SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: CDB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Auld & White Constructors, LLC for Design Build Services for Marine Fire Station #39 to incorporate Amendment 3 for 90% Design and pre-construction services in the amount of $649,724.00 to a new GMP amount of $1,034,857.00, allowing an additional 238 days from the Notice to Proceed.

Funding Source: 32124.127001.565051.010366.00000000.00000.0000000 – to be executed by formal contract amendment (#3) by Office of General Counsel

ATTACHMENTS: Recommendation Memo, Exhibit D, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **NINA SICKLER, P.E. DIRECTOR OF PUBLIC WORKS**

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

City of Jacksonville, Florida

Donna Deegan, Mayor

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

A NEW DAY

April 30, 2024

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E.
Director of Public Works

FROM: Sheldon Gibbs, P.E.
Acting Chief, Engineering and Construction Management

Keith Powers
Director of Fire and Rescue

SUBJECT: Amendment #3 Contract #70752-23/ PO 666506-24 CDB-0165-22
Auld & White Constructors, LLC.
Design Build Services for Fire Station #39

In accordance with Design/Build CDB-0165-22, Contract #70752-23 for Fire Station #39 was awarded in the amount of $194,000.00 to provide 30% Design Services. Amendment #1 in the amount of $6,800.00 was for additional testing to confirm what type of debris material had been encountered. Amendment #2 in the amount of $184,333.00 was for 90% Design and pre-construction services. Amendment #3 is for the remaining 90% design and pre-construction services, as indicated on the attached Scope and Fee Summary, Exhibit D in the amount of $649,724.00, allowing an additional 238 days from the Notice to Proceed.

Accordingly, this is to recommend that Contract #70752-23, originally executed October 12, 2023, between the City and Auld & White Constructors, LLC for Fire Station #39 be amended to incorporate the Attached Scope and Fee Summary, Exhibit D to increase the GMP by $649,724.00 to a new GMP amount of $1,034,857.00.

Funding is as follows:

Accounts	TOTAL
010366	
FRCP Fire Stations Capital Projects- Fire Control	
565051	
2	
32124-384020	
	$649,724.00

SG/lw

cc: Jonathan Page, P.E., Engineering and Construction Management

Attachment: Exhibit D

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

AULD & WHITE
CONSTRUCTORS • LLC

April 10, 2024

Re: Marine Fire Station No. 39
CDB-0165-22
90% Design & Temp FS Proposal

Mr. Jonathan Page
City of Jacksonville Engineering Department
214 N. Hogan Street
Jacksonville, Florida 32202

Dear Mr. Page:

Auld & White Constructors, LLC (AWC) is pleased to submit our proposal for 90% Design and Temporary Fire Station for Marine Fire Station No. 39. The project consists of a two-story fire station with 3-bay apparatus bay and will be designed to meet all local and state code requirements along with achieving Sustainable Building Certification as outlined by the City of Jacksonville.

90% Design Services & Temporary Fire Station proposal includes:

- Architectural services to continue the development of the design from 30% to 90%. Structural, mechanical, electrical, plumbing, fire alarm, and fire sprinkler engineering to develop the plans to 90%. Design services to provide for two deliverables:
    - 60% design submittal for review and approval by COJ and JFRD
    - Preliminary, not-for-construction, 90% construction documents
- Includes serving as sustainable design project administrator through Florida Green Building Coalition Green Commercial Building Certification.
- Traffic Engineering for providing pre-emption signal modification plans and details at Bay Street and Gator Bowl Boulevard intersection traffic signals.
- Allowance for additional SUE Reports as needed for JEA water investigation.
- Allowance to provide a temporary marine fire station offsite pending completion of the dock & bulkhead by Others.
- Preconstruction Phase duration is 34 weeks.

Total 90% Design Proposal: $649,724

If you have any questions or need further clarification, please feel free to contact me at (904) 296-2555 or (904) 806-2563. Thank you for this opportunity and we look forward to working with the City of Jacksonville and the Jacksonville Fire & Rescue Department on another successful project.

Sincerely,

Cindy Reis

Cindy Reis
Project Development Manager – Public Sector

attachments

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

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

PART I - GENERAL

1. Project Design-Build Services for Marine FS No. 39 90% Design & Temporary Fire Station	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant Auld & White Constructors LLC	**4. Date of Proposal** April 10, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 80.74		$ 0.00	
Project Manager	$ 74.07		$ 0.00	
Director of Preconstruction	$ 75.93		$ 0.00	
Director of Estimating	$ 75.93		$ 0.00	
Estimator	$ 66.67		$ 0.00	
Constructability Review Specialist	$ 68.52		$ 0.00	
Permit Expediter	$ 35.19		$ 0.00	
Construction/Estimating Assistant	$ 25.93		$ 0.00	
TOTAL DIRECT LABOR	#DIV/0!	0		$ -

6. Overhead (Combined Fringe Benefit & Administrative)		
Overhead Rate	**170 %** x Total Direct Labor	$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)		**$ -**
8. PROFIT: Labor Related Costs (Item 7)	x **10%**	$ -
SUBCONSULTANT COORDINATION: Item 11	**7.5%**	$ 44,709.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 1,250.00	
Transportation & Shipping	$ 145.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 1,395.00
10. REIMBURSABLE COSTS (Limiting Amount)		
SUE Report Allowance for JEA Water		$ 7,500.00
SUB-TOTAL REIMBURSABLES		$ 7,500.00
11. SUBCONTRACTS		
Goodson Bergen & Associates (Chindalur Traffic Engr)	$ 19,150.00	
LS3P	$ 406,969.60	
Temporary Fire Station Allowance	$ 170,000.00	
	$	
	$	
	$	
	$	
SUB-TOTAL SUBCONTRACTS		$ 596,120.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 649,724.00**

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT A
PROPOSAL FOR ARCHITECTURAL SERVICES

Date: March 19, 2024

Client: Nathan Marty
Auld & White Constructors
1458 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

Project: City of Jacksonville Design-Build Services Marine Fire Station #39
Jacksonville, Florida 32202
Architect's Project No. 0751-231620

RE: 90% Design

LS3P appreciates this opportunity to submit this proposal for architectural/engineering services to develop a 90% design for new Marine Fire Station #39 based on our understanding of the RFQ for the Design-Build Services Marine Fire Stations #s 39 and 68 issued by the City of Jacksonville and the preliminary concept design prepared by LS3P with input from Auld &White Constructors, City of Jacksonville, and Jacksonville Fire and Rescue Department.

Auld & White Constructors to provide overall project management for the Design-Build Team and LS3P will lead the design effort and coordinate with each design consultant. LS3P has included the following subconsultants:

Keister Webb Structural Engineers (Structural)
Simes & Rosch Engineering (MEP)
The Vertex Companies (Fire Alarm & Fire Protection)
SER Engineering Services (Commissioning)

SCOPE OF WORK

The scope of work is to provide architectural/engineering design services to prepare a preliminary, not for construction, 90% design for a 12,443 sq. ft., two-story fire station.

The first floor shall include the following spaces: three-bay apparatus bay (sized to match the current JFRD protype) with alcove for extractor, bunker gear, lobby, public restroom, special events office, special events and EMS storage, fitness room, storage, marine storage, and lawn storage.

The second floor living quarters shall include dispatch, day room, kitchen, dining, locker room, bunk room, private office, chief's room including toilet/shower, men's toilet/shower, women's toilet/shower (single user), laundry room, storage room, janitors' closet, electrical room, communications room, and mechanical closet.

Exterior shall include a covered entry, covered patio with rough-in for gas grill, and emergency generator.

The following requirements will be implemented into the new design:

- Minimum first floor finish floor elevation of 6.0.
- Remain operational during a hurricane.
- Critical infrastructure and equipment to be located on second floor.
- Emergency Generator with 500-gallon fuel tank.
- Comply with all applicable building and life safety codes.
- Comply with all applicable requirements of the Florida Accessibility Code.
- Achieve a Florida Green Commercial Building Standard Bronze certification.

Per the Florida Building Code Wind Speed Map, the fire station shall be designed for a basic wind speed of 143 mph for a Risk Category IV structure. The code required design wind speeds for the project will be 143 mph for the Ultimate Design Wind Speed and 111 mph for the Nominal Design Wind Speed. This equates to just above a Category 3 hurricane.

Marine Fire Station #39 shall be designed to be a low-maintenance, durable, fire-resistant, and hurricane-resistant structure. To achieve this, the proposed building construction type will be either concrete tilt-up panel or CMU exterior walls with a low-slope fully adhered thermoplastic polyolefin membrane roof system on polyisocyanurate rigid insulation board on steel decking on sloped steel bar joists. The second-floor construction shall be concrete fill on metal decking on steel bar joists or steel beams supported by load bearing concrete or masonry walls and steel columns as required.

The scope of work also includes electrical design services for the new electrical service for the marine dock and related area lighting. Simes & Rosch Engineering will perform the electrical design (excluding electrical distribution and lighting for the dock). This work will include coordination with the electrical utility company for the new transformer and design of the service lateral, service equipment, meter, and a pedestal-mounted panelboard for the electrical circuits on the dock. Spare conduit for future electrical service from the fire station, telecommunications, public address and security systems will also be routed to the property line. Note that the electrical design of the dock itself is provided by others. The demarcation point for the two designs will be a new pull box five feet off the bulkhead. Area lighting will be designed for the shore adjacent to the dock. Specifically, Simes & Rosch Engineering shall perform engineering calculations to include: short circuit, voltage drop, and lighting calculations; and shall provide related plans, riser diagrams, panel and lighting schedules and electrical details as necessary to fully describe the electrical distribution system.

SCOPE OF BASIC SERVICES – 90% DESIGN

1. Design team to attend a design kickoff meeting with COJ, JFRD, and Auld & White Constructors. The agenda for the meeting shall include the following:
    a. Review and confirm project scope of work.
    b. Review operational requirements.
    c. Review design schedule.
2. Design team to attend bi-weekly meetings to review design progress.

3. Design team to update project program as design progresses.
4. LS3P to conduct the mandatory Green Project Meeting required for the Florida Green Commercial Building Standard application.
5. Provide all necessary documentation including drawings and specifications to completely define the scope of work for development of the GMP.
6. Architectural design to include the following drawings:
   a. Cover Sheet.
   b. Project Information – Drawing Index.
   c. Building and Life Safety Code Analysis.
   d. Plumbing Fixture Calculations.
   e. Life Safety Plans.
   f. Partition Types.
   g. UL Assemblies.
   h. Accessory Item Types and Mounting Heights.
   i. First Floor Plan.
   j. Second Floor Plan.
   k. First Floor Reflected Ceiling Plan.
   l. Second Floor Reflected Ceiling Plan.
   m. Roof Plan.
   n. Exterior Elevations (including 3D views of the model)
   o. Building Sections.
   p. Wall Sections
   q. Enlarged Stair Plans and Sections.
   r. Enlarged Elevator Plans and Sections.
   s. Enlarged Toilet Room Plans and Elevations.
   t. Toilet & Bath Accessories Schedule.
   u. Enlarged Plans.
   v. Vertical Circulation Plans, Sections, and Details.
   w. Door Schedule and Details.
   x. Window Schedule and Details.
   y. Storefront & Curtain Wall Schedules and Details.
   z. Roof Finish Schedule.
   aa. Finish Legend.
   bb. Interior Elevations.
   cc. Millwork Details.
   dd. Finish Plans.
   ee. Miscellaneous Exterior and Interior Details.

DELIVERABLES

90% Design to include two deliverables: a 60% design submittal and a 90% design submittal.

All drawings to be provided in electronic (PDF) format. All drawings to include City of Jacksonville title blocks with a sheet size of 24" x 36".

All specifications to be printed to PDF format using a sheet size of 8-1/2" x 11" with all sections bound and bookmarked. Specifications for fire sprinkler and fire alarm design to be included on the Drawings.

All deliverables to be sent via email with a link to download applicable documents.

Printing is not included in this proposal. If prints are requested, they will be invoiced as a reimbursable expense.

SUSTAINABLE BUILDING CERTIFICATION

This proposal includes design costs associated with pursuing a sustainable design certification through the Florida Green Building Coalition's (FGBC) Florida Green Commercial Standard. Scott Brady (LS3P) will serve as the designated professional and will be responsible for managing the application. Scott Rosch (SER Engineering Services) will serve as the commissioning authority (CxA).

90% design to include attendance at the mandatory Green Project meeting and development of the Owner's Project Requirements, design narratives (architectural, mechanical, electrical, and plumbing), and preliminary project checklist indicating those credits that the Design-Build Team is pursuing. LS3P has included a reimbursable cost of $500 to register the project with the Florida Green Building Coalition.

PROFESSIONAL FEES

This proposal is based on a construction cost for the building (excluding sitework) of $9,000,000.

Please note that the professional fee included in this proposal for architectural services is for LS3P to continue the development of the design from 30% to 90%, while all other professional fees included in this proposal for structural, MEP, fire alarm, and fire protection are to provide a 90% design.

See enclosed *Exhibit B Contract Fee Summary Format for Engineering Division City of Jacksonville – Florida* for LS3P (architectural) and each of the engineering consultants including Keister Webb Structural Engineers (structural), Simes & Rosch (MEP), The Vertex Companies (fire alarm & fire protection).

LS3P will bill monthly to the percentage of work completed.

EXCLUSIONS

The following items are excluded from LS3P's scope of services and fees:

- Providing services to investigate existing soil and environmental conditions including geotechnical conditions.
- Providing topographic or property surveys.
- Environmental services.
- Civil engineering.
- Landscape architecture.
- Irrigation design.
- Any specialty consultants including acoustical, IT/cabling, signage, or other specialized consultants not listed or otherwise outside of normal design criteria.
- Construction cost estimating.

- Substantive changes to scope, size, or complexity.
- Design, selection, specification or procurement of furniture, furnishings, and equipment.
- Art or plantscape design consultation or coordination.
- Environmental graphics and project signage.
- Document reproduction and printing.

ADDITIONAL SERVICES

Additional services not covered in the above scope of work as part of this proposal but found to be necessary shall be recoverable.

For any hourly work, LS3P will invoice the work at the applicable hourly rates included in the enclosed LS3P and subconsultant proposals (Exhibit B Contract Fee Summary Format for Engineering Division City of Jacksonville – Florida).

REIMBURSABLE EXPENSES

In addition to our compensation, we would ask that we be reimbursed for expenditures incurred by LS3P specifically for this project. These expenses will be invoiced monthly at our actual cost times a multiple of one and one-tenth (1.1) for administrative expenses. All travel expenses to attend project meetings are included in this proposal.

FORM OF AGREEMENT

ConsensusDocs 420 Standard Form of Agreement Between Design-Building and Design Professional as revised by this Proposal for Architectural Services.

LS3P has developed this scope of service and fee proposal based on our experience. Please review and contact me if you have any questions. We will be more than happy to discuss options with you to ensure that the scope of work and fee proposal meet with your expectations.

If this proposal is agreeable, please sign on the following page and return to me. Upon execution of the form of agreement, LS3P will commence with the design.

LS3P appreciates the opportunity to submit this fee proposal and we greatly look forward to working with you on this project.

Respectfully,

LS3P

Scott A. Brady, AIA, NCARB, LEED AP
Senior Project Manager | Vice President | Principal

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Enclosures

Proposal Accepted and Authorized By:

Printed Name	Signature	Position/Title	Date

Cc: Tom Norman

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

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

PART I - GENERAL

1. Project Design-Build Marine Fire Station #39 90% Design	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant LS3P Associates Ltd.	**4. Date of Proposal** March 19, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Officer/Principal	$ 72.37	122	$ 8,829.14	
Officer / Principal	$ 65.79	136	$ 8,947.44	
Senior Project Manager	$ 59.21	256	$ 15,157.76	
Project Manager	$ 52.63	0	$ 0.00	
Senior Architect/Senior Int. Designer	$ 50.00	40	$ 2,000.00	
Arch Staff III / Design Staff III	$ 44.74	0	$ 0.00	
Arch Staff II / Design Staff II	$ 39.47	480	$ 18,945.60	
Arch Staff I / Design Staff I	$ 35.53	444	$ 15,775.32	
Designer	$ 32.89	0	$ 0.00	
Senior Technician	$ 35.53	120	$ 4,263.60	
Technician	$ 32.89	0	$ 0.00	
Administrative	$ 26.32	86	$ 2,263.52	
TOTAL DIRECT LABOR	$ 45.24	1684		$ 76,182.38
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor				$ 114,273.57
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 190,455.95**
8. PROFIT: Labor Related Costs (Item 7) x **10%**				$ 19,045.60

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
FGBC Registration Fee	$ 500.00	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ 500.00
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
Keister Webb Structural Engineers (Structural)	$ 47,825.09	
Simes & Rosch Engineering (MEP)	$ 139,822.96	
The Vertex Companies (Fire Alarm & Fire Protection)	$ 7,920.00	
SER Engineering Services (Commissioning)	$ 1,400.00	
	$	
SUB-TOTAL REIMBURSABLES		$ 196,968.05

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 406,969.60**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Exhibit B

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

PART I - GENERAL

1. Project Design-Build Marine Fire Station #39 90% Design	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant Keister Webb Structural Engineers LLC	**4. Date of Proposal** February 14, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 86.54	6	$ 519.24	
Senior Professional Engineer/PM	$ 76.92	14	$ 1,076.88	
Project Engineer	$ 60.10	76	$ 4,567.60	
Design Engineer	$ 57.69	72	$ 4,153.68	
Senior BIM Technician	$ 45.67	150	$ 6,850.50	
Clerical	$ 27.88	8	$ 223.04	
			$ 0.00	
TOTAL DIRECT LABOR	$ 53.35	326		$ 17,390.94
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	150 % x Total Direct Labor			$ 26,086.41
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 43,477.35**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 4,347.74

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 47,825.09**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Exhibit B

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

PART I - GENERAL

1. Project Design-Build Services Marine Fire Station #39 90% Design	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant Simes & Rosch, LLC	**4. Date of Proposal** March 19, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal Engineer	$ 89.58	72	$ 6,449.76	
Project Manager	$ 82.92	192	$ 15,920.64	
Design Engineer	$ 66.67	320	$ 21,334.40	
Designer or Technician	$ 41.25	196	$ 8,085.00	
Clerical	$ 36.67	32	$ 1,173.44	
TOTAL DIRECT LABOR	$ 65.23	812		$ 52,963.24
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate	140 % x Total Direct Labor			$ 74,148.54
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 127,111.78**
8. PROFIT: Labor Related Costs (Item 7)	x		10%	$ 12,711.18

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 139,822.96**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Exhibit B

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

PART I - GENERAL

1. Project Design-Build Marine Fire Station #39 Phase 1 - 90% Design	**2. Proposal No. / Contract No.** CDB-0165-22
3. Name of Consultant Vertex Companies	**4. Date of Proposal** February 14, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principle Engineer	$ 86.00		$ 0.00	
Senior Engineer	$ 72.00	40	$ 2,880.00	
Junior Engineer	$ 62.00		$ 0.00	
Project Manager	$ 50.00		$ 0.00	
Drafter	$ 42.00		$ 0.00	
Office Manager/Clerical	$ 34.00		$ 0.00	
			$ 0.00	
TOTAL DIRECT LABOR	$ 72.00	40		$ 2,880.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate		**150 % x Total Direct Labor**		$ 4,320.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 7,200.00**
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 720.00

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$	
Transportation & Shipping	$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 7,920.00**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	N.A.

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

February 6, 2024

Attn: Scott A. Brady, AIA, NCARB, LEED AP
LS3P Associates Ltd.
4651 Salisbury Road, Suite 330
Jacksonville, Florida 32256

Re: Commissioning Proposal for "Fire Station No. 39"

Mr. Brady:

SER Engineering Services, LLC is pleased to provide the following proposal for commissioning authority (CxA) services in support of the City of Jacksonville project titled "Fire Station No. 39". The project constructs a new two-story fire station, to be located in downtown Jacksonville, Florida. This proposal is based on the design concept used for the recently constructed COJ Fire Station 75, modified to include a special events office and storage room. The gross building areas will be approximately 12,443 square feet.

Qualifications: Scott E. Rosch, P.E. of SER Engineering Services, LLC will act as Commissioning Agent (CxA) to oversee the commissioning process. Mr. Rosch meets the commissioning agent requirements of FGBC Credit E3.01. Mr. Rosch is a licensed, professional engineer, but will be acting in the capacity of a Commissioning Agent for this project.

Scope of Services: Commissioning services for this proposal are based on the commissioning requirements associated with the Florida Green Building Coalition (FGBC) credits E3.01 and E3.02. The systems to be commissioned under this proposal are limited to HVAC, domestic water heating, and lighting control systems and components.

Commissioning is an inspection and testing process that involves both the CxA and the construction team. The general intent is to confirm proper operation of the installed equipment and the interactive control systems on behalf of the Owner prior to project delivery. In accordance with guidelines established by ACG, the CxA will oversee the commissioning process, and will develop the commissioning plan, installation and equipment startup checklists, and functional testing procedures for the above systems. The CxA and/or his representative will be on site for functional testing for pass/fail determination. Installing contractors will complete the installation checklists, and will support the functional testing phase by providing the necessary personnel, access equipment, control component interface equipment and TAB test equipment per industry standards.

The commissioning plan will address O&M documentation and training requirements with input from the Owner. Contractors shall develop and submit all O&M related documentation, including maintenance plans where required, and develop and administer training. The CxA shall review this information for adequacy and appropriateness.

Following completion of all on-site functional testing, the CxA will provide a Commissioning Report to the Owner. Unless otherwise indicated, this report (as well as Commissioning Issues Logs and Field Reports) will be submitted directly to the Owner, with a copy made available to the general contractor and design team. Commissioning Issues Logs are an ongoing documentation of deficiencies to be resolved. Field Reports provide additional detailed information based on on-site review of specific items. The Commissioning Report is the final report on commissioning activities. This report will include the final results of the testing, disposition of

deficiencies, test procedures used and any outstanding issues with related recommendations.

Systems and Equipment to be Commissioned: Commissioning is limited to the following mechanical, electrical and plumbing systems and equipment:

- Up to three (3) each constant volume, multistage, direct expansion (DX) split systems with centralized electric heat, thermostats and occupancy controlled outside air dampers
- Two (2) duct heaters
- Up to two (2) ductless split systems
- Up to four (4) electric unit heaters
- Up to seven (7) supply and exhaust fans (total count)
- Air distribution systems
- Confirmation of HVAC control sequences
- One domestic hot water heater and related temperature control systems
- Interior & Exterior lighting control systems

Addition & Renovation Project Clarifications:

- Functional testing of lighting controls via sample
- Confirmation of HVAC control systems applies to EOR control sequences (not factory controls)
- Equipment provided by others not included (hood, fume exhaust capture systems, if applicable)
- Calibration/testing of CO/NO2 sensors not included; sensor input will be overridden for fan tests

Meetings: In addition to on-site functional testing, attendance at up to two each on-site meetings is included for FGBC purposes and to present and review the commissioning plan. Additional meetings with the design team and/or subcontractors for development and execution of the commissioning test procedures will be accomplished on an as-needed basis as determined by the CxA. Such meetings will be either on site or via conference call at the discretion of the CxA. Attendance at design review meetings and weekly conference calls will be at the discretion of the CxA depending on the status of any commissioning related questions.

Design Review: The CxA will review the design documents necessary to develop the testing procedures in the commissioning plan. Design review comments will be provided as necessary to support this effort.

Construction Review: The CxA will review the EOR approved and accepted construction submittals as necessary to develop the testing procedures in the commissioning plan. The CxA will observe construction during the course of system testing and note any areas of concern; however, the design team shall be responsible for identifying installation and code deficiencies.

Input for FGBC Documentation: The CxA will provide the commissioning plan, commissioning report, design review comments, contractor submittal review comments and supplemental logs and field reports salient to the commissioning effort. The design and construction team will complete all commissioning related FGBC templates, scorecards, interactive forms, etc. and upload all necessary data for the FGBC submittal(s) as applicable.

Terms of Consultant Services: The services rendered as a part of this proposal are limited to 3rd party commissioning services. Professional services unrelated to commissioning, including development or modification of plans or specifications (including commissioning specifications) are not included and are provided by members of the design team via separate contract. This proposal specifically excludes the duties and responsibilities of the Engineer of Record acting in responsible charge for the design. These commissioning

services are offered as a good faith effort to meet the contract requirements and bring value to the project through confirmation of installation and functionality; however, nothing in this proposal shall be construed as a guarantee of performance of the systems commissioned. In no event and under no circumstances shall SER Engineering Services, LLC be liable for incidental, indirect, special, contingent or consequential damages, or liquidated damages related to design or construction contracts.

While construction phasing may be a requirement of the contract, this proposal assumes all functional testing will be accomplished as one scheduled event. Commissioning of temporary cooling systems is not included in this proposal. Note that the flat fee below assumes that initial functional performance testing is done at one time in consecutive days without major interruptions or significant delays. It is not uncommon for functional testing to uncover deficiencies with installed systems. This proposal includes time for initial testing and one day of follow-up testing for deficiencies that the contractor has identified as resolved. However, additional trips for further repeat testing will necessitate additional services to complete. This proposal is subject to acceptance within 60 days from the date shown.

Deliverables: The following deliverables will be provided.

- Design Review Comments (PDF/Excel format)
- Commissioning Plan (3 Ring Binder for Owner, 3 Ring Binder for GC, additional copies as PDF)
- Field Reports and Commissioning Issues Logs (PDF format)
- Commissioning Report (PDF format)

Compensation: Basic Services (Lump Sum): LS3P agrees to pay SER Engineering Services, LLC compensation for basic services of the above work in the amount of **$8,900** according to the partial payment schedule that follows. This agreement may be cancelled at any time by either party. If the project is terminated or this agreement is cancelled, LS3P agrees to pay SER Engineering Services, LLC for services provided up to cancellation or termination.

Attendance at FGBC Kickoff Meeting and Design Review	$1,400 (Phase 1)
Development of Commissioning Plan	$1,800 (Phase 2)
Review of Construction Submittals	$500 (Phase 2)
Project Management During Construction	$400 (Phase 2)
Functional Performance Testing	$3,400 (Phase 2)
Final Commissioning Report	$1,400 (Phase 2)
Total Fee	$8,900

Reimbursable expenses: Not applicable. **Travel time and expenses are included** in the base fee.

Additional services: Any additional services not addressed herein will be billed at $156/hr. These additional services will not be performed without prior written agreement between LS3P and SER Engineering Services, LLC.

This proposal is subject to acceptance within 60 days from the date shown. We look forward to working with you. If you have any questions or need additional information, please call.

Sincerely,

Scott E. Rosch, CxA, Managing Member

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Chindalur Traffic Solutions, Inc.

Rajesh K. Chindalur, P.E., PTOE
President

Chindalur Traffic Solutions, Inc.
8833 Perimeter Park Boulevard,
Suite 103
Jacksonville, FL 32216
(904) 422-6923 | (904) 619 3368
Chindalur@ctrafficsolutions.com

Mr. Ed Goodson
Goodson Bergen & Associates
11555 Central Parkway, Ste 103
Jacksonville, FL 32224
Phone 904-519-7770
egoodson@gbacivil.com

Re: Fire Station 39 – Signal Preemption Design

March 28, 2024

Dear Ed,

Thank you very much for this opportunity to present my proposal for the Fire Station 39 related Signal Preemption Design in Duval County, Florida.

Enclosed please find CTSi's standard "Agreement for Professional Consulting Services", along with Scope of Services and Compensation sections for your review. If the proposal is acceptable to you, please execute and return one (1) copy to myself as a notice to proceed with the included services.

If you have any questions or concerns, please do not hesitate to call me at (904) 422-6923.

Sincerely,

Chindalur Traffic Solutions, Inc.

Rajesh K. Chindalur, P.E., PTOE

Enclosures: CC: Proposal File

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

EXHIBIT D

This Agreement is made and entered into this _____ day of _____ 2024 by and between the Consultant, **CHINDALUR TRAFFIC SOLUTIONS, INC. (CTSi)**, 8833 Perimeter Park Boulevard, Suite 103, Jacksonville, FL 32216 (hereinafter referred to as "CTSi") and **GOODSON BERGEN & ASSOCIATES** (*Client Name*) **11555 CENTRAL PARKWAY, STE 103, JACKSONVILLE, FL 32224** (*Client Address*) (hereinafter referred to as "**CLIENT**") on the terms and conditions listed below.

Project No.: _____ **Project Name:** **CITY OF JACKSONVILLE FIRE STATION 39 – SIGNAL PRE-EMPTION PLANS**

Record Owner of Property (if not CLIENT): _____

(CLIENT understands and agrees that, if the CLIENT is not the Record Owner of the property, **CTSi** may, at its option, send a "Notice to Owner" to the Record Owner in accordance with Florida Statutes 713.06).

Legal Description of Project Site: _____

Description of Services to be Performed: See "Attachment A – Scope of Services"

I. **FEES:**

The Compensation to be paid **CTSi** for providing the requested services is as follows:

(1) A Lump Sum Charge See "Attachment B – Compensation"

(2) Current Hourly Rates See "Attachment C – Standard Hourly Rate Schedule"

(3) Not to exceed Time and Expenses charge of $ See "Attachment B – Compensation"

Fees outlined in this Agreement are subject to change from time to time. Should the fees outlined in this Agreement become subject to a Service Tax, or other similar State, Federal or Local tax, those taxes will be included in future invoices and are to be paid by the CLIENT. Credit for payment of any invoice will first be made against such taxes; second to any accrued interest; third to expenses and administrative charges thereon; with the remainder being applied to the invoiced fees.

In addition to the above fee, the CLIENT shall also be responsible for all CTSi's out-of-pocket expenses, which shall be charged at cost plus a 20% administrative charge. Typical out-of-pocket expenses shall include, but not be limited to, travel, lodging, meals when traveling on the CLIENT's behalf, long distance toll calls, printing and reproduction costs, all costs associated with outside ENGINEERs, and other similar costs. CLIENT shall also be responsible for agency submittal and review fees.

II. **BILLING PROCEDURES & TERMS:** Invoices are mailed once a month or sooner if CTSi's tasks are completed earlier. CLIENT will notify CTSi if the Project invoice address is different from CLIENT's main office address. Invoices are due and payable upon receipt. If CLIENT contests an invoice, CLIENT may withhold only that portion so contested and must pay the undisputed portion. Billing questions should be directed to CTSi upon receipt of invoice. Unpaid invoices shall accrue interest at 1-1/2% per month after they have been outstanding for 30 days. If unpaid invoices reach 30 days, CTSi reserves the right to stop providing services until all overdue invoices are paid in full. Statements of outstanding invoices will be sent monthly.

III. **RETAINER:** Before services can begin, a retainer in the amount of $____ must be received by CTSi. This amount will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice, any excess will be returned to the CLIENT.

IV. **PROVISIONS:**

1. Basic Services - This Agreement provides for the performance of services referred to as "Basic Services" (See Attachment A). The requirements for performance of said services are limited to these services explicitly stated in the Agreement. Any services that are required which are not covered in this Agreement shall be considered "Additional Services" and shall qualify for additional compensation at CTSi's current hourly rates.

2. Authorization to Proceed - Execution of this Agreement by the CLIENT will be authorization for ENGINEER to proceed with the services, unless otherwise provided for in this Agreement.

3. Cost Opinions - Any cost opinions or Project economic evaluations provided by CTSi will be on the basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, CTSi cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Any services required to modify specifications or plans originally produced under this Agreement to bring the construction cost within limitations established by the CLIENT will be considered "Additional Services" and shall qualify for additional compensation at CTSi's current hourly rates.

4. Confidentiality - All financial, statistical, personal, technical, or other data and information relative to the CTSi's operations, which are designated confidential by CTSi and made available to the CLIENT in order to carry out this Agreement, shall be protected by the CLIENT from unauthorized use and disclosure, and shall not be made available to any individual or organization by CLIENT without the prior written approval of CTSi. Permission to disclose information on one occasion, or a public hearing held by CTSi relating to this Agreement, shall not authorize the CLIENT to further disclose such information, or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by the CLIENT to any entity other than CTSi. Any subcontract entered into by CLIENT relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "CLIENT" where it appears in this Article.

5. Termination - This Agreement may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CTSi will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this Agreement, except Articles 4 through 8, will be terminated upon completion of all applicable requirements of this Agreement.

6. Limitation of Liability; Waiver of Consequential Damages - To the maximum extent permitted by law, CTSi's liability for CLIENT's damages will not exceed the compensation received by CTSi under this Agreement. CTSi is not responsible for the duties and responsibilities that belong to the owner(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project not in the employ of or a subcontractor to CTSi. The limitations of liability will apply whether CTSi's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other causes of action; and shall apply to CTSi's officers, employees, and subcontractors. Due to the

inherent risk involved in the type of services in this Agreement, at the CLIENT's discretion, and upon payment of an additional fee to be negotiated, CTSi's liability for the services can be increased. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, CTSi and CLIENT hereby waive all claims against the other and the other's officers, directors, agents, employees and consultants for special, incidental, indirect and consequential damages related to or arising out of this Agreement or the services performed hereunder, including but not limited to all claims for special, incidental, indirect and consequential damages which arise or which are alleged to arise out of negligence, professional errors or omissions, strict liability, breach of contract or breach of express or implied warranties.

EXHIBIT D

7. Indemnification - Each party hereto ("Indemnitor") agrees to hold harmless, defend and indemnify the other party hereto and its officers, directors, agents, employees, subcontractors and consultants ("Indemnitees"), from any and all claims, actions, causes of action, damages and liabilities to the extent arising out of the negligence or intentional misconduct of the Indemnitor or its officers, directors, agents, employees, subcontractors or consultants on the Project. It is the intent of the parties to provide CTSi the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.

8. Severability and Survival - If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

9. Governing Law; Venue; Attorneys' Fees - This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Florida. In the event of any litigation related to or arising out of this Agreement or the services provided hereunder: (i) Duval County, Florida shall be the sole and exclusive venue for such litigation, except in cases where CTSi has a construction lien against real property located in a county other than DUVAL County, in which case the county where such real property is located shall be an alternative venue; and (ii) the prevailing party shall be entitled to recover its attorneys' fees against the non-prevailing party.

10. No Third Party Beneficiaries - This Agreement gives no rights or benefits to anyone other than the CLIENT and CTSi and has no third party beneficiaries.

11. Ownership and Use of Documents and Electronic Data - All documents and electronic data (including but not limited to drawings and specifications) prepared by ENGINEER are instruments of service and owned/Leased by CTSi. CTSi grants CLIENT a limited license to use such documents and electronic data on the Project, which license shall be automatically revoked in the event the CLIENT fails to pay CTSi for services performed hereunder. Such documents and electronic data may not be used on any other project without CTSi's prior, written consent, which consent may be withheld by CTSi at its sole discretion and which consent may be conditioned upon further payments to CTSi. CLIENT recognizes and agrees that it may only rely upon documents in printed form, signed and sealed by CTSi; and that electronic files may be provided for information purposes only and cannot be relied upon by CLIENT in any way. CLIENT agrees to hold harmless, defend and indemnify CTSi from all claims and damages related to or arising from the unauthorized use of CTSi's instruments of service.

12. CLIENT Supplied Data - Information, data, studies, plans, etc. provided to CTSi by the CLIENT or the CLIENT's ENGINEERs, consultants, agents, etc. will be relied upon by CTSi as being accurate and correct. Unless specifically noted in the Scope of Services, CTSi will not verify the accuracy or correctness of these documents and will not be held responsible, in any way, for errors, additional work, etc. brought about by its reliance on these documents.

13. Agency Requirements - Services required due to additional laws, regulations, or policies promulgated by government agencies subsequent to the date of this Agreement shall be considered "Additional Services" and shall qualify for additional compensation (as described in Section IV.1).

14. Operations/Maintenance - CLIENT recognizes and agrees that the facilities designed and/or permitted by CTSi hereunder will require ongoing maintenance in order to achieve their useful lives. Accordingly, CLIENT agrees to timely and properly operate and maintain the facilities and to provide written notice of the need for such maintenance to any third party to whom CLIENT conveys or turns over the facilities and/or the Project, including but not limited to any homeowners' association or Community Development District. CLIENT further agrees to hold harmless, defend and indemnity CTSi from any claims which directly or indirectly arise out of the operation or lack of maintenance of such facilities.

15. Entire Agreement -This Agreement represents the entire, integrated agreement between the parties hereto and supersedes all prior discussions, understandings and agreements, oral or written, between the parties with respect to the subject matter hereof.

16. FLORIDA STATUTE §558.0035 LIMITATION OF LIABILITY - PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE § 558.0035, THE INDIVIDUAL DESIGN PROFESSIONAL EMPLOYEES OR AGENTS OF CTSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT, PROVIDED SUCH DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT. CTSI MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT.

V. **ACCEPTANCE:** The undersigned CLIENT, as owner or authorized agent for the Owner of the above-described real property, and having proper authority to execute this Agreement, hereby agrees to the terms and conditions as outlined above. This Agreement is not assignable by the CLIENT without the prior written consent of CTSi. Notwithstanding the foregoing, if this Agreement is assigned with or without CTSi's prior written consent, this Agreement will be binding on such successors or assigns.

	CHINDALUR TRAFFIC SOLUTIONS, INC.		GOODSON BERGEN & ASSOCIATES
SIGNED:		SIGNED:	
TYPED NAME:	RAJESH RAMN K. CHINDALUR, P.E., PTOE	TYPED NAME:	EDWARD L. GOODSON
TITLE:	PRESIDENT	TITLE:	
DATE:	03/28/2024	DATE:	

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

Introduction:

A fire station is proposed for construction on the southside of Bay Street and Gator Bowl Boulevard intersection. As per City of Jacksonville traffic engineering department, signal pre-emption is required at the existing traffic signals at Bay Street and Gator Bowl Boulevard intersection.

This proposal provides the scope and fee for providing the signal modification plans and details for providing necessary pre-emption. As discussed with COJ Traffic Engineering Department, the signal contractor to provide the necessary conduits and signal cables. The COJ Traffic Engineering Staff would do the necessary connection and pre-emption activation at the cabinet (located on the north side of the intersection).

The signal modification plans will the following:

- Field Visit to verify existing signal components
- Key sheet
- Quantity sheet
- General Notes sheet
- Signalization Modification and Duct Bank Plan sheets
- Additional Details Sheets

These plans will be prepared and sent to COJ Traffic Engineering Department for review and approval.

The following details to be provided by the Client:

- Proposed Fire Station layout and preferred location of the pre-emption switch.
- Any available survey of the roadway and intersection.

Note: If Survey not available, signal plans will be provided using FDOT/COJ or Google Earth Ariel Imagery or Traffic Signal As-builds if provided by COJ Traffic Engineering.

Schedule:

- 90% Plans to COJ Traffic Engineering Review and Approvals – Four (4) weeks from receipt of Fire Station Layout and preferred location of the pre-emption switch
- Comment Responses – One (1) week of receipt of Comments if any.
- 100% Plans – One (1) week of final COJ

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

METHODS OF COMPENSATION

Lump Sum Fee

The Client agrees to compensate Chindalur Traffic Solutions, Inc. for the professional services called for under Attachment "A" to this Agreement at the Fees as specified below:

Services	Fee
Field Visit and Review of Existing Signal (Time Charge Pare Attachment C)	$2,400.00
Signal Modification & Duct Bank Plans for Signal Pre-emption (Time Charge per Attachment C)	$16,750.00
Respond to Staff Comments (Time Charge Per Attachment C)	TBD
Attend Meeting and Public Hearings (Time Charge Per Attachment C)	TBD

Sub-Consultant

N/A

Miscellaneous Services

A. **Additional Services:** Additional services include any other services (such as interchange analysis, IOAR and proportionate fair share mitigation application) requested by the Client that are not described in the Scope of Services (Attachment A).

B. **Project Coordination/Meetings:** Additional Project Coordination/Meetings with the Civil Engineer, Client or City will be conducted on an hourly basis (Attachment C).

C. **Reimbursable (T/M/E):** Reimbursable expenses associated with professional services including reproduction/copies, courier, overnight delivery, mileage provided will be billed at cost plus 15%.

DocuSign Envelope ID: DE466544-8CB7-48DC-B74F-F0B5A9E6E16F

EXHIBIT D

Attachment C – Standard Hourly Rate Schedule

Effective Date: January 01, 2024

The following rates for personnel apply to any additional services or hourly rate agreements in accordance with General Conditions. These rates shall be held for at least one year.

- Professional Engineer (P.E.) $310.00 per hour
- Project Manager (P.E.) $270.00 per hour
- Project Engineer/Sr. Designer $215.00 per hour
- Designer/Sr. CAD Technician $195.00 per hour
- CAD Technician $135.00 per hour
- Clerical $105.00 per hour

Note: All reimbursable expenses shall be invoiced at 1.20 times the cost.

Chindalur Traffic Solutions, Inc.
8833 Perimeter Park Boulevard, Suite 103 | Jacksonville, FL 32216
Office: (904) 619 3368 | Cell: (904) 422 6923
Chindalur@ctrafficsolutions.com | www.ctrafficsolutions.com

SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: CDB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Auld & White Constructors, LLC for Design Build Services for Marine Fire Station #39 to incorporate Amendment 2 FOR 90% Design and pre-construction services in the amount of $184,333 to a new GMP amount of $385,133.00, allowing an additional 210 days from the Notice to Proceed.

Funding Source: 32124.127001.565051.010366.00000000.00000.0000000 – to be executed by formal contract amendment (#2) by Office of General Counsel

ATTACHMENTS: Recommendation Memo, Exhibit C, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **NINA SICKLER, P.E. DIRECTOR OF PUBLIC WORKS**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 3/21/24

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 3/22/24

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: CDB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Auld & White Constructors, LLC for Design Build Services for Marine Fire Station #68 to incorporate Amendment 1 to provide additional work as indicated in the attached Scope and Fee Summary, Exhibit B, in the amount of $255,035.79 to a new GMP amount of $610,035.79. Completion of work within 21 days from the Notice to proceed.

Funding for this award will be encumbered from account 32124.127001.565051 010590.00000000.00000.0000000

ATTACHMENTS: Recommendation Memo, Exhibit B, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: NINA SICKLER, P.E. DIRECTOR OF PUBLIC WORKS

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/29/2024

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 3/1/2024

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: Request for Qualifications - Design Build Services -Marine Fire Station #'s 39 and 68

BID #: CDB-0165-22 **OPEN DATE: 11/16/22**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – FROM DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Public Works received three (3) responses for the subject RFQ. Based on the review of the responses and average scores, recommend approval to conduct interviews with the all three (3) firms listed below:

3. Acon Construction - 82
2. Steller Group – 85.75
1. Auld & White Contractors – 89.50

Attachments: Recommendation Memo, Tabulation and Scoring Matrix and Specifications

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

---

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 4/27/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 4/27/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: Request for Qualifications - Design Build Services – Marine Fire Station #'s 39 and 68

BID #: CDB-0166-22 **OPEN DATE: 11/16/22**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – FROM DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED: 3** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFQ and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on May 19, 2023. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

3) Acon Construction Co., Inc. – 83.00
1) Auld & White Constructors, LLC – 120.00
2) Stellar Group 112.75

Recommend approval begin negotiations with Auld & White Constructors, LLC, as receiving the highest score in accordance with the evaluation and ranking above. To be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Tabulation and Scoring Matrix and Specifications, and Previous Award

ANALYST JACLYN STARKS

RESPECTFULLY SUBMITTED DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/1/2023

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/1/23

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

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

SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: COB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award of Fire Station 39 to the highest-ranking firm, Auld & White Constructors, LLC, for 30% Design Services per the attached Scope & Fee Summary (Exhibit A) in the guaranteed maximum price (GMP) of $194,000.00. The total estimated design time will be one hundred and twelve (112) calendar days from the Notice to Proceed.

Funding for this award will be encumbered from account 32124.127001.384020.010366.00000000.00000.0000000, executed by formal contract through the Office of General Counsel, and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Exhibit A, Previous Awards

ANALYST: _____ DAVID KLAGES **RESPECTFULLY SUBMITTED:** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E. CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 8/24/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/29/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayo Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

SUBJECT: REQUEST FOR QUALIFICATIONS – DESIGN BUILD SERVICES FOR MARINE FIRE STATION #'S 39 AND 68

BID #: CDB-0165-22 **OPEN DATE:** 11/16/2022

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DATE OF CONTRACT EXECUTION THROUGH PROJECT COMPLETION

AGENCY: ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

BASIS OF AWARD: HIGHEST SCORE BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 47 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Auld & White Constructors, LLC for Design Build Services for Fire Station #39 & 68. Negotiations have resulted in the GMP amount of $355,000.00 for 100% construction services for Fire Station 68, as indicated in the attached Scope and Fee Summary, Exhibit A. completion of work within 45 days from the Notice to proceed

Funding for this award will be encumbered from account 32124.127001.565051.010590.00000000.00000.0000000

ATTACHMENTS: Recommendation Memo, Exhibit A, Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH, P.E. CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 10/12/2023

OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 10/12/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02