OF DIRECT LABOR,
FRINGE BENEFITS AND GENERAL OVERHEAD

FOR THE YEAR ENDED DECEMBER 31, 2018

Together With Independent Accountant's Report

**Robert E. Burke**
*Certified Public Accountant*

(904) 260-3812

3000 Hartley Road, Suite 7
Jacksonville, FL 32257-8201

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**Robert E. Burke**

Certified Public Accountant and Consultant

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Member:
Florida Institute of Certified Public Accounts
American Institute of Certified Public Accountants
New Jersey Society of Certified Public Accountants

# INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Directors of
Arc Surveying & Mapping, Inc.

I have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred to as "overhead schedule" or "the Schedule") for the fiscal year ended December 31, 2018. The Schedule is the responsibility of the Company's management. My responsibility is to express an opinion on the Schedule based on my audit.

I conducted my audit in accordance with generally accepted auditing standards and the financial audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Indirect Cost Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Schedule. I believe that my audit provides a reasonable basis for my opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other Federal and State regulations as discussed in Note 2, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In my opinion, the overhead schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended December 31, 2018 on the basis of accounting described in Note 2.

In accordance with the Government Auditing Standards I have issued a report dated June 14, 2019 on my consideration of the Company's internal controls and its compliance with laws and regulations. This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

Robert E. Burke
Certified Public Accountant

June 14, 2019

**ARC SURVEYING AND MAPPING, INC.**
**SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**
**FOR THE YEAR ENDED DECEMBER 31, 2018**

| | Company | Adjustments | Notes | FAR | Direct |
|---|---|---|---|---|---|
| **Direct Labor** | $ 1,022,844 | $ | | $ 1,022,844 | 100.00% |
| **Indirect Costs** | | | | | |
| **Fringe Benefits** | | | | | |
| Paid Time Off | $ 143,206 | $ | | $ 143,200 | 14.00% |
| Workmen's Compensation Insurance | 8,044 | | | 8,044 | 0.79% |
| Group Health Insurance | 195,888 | | | 195,888 | 19.15% |
| Payroll Tax Expense | 153,393 | | | 153,393 | 15.00% |
| Benefit Plan Compliance Fees | 825 | | | 825 | .08% |
| Fringe Benefit-Bonus | 12,157 | | | 12,157 | 1.19% |
| Fringe Benefit-Retirement | 63,105 | | | 63,105 | 6.17% |
| Life Insurance - Key Employee | 9,238 | (9,238) | a | - | 0.00% |
| Total fringe benefits | $ 585,855 | $ (5,348) | | $ 576,617 | 56.36% |
| **General Overhead** | | | | | |
| Indirect Labor | $ 918,091 | $ (40,453) | b | $ 877,638 | 85.80% |
| Overtime differential | 61.330 | | | 61,330 | 6.00% |
| Marketing & Business Development(Trade Show) | 11,897 | (11,897) | c | - | 0.00% |
| Advertising | 38,580 | (38,580) | d | - | 0.00% |
| Amortization | 8,557 | (8,557) | e | - | 0.00% |
| Attorney/Payroll/Accounting Services | 25,343 | | | 25,343 | 2.48% |
| Bad Debt Expense | 1,409 | (1,409) | r | - | 0.00% |
| Bank Charges | 1,692 | (1,692) | f | - | 0.00% |
| Business & Professional Licenses | 3,829 | | | 3,829 | 0.37% |
| Business Insurance | 100,084 | | | 100,084 | 9.78% |
| Contributions | 3,508 | (3,508) | g | - | 0.00% |
| Depreciation | 124,779 | (100,087) | h | 24,692 | 2.41% |
| Dues & Subscriptions | 6,464 | | | 6,464 | .63% |
| Employee Travel & Meals & Entertainment | 34,995 | (34,995) | i | - | 0.00% |
| Interest | 38,981 | (38,981) | j | - | 0.00% |
| Office Expense & Supplies | 117,037 | (16,075) | k | 100,692 | 9.87% |
| Office Rent | 29,278 | | | 29,278 | 2.86% |
| Outside Labor-Sub Contractor | 308,971 | (308,971) | l | - | 0.00% |
| Penalties and Late Fees | 234 | (234) | p | - | 0.00% |
| Postage & Courier | 6,152 | | | 6,162 | 0.60% |
| Repairs & Maintenance | 117,609 | (101,523) | m | 16,086 | 1.75% |
| Surveying Supplies | 56,859 | (56,859) | n | - | 0.00% |
| Taxes | 72,590 | (23,708) | r | 48,882 | 4.78% |
| Telephone and Pagers | 31,690 | | | 31,690 | 3.10% |
| Training/Education | 3,300 | | | 3,300 | 0.32% |
| Utilities | 8,138 | | | 8,138 | 0.80% |
| Vehicle Expense | 44,468 | (44,684) | q | - | 0.00% |
| Total general overhead | $ 2,176,080 | $ (832,213) | | $ 1,343,867 | 131.40% |
| Total fringe benefits and general overhead | $ 2,761,935 | $ (841,451) | | $ 1,920,484 | 187.76% |

Proprietary Information - See FAR 3.104-4(j)(i) and 3.104-5

See notes to schedule of direct labor, fringe benefits and general overhead

# Arc Surveying & Mapping, Inc.
# Notes to Schedule of Direct Labor, Fringe Benefits and General Overhead
# For the Year Ended December 31, 2018

## NOTE 1: NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

### A. THE COMPANY:

Arc Surveying & Mapping, Inc. (the Company) is a professional firm providing service in the areas of hydrographic and topographic surveying, mapping and structural monitoring and utility surveying. The Company's projects are diverse including providing bathymetric maps and conducting boundary and construction surveys.

The Company was founded in 1979, and its clients include private sector business, public utilities, contractors, and all levels of government. Revenues are derived from billings for services and reimbursement expense. Approximately 40% of the Company's contracts are governmental and the remaining 60% are private. Revenues are recognized on all contracts as costs are incurred.

### B. BASIS OF ACCOUNTING:

The Company's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR). Accordingly, the Schedule of Direct Labor, Fringe Benefits and General Overhead is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The allowability of costs is analyzed based upon regulations described in the previous paragraph. The life and depreciation method used by the company for fixed assets are in accordance with these regulations.

### C. ACCOUNTING SYSTEM:

The Company maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Direct costs incurred in providing services billed to clients at unit rates or on the basis of a published fee schedule are charged by functional accounts and costs. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

### D. OVERHEAD RATE STRUCTURE:

All overhead costs are allocated based on direct labor cost. Other direct project costs are consistently charged to all projects rather than to overhead.

Project labor is charged to projects at actual rates.

### E. LABOR-RELATED COSTS

Personal time off is charged to indirect costs as it is earned.

Premium overtime costs are incurred in meeting certain deadlines. The premium portion of paid overtime is included in indirect costs. The Company did not pay certain salaried employees for time worked in excess of 40 hours per week. The time in excess of 40 hours was credited to the indirect cost pool. The credit amount of $61,330 consisted of hours worked in excess of 40 at the employee's standard hourly rate.

Compensation paid to senior executives was below the FAR 31.205-6(p) limit.

**NOTE 1: (CONTINUED)**

**F. DIRECT EXPENSE RATE:**

Direct Expense Company-wide was based on the direct cost accumulated in the job costs and recorded. See Note 2 for the details of these accounts from the general ledger. No costs used to calculate the direct expense rate exceeded the $150 per night limitation (lodging), per chapter 2016-62, Laws Of Florida and that travel related costs are in compliance with Florida Statue 112.061.

The following tabulation summarizes the allowable overhead rates incurred Company-wide for the year ended December 31, 2018. The Company did not have any field office during the year 2018.

| | |
|---|---|
| Fringe Benefits Rate | 56.36% |
| General Overhead Rate | 131.40 |
| Combined Overhead Rate | 187.76% |

**NOTE 2: DIRECTLY BILLED EXPENSES:**

Direct job costs per FAR section 31.202 were as follows for the year ended December 31, 2018.

| | | |
|---|---|---|
| Direct Travel | $ | 34,907 |
| Per Diem Reimbursement | | 35,207 |
| Equipment Rental | | 49,292 |
| Direct Shipping | | 20504 |
| Vehicle Rental/Parking | | 10,375 |
| Field & Site Expense | | 8,013 |
| Fuel - Fleet Vehicles | | 58,029 |
| Lodging (Less excess of $5,015) | | 118,396 |
| Depreciation - Equipment | | 100,087 |
| Maintenance-Equipment, Software/Calibration | | 158,382 |
| | $ | 593,191 |
| % of Direct Labor | | 59.47% |

## NOTE 3: UNALLOWED COSTS:

The following amounts represents unallowable costs pursuant to
Federal Acquisitions Regulation
(Code of Federal Regulations, Title 48, Subparts 31.0, 31.1 and 31.2):

| Schedule Reference | FAR Adjustments/Description | Amount | Regulation |
|---|---|---|---|
| a | Unallowed Insurance – Key Employee | $ 9,238 | 31.205-19 |
| b | Unallowed Indirect Labor | 40,453 | 31.205-1 |
| c | Unallowed Marketing & Business Development (Trade Show) | 11,897 | 31.205-38 |
| d | Unallowed Advertising | 38,580 | 31.205-1 |
| e | Unallowed Amortization | 8,557 | 31.205-49 |
| f | Unallowed Bank Charges | 1,695 | 31.205-15, 31.205-20 |
| g | Unallowed Contributions | 3,508 | 31.205-8 |
| h | Reclassed Depreciation to Direct Expense (See Note 2) | 100,087 | 31.201-6, 31.205-11 |
| i | Unallowed Employee Travel & Meals & Entertainment | 34,995 | 31.205-14, 31.205-46 |
| j | Unallowed Interest | 38,981 | 31.205-20 |
| k | Reclassed Office Expense & Supplies (equipment) to Direct Expense (See Note 2) | 16,075 | 31.202 |
| l | Unallowed Outside Labor/Sub-Contractor | 308,971 | 31.202 |
| m | Reclassed Repair & Maintenance to Direct Expense (See Note 2) | 101,523 | 31.202 |
| n | Reclassed Surveying Supplies to Direct Expense | 56,859 | 31.202 |
| o | Unallowed Taxes | 23,708 | 31.205-41 |
| p | Unallowed penalties & Late fees | 234 | 31.205-15 |
| q | Unallowed Vehicle Expenses Repair/Maintenance | 44,468 | 31.202 |
| r | Unallowed Bad Debt Expense | 1,409 | 31.205 |
| * | Unallowed Direct Expense-Excess Lodging (see Note 2) Fl. Reg.2017.71 | 5,989 | 31.202 |
| * | Unallowed Direct Expense – Excessive Per Deim Expense (See Note 2) Fl. Reg.112.06 | 2,558 | 31.202 |
| | | $ 849,785 | |

## NOTE 4: FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include leasehold improvements, equipment, furniture and fixtures. The calculation was made as follows:

| | |
|---|---|
| Net book value of Corporate assets | $ 548,240 |
| Average Treasury rate | 3.0625 % |
| Computed facilities capital | $ 16,790 |
| Direct labor base | $ 1,022,844 |
| Cost-of-money rate | 1.64% |

# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL AND COMPLIANCE

Board of Directors
Arc Surveying

I have audited the overhead schedule of the Company for the fiscal year ended December 31, 2018 and have issued my report thereon dated June 14, 2019. I conducted my audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits (or examination level attestation engagements) contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**Internal Control Over Financial Reporting**

In planning and performing my audit, I considered the Company's internal control over financial reporting as a basis for designing my auditing procedures for the purpose of expressing an opinion on the schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal controls over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with Part 31 of the Federal Acquisition Regulation. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected, and corrected, on a timely basis.

My consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. I did not identify any deficiencies in internal control over financial reporting that I consider to be material weaknesses, as defined above.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Company's overhead schedule is free from material misstatement, I performed tests of the Company's compliance with certain provisions of laws, regulations, contracts, and grant agreements, including provisions of the applicable sections of Part 31 of the Federal Acquisitions Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of my audit, and accordingly, I do not express such an opinion. The results of my tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation. This report should not be used for any other purpose.

Robert E. Burke
Certified Public Accountant

June 14, 2019

# Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 22, 2019

Anoinette Meskel, President
MESKEL & ASSOCIATES ENGINEERING, PLLC
8936 Western Way, Suite 12
Jacksonville, Florida 32256

Dear Ms. Meskel:

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

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

- 10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2020 for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Field Overhead | Facilities Capital Cost of Money | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense | Field Direct Expense | Published Fee Schedule |
|---|---|---|---|---|---|---|---|
| 246.83% | 138.60% | 0.398% | Reimbursed | No | 1.40% | 0.00%* | Yes |

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

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

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

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

**Florida Department of Transportation**

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

August 9, 2018

James Horton, Senior Project Manager
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.
6256 Greenland Road
Jacksonville, Florida 32258

Dear Mr. Horton:

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

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

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

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.3 - Highway Materials Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI

Group 13 - Planning

13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

| Home/ Branch Overhead | Field Overhead | Premium Overtime | Reimburse Actual Expenses | Home Direct Expense | Field Direct Expense |
|---|---|---|---|---|---|
| 138.99% | 121.42% | Reimbursed | No | 27.59% | 21.33%* |

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

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

Sincerely,

Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

## West, Lori

**From:** Duckworth, Twane
**Sent:** Friday, November 15, 2019 12:10 PM
**To:** West, Lori
**Cc:** RiskReview; Willis, Ann; Verdejo Magras, Wanda
**Subject:** RE: FDOT Agreement 444238 ITD on Bay Street
**Attachments:** 444238-1 Unexecuted LAP Agreement.pdf

The terms as stated here in are acceptable to Risk Management.

This will conclude our review unless further notified.

Thanks,

Twane

---

**From:** West, Lori
**Sent:** Friday, November 15, 2019 12:08 PM
**To:** Duckworth, Twane
**Subject:** FW: FDOT Agreement 444238 ITD on Bay Street

Lori A. West
*Engineering Contract Specialist*
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923

---

**From:** West, Lori
**Sent:** Friday, October 11, 2019 2:07 PM
**To:** RiskReview <RiskReview@coj.net>
**Subject:** FDOT Agreement 444238 ITD on Bay Street

Please review the attached agreement for city risk so I may move forward with legislation.

Thank you,

Lori A. West
*Engineering Contract Specialist*
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923

## West, Lori

**From:** McCain, James
**Sent:** Friday, October 4, 2019 11:30 AM
**To:** West, Lori
**Cc:** Dwyer-Frazee, Ivy
**Subject:** RE: COJ - Southbank Riverwalk Extension - Design Contract Annotations

Lori,

Good morning. I have no problems with the request regarding Invoicing and Payment.

Risk Management will have to pass on the Limitation of Liability and Waiver of Consequential damages changes.

Jim

---

**From:** West, Lori
**Sent:** Thursday, September 26, 2019 11:03 AM
**To:** McCain, James
**Cc:** Dwyer-Frazee, Ivy
**Subject:** FW: COJ - Southbank Riverwalk Extension - Design Contract Annotations

Have you had a chance to review the additional comments from Haskell?

Lori A. West
*Engineering Contract Specialist*
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Phone: 904-255-8759
Fax: 904-357-5923

**From:** Scott, Robert <Scott@coj.net>
**Sent:** Thursday, September 26, 2019 10:58 AM
**To:** West, Lori <LWEST@coj.net>
**Subject:** FW: COJ - Southbank Riverwalk Extension - Design Contract Annotations

FYI

---

**From:** Scott, Robert
**Sent:** Thursday, September 19, 2019 8:32 AM
**To:** McCain, James
**Cc:** Dwyer-Frazee, Ivy; West, Lori; Hahn, David
**Subject:** FW: COJ - Southbank Riverwalk Extension - Design Contract Annotations

Haskell has some additional comments concerning the contract for the SBRW Extension.
See below in red.

Thank you.

Bob Scott
Project Manager

---

**From:** Rocheleau, Charlie E. [mailto:Charlie.Rocheleau@haskell.com]
**Sent:** Thursday, September 05, 2019 12:43 PM
**To:** Scott, Robert
**Cc:** Duckworth, Twane; McCain, James
**Subject:** FW: COJ - Southbank Riverwalk Extension - Design Contract Annotations

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

Good Morning Bob,

Appreciate the quick turnaround on the contract review, especially by Mr. Duckworth and Mr. McCain. As Mr. McCain points out and is correct, we (Haskell) should have brought up our concerns during the RFQ process as the city's documents clearly requests. As a follow up to this email chain, the following is a recap.

1. Attachment G – Appreciate Mr. Duckworth's acceptance of the minor edits.
2. Attachment H – Appreciate Mr. Duckworth's acceptance of the minor edits. I've reviewed with Vanessa McMillan, Haskell's Risk Manager.
    a. One item for clarification – we ask that we define the term "members" as (JEA, JHA, JPA and JAA)
3. Open items that Haskell would like the City to consider:
    a. 3.16 – Invoicing and Payment
        i. Haskell added some specific payment procedural language that we feel is minor and would not open the city to an appeal. In the recent past, Haskell was a victim of cybercrime. As a result we ask for this language to mitigate the potential for a reoccurrence. If more information is necessary, I'd be happy to connect you with our Legal.
    b. Limitation of Liability and Waiver of Consequential Damages - We typically will negotiate scope and fees along with project risks simultaneously due their inherent relationship. Realizing we were silent during the RFQ process with regards to the contract, we would like the city to consider the following provisions as standard and minor in nature and normal for the type of professional services to be provided under this agreement.
        i. Limitation of Liability – The total liability of Contractor arising under, in connection with or out of this Contract whether in contract, tort or any legal theory of recovery, shall be limited to the contract value under this agreement. Note: contract value is approx. $800K (subject to final negotiations with Bob Scott and others)
        ii. Waiver of Consequential Damages: Notwithstanding anything herein to the contrary, neither Contractor nor Owner shall be liable to theh other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.
4. Disregard all other edits previously made and sent to the City on the contract attached with the RFQ, but for the items listed above.

We look forward to finalizing the agreement and kicking off the design process.

Charlie Rocheleau
Division Leader

Municipal and Education Division

(954) 254-7009
Charlie.rocheleau@haskell.com

---

**From:** Scott, Robert [mailto:Scott@coj.net]
**Sent:** Wednesday, August 28, 2019 11:10 AM
**To:** Dahlberg, Matthew E. <Matthew.Dahlberg@haskell.com>
**Cc:** Rocheleau, Charlie E. <Charlie.Rocheleau@haskell.com>; Flagg, Chris <Chris.Flagg@haskell.com>; Ware, Chris W. <Chris.Ware@haskell.com>; Click, Carrie A. <Carrie.Click@haskell.com>
**Subject:** RE: COJ - Southbank Riverwalk Extension - Design Contract Annotations

Good morning Matt,

Attached are the emailed responses from Twane Duckworth, Chief of Risk Management, and Jim McCain, attorney in the Office of General Counsel.

Please let me know if you have any more questions or comments.
Thanks,

Bob

---

**From:** Dahlberg, Matthew E. [mailto:Matthew.Dahlberg@haskell.com]
**Sent:** Friday, August 16, 2019 1:28 PM
**To:** Scott, Robert
**Cc:** Rocheleau, Charlie E.; Flagg, Chris; Ware, Chris W.; Click, Carrie A.
**Subject:** COJ - Southbank Riverwalk Extension - Design Contract Annotations

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Bob Scott at COJ,

In our meeting earlier this week, you requested electronic copies of our contract markups. Please see the attached 2 separate contract markup files, each with tracked changes.

The first with file extension (1) has our legal team's comments and the second with the (2) extension has our Risk Management team's comments. At this time we are unable to combine them and still maintain the tracked changes but wanted to get them in your hands ASAP.

Please let us know if you have any questions or concerns. Have a great day.

**Matt Dahlberg**, AIA, DBIA, LEED+
*Design Manager*
[Licensed in: FL, MA, MD, NC, SC]

**O** 904.357.4209 | **F** 904.475.7529
matt.dahlberg@haskell.com
111 Riverside Avenue

Jacksonville, FL 32202
www.haskell.com

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**From:** Rocheleau, Charlie E.
**Sent:** Wednesday, August 14, 2019 6:40 PM
**To:** Dahlberg, Matthew E. <Matthew.Dahlberg@haskell.com>
**Cc:** Ware, Chris W. <Chris.Ware@haskell.com>
**Subject:** RE: COJ - Southbank Riverwalk Extension - Design Fee Documents

Did Chris send the contracts over by email for Bob Scott to route?

**From:** Dahlberg, Matthew E.
**Sent:** Wednesday, August 14, 2019 10:49 AM
**To:** hahn@coj.net; scott@coj.net
**Cc:** Flagg, Chris <Chris.Flagg@haskell.com>; Rocheleau, Charlie E. <Charlie.Rocheleau@haskell.com>
**Subject:** COJ - Southbank Riverwalk Extension - Design Fee Documents

Mr. Hahn & Mr. Scott at COJ,

During our meeting Monday, you requested electronic copies of our Design Fee and supporting documents.

Attached to this email, you will find a zip folder containing the following:

- Design Fee Summary Document
- COJ Contract Fee Summary sheets for all design partners, including overhead rates
- Audit information for any design partner with an overhead rate greater than 150%

Please review these documents and let me know if you need any further information.

Thank you and have a great day.

**Matt Dahlberg**, AIA, DBIA, LEED+
*Design Manager*
[Licensed in: FL, MA, MD, NC, SC]

**O** 904.357.4209 | **F** 904.475.7529
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