

**PUBLIC NOTICE  
AGENDA  
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**

**Thursday, August 1, 2019, 10:00 a.m.  
Eighth Floor, Conference Room 851  
Ed Ball Building, 214 N. Hogan Street  
Jacksonville, FL 32202**

Committee Members: Gregory Pease, Chairman  
Randall Barnes, Treasury  
James McCain, Jr., OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Michael Chao Kristin De Han	P-71-17	Contract Amendment No. 3 Asbestos Abatement Consulting Services Neighborhoods Department/Municipal Code Compliance Division	That Contract No. 10384 between the City of Jacksonville and Apex Companies, LLC, for Asbestos Abatement Consulting Services is amended to: (i) exercise the second renewal option extending the period of service from October 1, 2019 through September 30, 2020, with one renewal remaining; (ii) the maximum indebtedness shall remain a not-to-exceed amount of \$440,000.00. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/30/19	
William Joyce Jill Enz	P-54-18	Fee & Contract Negotiations Architectural and Engineering Services for Miscellaneous Park Improvements - Annual Contract - Southeast Department of Public Works	That the City of Jacksonville enter into a contract with the R-A-M Professional Group, Inc., for Architectural and Engineering Services for Miscellaneous Park Improvements-Annual Contract, that: (i) incorporates the attached Scope of Services identified as Exhibit 'A' and the attached Contract Fee Schedule identified as Exhibit 'B'; each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; (ii) the maximum indebtedness of the City pursuant to this agreement is \$2,000,000.00; (iii) the initial period of service will be from execution of the contract to two years with the option to extend such contract for two (2) additional 2-year periods upon satisfactory performance by the consultant. All other terms and conditions are per the City's standard contract language and as provided in the RFP.		
Tim Crutchfield Janice Lyons	P-10-15	Contract Amendment No.2 Postmortem Forensic Toxicology Services District IV Medical Examiner's Office	That Contract No. 10469 between the City of Jacksonville and National Medical Services, Inc., dba NMS LABS; for the provision of Postmortem Forensic Toxicology Services be amended to (i) exercise the second and final renewal option extending the period of service from October 1, 2019 through September 30, 2020; (ii) provide \$594,509.28 for the FY 2019 services and (iii) increase the maximum indebtedness by \$594,509.28 to a new not-to-exceed maximum of \$2,968,411.56. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	09/30/19	
Duane Kent Robert Skaltzky	P-47-18	Fee & Contract Negotiations Professional Design Services for Northbank Bulkhead Replacements Department of Public Works/Engineering & Construction Management Division	That the City of Jacksonville enter into a contract with HDR Engineering, Inc., for Professional Design Services for Northbank Bulkhead Replacements that: (i) incorporates the attached Scope of Services identified as Exhibit 'A' and the attached Contract Fee Schedule identified as Exhibit 'B'; each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto; (ii) the maximum indebtedness of the City pursuant to this agreement is \$2,200,000.00; (iii) the period of service is from execution of the contract to Project Completion. All other terms and conditions are per the City's standard contract language and as provided in the RFP.		

MEETING ADJOURNED:

cc: Council Auditor  
Subcommittee Members



ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

July 23<sup>rd</sup>, 2019

## MEMORANDUM

TO: Gregory Pease, Division Chief  
Procurement Division

07/23/19 11:47:21  
Procurement Division

FROM: Michael Chao, Division Chief   
Municipal Code Compliance Division

RE: P-71-17 - Request for Asbestos Consulting Services Contract Renewal

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Municipal Code Compliance Division requests to exercise the second of three renewal options for P-71-17 contract for Asbestos Consulting Services with Apex Companies, LLC. Renewal would extend the period of service from October 1<sup>st</sup>, 2019 through September 30<sup>th</sup>, 2020 with one renewal option remaining on terms mutually agreeable to the parties for fiscal year 19-20 services.

Please see Exhibit B.1 for fee sheet.

MC/kd

**Form 1 – Price Sheet**

NAME OF CONSULTANT: Apex Companies, LLC

Proposal Number: P-71-17

Fiscal Year: 2019-2020

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (Payable upon completion of project or upon completion of listed deliverables)  
\$795/survey, analytical & report
2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:  
  
Principal (Partner or Senior Officer): \$125.00 hr.  
  
Project Manager (Responsible Professional): \$85.00 hr.
3. Other Direct Project Costs per Unit (please specify)
  
4. Estimated percentage of total fee to be performed by sub-contractors: 30%
5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel.

Exhibit B.1



July 15, 2019

Mr. Michael Chao  
Code Enforcement Administrator  
Municipal Code Compliance Division  
214 N. Hogan Street, 1<sup>st</sup> Floor  
Jacksonville, FL 32202

**Subject: Asbestos Abatement Consulting Services (#P-71-17) Renewal**

Dear Mr. Chao:

Apex Companies, LLC ("Apex") is pleased to renew and extend our pricing for the above referenced services.

Apex appreciates the opportunity to provide these services to the City of Jacksonville. If you have any questions or need additional information, please do not hesitate to contact me at (813) 248-8558 or [Diane.Anderson@apexc.com](mailto:Diane.Anderson@apexc.com).

Thank you.

**SUBMITTED BY:**

Apex Companies, LLC

A handwritten signature in blue ink, appearing to read 'Diane Anderson', with a long horizontal flourish extending to the right.

Diane Anderson  
Division Manager





ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

Lenny Curry, Mayor

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

## MEMORANDUM

July 23, 2019

**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

Jill Enz, Manager,  
Parks Development and Natural Resources

**SUBJECT:** P-54-18 Architectural and Engineering Services for Miscellaneous Park Improvements-  
Annual Contract - Southeast  
Consultant Services Account Nos.: N/A  
Internal Services Account No.: RPOD011

07/25/19 10:38:06  
Procurement Division

The Engineering Division has negotiated with the consultant selected for Architectural and Engineering Services for Miscellaneous Park Improvements- Annual Contract resulting in the Scope of Services, Exhibit A and Contract Rate Schedules, Exhibit B, attached. 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 R-A-M Professional Group, Inc. for Architectural and Engineering Services for Miscellaneous Park Improvements- Annual Contract, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B". Each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto. The maximum indebtedness of the City pursuant to this agreement is \$2,000,000.00. The initial Period of Service will be for two (2) years with the option to extend such contract for two (2) additional two (2) year periods upon satisfactory performance by the Consultant. All other terms and conditions are as provided in the RFP and the City's standard contract language.

RGS/lw

Attachments: Exhibits A & B  
JSEB Participation

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

ab

### Scope of Work

The R-A-M Professional Group, Inc. ("Contractor") is to provide professional engineering, architecture, landscape architecture, planning, environmental assessment, geotechnical, surveying, environmental permitting, and all other services as may be needed by the City for miscellaneous improvements in existing or new parks located within the City of Jacksonville and South and East of the St. Johns River.

Typical improvements include, but are not limited to, general site improvements, restrooms, playscapes, lighting, landscaping, signage, sidewalks, multi-use paths and trails, basketball courts, fencing, sports fields, parking lots, new buildings and building improvements including mechanical systems and security systems. A detailed scope of services and fee therefore will be negotiated for each project on which the City requests services. Services may consist of a study, conceptual design, final design and/or post design services after design. Services for each project will be authorized by the issuance of separate Purchase Orders clearly stating the maximum fee for such services.

The exact number of projects anticipated to require services under this contract is not known at this time, but it is generally expected to be in the range of five (5) to ten (10) over the two (2) year initial term of this contract. However, the City does not guarantee this level of service and, in fact, may not need any services at all; or, conversely, may need much more services during the term of the contract.

It is anticipated that services will generally be performed in accordance with the following:

- A. The design/renovation of new or existing parks or recreational facilities is usually performed by a Contractor selected specifically for each project. However, numerous small projects are anticipated in this contract to improve various existing parks and facilities, and their designs can best be provided by a single Contractor under a continuing contract.
- B. Work by the Contractor may include, but not necessarily be limited to, the planning and design of improvements to recreational facilities such as both passive and active parks, playgrounds, ball fields, tennis courts, multi-use paths and trails, bleachers/stadiums, and other facilities usually associated with leisure or athletic activities. Such work may require planning, surveying, architecture, engineering (including civil, structural, mechanical, electrical, fire protection and others), recreational consulting, landscape architecture, site or drainage design, and/or other professional services primarily related to exterior improvements. Work may also include professional services related to buildings or structures or interior improvements.
- C. Design services under this contract, although primarily related to park improvement projects, may also include other Agency projects where the City may need architectural or engineering services.
- D. It is intended that Contractor's services will result in all drawings, specifications, and other documents needed for the City to acquire any necessary land or easements, adjust utilities and make connections thereto, seek bids, obtain permits, and contract for construction of each project. The Contractor may be required to prepare presentation materials illustrating concepts, participate in public meetings to obtain citizen input, and modify each design accordingly.
- E. Contractor's services on each project may be in several phases: Study/Conceptual Design (including master planning), Final Design, and Post Design Services, with separate negotiations and fees for each phase. At the City's option upon completion of each phase, Contractor's services may be extended to include the next phase after negotiation of mutually satisfactory terms.
- F. Services for each project including required completion dates for the various phases will be authorized by a separate purchase order, which establishes itemized services and fees therefore. In general, each project will be independent of other or previous projects and shall constitute a separate negotiated agreement. The City reserves the right to perform some of the work on any project and to specify the extent of work needed for each project.

- G. No assurance is given as to distribution of work required for the various design disciplines, and prospective Contractors are alerted that substantial work by a single design discipline may be needed on a specific project, or there may be many projects requiring the services of a single or few design disciplines. Furthermore, there may be no work required at all in some of the design disciplines included in this RFP.

**FORM 1  
SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR The R-A-M Professional Group, Inc.

Proposal Number P-54-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>65.00</u> hr.
Principal-In-Charge	\$ <u>60.00</u> hr.
Design Engineer (Registered)	\$ <u>50.48</u> hr.
Landscape Architect (Registered)	\$ <u>50.00</u> hr.
Surveyor (Registered)	\$ <u>46.00</u> hr.
Designer or Technician (Non-Registered)	\$ <u>40.00</u> hr.
Drafter or CADD Operator	\$ <u>36.54</u> hr.
Survey Crew Member	\$ <u>25.00</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>20.00</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 175 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

4. Cost of 4-man survey crew per 8 hour day (If applicable) \$ 520.00 hr.

5. Other Direct Project Costs per Unit (please specify)

<u>8 1/2 X 11 B&amp;W copies \$.10 each</u>	<u>11X17 Color copies \$.30 each</u>
<u>8 1/2 X 11 Color copies \$.25 each</u>	<u>24X36 Plots \$2.00 each</u>
<u>11X17 B&amp;W copies \$.12 each</u>	

6. Estimated percentage of total fee to be performed by subconsultants \_\_\_\_\_ %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

May 16, 2019

Mr. Wayne Reed, President  
R-A-M Professional Group, Inc.  
8298 Bayberry Road, Suite 1  
Jacksonville, FL 32256

RE: Estimated 2018 Overhead Percentage

Dear Wayne:

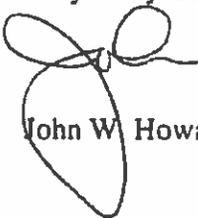
You have requested that we estimate an overhead percentage based upon the financial statements provided by you for 2018. To that extent we have estimated the following:

Fringe Benefits	19.5%
General Overhead	165.5%
Total Overhead	185%

Please note that this is an **unaudited** overhead rate and is based upon financial statements provided by you and it does **exclude** the facilities capital cost and money computation, therefore interest expense is not included in the overhead computation for our estimate.

If you have any questions, please feel free to contact me.

Very Truly Yours,



John W. Howard, CPA

JWH/tf

Form 1 - SCHEDULE OF PROPOSED PRICES/RATESNAME OF CONSULTANT: DRMP, INC.

Proposal Number: COJ P-54-18 - PROFESSIONAL DESIGN SERVICES FOR MISCELLANEOUS PARK IMPROVEMENTS SUBCOMMITTEE REPORT

## 1. Average hourly direct labor rates (without Fringe Benefits)

Principal Manager (Partner or Senior Officer)	\$72.00/hr.
Project Manager (Responsible Professional)	\$56.36/hr.
Technician (Non-Registered)	\$36.36/hr.
Party Chief	\$26.63/hr.
Instrument Man	\$16.50/hr.
Rodman	\$13.50/hr.
Drafter or CADD Operator	\$30.43/hr.
Field Supervisor	\$36.06/hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$22.54/hr.

- |   |      |
|---|------|
| 2. Total Overhead Rate (to be applied to Direct Labor: 150% maximum)      | 150% |
| 3. Profit Rate (to be applied to Direct Labor plus overhead: 10% maximum) | 10%  |

## 4. Other Direct Project Costs per Unit (please specify)

Subsurface Utility Engineering (Hourly Rates)

• Senior SUE Technician	\$100.00
• 2-Man Utility Designated/Locate Crew	\$140.00
• 3-Man Vacuum Excavation SUE Crew	\$205.00
• 4-Man Vacuum Excavation SUE Crew	\$240.00
• SUE Project Manager	\$135.00

Subsurface Utility Engineering (Replacement Materials)

- Bag of Concrete \$5.00/each
- Bag of Asphalt \$14.00/each

Maintenance of Traffic (MOT) if required

- Lane Closures \$450 (Per Setup)
- Lane Closures with Flaggers (2-lane 2-way) \$140 (Per Hour)
- Equipment Rental \$200 (Equipment)

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6. Estimated percentage of total fee to be performed by subconsultants 20.00%
7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

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CSI Geo, Inc.

LOADED MANHOURLY RATES BACK UP

Submittal Date: 5/14/2018  
Submitted to: RAM

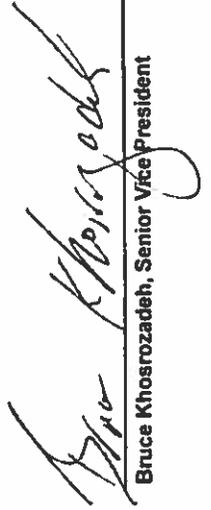
RFP: P-54-18 Professional Design Services for Miscellaneous Park Improvements

5/14/2018  
Date

Bruce Khosrozadeh, Senior Vice President  
NAME & TITLE OF CERTIFYING PERSONNEL

Personnel Classification	Name	Current Pay Rate	Classification Average	Overhead	Profit	Loaded Billable Rate
Project Manager	John Iya	67.23	67.23	200.00%	10.00%	221.86
Senior Geotechnical Engineer	John Iya	67.23	67.23	200.00%	10.00%	221.86
Geotechnical Engineer	Brad Sheffield	46.39				
	Nader Amer	45.42	45.91	200.00%	10.00%	151.49
Staff Geotechnical Engineer	Liam Capstick	35.10	35.10	200.00%	10.00%	115.83
CADD/Computer Technician	Bryan Mendoza	32.84	32.84	200.00%	10.00%	108.37
Geotechnical Technician	Anthony Watkins	25.00	25.00	200.00%	10.00%	82.50
Secretary/Clerical	Ben Gabnel	15.00	15.00	200.00%	10.00%	49.50

I hereby certify that the above current salary rates are the actual rates being paid to the individual employees listed as of the date shown below.

  
Bruce Khosrozadeh, Senior Vice President

5/14/2018  
Date



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

May 29, 2018

William Price, President  
CSI GEO, INC.  
2394 St. Johns Bluff Road South, Suite 200  
Jacksonville, Florida 32246

Dear Mr. Price:

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
  - 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

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	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
207.60%	96.90%	0.869%	Excluded	No	5.01%	0.36%*	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.

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

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

NAME OF CONTRACTOR

Environmental Resource Solutions

Proposal Number

P-54-18 Professional Design Services for Misc. Park Improvements

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	<u>\$ 84.13</u> hr.
Sr. Env. Scientist II	<u>\$ 53.30</u> hr.
Sr. Env. Scientist III	<u>\$ 48.08</u> hr.
Environmental Scientist I	<u>\$ 43.43</u> hr.
Environmental Scientist II	<u>\$ 40.56</u> hr.
Environmental Scientist III	<u>\$ 35.00</u> hr.
Environmental Scientist IV	<u>\$ 32.93</u> hr.
Environmental Technician I	<u>\$ 25.00</u> hr.
Environmental Technician II	<u>\$ 20.14</u> hr.
Environmental Technician III	<u>\$ 18.27</u> hr.
GIS Specialist	<u>\$ 29.81</u> hr.
CADD/Drafter	<u>\$ 25.00</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	<u>\$ 19.60</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 164.34 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

4. Cost of 4-man survey crew per 8 hour day (If applicable) \$            hr.

5. Other Direct Project Costs per Unit (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Estimated percentage of total fee to be performed by subconsultants NA %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Project Principal \$            hr.

Project Accountant \$            hr.

**Charlie Cruz**

**From:** Owens, Jeffrey <Jeffrey.Owens@dot.state.fl.us>  
**Sent:** Wednesday, June 13, 2018 8:55 AM  
**To:** Kell, Carliayn; Walls, Kelly  
**Cc:** Cook, Jon; Charlie Cruz  
**Subject:** Review self-certification information for Environmental Resource Solutions - FYE 12/31/17



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

Michael J. Dew  
SECRETARY

This Office has completed a review of the Self-Certification information submitted by Environmental Resource Solutions, Inc. for the period ending December 31, 2017. The rates we have accepted are listed below. The direct expense rate is limited to the department cap. Marketing costs were removed from the overhead rate calculation, per FAR 31.205-1. **If this Company is prequalified in a work type, the expiration date should coincide with the prequalification expiration date.**

**REVIEW OF SELF-CERTIFICATION**

<b>CONSULTANT NAME</b>	Environmental Resource Solutions, Inc.	<b>F/Y Ended</b>	12 31 17	<b>Prequalification Expires</b>	6 30 19
<b>CPA'S NAME</b>	Self-Certification	<b>DATE OF RECEIPT</b>	6 12 18	<b>Cert. DATE</b>	6 12 18

**REPORT STATUS**

<b>ACCEPTED</b>	<b>REJECTED</b>	<b>OT PREMIUM</b>	<b>Reimb. Actual Expenses</b>
X		Reimbursed <small>(Excluded or Reimb)</small>	NO

**COST BASED RATES**

<b>OVERHEAD</b>		<b>DIRECT EXPENSE</b>		<b>FCCM</b>	<b>Published Fee Schedule</b>
<i>Home</i>	<i>Field</i>	<i>Home</i>	<i>Field</i>		
164.34%		8.72%		0.000%	NO
		<i>Capped</i>			

Jeffrey B. Owens  
Procurement Office  
Florida Department of Transportation

**FORM 1**  
**SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Matthews Design Group

Proposal Number P-54-18 67

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$	<u>52.31</u>	hr.
Architect (Registered)	\$	<u>N/A</u>	hr.
Design Engineer (Registered)	\$	<u>43.27</u>	hr.
Designer or Technician (Non-Registered)	\$	<u>30.29</u>	hr.
Drafter or CADD Operator	\$	<u>38.22</u>	hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$	<u>23.00</u>	hr.

2. Total Overhead Rate (to be applied to Direct Labor:)		<u>150</u>	%
3. Profit Rate (to be applied to Direct Labor plus Overhead)		<u>10</u>	%
4. Cost of 4-man survey crew per 8 hour day (If applicable)	\$	<u>N/A</u>	hr.

5. Other Direct Project Costs per Unit (please specify)

Paper copies: 8.5" x 11" Black & White: \$0.25 each, 8.5" x 11" Color: \$0.40 each,

11" x 17" Black & White: \$0.50 each, 11" x 17" Color: \$0.80 each, Plots 24" x 36": \$2.00 each

Color plots: \$50.00 each, Mylar: \$40.00 each, Binding: \$5.00 each, CD: \$12.00 each,  
Foam Board Mounted Color Plots: \$65.00 each

6. Estimated percentage of total fee to be performed by subconsultants \_\_\_\_\_ %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Principal: \$57.50      Landscape Architect: \$43.27      Sr. Planner: \$31.25

Sr. Construction Inspector: \$28.90      Sr. Graphic Designer: \$23.00

QA/QC Manager: \$40.00

## EXHIBIT B

Haddad Engineering, Inc	Hourly Rate	Overhead Rate	Subtotal	Profit %	Total
Principal/Project manager	\$74.05	150.00%	\$185.13	10%	\$203.64
Registered Engineer	\$42.30	150.00%	\$105.75	10%	\$116.33
Designer	\$36.00	150.00%	\$90.00	10%	\$99.00
CAD	\$23.50	150.00%	\$58.75	10%	\$64.63
Clerical	\$19.50	150.00%	\$48.75	10%	\$53.63

**Ebert Norman Brady Architects**

1361 13th Avenue South, Suite 230 • Jacksonville Beach, Florida 32250  
 Tel 904 241 9997 Fax 904 241 7526 • www.enbarchitects.com

**ENB 2019 LABOR / BILLING RATES for RAM****P-54-18 Professional Design Services for Miscellaneous Park Improvements**

	Hourly Cost Rate	Overhead 1.5	Sub-Total	Profit 10%	Hourly Rate
<b>Senior Architect</b>	65.00	97.50	162.50	16.25	<b>178.75</b>
<b>Project Manager</b>	65.00	97.50	162.50	16.25	<b>178.75</b>
<b>Project Engineer</b>	55.00	82.50	137.50	13.75	<b>151.25</b>
<b>CAD Technician</b>	36.00	54.00	90.00	9.00	<b>99.00</b>
<b>Clerical</b>	21.00	31.50	52.50	5.25	<b>57.75</b>



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

**The R-A-M Professional Group, Inc.**

Name of Proposer: \_\_\_\_\_  
 Project Title: Architectural and Engineering Services for Miscellaneous Park Projects – Annual Contract  
 Proposal Number: P-54-18 Total Base Proposal Amount (if applicable): \$ \_\_\_\_\_

**\*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
The R-A-M Professional Group, Inc.	Women	Prime, Project Management/ Planning and Civil Engineering	73%
CSI Geo. Inc.	African American	Geotechnical Services	5%
Environmental Resource Services	Women	Environmental Services	5%
Matthews Design Group, Inc.	Women	Landscape Architecture	5%
DRMP, Inc.	N/A	Surveying	5%
Haddad Engineering, Inc.	N/A	Electrical Services	2%
Ebert, Norman, Brady	N/A	Architecture	5%

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	5%
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	83%
Non-MBE Participation Total	12%

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 \_\_\_\_\_ Title: President/CEO Date: June 24, 2019  
 Proposer: \_\_\_\_\_  
 Print Name: Susan C. Reed





# District IV Medical Examiner's Office

*Serving Duval, Clay, Nassau, Hamilton, & Columbia Counties*

07/25/19 14:42:35  
Procurement Division

Wednesday July 24, 2019

TO: Gregory Pease, Chief of Procurement

FROM: Timothy C. Crutchfield, Director of Operations

RE: **P-10-15 Postmortem Forensic Toxicology Services - Master Blanket no. 600405**

The Medical Examiner's Office is requesting the second and final renewal thru PSEC of the above award for the period October 1, 2019 thru September 30, 2020. All specifications of the contract will remain the same.

The index code is MEME011, Subobject is 03109 and the amount for FY 19 is \$594,509.28. The new revised annual expenditure total for the award will not exceed \$2,968,411.56.

I have attached a copy of NMS's letter agreeing to the automatic renewal.

Please let Janice Lyons know when the master blanket has been updated.

Thank you for your assistance.

TCC/jll

10469  
P-10-15

**LICENSE AND SERVICE AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
NATIONAL MEDICAL SERVICES, INC.**

This License and Service Agreement is made this 26 day of June, 2015, by and between the CITY of Jacksonville, FL, hereinafter referred to as the "City" and NATIONAL MEDICAL SERVICES, INC., dba NMS Labs, a private corporation, hereinafter referred to as the "Contractor" or "NMS LABS."

**WITNESSETH:**

**WHEREAS**, the City of Jacksonville has determined that it desires the assistance of a forensic laboratory company to manage and maintain an on-site forensic toxicology laboratory at 2100 North Jefferson St, Jacksonville, FL 32206 and to provide certain forensic analysis services therein; and

**WHEREAS**, pursuant to and in compliance with Part 3, of Chapter 126, *Ordinance Code*, of the City of Jacksonville, and the competitive bidding requirements outlined in the RFP P-10-15; and

**WHEREAS**, the City has determined that NMS LABS, has the qualifications, experience and expertise in forensic laboratory management and services and is qualified to meet the needs of the City, and the City has selected NMS LABS to perform such services, and the parties have negotiated terms that are mutually agreeable; and

**WHEREAS**, NMS LABS will perform professional services requiring special knowledge and a high order of learning and skill; and

**WHEREAS**, NMS LABS has been selected and awarded this contract on the basis of demonstrated competence and qualifications to perform the contractual services identified herein for a fair and reasonable price; and

**WHEREAS**, the selection of NMS LABS and the negotiation with NMS LABS is in accordance with Section 126.303 and 126.304, *Ordinance Code* of the City of Jacksonville Government Code; and

**WHEREAS**, the City of Jacksonville has agreed to engage the professional services of NMS LABS to provide forensic laboratory services, related to medical examiner toxicology activities and more specifically identified in this agreement including in the description in "Scope of Work" and hereinafter referred to as the "Services," for the City's District 4 Medical Examiner's (ME's) Office; and

**WHEREAS**, the City has agreed to grant NMS LABS a license to maintain and manage an on-site forensic crime laboratory at 2100 North Jefferson St., Jacksonville, FL 32206 (the "Property"), as more particularly described in **Exhibit A**, where Contractor will perform the Services; and

**WHEREAS**, the agreement attached hereto is necessary to preserve and protect the public health and safety of the residents of the City of Jacksonville, FL.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements hereinafter set forth, both the City and NMS LABS mutually agree as follows:

**I. Statement of NMS LABS Services**

NMS LABS shall furnish all services, documents, and other matters called for in the "Scope of Services," attached hereto as **Exhibit A** and incorporated herein by this reference. If any services, functions, or responsibilities not specifically described in this Agreement and/or the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described in this Agreement. NMS LABS shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services. NMS LABS accepts the special relationship established between itself and City by this Agreement. NMS LABS shall employ sound business administration and superintendence to perform the Scope of Services in a manner consistent with the best interests of City.

## **2. License for Use of City Facilities**

2.1 City hereby grants to NMS LABS an annual license to enter and occupy City property comprising the second floor laboratory space at 2100 North Jefferson Street, Jacksonville, Florida 32206, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (hereinafter the "Property"), in order to operate a postmortem toxicology laboratory and to provide the Services.

2.2 City will provide NMS LABS with acceptable access to, and control and security of, the Property. The City will provide limited access control for the evidence storage room and the main laboratory area. Any additional security measures, i.e. card reader or other access limiting devices, monitoring, etc will be installed and be the responsibility of NMS Labs. This is required for ASCLD/LAB and/or ABFT accreditation. Security for the area will be such that only NMS LABS and Jacksonville Medical Examiner's Office "Authorized Personnel" may have access to the area provided. "Authorized Personnel" will be audited by ASCLD/LAB and/or ABFT.

2.3 City will provide utilities, including electricity, water, and sewage. City will provide general housekeeping, including hazardous and non-hazardous waste removal and disposal. City will provide HVAC appropriate for office work.

2.4 In consideration of the licenses as outlined in Sections 2.1, 2.2, and 2.3, NMS LABS shall reduce the consideration amount outlined in Section 5.1 by NINETY-SIX THOUSAND AND NO/100 DOLLARS (\$96,000) each year of the contract. This amount will be credited monthly in equal amounts of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000) each year.

## **3. Sale of Existing Equipment**

3.1 NMS LABS shall purchase the following equipment from City:

- 3.1.1 Agilent 7890/5975 XL GC/MS
- 3.1.2 Agilent 7890B GC/FID
- 3.1.3 Thermo Evolution 300 Spectrophotometer
- 3.1.4 A&D Digital Balance
- 3.1.5 Jewett LR37B Lab Refrigerator
- 3.1.6 Matheson Leak Detector PN 128793
- 3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565
- 3.1.8 Trace 2000 GC (Volatiles) PN 162663
- 3.1.9 TriPlus Base Unit for Trace 2000 PN 185660
- 3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661
- 3.1.11 Reacti-Therm Heating Module PN 173301
- 3.1.12 Gas Manifold System (Gas closet) PN 184092
- 3.1.13 Gas Manifold System (Gas closet) PN 184093
- 3.1.14 TurboVap Evaporator PN 189021
- 3.1.15 Eppendorf Centrifuge PN 189025
- 3.1.16 Eppendorf Centrifuge PN 189026
- 3.1.17 Eberbach Shaker PN194848
- 3.1.18 UCT Positive Pressure SPE Manifold PN 196633

3.2 In consideration of the equipment listed in Sections 3.1.1 through 3.1.18, NMS Labs shall pay the SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$66,767.00). This amount will be credited over the first two months of the

first year of the contract as follows; a credit of \$49,427.58 against the first month's fee paid to NMS and a credit of \$17,339.42 against the second month's fee.

**4. Term.**

The initial term of this Agreement shall be for a period of three (3) years from the date of signed approval by both parties (the "Effective Date") and shall automatically renew annually under the same terms and conditions for up to two (2) additional one year terms unless City provides notice of termination within sixty (60) days of the end of any one year term.

**5. Consideration.**

5.1 NMS Labs shall be paid for the Services under this Agreement an amount not to exceed SIX HUNDRED EIGHTY NINE THOUSAND ONE HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$689,131.00), as set forth in Exhibit D, attached hereto and incorporated herein by this reference. This amount shall be held constant for 2 years and the credit for the instrument purchase (outlined in section 3.2) will be spread over the first two months of the first year of the contract. For annual renewals of this Agreement, increases, if at all, by a percentage based upon the latest NON-PRELIMINARY 12-month Percent Change in the Producer Price Index - Medical and Diagnostic laboratories (series ID PCU6215-6215) as published by the Bureau of Labor Statistics, U.S. Department of Labor after year 2.

5.2 NMS Labs shall issue a monthly invoice to City on or about the 1<sup>st</sup> week of the month. Each monthly invoice will be itemized, as necessary, and will reflect the monthly management service fee. For the first two years of the contract, the monthly management service fee will be in the amount of the annual contract amount identified in Section 5.1 divided into twelve consecutive monthly service fees, less the consideration for Licenses identified in Section 2.4, less the credit of instrument purchase in Section 3.2. The first month's management service fee will be invoiced within 30 days of the Effective Date of this agreement. Additional forensic laboratory testing and support services that are performed beyond the scope of work outlined in the Scope of Services will be billed separately. These additional services may include offerings such as DNA testing and Drug Identification. Additional testing services performed outside of the Scope of Services included in the monthly service fees will only be performed at the request of an authorized agent of the District 4 ME's Office. Additional testing performed outside of the management service contract will be billed at prevailing list prices or at discounted rates agreed upon between NMS LABS and the District 4 ME's Office.

5.3 Each monthly payment shall be due thirty (30) days from the date of the City's receipt of the invoice.

5.4 All payments to be made by City under this Agreement are payable only out of current City revenues. In the event that funds relating to this Agreement do not become available, City shall have no obligation to pay or perform any services related herein to NMS LABS for City's fiscal year during which time such funding is not available or appropriated. Should City experience a funding unavailability, either party may choose to terminate the Agreement subject to Section 6 of this Agreement.

5.5 NMS LABS will negotiate in good faith in year 3 and beyond, as the laboratory use is expanded to other agencies. It is expected that cost sharing will be distributed to other agencies as the use of the laboratory is rolled out to law enforcement agencies. The amount of cost sharing will be determined by the extent of use from other agencies.

**6. Termination.**

6.1 Termination for Cause. If NMS Labs fails to comply with any provision of this Agreement, City may terminate this Agreement for default. Termination shall be effected by serving a notice of intent to terminate the Agreement setting forth the manner in which NMS LABS is in default. NMS LABS will be given an opportunity to correct the default as soon as possible (but in no event more than thirty (30) days after notice of the default is given) before a termination notice is rendered. NMS LABS will only be paid the Agreement price for Services performed in accordance with the manner of performance set forth in this Agreement. City shall have the right to immediately terminate the Agreement if NMS Labs violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement.

6.2 Termination for Default by City. If City fails to perform any of its duties under this Agreement, NMS Labs may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the Agreement under which NMS Labs considers City to be in default, and setting forth a date of termination not sooner than 60 days following City's receipt of the notice. NMS Labs, at its sole option, may extend the proposed date of termination to a later date. If City fails to cure such default prior to the proposed date of termination, NMS Labs may terminate its performance under this Agreement as of such date.

6.3 Termination for Convenience Notwithstanding any provision contained herein to the contrary, either party may terminate this Agreement, in whole or in part, at any time by giving sixty (60) days' written notice to the other party. If NMS Labs has any property in its possession belonging to City, NMS Labs will account for the same and dispose of it in the manner City directs.

**7. Independent Contractor.**

Nothing contained herein shall be construed as creating the relationship of employer and employee between City and NMS Labs or between City and NMS Labs' employees. NMS Labs shall be deemed at all times to be an independent contractor. In carrying out the terms of this Agreement, NMS Labs shall select its own employees and such employees shall be and act under the exclusive and complete supervision and control of NMS Labs. Neither NMS Labs nor its employees will be entitled to any of the benefits established for City employees nor be covered by City's Worker's Compensation Program.

8. **Insurance.** Without limiting its liability under this Agreement, the NMS LABS shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and shall require its subcontractors of any tier, laborers, material men and suppliers to provide, as applicable), insurance of the types and limits in the amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverage's to the City:

Schedule

Limits

## **Worker's Compensation/Employers Liability**

<b>Worker's Compensation</b>	<b>Florida Statutory Coverage</b>
<b>Employer's Liability</b>	<b>\$1,000,000 Each Accident</b>
	<b>\$1,000,000 Disease Policy Limit</b>
	<b>\$1,000,000 Each Employee/Disease</b>

This insurance shall cover the NMS LABS (and to the extent its subcontractors of any tier are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

## **Commercial General Liability - (Form CG0001)**

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG0001) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by the City's Office of Insurance and Risk Management.

<b>\$2,000,000</b>	<b>General Aggregate</b>
<b>\$2,000,000</b>	<b>Products &amp; Completed Ops Aggregate</b>
<b>\$1,000,000</b>	<b>Personal/Advertising Injury</b>
<b>\$1,000,000</b>	<b>Each Occurrence</b>
<b>\$ 50,000</b>	<b>Property Damage</b>
<b>\$ 5,000</b>	<b>Medical Expenses</b>

<b>Automobile Liability</b>	<b>\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined</b>
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

<b>Professional Liability</b>	<b>\$1,000,000 per Claim</b>
	<b>\$2,000,000 Aggregate</b>

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Special Form - All Risk

(Personal Property)	Replacement Cost
<b>Employment Practices Liability</b>	<b>\$1,000,000 per Claim</b>
	<b>\$1,000,000 Aggregate</b>

(Employment Practices Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

<b>Pollution Liability</b>	<b>\$1,000,000 per Claim</b>
	<b>\$2,000,000 Aggregate</b>

(Pollution Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The coverage shall apply to all or in connection with and arising out of any environmental, including but not limited to health and safety liabilities, clean-up, transportation and disposal of handling all hazardous material and onsite of disposal or relating to the operation or relating activities perform in connection with the contract

## **Additional Insurance Provisions**

- A. **Waiver of Subrogation.** All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents.
- B. **Additional Insured:** All insurance policies except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CA2037 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.
- C. **NMS LABS's Insurance Primary.** The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. **Deductible or Self-Insured Retention Provisions.** Except as authorized in this Agreement, the insurance maintained by NMS LABS shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Agreement, no self-insurance, deductible or self-insured retention for any required insurance provided by NMS LABS pursuant to this Agreement will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, NMS LABS shall be responsible for paying on behalf of the City (and any other person or organization NMS LABS has, in this Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Agreement.
- E. **NMS LABS's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of NMS LABS or its subcontractors of any tier, employees, or agent to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- F. **No Waiver by City Approval/Disapproval.** Neither approval by City nor failure to disapprove the insurance furnished by NMS LABS shall relieve NMS LABS of NMS LABS's full responsibility to provide insurance as required under this Agreement.

- G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. NMS LABS shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event NMS LABS is unable to obtain such endorsement, NMS LABS agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by NMS LABS, NMS LABS shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
- H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, NMS LABS shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.
- I. Anything to the contrary notwithstanding, the liabilities of NMS LABS under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by NMS LABS shall relieve NMS LABS or its sub-contractors of any tier from responsibility to provide insurance as required by the Agreement.
- J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.
- K. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, NMS Labs shall provide, and cause each sub-consultant to provide, adequate insurance, satisfactory to Buyer, for the protection of employees not otherwise protected.

**9. INDEMNIFICATION.**

NMS LABS, and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits,

actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

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

(b) Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

(e) to the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

**The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.**

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

**10. COMPLIANCE WITH LAWS**

NMS LABS shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, and regulations which in any manner affect this Agreement or the work, and to the extent allowed by law, shall indemnify, save and hold harmless City against all claims arising from the violation of any such laws, ordinances, rules, and regulations whether by NMS LABS or its employees or clients.

**11. Venue and Law.**

For the purposes of determining the place of the Agreement and the law governing the same, this Agreement is entered into in the City of Jacksonville, State of Florida, and shall be governed by the laws of the State of Florida. Venue for all purposes shall be in the courts of Duval County, Florida.

**12. City Not Obligated to Third Parties.**

The City shall not be obligated or liable hereunder to any person other than NMS LABS, and City agrees to defend, indemnify and save harmless NMS LABS, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage arising from the sole negligent act or omission of City and its officers, agents or employees, in connection with the City's performance under the Agreement, subject to the limitations and provisions of Section 768.28, Florida Statutes, which provisions and limitations are not hereby expanded, altered or waived.

**13. Waiver/Modification of Agreement.**

Except as expressly noted herein, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless provided as a written amendment hereto, signed and approved as provided herein. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding arising between the

Parties out of or affecting this Agreement, or the rights or obligations of the Parties under this Agreement, unless such waiver or modification is in writing as herein described.

**14. Severability.**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**15. Entire Agreement; Conflict.**

This Agreement constitutes and expresses the entire agreement between the parties regarding the Scope of Services specified. It shall not be amended or modified except by a written instrument signed by both parties. If there is a conflict between or among the terms or provisions of this Agreement and its attachments and/or references, the terms or provisions of this Agreement prevail.

**16. Assignment.**

This Agreement shall not be assigned without the prior written consent of both parties.

**17. Binding Agreement.**

Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, has the authority to bind his or her respective entity or party, and agrees on behalf of such party that such party will be bound by those terms.

**18. Notices.**

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: City of Jacksonville  
ATTN: Operations Manager, Kim Bynum  
District Four Medical Examiner's Office  
2100 Jefferson Street  
Jacksonville, FL 32206

With copy to:

City of Jacksonville  
ATTN: Chief Medical Examiner  
District Four Medical Examiner's Office  
2100 Jefferson Street  
Jacksonville, FL 32206

NMS LABS:

National Medical Services, Inc. dba NMS Labs  
ATTN: Andrew Nolan, Vice President of Finance  
3701 Welsh Rd  
Willow Grove, PA. 19090  
Phone: 800-522-6671

or to such other addresses as the parties may designate to each other in writing from time to time.

**19. Florida Tort Claims Act.**

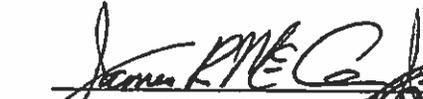
NMS LABS expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Florida Tort Claims Act. NMS LABS further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

(ALL SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of June, 2015.

ATTEST:

CITY OF JACKSONVILLE

  
James R. McCain, Jr.  
Corporation Secretary



  
Alvin Brown, Mayor  
Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

APPROVED AS TO FORM:

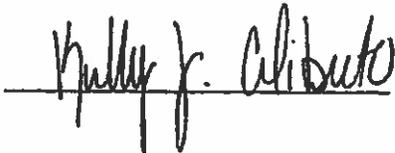
APPROVED AS TO CONTENT:

  
Office of General Counsel

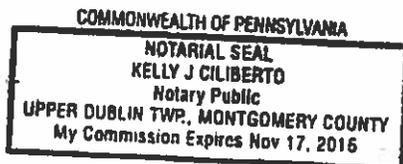
  
Valerie Rao, M.D., Chief M.E.  
District 4 Medical Examiner's Office

WITNESS:

National Medical Services, Inc. dba. NMS Labs



  
Andrew Nolan, VP of Finance, NMS Labs



**Exhibit A**  
**Scope of Services**

**1. Scope of Services.**

**A. General Testing**

- a. NMS LABS will provide an on-site, accredited, post-mortem toxicology lab to support the District 4 ME's Office.
  - i. Testing performed on-site will consist of:
    - 1. Alcohol and volatiles analysis in whole blood
    - 2. Carboxyhemoglobin in whole blood
    - 3. Electrolytes in vitreous
    - 4. Basic and Expanded Drug Screening Panels in whole blood and urine.
- b. NMS LABS will provide off-site, accredited, post-mortem toxicology laboratory testing to support to the District 4 ME's Office.
  - i. Testing performed off-site will consist of:
    - 1. Confirmations and quantifications on positive screens on blood, urine, and vitreous samples
    - 2. Esoteric testing
    - 3. Testing on matrices other than blood, urine, or vitreous
    - 4. Testing not listed in Section 1.A.a.i
- c. NMS LABS will provide all testing, either on-site or off-site, in an ABFT, CAP, and/or ASCLD/LAB accredited facility using fully validated and approved testing procedures.
- d. NMS LABS will not use sub-contractors to perform any testing without the prior written consent of District 4 ME's Office.
- e. NMS LABS will provide all collection and shipping supplies necessary to submit cases. NMS LABS will be responsible for all shipping costs related to shipping samples to and from any of its facilities.
- f. NMS LABS will provide access to its other accredited testing including: Body Fluid Identification, DNA, Drug Identification, Firearms, and General Unknown testing. This testing will be invoiced at negotiated rates, in addition to the monthly service fee that covers all of the toxicological services

**B. Instrumentation**

- a. NMS LABS will be solely responsible to purchase, install, and validate any instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.
- b. NMS LABS will be solely responsible for the maintenance of the instrumentation necessary to conduct the testing listed in Sections 1.A.a and 1.A.b.
- c. As outlined in Section 3, NMS LABS will purchase equipment from 4ME.

**C. Toxicological Support Services**

- a. NMS LABS will provide interpretive toxicology services through NMS Labs' DirecTox® program.
- b. NMS LABS will provide a dedicated Board Certified Forensic Toxicologist to the District 4 ME's Office, who will provide:

- i. Daily interpretative support
- ii. Case consultation for daily grand rounds
- iii. Case by case reviews

**D. Transition**

- a. Hiring – NMS LABS will be solely responsible for the staffing of the ME laboratory at the Jacksonville ME Office. As part of this effort, NMS LABS will interview and make a good faith effort to vet the interested existing laboratory staff and notify them of a hiring decision. The communication with City of Jacksonville employees will be initiated by NMS Labs Human Resources Department and follow NMS Labs routine hiring practices. This initial contact will occur prior to the effective start date of this contract.
- b. NMS Labs will perform toxicology testing in total during the transition period at the main facility in Willow Grove, PA. Project management updates will be provided routinely to District 4 ME's Office.
- c. NMS LABS will perform a walk-through of the District 4 ME's Office site and determine a plan for implementing safety and security measures, sample storage requirements, and information technology installation needs.
  - i. NMS LABS will order any additional equipment necessary to perform the testing at the District 4 ME's Office site.
  - ii. NMS LABS will deploy a staff member to collect and send cases from the District 4 ME's Office to our facility in Willow Grove, Pennsylvania and to facilitate day-to-day set-up tasks.
- d. NMS LABS will meet with District 4 ME's Office to communicate and establish a timeframe for:
  - i. Professional requirements of the toxicological service
  - ii. Quality Transition Plan
  - iii. NMS LABS will begin training of on-site staff, either at the District 4 ME's Office site or at one of our other facilities
  - iv. NMS LABS will install and validate the new equipment and procedures
  - v. NMS LABS will secure accreditation through ASCLD/LAB
  - vi. NMS LABS will deploy the full-time, permanent on-site scientists

**E. Service**

- a. NMS LABS will supply District 4 ME's Office with no charge chain of custody requisitions and collection supplies to prepare for biological sample collection from autopsy and non-autopsy cases.
- b. NMS LABS will supply preprinted shipping labels for standard overnight shipping from District 4 ME's Office to our Willow Grove facility.
- c. NMS LABS will establish authorized communication, billing, and resulting conduits, including a secure web portal to obtain electronic results that can be stored in case management software and/or printed directly from the web portal.
- d. NMS LABS will retain samples from the District 4 ME's Office in refrigerated/frozen secured evidence storage for 1 year from the completion of testing. Samples will be returned upon request (additional shipping and handling fees apply).
- e. NMS Labs customer Service Department will provide support and consultation Monday- Friday 8 am – 8:30 pm (Eastern Time).

#### F. Professional Toxicology Services

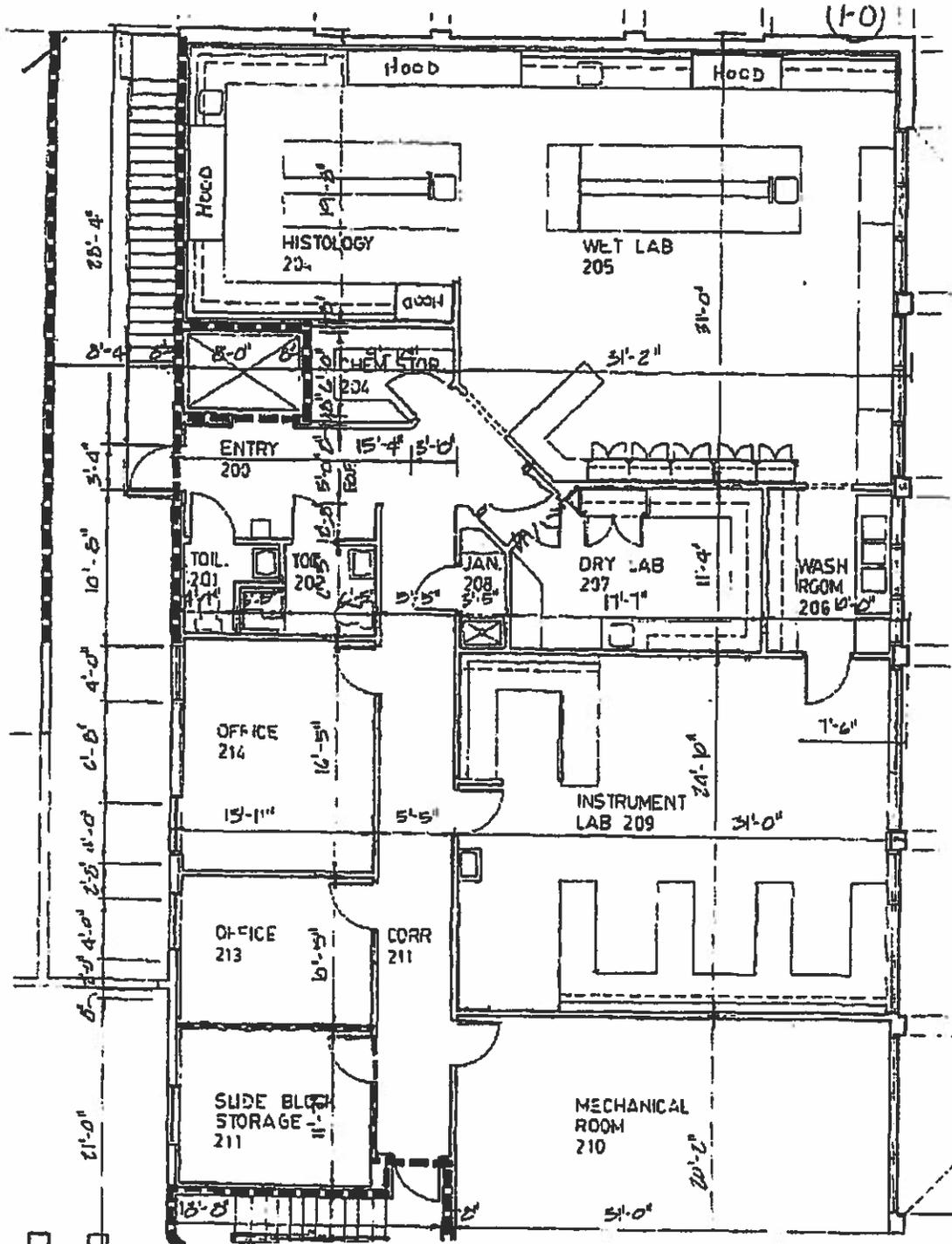
- a. NMS LABS will provide turnaround time for all postmortem cases with a 7-10 business day average following receipt of samples.
- b. NMS Labs will provide Toxicologist consultation via phone or email on an as-needed basis during support hours: Monday-Friday 8 a.m. - 5 p.m. (Eastern Time). This will be accomplished by assigning a Primary Responsible Toxicologist assigned to this account and available via NMS Labs DirecTox® service, or by on-site support.
- c. The Primary Responsible Toxicologist will be backed up by a daily on-call Toxicologist (Toxicologist of the Day) for routine case discussion.
- d. NMS Labs will provide a minimum of one continuing education presentation annually, on site at District 4 ME's Office or Contractor's lab site on relevant topics of interest to the District 4 ME's Office. This may be combined with other Districts and/or agencies in Florida allowing for increased attendance and participation.
- e. The Primary Responsible Toxicologist will be available for routine "Grand Rounds" case discussion between Contractor's lab toxicologists and District 4 ME's Office via webinar and/or video conferencing.
- f. The Primary Responsible Toxicologist will be the principal resource to directly review results of individual cases, as needed. (In the event that extensive research or litigation services are required, fees may be quoted at time of request).

#### G. Postmortem Toxicology Testing Defined

- a. The management service fee established is based upon an estimated 2,000 postmortem toxicology cases per year. In the event that the testing volumes increase by more than 10%, NMS LABS reserves the right to renegotiate contract pricing.
- b. The budget for 2,000 postmortem toxicology cases includes a combination of the tests listed under Services Section I.A. The estimated percentages of these tests, based upon historical volumes of the Jacksonville Medical Examiners' Office are:
  - 100% (2000/2000 cases)- Blood and vitreous alcohol and other volatiles analysis (Acode 0170B, 0170FL)
  - 05% (100/2000 cases)- Carboxyhemoglobin by spectroscopy (Acode 1005B)
  - 04% (80/2000) - Vitreous Electrolytes (Acode 1919FL)
  - 10% (2000/2000 cases) - Immunoassay drug screening (ELISA) (Acode 8051B, 8051U)
  - 90% (2000/2000 cases) - Expanded Drug Screening Panel (LC-TOF) (Acode 8052B, 8052U)
  - 01% (20/2000 cases) - Esoteric Testing on blood, urine, tissues and fluids

In the event that test mix percentages deviate significantly from the estimates, NMS LABS reserves the right to renegotiate the annual contract amount.

**Exhibit B: Property Description**



**Exhibit C: Instrumentation Inventory for Purchase**

	<u>Purchase Price</u>	<u>Age</u>	<u>Offer</u>
Agilent 7890/5975C XL GC/MS	\$ 94,488.85	7	\$ 31,496.00
Agilent 7890B GC/FID	\$ 47,884.00	2	\$ 28,730.00
Thermo Evolution 300 Spectrophotometer	\$ 15,010.32	7	\$ 5,003.00
A&D Digital Balance	\$ 2,445.00	4	\$ 489.00
Jewett LR37B Lab Refrigerator	\$ 5,245.88	14	\$ 1,049.00
<b>Total</b>			<b>\$ 66,767.00</b>

- 3.1.6 Matheson Leak Detector PN 128793**
- 3.1.7 HP 6890 GC/FID (not working – for parts) PN 149565**
- 3.1.8 Trace 2000 GC (Volatiles) PN 162663**
- 3.1.9 TriPlus Base Unit for Trace 2000 PN 185660**
- 3.1.10 TriPlus Headspace Turret for Trace 2000 PN 185661**
- 3.1.11 Reacti-Therm Heating Module PN 173301**
- 3.1.12 Gas Manifold System (Gas closet) PN 184092**
- 3.1.13 Gas Manifold System (Gas closet) PN 184093**
- 3.1.14 TurboVap Evaporator PN 189021**
- 3.1.15 Eppendorf Centrifuge PN 189025**
- 3.1.16 Eppendorf Centrifuge PN 189026**
- 3.1.17 Eberbach Shaker PN194848**
- 3.1.18 UCT Positive Pressure SPE Manifold PN 196633**

**Exhibit D: Annual Contract Cost**

**Year 1 Budget Worksheet**

<b>Personnel</b>	(including direct and indirect labor costs)	
<b>Total</b>		<b>\$341,981</b>
<b>Instrumentation</b>	(5 year linear depreciation and maintenance)	
<b>Total</b>		<b>\$143,400</b>
<b>QA Budget</b>		<b>\$77,000</b>
<b>Supplies and Consumables</b>		<b>\$35,750</b>
<b>Confirmations</b>		<b>\$91,000</b>
<b>Subtotal for services</b>		<b>\$689,131</b>
<b>License Agreement for Use of Space and Utilities</b>		<b><u>-\$96,000</u></b>
<b><u>Total for Services</u></b>	<b><u>TOTAL Year 1</u></b>	<b><u>\$593,131</u></b>
<b>Less Instrument purchase</b>	<b>\$ 66,767</b>	
<b>Note: A credit for the sum of \$66,767 will be spread over the first two months of the first year of the contract.</b>		
<b><u>Monthly service fee year 1 and 2</u></b>		<b><u>\$ 49,427.58</u></b>





# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

ONE CITY. ONE JACKSONVILLE.

July 22, 2019

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

**THRU:** John P. Pappas, P.E. *John P. Pappas*  
Director 07/25/19 10:37:59  
Procurement Division

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

R. Duane Kent, P.E. *R. Duane Kent*  
Public Works Project Manager

Robert Skalitzky, *Robert Skalitzky*  
Chief, Natural and Marine Resources

**SUBJECT:** P-47-18 Professional Design Services for Northbank Bulkhead Replacements

The Engineering Division has negotiated with the consultant selected for Professional Design Services for Northbank Bulkhead Replacements resulting in the Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B, attached. 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 HDR Engineering, Inc. for Professional Design Services for Northbank Bulkhead Replacements, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B". Each project performed under this agreement shall be authorized by an individual Purchase Order with a not-to-exceed cost applicable thereto. The maximum indebtedness of the City pursuant to this agreement is \$2,200,000.00 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.

RGS/lw

**Attachments:** Exhibits A & B  
JSEB Participation

**cc:** Lori A. West, Engineering Contract Specialist

ab

**Scope of Services for P-47-18**

1. Provide engineering design and all other professional services necessary for the replacement of failing Northbank bulkheads. At the City's option, individual sections of bulkhead replacement may be selected for Design/ Build, in which case, the Consultant's services will entail the preparation of a Design Criteria Package (DCP).
  - A. All design recommendations shall, as may be applicable, be consistent with:
    - The City's Master Storm Water Management Plan
    - The City's Land Development Procedures Manual.
    - Manual on Uniform Traffic Control Devices
    - FDOT Minimum Standards for Design, Construction and Maintenance of Streets and Highways
    - Florida's Design Criteria for Resurfacing, Restoration and Rehabilitation (RRR) of Streets and Highways
    - FDOT Design Standard Index
  - B. Purchase orders will be issued for the Consultant's services on each section of bulkhead as funding becomes available. These services may be in two (2) phases: Final Design/ DCP Preparation and Professional Services During Construction (PSDC), with separate negotiated fees for each phase. The original agreement for Consultant's services will establish the fee structure to be used for negotiating the purchase orders. At the City's option, upon successful completion of any of the Design Phases, the Consultant's services may be terminated or extended to include PSDC.
  - C. It is intended that Consultant's services will result in all designs, drawings, specifications, permits and other documents needed for the City to identify potential utility conflicts/adjustments, acquire necessary rights of way and easements, obtain required permits, seek bids, and contract for construction of the projects.
  - D. A detailed Scope of Services defining the exact performance requirements and schedules for completion of each section of the improvements will be developed during negotiations with the Consultant to establish terms of the agreement for professional services and Consultant's fee.

NAME OF CONTRACTOR

HDR Engineering, Inc.

Proposal Number

P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>85.00</u> hr.
Design Engineer or Architect (Registered)	\$ <u>62.00</u> hr.
Designer or Technician (Non-Registered)	\$ <u>42.00</u> hr.
Drafter or CADD Operator	\$ <u>42.00</u> hr.
Field Inspector	\$ <u>60.00</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>35.00</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:)

\$ 164.9 %

3. Profit Rate (to be applied to Direct Labor plus Overhead)

\$ 10 %

4. Cost of 4-man survey crew per 8 hour day (If applicable)

\$ na hr.

5. Other Direct Project Costs per Unit (please specify)

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6. Estimated percentage of total fee to be performed by subconsultants

28 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Project Principal

\$ 110.00 hr.

Project Accountant

\$ 33.00 hr.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

June 11, 2019

Steve Ferrell, Senior Vice President  
HDR ENGINEERING, INC.  
315 East Robinson Street, Suite 400  
Orlando, Florida 32801

Dear Mr. Ferrell:

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
  - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
  - 4.1.1 - Miscellaneous Structures
  - 4.1.2 - Minor Bridge Design
  - 4.2.1 - Major Bridge Design - Concrete
  - 4.2.2 - Major Bridge Design - Steel
  - 4.2.3 - Major Bridge Design - Segmental
  - 4.3.1 - Complex Bridge Design - Concrete
  - 4.3.2 - Complex Bridge Design - Steel
  - 4.4 - Movable Span Bridge Design
- Group 5 - Bridge Inspection
  - 5.1 - Conventional Bridge Inspection
  - 5.2 - Movable Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
  - 6.1 - Traffic Engineering Studies
  - 6.2 - Traffic Signal Timing
  - 6.3.1 - Intelligent Transportation Systems Analysis and Design
  - 6.3.2 - Intelligent Transportation Systems Implementation
  - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
  - 6.3.4 - Intelligent Transportation Systems Software Development
- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization

- Group 9 - Soil Exploration, Material Testing and Foundations
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
  - 13.3 - Policy Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
  - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking
- Group 24 - Acquisition Relocation Assistance
- Group 25 - Right of Way Clearing and Leasing

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.

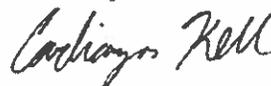
Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense
155.09%	0.553%	Reimbursed	No	9.26%

**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](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator

Revised 6/27/17

**Form 1 - SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Arc Surveying & Mapping, Inc.

Proposal Number P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>62.50</u> hr.
Design Engineer or Architect (Registered)	\$ <u>N/A</u> hr.
Designer or Technician (Non-Registered)	\$ <u>N/A</u> hr.
Drafter or CADD Operator	\$ <u>44.33</u> hr.
Field Inspector	\$ <u>N/A</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>19.00</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 175.72 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

4. Cost of 4-man survey crew per 8 hour day (If applicable) \$            hr.

5. Other Direct Project Costs per Unit (please specify)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Estimated percentage of total fee to be performed by subconsultants 0 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

2-Man topo crew day rate-\$1,323.28; 3-man topo crew day rate-\$1,597.57, 2-man multibeam hydrographic crew day rate-\$2,437.49; 3-man multibeam hydrographic crew day rate-\$2,711.78; 2-man single-beam hydrographic crew rate-\$1,765.36, 3-man single-beam hydrographic crew rates-\$2,039.65, 2-man laser scan crew day rate-\$2,174.12

See Attached rate sheets with calculation of OH + Profit + Equipment rates for all categories



### Loaded Labor Rates Worksheet

2018-2019 FDOT Prequalification	
---------------------------------	--

*Overhead Rate (OH)	175.72%
Profit	10.00%
<b>Total</b>	<b>185.72%</b>

This sheet was calculated with JFS for the COJ Bulkhead submission with our overhead and 15% profit  
  
 6/26-COJ recommended 10% profit. New rates calculated.

Position	Current Labor Rate Based on 8 Hour Day	Rate with OH + Profit	Total Loaded Hourly Rate:
GIS Specialist	\$44.33	\$82.32	\$126.65
SUR Chief Surveyor	\$62.50	\$116.08	\$178.58
SUR Secretary/Clerical	\$19.00	\$35.29	\$54.29
SUR Party Chief	\$34.91	\$64.83	\$99.73
SUR Survey Technician 3 (Senior)	\$14.50	\$26.93	\$41.43
SUR Survey Technician 2 (Junior)	\$12.00	\$22.29	\$34.29

<b>SUR Party Chief Average</b>	<b>\$34.91</b>
Frank Sawyer	\$72.12
Geoff Crews	\$23.00
Jason Villarreal	\$22.50
Wilfredo (Angel) Guzman	\$22.00
<b>SUR Survey Technician 3 Average</b>	<b>\$14.50</b>
Johnnie Cogdell	\$16.00
James Shearer	\$13.00
<b>SUR Survey Technician 2 Average</b>	<b>\$12.00</b>
Nelson Sawyer	\$12.00
<b>SUR Chief Surveyor</b>	<b>\$62.50</b>
Richard J. Sawyer	\$62.50
<b>GIS Specialist/CADD Technician Average</b>	<b>\$44.33</b>
Duane Trabits	\$40.81
John Maffett	\$47.84
<b>SUR Secretary/Clerical</b>	<b>\$19.00</b>
Tiffany Minsal	\$19.00

AFP RATES TO BE LOADED		
Personnel Labor Loaded Rates		
Item	Measure	Rate
GIS Specialist	Hourly	\$126.65
SUR Chief Surveyor	Hourly	\$178.58
SUR Secretary/Clerical	Hourly	\$54.29
SUR Party Chief	Hourly	\$99.73
SUR Survey Tech 3 (Senior)	Hourly	\$41.43
SUR Survey Tech 2 (Junior)	Hourly	\$34.29
AFP RATES TO BE LOADED		
Crew Rates with Equipment		
Survey Crew Loaded Rates		
Item	Hourly Rate	Day Rate
2-Man Topographic Crew	\$165.41	\$1,323.28
3-Man Topographic Crew	\$199.70	\$1,597.57
2-Man Hydrographic Crew Multibeam	\$304.69	\$2,437.49
3-Man Hydrographic Crew Multibeam	\$338.97	\$2,711.78
2-Man Hydrographic Crew Singlebeam	\$220.67	\$1,765.36
3-Man Hydrographic Crew Singlebeam	\$254.96	\$2,039.65
1-Man Laser Scan Crew	\$230.34	\$1,842.68
2-Man Laser Scan Crew	\$271.76	\$2,174.12

**Note:** As we don't know which personnel will be used on a specific project, we use an "average" of available personnel for each Classification



**ARC SURVEYING & MAPPING, INC.**  
**5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210**  
**PHONE (904) 384-8377 FAX (904) 384-8388**  
 www.arcsurveyors.com

EXHIBIT B

**TOPOGRAPHIC SURVEY CREW RATES 2018-2019**

Overhead Rate (OH) 175.72%  
 Profit 10.00%

Total Rate 185.72%

Current 2019 Labor Rate					
<b>2-Man Topo Crew</b>					
Position	Raw Hourly Labor Based on 8 Hour Day		Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate
Party Chief	34.91		\$64.83	\$99.73	\$797.84
Instrument Person	14.50		\$26.93	\$41.43	\$331.44
Labor Totals				\$141.16	\$1,129.28
Topo Equip Day Rate					\$194.00
<b>2 Man Topo Daily Crew Rate</b>			<b>*Day Rate</b>	<b>\$1,323.28</b>	
			<b>*Hourly Rate</b>	<b>\$165.41</b>	

Current 2019 Labor Rate					
<b>3-Man Topo Crew</b>					
Position	Raw Hourly Labor Based on 8 Hour Day		Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate
Party Chief	34.91		\$64.83	\$99.73	\$797.84
Instrument Person	14.50		\$26.93	\$41.43	\$331.44
Rod Person	12.00		\$22.29	\$34.29	\$274.29
Labor Totals				\$175.45	\$1,403.57
Topo Equip Day Rate					\$194.00
<b>3 Man Topo Daily Crew Rate</b>			<b>*Day Rate</b>	<b>\$1,597.57</b>	
			<b>*Hourly Rate</b>	<b>\$199.70</b>	

**EQUIPMENT BREAKDOWN**

				Explanation of Day Rate
RTK Equipment	\$40,000.00	<b>\$80.00</b>		Equipment x 5 years depreciation/100 days usage
Trimble Total Station	\$31,500.00	<b>\$63.00</b>		Equipment x 5 years depreciation/100 days usage
Vehicle	\$20,000.00	<b>\$40.00</b>		Equipment x 5 years depreciation/100 days usage
Level	\$2,500.00	<b>\$5.00</b>		Equipment x 5 years depreciation/100 days usage
		<b>\$0.00</b>		
<b>Total Survey Inst/Equip Daily Rate</b>		<b>\$188.00</b>		
<b>Yearly maintenance costs of survey equipment</b>				
Maintenance of RTK	\$300.00	<b>\$3.00</b>		Cost/100 days usage
Trimble Maintenance	\$300.00	<b>\$3.00</b>		Cost/100 days usage
<b>Total Inst/Equip Daily Rate</b>		<b>\$6.00</b>		
<b>Total Equipment Daily Rate</b>			<b>\$194.00</b>	



**ARC SURVEYING & MAPPING, INC.**  
**5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210**  
**PHONE (904) 384-8377 FAX (904) 384-8388**  
 www.arcsurveyors.com

EXHIBIT B

**HYDROGRAPHIC MULTIBEAM SURVEY CREW RATES 2018-2019**

Overhead Rate (OH) 175.72%  
 Operating Margin (OM) 10.00%

Total Rate 185.72%

Current 2019 Labor Rate					
Position	Based on 8 Hour Day		Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate
Party Chief	34.91		\$64.83	\$99.73	\$797.84
Instrument Person	14.50		\$26.93	\$41.43	\$331.44
Labor Totals				\$141.16	\$1,129.28
Hydro Equip Day Rate					\$1,308.21
<b>2-Man Hydro Daily Crew Rate</b>			<b>Day Rate</b>	<b>\$2,437.49</b>	
			<b>Hourly Rate</b>	<b>\$304.69</b>	
Current 2019 Labor Rate					
Position	Based on 8 Hour Day		Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate
Party Chief	34.91		\$64.83	\$99.73	\$797.84
Instrument Person	14.50		\$26.93	\$41.43	\$331.44
Rod Person	12.00		\$22.29	\$34.29	\$274.29
Labor Totals				\$175.45	\$1,403.57
Hydro Equip Day Rate					\$1,308.21
<b>3-Man Hydro Daily Crew Rate</b>			<b>Day Rate</b>	<b>\$2,711.78</b>	
			<b>Hourly Rate</b>	<b>\$338.97</b>	
EQUIPMENT BREAKDOWN					
<b>Plant, Floating</b>					
Survey Vessel 25' Little Giant	\$65,512.00		\$131.02	Equip x 5 yrs depreciation /100 days usage	
2-Yamaha OB Motors	\$31,317.00		\$62.63	Equip x 5 yrs depreciation	
Vessel Trailer	\$1,926.00		\$3.85	Equip x 5 yrs depreciation /100 days usage	
O&M	\$6,800.00		\$68.00	Equip /100 days usage	
<b>Total Daily Plant Rate</b>				<u><b>\$265.51</b></u>	
<b>Survey Instrumentation &amp; Equipment</b>					
Reson 7125 Multibeam System/Transducer Mount	\$174,377.00		\$581.26	Equip x 3 yrs depreciation	
IMU Applanix POS/MV-320	\$91,660.00		\$305.53	Equip x 3 yrs depreciation	
Vehicle	\$38,121.83		\$127.07	Equip x 3 yrs depreciation	
Survey Computer	\$2,700.00		\$9.00	Equip x 3 yrs depreciation	
Sound velocity profiler	\$5,950.00		\$19.83	Equip x 3 yrs depreciation	
				<u><b>\$1,042.70</b></u>	
<b>Total Inst/Equip Daily Rate</b>			<u><b>\$1,308.21</b></u>		



**ARC SURVEYING & MAPPING, INC.**  
**5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210**  
**PHONE (904) 384-8377 FAX (904) 384-8388**  
 www.arcsurveyors.com

EXHIBIT B

**HYDROGRAPHIC SINGLE BEAM SURVEY CREW RATES 2018-2019**

Overhead Rate (OH) 175.72%  
 Operating Margin (OM) 10.00%

Total Rate 185.72%

<b>2-Man Hydro Crew Single Beam</b>		<b>Current 2019 Labor Rate</b>			
Position	Based on 8 Hour Day	Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate	
Party Chief	34.91	\$64.83	\$99.73	\$797.84	
Instrument Person	14.50	\$26.93	\$41.43	\$331.44	
Labor Totals			\$141.16	\$1,129.28	
Hydro Equip Day Rate				\$636.08	
<b>2-Man Hydro Daily Crew Rate</b>			<b>Day Rate</b>	<b>\$1,765.36</b>	
			<b>Hourly Rate</b>	<b>\$220.67</b>	
<b>3-Man Hydro Crew Single Beam</b>		<b>Current 2019 Labor Rate</b>			
Position	Based on 8 Hour Day	Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate	
Party Chief	34.91	\$64.83	\$99.73	\$797.84	
Instrument Person	14.50	\$26.93	\$41.43	\$331.44	
Rod Person	12.00	\$22.29	\$34.29	\$274.29	
Labor Totals			\$175.45	\$1,403.57	
Hydro Equip Day Rate				\$636.08	
<b>3-Man Hydro Daily Crew Rate</b>			<b>Day Rate</b>	<b>\$2,039.65</b>	
			<b>Hourly Rate</b>	<b>\$254.96</b>	
<b>EQUIPMENT BREAKDOWN</b>					
<b>Plant, Floating</b>					
Survey Vessel 25' Little Giant	\$65,512.00	\$131.02	Equip x 5 yrs depreciation /100 days usage		
2-Yamaha OB Motors	\$31,317.00	\$62.63	Equip x 5 yrs depreciation		
Vessel Trailer	\$1,926.00	\$3.85	Equip x 5 yrs depreciation /100 days usage		
O&M	\$6,800.00	\$68.00	Equip /100 days usage		
<b>Total Daily Plant Rate</b>			<u><b>\$265.51</b></u>		
<b>Survey Instrumentation &amp; Equipment</b>					
Knudsen 320M/Magnetometer	\$28,000.00	\$93.33	Equip x 3 yrs depreciation		
Motion Sensor	\$28,000.00	\$93.33	Equip x 3 yrs depreciation		
Vehicle	\$38,121.83	\$127.07	Equip x 3 yrs depreciation		
Survey Computer	\$2,700.00	\$9.00	Equip x 3 yrs depreciation		
Hypack	\$2,800.00	\$28.00	Equip /100 days usage		
Sound velocity profiler	\$5,950.00	\$19.83	Equip x 3 yrs depreciation		
			<u><b>\$370.57</b></u>		
<b>Total Inst/Equip Daily Rate</b>			<u><u><b>\$636.08</b></u></u>		



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**5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210**  
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 www.arcsurveyors.com

EXHIBIT B

**LASER SCAN SURVEYING CREW RATES 2018-2019**

Overhead Rate (OH) 175.72%  
 Operating Margin (OM) 10.00%

Total Rate 185.72%

**2-Man Laser Scan Survey Crew** Current 2019 Labor Rate

Position	Raw Hourly Labor Based on 8 Hour Day	Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate				
Laser Party Chief	34.91	\$64.83	\$99.73	\$797.84				
Instrument Person	14.50	\$26.93	\$41.43	\$331.44				
Labor Totals			\$141.16	\$1,129.28				
Laser Scan Equip Day Rate				\$1,044.84				
<b>2 Man Laser Scan Daily Crew Rate</b>				<table border="1" style="margin-left: auto;"> <tr> <td><b>Day Rate</b></td> <td style="text-align: right;"><b>\$2,174.12</b></td> </tr> <tr> <td><b>Hourly Rate</b></td> <td style="text-align: right;"><b>\$271.76</b></td> </tr> </table>	<b>Day Rate</b>	<b>\$2,174.12</b>	<b>Hourly Rate</b>	<b>\$271.76</b>
<b>Day Rate</b>	<b>\$2,174.12</b>							
<b>Hourly Rate</b>	<b>\$271.76</b>							

**1-Man Laser Scan Survey Crew** Current 2019 Labor Rate

Position	Raw Hourly Labor Based on 8 Hour Day	Rate with OH + Profit	Total Loaded Per Hour	Loaded Labor Day Rate				
Laser Party Chief	34.91	\$64.83	\$99.73	\$797.84				
Labor Totals			\$99.73	\$797.84				
Laser Scan Equip Day Rate				\$1,044.84				
<b>1 Man Laser Scan Daily Crew Rate</b>				<table border="1" style="margin-left: auto;"> <tr> <td><b>Day Rate</b></td> <td style="text-align: right;"><b>\$1,842.68</b></td> </tr> <tr> <td><b>Hourly Rate</b></td> <td style="text-align: right;"><b>\$230.34</b></td> </tr> </table>	<b>Day Rate</b>	<b>\$1,842.68</b>	<b>Hourly Rate</b>	<b>\$230.34</b>
<b>Day Rate</b>	<b>\$1,842.68</b>							
<b>Hourly Rate</b>	<b>\$230.34</b>							

The above rates include equipment:  
 Laser Scan Survey System  
 DGPS/RTK Positioning Trimble System  
 Vehicle

**EQUIPMENT BREAKDOWN**

Survey Instrumentation & Equipment		Explanation of Day Rate
Laser Scan System	\$192,500.00	\$770.00 Equip x 2 1/2 yrs depreciation /100 days
DGPS/RTK Positioning Trimble	\$46,000.00	\$153.33 Equip x 3 yrs depreciation /100 days usage
Level	\$5,000.00	\$16.67 Equip x 3 yrs depreciation /100 days usage
Vehicle	\$24,580.00	\$81.93 Equip x 3 yrs depreciation /100 days usage
Batteries	\$2,150.00	\$7.17 Equip x 3 yrs depreciation /100 days usage
Survey Computer	\$1,722.00	\$5.74 Equip x 3 yrs depreciation /100 days usage
<b>Yearly maintenance costs of survey equipment</b>		
Maintenace of Laser Scanner	\$1,000.00	\$10.00
<b>Total Inst/Equip Daily Rate</b>		<u><b>\$1,044.84</b></u>



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[www.arcsurveyors.com](http://www.arcsurveyors.com)

**AFP Rates to be Added to Contract**

<b>Postion</b>	<b>2019 Average Pay Rates</b>	<b>Rate with OH + Profit</b>	<b>Total Loaded Hourly Rate:</b>
GIS Specialist	\$44.33	\$82.32	\$126.65
SUR Chief Surveyor	\$62.50	\$116.08	\$178.58
SUR Clerical	\$19.00	\$35.29	\$54.29
SUR Party Chief	\$34.91	\$64.83	\$99.73
SUR Survey Technician 3 Senior	\$14.50	\$26.93	\$41.43
SUR Survey Technician 2 Junior	\$12.00	\$22.29	\$34.29

<b>Consultant</b>	<b>Item</b>	<b>Unit of Measure</b>	<b>Rate</b>	<b>Day Rate</b>
Arc Surveying	2-Man Topo Crew with equipment	Hourly	\$165.41	\$1,323.28
Arc Surveying	3-Man Topo Crew with equipment	Hourly	\$199.70	\$1,597.57
Arc Surveying	2-Man Hydro Crew with equipment <b>Multibeam</b>	Hourly	\$304.69	\$2,437.49
Arc Surveying	3-Man Hydro Crew with equipment <b>Multibeam</b>	Hourly	\$338.97	\$2,711.78
Arc Surveying	2-Man Hydro Crew with equipment <b>Singlebeam</b>	Hourly	\$220.67	\$1,765.36
Arc Surveying	3-Man Hydro Crew with equipment <b>Singlebeam</b>	Hourly	\$254.96	\$2,039.65
Arc Surveying	1-Man Laser Scan Crew with equipment	Hourly	\$230.34	\$1,842.68
Arc Surveying	2-Man Laser Scan Crew with equipment	Hourly	\$271.76	\$2,174.12



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

August 8, 2018

Frank J. Sawyer, President  
ARC SURVEYING & MAPPING, INC.  
5202 San Juan Avenue  
Jacksonville, Florida 32210

Dear Mr. Sawyer:

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

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	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Published Fee Schedule
175.72%	1.598%	Reimbursed	No	65.24%	Yes

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

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

**Form 1 - SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Collins Engineers, Inc.

Proposal Number P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>62.15</u> hr.
Design Engineer or Architect (Registered)	\$ <u>42.29</u> hr.
Designer or Technician (Non-Registered)	\$ <u>34.57</u> hr.
Drafter or CADD Operator	\$ <u>30.04</u> hr.
Field Inspector	\$ <u>N/A</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>25.68</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 184.84 %
3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %
4. Cost of 4-man survey crew per 8 hour day (If applicable) \$ N/A hr.

5. Other Direct Project Costs per Unit (please specify)

Diving Pay = \$150/person/day of diving in diver/standby diver capacity; airfare = per receipt

Dive Equipment Rental = \$40/person/day of diving in diver/standby diver capacity, Scuba Tank Rental = per receipt

Boat Rental w/ gas = \$190/day; Lodging, ME&I = GSA per diem; Mileage = Current allowable IRS rate

6. Estimated percentage of total fee to be performed by subconsultants 0 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

November 7, 2018

Charles Conrad, Senior Vice President  
COLLINGS ENGINEERS, INCORPORATED  
123 North Wacker Drive, Suite 900  
Chicago, Illinois 60606

Dear Mr. Conrad:

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 5 - Bridge Inspection
- 5.1 - Conventional Bridge Inspection
  - 5.2 - Movable Bridge Inspection
  - 5.3 - Complex Bridge Inspection
  - 5.4 - Bridge Load Rating

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 September 30, 2019 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
184.84%	140.84%	0.551%	Reimbursed	No	8.72%	7.60%*

\*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  
Professional Services  
Qualification Administrator

**Form 1 - SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Environmental Services, Inc.

Proposal Number P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>70.67</u> hr.
Design Engineer or Architect (Registered)	\$ <u>N/A</u> hr.
Designer or Technician (Non-Registered)	\$ <u>20.19</u> hr.
Drafter or CADD Operator	\$ <u>35.35</u> hr.
Field Inspector	\$ <u>N/A</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>20.75</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 174.00 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10.00 %

4. Cost of 4-man survey crew per 8 hour day (if applicable) \$ N/A hr.

5. Other Direct Project Costs per Unit (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Estimated percentage of total fee to be performed by subconsultants 0 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Senior Scientist	\$40.87
Project Scientist	\$17.55
Archaeologist	\$43.99

**Concetta Westcott**

**From:** Owens, Jeffrey <Jeffrey.Owens@dot.state.fl.us>  
**Sent:** Thursday, June 14, 2018 9:04 AM  
**To:** Kell, Carliayn; Walls, Kelly  
**Cc:** Cook, Jon; Concetta Westcott  
**Subject:** Review self-certification information for Environmental Services, Inc. - FYE 12/31/17



**Florida Department of Transportation**

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

Michael J. Dew  
SECRETARY

This Office has completed a review of the Self-Certification information submitted by Environmental Services, Inc. for the period ending December 31, 2017. The rates we have accepted are listed below. The overhead and direct expense rates are limited to the department caps. If this Company is prequalified in a work type, the expiration date should coincide with the prequalification expiration date.

**REVIEW OF SELF-CERTIFICATION**

<b>CONSULTANT NAME</b>	Environmental Services, Inc.	<b>F/Y Ended</b>	12/31/17	<b>Prequalification Expires</b>	6/30/19
<b>CPA'S NAME</b>	Self-Certification	<b>DATE OF RECEIPT</b>	6/14/18	<b>Cert. DATE</b>	6/13/18

**REPORT STATUS**

<b>ACCEPTED</b>	<b>REJECTED</b>	<b>OT PREMIUM</b>	<b>Reimb. Actual Expenses</b>
X		Excluded <small>(Excluded or Reimb)</small>	NO

**COST BASED RATES**

<b>OVERHEAD</b>		<b>DIRECT EXPENSE</b>		<b>FCCM</b>	<b>Published Fee Schedule</b>
<i>Home</i>	<i>Field</i>	<i>Home</i>	<i>Field</i>		
167.77%		8.72%		0.281%	NO
<i>capped</i>		<i>capped</i>			

Jeffrey B. Owens  
Procurement Office  
Florida Department of Transportation  
850-414-4539

[jeffrey.owens@dot.state.fl.us](mailto:jeffrey.owens@dot.state.fl.us)

Please note that Florida has a broad public records law and that all correspondence, including e-mail, may be subject to disclosure. However, Indirect Cost Rate information is protected by Title 23 U.S. Code 112.

Are you doing your part for Florida? Report FRAUD... 1-800-255-8099! With your help, we all benefit.

**Form 1 - SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Johnson Surveying and Mapping, Inc.

Proposal Number P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>72.12</u> hr.
Design Engineer or Architect (Registered)	\$ _____ hr.
Designer or Technician (Non-Registered)	\$ <u>40.00*</u> hr.
*Project Manager	
Drafter or CADD Operator	\$ <u>25.00</u> hr.
Field Inspector	\$ _____ hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>18.00</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 175 %
3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %
4. Cost of 4-man survey crew per 8 hour day (If applicable) \$ 1540/ day hr.
5. Other Direct Project Costs per Unit (please specify)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Estimated percentage of total fee to be performed by subconsultants 0 %

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WILLIAM S. MYERS**

CERTIFIED PUBLIC ACCOUNTANT

**To: Whom It May Concern**

**From: William S. Myers, CPA**

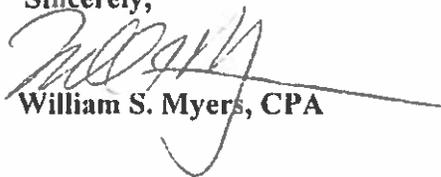
**Date: June 24 10, 2019**

**Re: Johnson Surveying and Mapping, Inc.**

**As the Certified Public Accountant for Johnson Surveying & Mapping, Inc. over the last several years I can verify that the overhead incurred by the Company has averaged 179%.**

**If there should be any questions regarding this matter, please feel free to contact me.**

**Sincerely,**

  
**William S. Myers, CPA**

## Labor Rates

<b>PART I - GENERAL</b>				
1. Project - McCoys Creek Restoration			2. Project Number P-04-19	
3. Name of Consultant Johnson Surveying and Mapping			4. Date of Proposal	
<b>PART II - LABOR RELATED COSTS</b>				
5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Company principal	\$ 72.12	0	\$ 0.00	
Senior project manager			\$ 0.00	
Project manager	\$ 40.00	0	\$ 0.00	
Cadd Technician	\$ 25.00	0	\$ 0.00	
Field Crew (3 Man)	\$ 55.75	0	\$ 0.00	
Field Crew (4 Man)	\$ 67.75	0	\$ 0.00	
Crew Chief	\$ 24.00	0	\$ 0.00	
Instrument Operator	\$ 18.00	0	\$ 0.00	
Field assistant I	\$ 13.75	0	\$ 0.00	
Field assistant II	\$ 12.00	0	\$ 0.00	
Administrative Clerical	\$ 18.00	0	\$ 0.00	
<b>TOTAL DIRECT LABOR</b>				<b>\$ -</b>
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 175.00%				<b>\$ -</b>
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				<b>\$ -</b>
8. PROFIT: Labor Related Costs (Item 7) x 10%				<b>\$ -</b>
<b>SUB-TOTAL SALARY RELATED COSTS</b>				<b>\$ -</b>
<b>PART III - OTHER COSTS</b>				
9. MISCELLANEOUS DIRECT COSTS Mileage (Standard GSA Rate 2018)				
<b>MISCELLANEOUS DIRECT COSTS SUB-TOTAL</b>				<b>\$ -</b>
10. SUBCONTRACTS (Lump Sum)				
<b>SUB-CONTRACT SUB-TOTAL</b>				<b>\$ -</b>
<b>PART IV - SUMMARY</b>				
<b>TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)</b>				<b>\$ -</b>

FOR INFORMATION ONLY - DO NOT SUBMIT WITH YOUR PROPOSAL

**Form 1 - SCHEDULE OF PROPOSED PRICES/RATES**

NAME OF CONTRACTOR Meskel & Associates Engineering

Proposal Number P-47-18

1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>55.29</u> hr.
Senior Engineer(Registered)	\$ <u>48.08</u> hr.
Staff Engineer (EI)	\$ <u>30.40</u> hr.
Drafter or CADD Operator	\$ <u>23.00</u> hr.
Field Inspector	\$ <u>24.50</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>22.00</u> hr.

2. Total Overhead Rate (to be applied to Direct Labor:) 200 %

3. Profit Rate (to be applied to Direct Labor plus Overhead) 10 %

4. Cost of 4-man survey crew per 8 hour day (If applicable) \$ N/A hr.

5. Other Direct Project Costs per Unit (please specify)

See attached fee schedule.

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6. Estimated percentage of total fee to be performed by subconsultants \_\_\_\_\_

7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Laboratory Technician \$25.50

Staff Engineer (Non-Registered) \$27.00

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MESKEL & ASSOCIATES ENGINEERING		
2019 FEE SCHEDULE		
ITEM	UNIT	RATE
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	\$10.00
402-Geo Auger Borings-Track	LF	\$12.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$450.00
418-Geo Drill Crew Support Vehicle	Day	\$130.00
419-Geo Drilling Crew 2-Person	Hour	\$150.00
420-Geo Drilling Crew 3-Person	Hour	\$210.00
427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$30.00
428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$35.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$40.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$45.00
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Each	\$325.00
433-Geo Field Permeability 10-25 Ft Open-End Borehole Method	Each	\$375.00
440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$5.75
441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$6.75
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$7.75
446-Geo Hand Auger with DCP (0-50 ft) ASTM D1452	LF	\$15.00
447-Geo Hand Auger with SCP (0-50 ft) ASTM D1453	LF	\$17.50
450-Geo Piezometer 2" 0-50 Ft	LF	\$22.50
463-Geo Rock Coring Truck/Mud Bug 0-50 Ft less than 4" ID	LF	\$37.00
465-Geo Rock Coring Truck/Mud Bug 50-100 Ft less than 4" ID	LF	\$42.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$45.00
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$12.50
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$15.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$18.75
481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$23.00
482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$28.25
488-Geo Temp Casing 3" Truck/Mud Bug 0-50 Ft	LF	\$8.50
489-Geo Temp Casing 3" Truck/Mud Bug 50-100 Ft	LF	\$9.50
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$11.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$13.15
498-Geo Temp Casing 4" Truck/Mud Bug 0-50 Ft	LF	\$9.25
499-Geo Temp Casing 4" Truck/Mud Bug 50-100 Ft	LF	\$10.25

<b>MESKEL &amp; ASSOCIATES ENGINEERING</b>		
<b>2019 FEE SCHEDULE</b>		
ITEM	UNIT	RATE
500-Geo Temp Casing 4" Truck/Mud Bug 100-150 Ft	LF	\$11.25
501-Geo Temp Casing 4" Truck/Mud Bug 150-200 Ft	LF	\$12.75
514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$465.00
519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$115.00
520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$125.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$135.00
619-Mobilization Tri-Pod	Each	\$550.00
708-MOT Provide Channelizing Devices – Cone	Each	\$1.00
712-MOT Support Vehicle	Hour	\$50.00
809-Soils Hydrometer Only AASHTO T88	Test	\$115.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$275.00
811-Soils Liquid Limit AASHTO T89	Test	\$45.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$35.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$15.00
819-Soils Organic Content Ignition FM 1 T-267	Test	\$35.00
821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$154.00
822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$55.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$48.50
827-Soils Proctor Modified FM 1-T180	Test	\$110.00
828-Soils Proctor Standard AASHTO T99	Test	\$100.00
831-Soils Specific Gravity AASHTO T100	Test	\$65.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$125.00
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$100.00
Geo Extra SPT Samples- Tri-pod 0-50 Ft	Each	\$36.00
Geo Grout Boreholes- Tri-pod 0-50 Ft	LF	\$6.75
Geo SPT Tri-pod 0-50 Ft	LF	\$26.50



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

July 18, 2018

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 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	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
244.94%	144.61%	0.396%	Reimbursed	No	0.00%	2.24%*	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.

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

Sincerely,

Carliayn Kell  
Professional Services  
Qualification Administrator

NAME OF CONTRACTOR	<b>Wood Environment &amp; Infrastructure Solutions, Inc</b>
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Proposal Number	<b>P-47-18</b>
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## 1. Average hourly direct labor rates (without Fringe Benefits)

Project Manager (Responsible Professional)	\$ <u>56.92</u> hr.
Design Engineer or Architect (Registered)	\$ <u>41.08</u> hr.
Designer or Technician (Non-Registered)	\$ <u>N/A</u> hr.
Drafter or CADD Operator	\$ <u>N/A</u> hr.
Field Inspector	\$ <u>N/A</u> hr.
Clerical (Typist, Word Processor, Document Assembly, etc.)	\$ <u>20.45</u> hr.

## 2. Total Overhead Rate (to be applied to Direct Labor:)

	\$ <u>166.58</u> %
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## 3. Profit Rate (to be applied to Direct Labor plus Overhead)

	\$ <u>10</u> %
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## 4. Cost of 4-man survey crew per 8 hour day (If applicable)

	\$ <u>N/A</u> hr.
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## 5. Other Direct Project Costs per Unit (please specify)

## 6. Estimated percentage of total fee to be performed by subconsultants

	<u>N/A</u> %
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## 7. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Senior Principal Geotechnical Engineer	\$ 59.93 hr.
Principal Geotechnical Engineer	\$ 58.16 hr.
Senior Geotechnical Engineer	\$ 48.95 hr.
Remediation Specialist	\$ 60.00 hr.
GISP	\$ 36.73 hr.
Environmental Scientist	\$ 25.79 hr.
Project Coordinator	\$ 24.99 hr.
QA Principal Engineer	\$ 88.49 hr.



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

October 23, 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

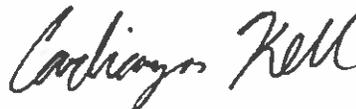
Home/ Branch Overhead	Field Overhead	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense	Published Fee Schedule
138.99%	121.42%	Reimbursed	No	27.59%	21.33%*	Yes

\*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](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
 Professional Services  
 Qualification Administrator

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

Name of Proposer: HDR Engineering, Inc.

Project Title: P-47-18 Professional Design Services for Northbank Bulkhead Replacements

Proposal Number: P-47-18 Total Base Proposal Amount (if applicable): TBD

**\*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
Johnson Surveying & Mapping, Inc.	Non-MBE	Topo Survey	10%
Meskel and Associates Engineering	Women	Geotechnical	10%
Wood Environment and Infrastructure Solutions, Inc.	N/A	Geotechnical	2%
ARC Surveying & Mapping, Inc.	N/A	Hydro Survey	2%
Environmental Services, Inc.	N/A	Permitting	2%
Collins Engineers, Inc.	N/A	Underwater Inspection	2%

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	\$
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	10%
Non-MBE Participation Total	10%

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: VP/Managing Principal Date: July 10, 2019

Print Name: Carol C. Worsham