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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The Department of Public Works has completed negotiations with ACON Construction Company, Inc. (contract #8150-15), for the Mandarin Senior Center Addition project in accordance with the subject bid.

Recommend approval of award to ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $108,672.30. The scope of award is to provide 60% design for the Mandarin Senior Center Addition to the existing building. This incorporates the attached, scope and fee summary, Exhibit "T-1", with guaranteed completion of 90 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-06505-PR0574-03 to be executed by contract Amendment 18A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **William J. Joyce, P.E., Director, Public Works Department/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

June 28, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: William J. Joyce, PE
Director of Operations

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Mandarin Senior Center Addition AMENDMENT 18A
Account # RPCP32EF5720-06505-PR0574-03

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0008-16, Contract 8150-15 has completed negotiations with Acon Construction Co., Inc., to provide 60% design for the for Mandarin Senior Center Addition to the existing building. Negotiations have resulted in the GMP amount of $108,672.30 as indicated on the attached Scope & Fee Summary, Exhibit T-1 and allowing for the completion of the work 90 days from notice to proceed. JSEB goals of 10% continue to be met with this amendment.

Accordingly, this is to recommend that Contract #8150-15, originally executed March 28, 2016, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit T-1 for the Mandarin Senior Center Addition Project for the GMP amount of $108,672.30, known as Amendment 18A.

TF/lw

Attachment: Exhibit T-1
JSEB Participation

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

EXHIBIT T-1

ACON Construction Co., Inc.

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

June 20, 2018

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

Attention: Mr. William Joyce, P.E.
Chief of Engineering and Construction Management
Reference: Mandarin Senior Center Addition 60% Design
DB Contract #8150-15

Mr. Joyce,

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

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

Our Guaranteed Maximum Price (GMP) for this project as stated is $108,672.30.

The Guaranteed Completion Date (GCD) will be 90 days from Notice to Proceed to provide 60% Drawings and the permitting data.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT T-1

ACON Construction Company

DB Contract 8150-15

Mandarin Senior Center Addition 60% Design **DATE: June 20, 2018**

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	20	$75.00	$1,500.00
	Civil Design	LS	1	$29,633.00	$29,633.00
	Building Design	LS	1	$63,260.00	$63,260.00
	Subtotal				**$98,793.00**
	DB Fee 10%	LS	1	$9,879.30	$9,879.30
				TOTAL	**$108,672.30**

EXHIBIT T-1

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Mandarin Senior Center 60% Design
Project No.: 8150-15
Date: June 20, 2018

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	None*			$
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

*There is no JSEB for this particular project, however we maintain our 10% JSEB for Contract 8150-15.

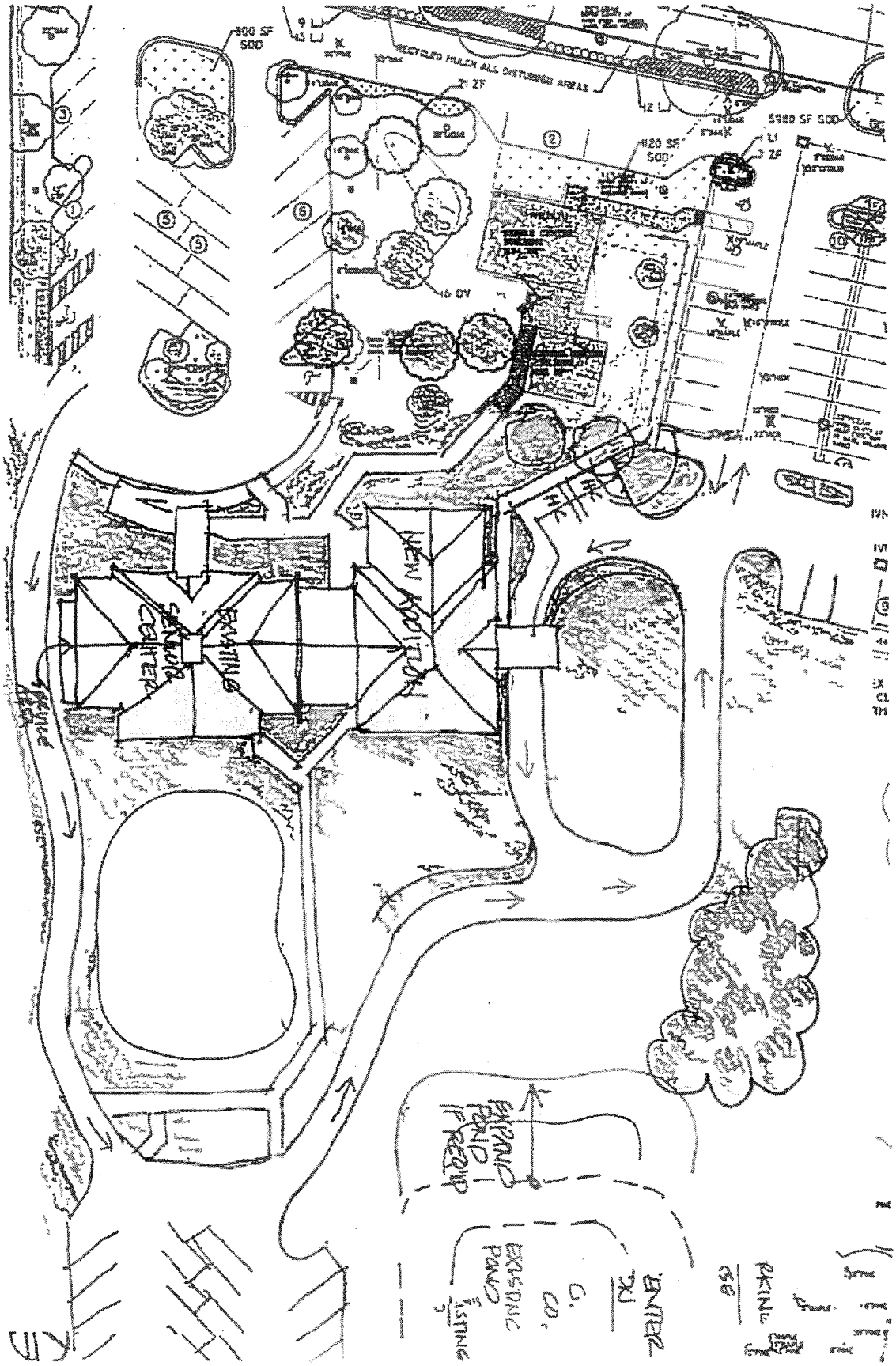
Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: 3A

Date of this Document: June 20, 2018

EXHIBIT T-1



Concept

EXHIBIT T-1

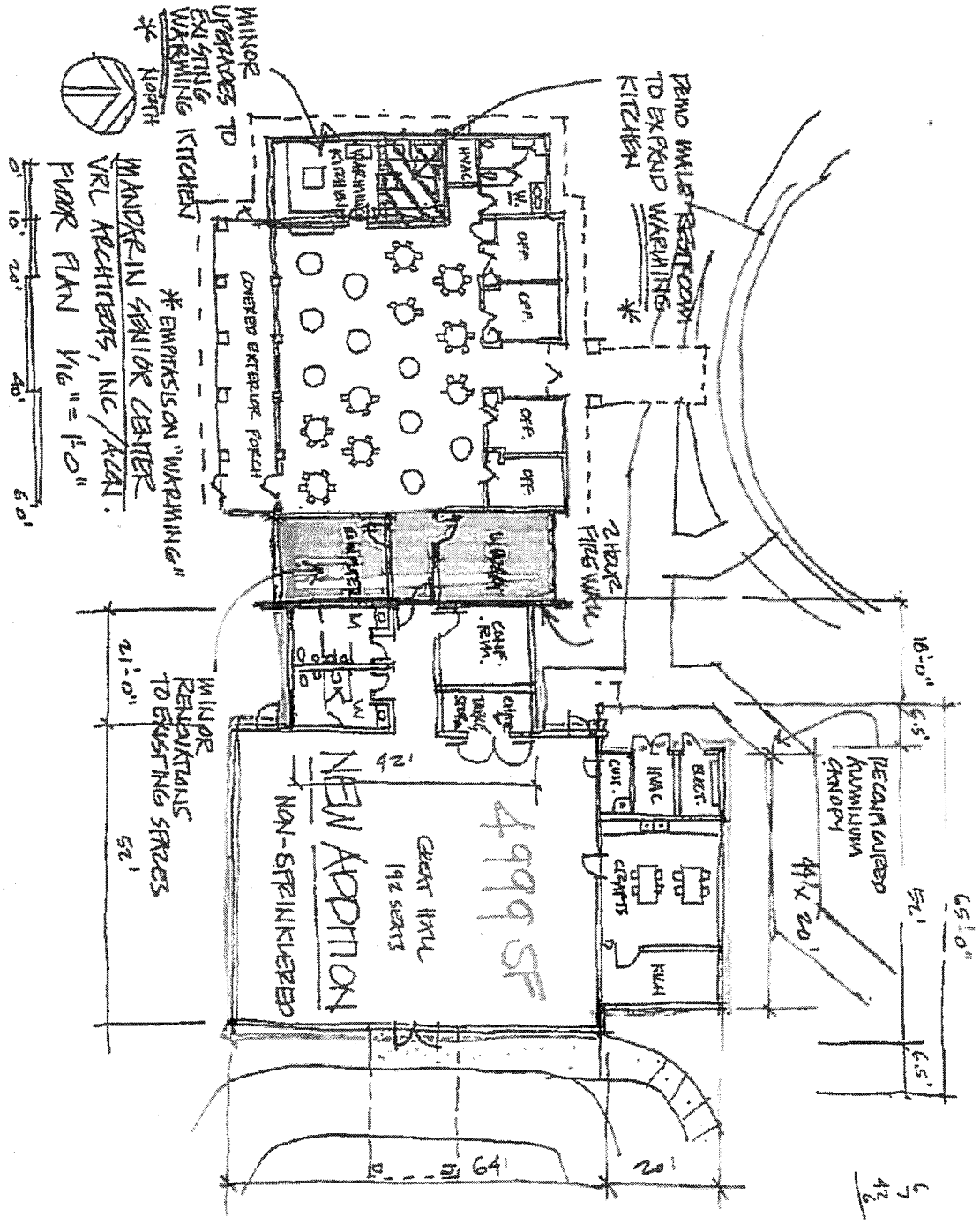
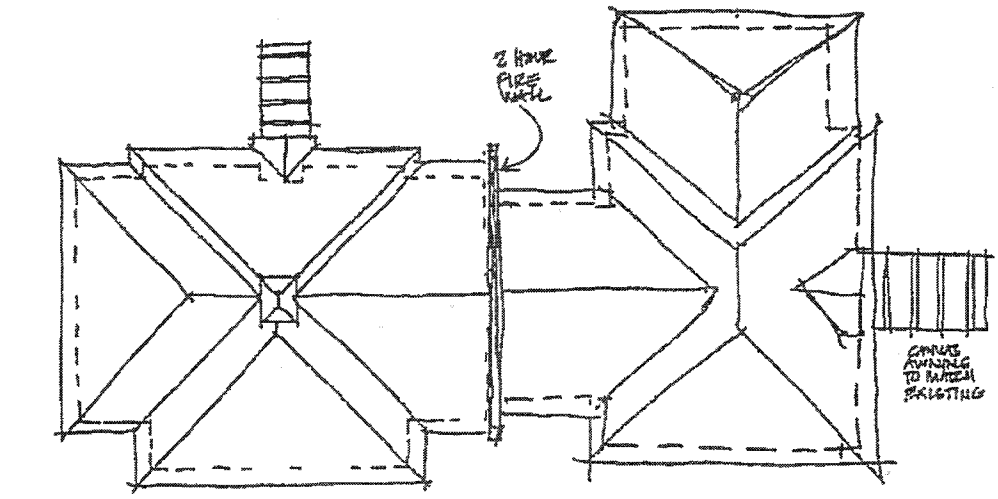

MINOR UPGRADES TO EXISTING WARMING KITCHEN
NORTH
MANDERLIN SENIOR CENTER
VRL ARCHITECTS, INC / ACAI.
FLOOR PLAN 1/16" = 1'-0"
* EMPHASIS ON "WARMING"
COVERED EXTERIOR PORCH
WARMING KITCHEN
OFF.
OFF.
OFF.
OFF.
WOMEN
MEN
CONF. RM.
CONF. TABLE SEATS
MINOR RENOVATIONS TO EXISTING SPACES
NEW ADDITION
NON-SPRINKLERED
GREAT HALL
192 SEATS
4999 SF
42'
52'
21'-0"
64'
20'
16'-0"
6.5'
65'-0"
52'
44' X 20'
RECAST CURVED ALUMINUM CANOPY
KITCH
CHAIRS
BUSST.
CONT.
INVC
2 HOUR FIRE WALL
RAMP TO EXPAND WARMING KITCHEN
INVC
10'
20'
40'
60'

EXHIBIT T-1



Conflict

NORTH

MANDARIN SENIOR CENTER EXPANSION
VRL ARCHITECTS, INC/ACAN CONSTRUCTION
ROOF PLAN 1/16" = 1'-0"

0' 10' 20' 40' 60'

EXHIBIT T-1

HANSON
Engineering | Architecture | Planning | Allied Services

Hanson Professional Services Inc
8075 Gate Parkway West Suite 204
Jacksonville FL 32216
(904) 737-0090
www.hanson-inc.com

June 19, 2018

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

RE: Scope and Fee: Mandarin Senior Center Addition 60% Design Services

Dear: Mr. Anderson:

Hanson Professional Services (Hanson) is pleased to submit a proposal to ACON Construction Company for performing site design services for the City of Jacksonville Mandarin Senior Center project. Hanson understands that the City would like to build an addition to the existing facility. This proposal is exclusively for design to a 60% level, which includes the following:

- A building addition to be located to the east of the existing Senior Center
- A new one-way driveway connecting to the recent constructed parking lot, with a drop off area
- Two ADA parking spaces adjacent to the addition
- Design of a new potable water service to accommodate both new and existing buildings
- Design of a private sanitary sewer pump station to accommodate both new and existing buildings
- Modification of the recently constructed stormwater management facility and stormwater collection system

The following is a list of anticipated efforts for the civil design services:

- Field investigation and information gathering
- Geometric layout of the driveway and ADA parking spaces
- Grading and drainage design including expansion of the existing stormwater management facility
- Potable water and sanitary sewer utilities design
- Design of sediment control features
- Preliminary meetings with regulatory agencies for determining future permitting requirements
- Meetings with the City of Jacksonville
- Preparation of 60% level construction drawings that include cover sheet, general notes, demolition, geometry, drainage/grading and utility plans, engineering details, and SWPPP plan
- Submittal of Preliminary 10 set to COJ Development Services Review Group

The total fees for 60% design services will be $29,633.00.

This proposal does not include professional services involving final design and permit fees with the exception of the 10 set review. This proposal assumes survey, geotechnical, architectural, building structural, electrical and landscape design fees will be provided under separate cover. We are looking forward to working with the City of Jacksonville and ACON Construction Inc. on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,

Randy Downing, PE
Senior Project Manager

Attachment: Hanson Fee Estimate and Summary

HANSON PROFESSIONAL SERVICES, INC.

DATE: 06/19/18
CLIENT: City of Jacksonville
PROJECT: Mandarin Senior Center Addition

			Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	60% Design								
	Site Visits, Data Collection and Review		0	2	2	0	2	0	6
	Geometric Layout Design and Coordination		0	2	6	1	1	0	10
	Site Grading and Drainage Design		0	2	6	3	1	0	12
	Modification of Stormwater Management Facility		0	2	6	7	1	0	16
	Design of Potable Water Service		0	1	3	2	0	0	6
	Design of Sanitary Pump Station		0	4	16	8	0	0	28
	Design of Sediment Control Features		0	0	2	0	1	0	3
	Quality Control		2	2	0	0	0	0	4
	Supervision		2	2	0	0	0	0	4
	Site Visits/Meetings/Coordination		2	6	4	0	2	2	16
	Sub-total Hours		6	23	43	21	8	2	107
b.	Preliminary Permitting & Other								
	SJRWMD ERP Preapplication Meeting & Coordination		0	2	2	1	1	0	6
	COJ 60% Design Preliminary 10 set Review Submittal		0	1	4	2	2	0	9
	FDEP Pump Station Permit - Preapplication		0	1	2	2	1	0	6
	Sub-total Hours		0	4	8	5	4	0	21
c.	Project Submittals	No. of Sheets							
	Cover/Key Sheet	1	0	0	1	1	3	0	5
	Legend and General Notes	1	0	0	1	1	3	0	5
	Existing Conditions/Demolition Plan	1	0	0	1	1	6	0	8
	Site Layout/Geometry Plans	2	0	1	1	2	12	0	16
	Site Grading and Drainage Plans	2	0	1	1	2	12	0	16
	Pond Plan	1	0	0	1	1	6	0	8
	Water and Sewer Utility Plans	1	0	0	1	1	6	0	8
	Erosion Control Detail Plan	1	0	0	1	1	6	0	8
	Detail Sheets	1	0	0	1	1	8	0	10
	Utility Details	3	0	1	3	2	12	0	18
	SWPPP Sheet	1	0	0	0	1	4	0	5
	Quality Control		0	5	0	0	0	0	5
	Supervision		0	5	0	0	0	0	5
	Sub-total Hours		0	13	12	14	78	0	117
	Total Manhours		6	42	65	40	90	2	245
	Hourly Rates		$289.02	$215.60	$123.10	$72.21	$78.19	$59.59	
	Total Labor Dollars		$1 734.12	$9,055.07	$7,930.27	$2 888.49	$7,037.23	$119.18	$28 770.37

d.	ESTIMATED EXPENSES*	Unit	$/Unit	Quantity	Cost	
	Blueline (black)	ea.	$0.65	0	$0.00	
	11 X 17 Copies	ea.	$0.15	302	$45.30	
	COJ 10 Set Permit Fee	ea.	$1049.00	1	$1049.00	
	8.5" x 11" Copies	ea.	$0.10	201	$20.10	
	Mileage	mi.	$0.49	118	$57.23	
	Postage	mo.	$5.00	4	$20.00	
	Courier Service	mo.	$18.00	4	$72.00	
					$1262.63	
					Total	$29,632.00

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EXHIBIT T-1

EXHIBIT T-1

PART ONE - GENERAL	
1. PROJECT Mandarin Senior Center Addition	2. PROPOSAL NUMBER
3. CONSULTANT HANSON PROFESSIONAL SERVICES, INC.	4. DATE OF PROPOSAL 6/19/2018

PART TWO - LABOR RELATED COSTS

5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$100.06	6	$ 600.36	
Project Manager	$74.64	42	$ 3,134.88	
Project Engineer	$42.27	65	$ 2,747.55	
Engineer Technician	$25.00	40	$ 1,000.00	
CADD Technician	$27.07	90	$ 2,436.30	
Clerical	$20.63	2	$ 41.26	
TOTAL DIRECT LABOR				$ 9,960.35
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 182.59% X TOTAL DIRECT LABOR				$ 18,194.53
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 28,154.88
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 2,815.49

PART THREE - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS	
ORIGINAL REPRODUCIBLE - VELLUM PLOTS	
BLUELINES - 24"x36"	
PAPER COPIES	$65.40
SHIPPING	$92.00
MISCELLANEOUS DIRECT COSTS SUBTOTAL	$ 157.40
10. SUBCONTRACTS - LUMP SUM	
SUB-CONTRACT SUBTOTAL	
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 & 10)	$0.00
11. REIMBURSABLE COSTS (LIMITING AMOUNT)	
Other Expenses	$705.23
SUBTOTAL REIMBURSABLE	$ 705.23

PART FOUR - SUMMARY	
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11	$ 29,533.00

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CITY OF JACKSONVILLE
Parks, Recreation and Community Services
VRL ARCHITECTS, INC./ACON Construction Company
Mandarin Senior Center Expansion
EXHIBIT "B"

PART I - GENERAL	
1. Project **Mandarin Senior Center**	2. Proposal No. 1812-1 R
3. Name of Consultant **VRL Architects, Inc.**	4. Date of Proposal **25 June 2018**

PART II - LABOR RELATED COSTS				
5. Direct Labor **VRL Architects**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	26	$1,508.00	
Project Manager	$49.00	48	$2,352.00	
Design Engineer/Architect	$43.00	68	$2,924.00	
Design Technician	$32.00	34	$1,088.00	
Drafter	$18.00	165	$2,970.00	
Field Inspector	$49.00	22	$1,078.00	
Clerical	$20.00	8	$160.00	
TOTAL DIRECT LABOR		371		$12,080.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		150% X Total Direct Labor		$18,120.00
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$30,200.00
8. **PROFIT: Labor Related Costs (Item 7)**			X 10%	$3,020.00
				$33,220.00

PART III - OTHER COSTS	
9. **MISCELLANEOUS DIRECT COSTS**	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. **SUB-CONTRACTS (Lump Sum)**	
a. Mechanical and Plumbing Engineering (M.V. Cummings)	6,900.00
b. Structural Engineering (Atlantic Engineering Services)	5,300.00
c. Electrical Engineering (The Ohmega Group)	5,250.00
d. Landscape Architecture (Janet Whitmill)	5,340.00
SUB-CONTRACT SUB-TOTAL	$22,790.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$56,010.00
11. **REIMBURSABLE COSTS (Limiting Amount)**	
a. GEOTECH Engineering (Wood)	3,700.00
b. Survey (B.V. & Associates)	3,300.00
c. Reproductions	200.00
d Courier	50.00
SUB-TOTAL REIMBURSABLES	$7,250.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$63,260.00

EXHIBIT T-1

OHMEGA
The Ohmega Group, LLC | Be Brilliant

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

June 25, 2018

Mr. Stephen F. Lazar, AIA, LEED-AP
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida 32207

COJ Mandarin Senior Center Addition
Proposal for Electrical Engineering Consulting Services

Dear Steve,

In response to your request on June 13, 2018, and in response to your immediate needs, we are pleased to submit this proposal for electrical engineering consulting services for the subject project. Please review the scope of work for compliance with your objectives. If the scope, schedule and fee are satisfactory, please sign and return a copy of this document to OHMEGA. Receipt of this signed document from the Client and frozen architectural background templates will constitute a notice-to-proceed for the production of engineering drawings and specifications under the terms of this proposal. Work will not commence without this signed proposal.

I. Scope of Work

Provide electrical engineering design services for the construction of a 5,000 SF addition to the existing facility. The scope will include:

- Building Addition
- Demo existing restroom to expand warming kitchen
- Minor renovation of Library & Computer room

The architect will provide all CAD background drawings, existing building/site plans and access to the facility, as required to complete the scope. CAD drawings and specifications will be provided as project deliverables.

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

A. Initial Site Investigation
B. Project Kick-off and Review Meetings
C. Lighting design including:
   1. Interior lighting
   2. Photometric calculations based on the requirements of FBC, County and the Illuminating Engineering Society of North America (IESNA.)
   3. Lighting controls for energy-efficient use of lighting

Oh
Be Brilliant.

[Proposal 2018-52 – COJ MSC Addition]

4. Review Lighting Submittals

D. Power distribution system including:
   1. Service entrance and utility coordination
   2. Electrical circuiking, risers and panel schedules
   3. Electrical load calculations

E. Fire Alarm System, as required by Code

F. Voice & Data communications infrastructure (cabling & outlets only)

G. Code Compliance:
   1. National Electric Code (NFPA 70), latest version
   2. Florida Building Code (FBC), latest version
   3. County Building Department
   4. National Fire Alarm Code (NFPA 72), latest version

H. Technical Specifications

II. Exclusions / Additional Services

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

A. Security/CCTV Design

B. Lightning Protection System Design

C. Client Changes after Final Documents

D. Professional Engineer Sign & Seal of permit documents

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

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

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of *Five Thousand Two Hundred Fifty Dollars* **(US$ 5,250.00)** for preliminary design phase services. This fee shall include all necessary plan modifications, due to authority having jurisdiction (AHJ) review comments, as required to obtain a permit.

[Proposal 2018-52 – COJ MSC Addition]

TERMS & CONDITIONS

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

IV. Additional Services

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

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

V. Reimbursable Expenses

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

VI. Standard of Care

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

VII. Design Professional Indemnity

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

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

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

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

[Proposal 2018-52 – COJ MSC Addition]

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

VIII. Limitation of Liability

To the fullest extent permitted by law, the total liability in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Consultant or Consultant's officers, directors, employees, agents, and independent professional associates, and any of them, shall not exceed the total compensation received by Consultant under this Agreement or the total sum paid on behalf of or to the Consultant by the Consultant's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Consultant's insurance policies applicable thereto, whichever is greater.

IX. Third-Party Beneficiaries

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

X. Consequential Damages

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

XI. Termination

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

XII. Project Delivery Schedule

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

A set of the final signed and sealed construction documents will be submitted to the Client within a reasonable time frame after receipt of signed authorization to proceed with the Scope of Work outlined

herein and all working templates. In the case of the Client's request to accelerate the deliverable schedule, an additional expediting fee will be required to account for overtime hours required to meet the client's schedule. Any Client changes required after submittal of the final documents will be charged as Additional Services as outlined above.
The Consultant shall prepare and submit for Client approval a schedule for the performance of the Consultant's services. This schedule shall include reasonable allowances for review and approval times required by the Client, performance of services by the Client's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

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

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

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

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

Mark A. Morley

Mark A. Morley, PE, RCDD
President

[Proposal 2018-52 – COJ MSC Addition]

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

Acceptance Signed by: _____

Date: _____

Print name: _____

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

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER TBD – The Ohmega Group, LLC
TOTAL FEE SUMMARY FOR
EXHIBIT "B"

PART I - GENERAL	
1. Project **COJ Mandarin Senior Center Addition - 60% Design**	2. Proposal No. 2018-52
3. Name of Consultant **The Ohmega Group, LLC**	4. Date of Proposal 6/25/18

PART II - LABOR RELATED COSTS				
5. Direct Labor **The Ohmega Group, LLC**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$115.00	2	$230.00	
Project Manager	$56.28	4	$225.11	
Design Engineer	$46.90	0	$0.00	
Design Technician	$37.51	21.25	$797.16	
Drafter	$27.41	24	$657.89	
Field Inspector	$37.51	0	$0.00	
Clerical	$23.16	0	$0.00	
TOTAL DIRECT LABOR		51.25		$1,910.16
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		150% X Total Direct Labor		$2,865.24
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$4,775.40
8. **PROFIT: Labor Related Costs (Item 7)**			X 10%	$477.54
				$5,252.94

PART III - OTHER COSTS	
9. **MISCELLANEOUS DIRECT COSTS** MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. **SUB-CONTRACTS (Lump Sum)**	
SUB-CONTRACT SUB-TOTAL	$0.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$5,252.94
11. **REIMBURSABLE COSTS (Limiting Amount)** a. Mileage (@ 20 miles/site RT) $ 0.57 b.	$0.00
SUB-TOTAL REIMBURSABLES	$0.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$5,250.00

EXHIBIT T-1

June 19, 2018

wood.
Wood Environment & Infrastructure Solutions, Inc
6256 Greenland Road
Jacksonville, Florida 32258
Phone 904 396.5173 • Fax 904 396.5703
www.woodplc.com

Mr. Stephen F. Lazar, AIA, LEED AP
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida 32207

Subject: **Proposal for a Geotechnical Exploration**
Mandarin Senior Center Expansion
3848 Hartley Road
Jacksonville, Florida
Proposal No. 18PROPJAXV, Task 136

Dear Mr. Lazar:

Wood Environment & Infrastructure Solutions, Inc. (Wood), formerly Amec Foster Wheeler Environment & Infrastructure, Inc., is pleased to submit this proposal to provide a geotechnical exploration for the subject project. Included in this proposal is our understanding of the project, an outline of the proposed services, our lump sum fee, and our schedule.

Project Information

Project information was provided by you on June 18, 2018. We were furnished with an unauthored, undated hand-drawn site plan showing the existing site features and the proposed additions. The existing senior center is located south of Hartley Road and west of Pine Acres Road at 3848 Hartley Road in Jacksonville, Florida. We understand the existing senior center is approximately 20 years old.

We understand that the Mandarin Senior Center expansion will include a new building addition and paved driveways. The proposed building will be located east of the existing building. The proposed driveway areas will be located south and east of the proposed building addition. There is an existing stormwater pond located east of an existing parking area in the southern portion of the site. We understand this pond may be expanded, if required.

In general, the proposed construction will include a one-story, 5,000 square foot building addition, new driveways and a small parking area. The proposed building will be wood-framed with wood trusses, and a brick and stucco exterior. The proposed building will have plan dimensions of approximately 65 by 80 feet.

Detailed structural loading information has not been furnished; however, we assume that bearing wall loads will not exceed 3 klf. We have also assumed that soil-supported ground floor loads (dead load plus live load) in the building addition will not exceed 125 psf.

The finished floor elevation for the proposed addition has not been firmly established; however, we understand that no more than 2 feet of earthwork fill (and no significant cut) will be required to bring the site to the desired grade. We further assume that earthwork fill in proposed pavement areas will not exceed 2 feet.

Proposed Geotechnical Exploration

Based on our previous experience, we anticipate that the proposed addition can be supported on shallow foundations. Our scope of services has therefore been oriented toward the assumption that a shallow foundation system will be feasible for support of the proposed structure. Our geotechnical services will consist of field exploration, laboratory testing, geotechnical engineering, and reporting. These services are discussed in more detail in the following paragraphs.

Field Exploration

The proposed exploration for this project will involve various geotechnical studies and the acquisition of subsurface data. Due to the presence of the existing structure and vegetation on the site, we will drill borings where drill rig access is readily available. As requested, we propose to perform the following scope of field exploration services:

Table 1: Summary of Proposed Field Exploration Services

Area	Boring Type	Depth Below Existing Grade (ft)	Quantity
Building	SPT[1]	20	2
Parking/Driveways	Auger	5	3

[1]SPT – Standard Penetration Test (ASTM D1586)

Following the completion of drilling, the boreholes will be backfilled with native soils. The borings will be staked in the field using a hand tape or a measuring wheel.

We propose to utilize Independent Drilling, Inc. (IDI) to perform the drilling services under subcontract to Wood. We will provide an engineering technician to stake the boring locations and to coordinate the work of the drilling subcontractor on a part-time basis.

Drilling, testing, and sampling will be performed in general accordance with applicable ASTM standards. At the completion of drilling, we will transport the soil samples to our laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. The engineer will then select samples for laboratory testing, if appropriate. We will discard soil samples no less than 30 days following issuance of our report unless prior arrangements are made.

Laboratory Testing

We may conduct laboratory classification and index property tests on representative soil samples we obtain during drilling. These tests will help us estimate the bearing and settlement characteristics of the subsurface soils on the basis of empirical correlations and our prior experience. These tests could include the following: water content, fines content, organic content, Atterberg limits, and/or grain size distribution tests. We will conduct laboratory tests in general accordance with ASTM or other widely accepted standards.

Geotechnical Engineering and Reporting

A registered professional engineer who has specialized in geotechnical engineering will direct and supervise our services. A report that describes our exploration and recommendations will be provided for you. This report will include the following:

1. A brief review of our test procedures and the results of all field and laboratory tests conducted.

2. An estimated subsurface profile to illustrate the subsurface conditions including standard penetration resistance test data and groundwater levels.

3. A review of surface features and site conditions that could affect shallow foundation construction and site preparation.

4. A discussion of the subsurface conditions encountered.

5. A general evaluation of the site considering the proposed project and estimated subsurface conditions.

6. Recommended general design and construction criteria for the anticipated shallow foundations, including an allowable soil bearing pressure, minimum footing widths, and a minimum depth of embedment.

7. Estimates of shallow foundation and floor slab settlement potential based on available data.

8. Recommendations for site preparation and the construction of compacted fills or backfills.

9. Recommendations for ground floor subgrade preparation.

10. Recommendations for pavement subgrade preparation.

11. An evaluation of the acceptability of existing soils excavated from proposed earthwork cut areas for use as structural fill/backfill material.

The assessment of site environmental conditions or the presence of pollutants in the soil, rock or groundwater of the site is beyond the proposed scope of this exploration. Our services do not include the preparation of design drawings or specifications. We can provide these supplemental services under a separate authorization if desired.

Lump Sum Fee

Since the site and subsurface conditions are not precisely known, it is not possible to accurately determine all types of analyses and related studies that may be necessary. In addition, boring, sampling, and testing requirements are a function of the subsurface conditions that are actually encountered. Based on our experience and our understanding of the project requirements, we propose to perform the outlined scope of services for a lump sum fee of $3,700.

Our fee assumes that the site is accessible to our subcontract driller's track- or truck-mounted drilling equipment and that the field exploration services may be performed during normal working hours (defined as Monday through Friday, 7:00 a.m. to 6:00 p.m.). Our subcontract driller will call Sunshine State One Call of Florida (Sunshine 811) to locate and mark underground utilities prior to the field exploration. Once the locate ticket has been requested and issued, at least two business days (not including the day of the request) will be required for utility locators to locate and mark underground utilities. We assume that any information you have regarding known underground utility locations will be provided to us prior to our field exploration. We further assume that the field exploration services will not be hindered by any on-site activities of others.

Invoicing

We anticipate providing a single invoice following the conclusion of our services. If our services extend beyond our normal invoicing period of four weeks, we may elect to submit a partial invoice

for those services performed during the period. We will also include any charges not previously invoiced.

Schedule

Based upon our subcontract driller's present schedule, they can mobilize their drilling equipment within one week of receipt of written authorization. The field services should take approximately one day to complete. From our notice to proceed, we expect the project to take approximately three to four weeks to complete. We can, however, provide preliminary verbal results and recommendations shortly after the field services have been completed in order to help expedite the design process.

Authorization

To authorize us to proceed with the proposed exploration and to make this proposal, our statement of Terms and Conditions, and other enclosures the agreement between us, please execute the attached Professional Services Agreement (PSA) and return one copy (of all four pages) to us. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the PSA.

We appreciate your consideration of Wood for these services and look forward to serving as your geotechnical consultant on this and other future projects. Please contact us if you have any questions concerning this proposal.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Corey T. Chascin, E.I.
Staff Engineer

Kirk A. McIntosh, P.E., D.GE
Senior Principal

Attachments: Professional Services Agreement

Distribution: VRL Architects, Inc. – Mr. Stephen Lazar (email)
File (1)

wood.

Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 19th day of June 2018, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 6256 Greenland Road, Jacksonville, Florida 32258 ("Wood") and VRL Architects, Inc., with an address at 1449 Palm Avenue, Jacksonville, Florida 32207 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Wood to provide services in connection with:

Proposal for a Geotechnical Exploration
Mandarin Senior Center Expansion
3848 Hartley Road
Jacksonville, Florida
Proposal No. 18PROPJAXV, Task 136

SCOPE OF SERVICES

Wood agrees to perform services in accordance with our Proposal No. 18PROPJAXV, Task 136 dated June 19, 2018.

CLIENT agrees that all services not expressly included are excluded from Wood's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

_x_ **Firm-fixed price:** CLIENT agrees to compensate Wood on a firm-fixed price basis in the amount of: **$3,700**

____ **Time and materials:** CLIENT agrees to compensate Wood for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Wood's performance be greater than the estimated amount shown below, Wood will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Total estimated time and materials cost:

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement.

1. Proposal 18PROPJAXV.136, dated June 19, 2018
2. Terms and Conditions

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Wood will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will Wood assume possession or title, constructive or express, to any such samples or wastes

10. LIMITATION OF LIABILITY: As part of the consideration Wood requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Wood by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Wood or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Wood have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT		Wood Environment & Infrastructure Solutions, Inc.	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

EXHIBIT T-1

June 21, 2018 - REV 3

VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, FL 32207

Consulting Engineers

Attention: Mr. Steve Lazar

Reference: **Fee Proposal - Mandarin Senior Center Addition and Remodel**

Dear Mr. Lazar:

M. V. Cummings Engineers, Inc. is pleased to submit our fee proposal for services at ***Mandarin Senior Center,*** (hereinafter called the Project). The scope, as we understand it, is as follows:

- Multiple HVAC systems for all enclosed occupied areas both existing and proposed addition.
- Provide plumbing design for restrooms and warming kitchen.
- Ventilation of kiln area with power shutoff.
- Ventilation of warming kitchen, restrooms and external areas; i.e. electrical room, custodial areas.
- Limited construction administration shop drawing review.
- Budget Cost Estimate at 60% submission.

M.V. Cummings Engineers proposes a 60% design fee of ***$6,900.***

No fire sprinkler system, electrical system nor irrigation are included in this proposal.

Additional scope to be at a pre-negotiated lump sum fee or hourly rate per Exhibit "B" - Hourly Rate Schedule.

This proposal, consisting of this one page plus Attachments A and B hereinafter, represents our entire agreement. If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one original signature copy to M. V. Cummings Engineers, Inc. This authorization constitutes your commitment to pay the fee and reimbursable expenses (if applicable) and represents that approval has been received by your firm from the Client to proceed.

If you have any questions, please do not hesitate to contact me.

Sincerely,

M. V. CUMMINGS ENGINEERS, INC.

Wayne C. Kelly, P.E.
President

WCK/acg

Accepted this _____ Day of _____, 2018

VRL ARCHITECTS

By _____
Officer or Authorized Signature

JANET O. WHITMILL, R.L.A, INC.
LANDSCAPE ARCHITECT

June 22, 2018

Stephen F. Lazar, AIA, LEED AP
VRL Architects, Inc
1449 Palm Avenue
Jacksonville, Florida, 32207

RE: Proposal for Landscape Architectural Design Services for
Mandarin Senior Center Expansion 60% DRAWINGS- Jacksonville, Florida

Dear Stephen,

This letter is to serve as the scope of services offered by Janet O. Whitmill, R.L.A. for the above referenced project. The landscape architectural design services are as follows:

Construction Documents:

- **Planting Plan:** A planting plan will show existing and proposed plant materials with location, species and quantities. Plans will be designed s to meet city's landscape requirements for prompt approval
- **Tree Mitigation Plan.** A tree mitigation plan shall be prepared to depict the trees to remain, remove and be credited. The plan shall meet city's minimum requirements and show required tree protection barricades. No tree tagging or surveying included in the proposal.
- **Tree Assessment:** A tree assessment shall be performed by a certified arborist on site to determine the health and viability of the specimen tree to be preserved and removed. The owner shall determine the Limits of Clearing (LOC) prior to the commencement of the tree assessment. Owner require to pay all fees.
  (Option: $2,300.00) _____Accept _____Decline Please initial.
- **Irrigation Plan:** An Automatic irrigation plan shall be prepared to provide 100% coverage to all landscape areas. Owner to determine location and water source.
- **Contract Administration:** The Landscape Architect shall perform one site inspection. A written report for the meeting shall be provided to the owner.
  (Option. $1,000.00) _____Accept _____Decline Please initial.
- **Details and Specifications** to support submitted plans will be provided.

Terms of Agreement:

The professional lump sum fees for the base services, without options, outlined above will be:
$5,340.00 (five thousand three hundred forty dollars)

This fee proposal is subject to acceptance within 120 days. Invoicing for the tasks outlined above will be on a monthly basis. Payment is required within 30 days from the date of invoice. A 50% retainer plus all checks for submittal fees shall be required prior to commencement of work. This fee proposal is subject to acceptance within 120 days. In the event that we are required to retain an attorney to collect on this account, you will also responsible for all collection costs, including an attorney's fee. Blueprinting, delivery and other expenses will be invoiced as direct reimbursable expenses. Any modifications or changes to the approved permit documents shall be additional to the lump sum fee. Billing for any additional scope of services shall be based upon an hourly rate of $150.00 per hour. All original drawings, tracings and sketches shall remain the property of the Landscape Architect. The client shall retain exclusive rights to all drawings.

All work shall be completed within twenty working days of receipt of Auto Cad drawing. Should this proposal meet your approval, please sign below. I look forward to working with you on this project.

Sincerely,

Janet O. Whitmill, R.L.A.

_____ _____
Signature of Acceptance Date

P.O.BOX 5212 • JACKSONVILLE, FL • 32247-5212
PHONE 904 399 7634
EMAIL JOWHITMILL@AOL.COM

EXHIBIT T-1

ATLANTIC ENGINEERING SERVICES

8501 Arlington Expy.
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633
FX: 904.725.8285
jax@aescj.com
www.aescj.com

June 14, 2018

Mr. Stephen F. Lazar, AIA, LEED AP
VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, FL 32207-8467

Re: Mandarin Senior Center - Expansion
Jacksonville, Florida

AES Project: #318-199.00

Dear Steve:

As per your request, I am pleased to submit this proposal for consulting structural engineering services on the above referenced project. The proposed project is a 5,000 square foot expansion to the Mandarin Senior Citizen Center in Jacksonville, Florida. Our Proposal is based on your emailed RFP of June 13, 2018, and conversations with you.

The services to be provided by Atlantic Engineering Services of Jacksonville (AES) shall be:

1) In the Design Development Phase (DD Phase), perform structural analysis and design and prepare DD Phase documents that will fix and describe the structural dimensions, materials, and types of construction.

2) In the Construction Documents Phase (CD Phase), based on the DD Phase documents approved by the Architect, perform structural analysis and design and prepare drawings setting forth in detail the structural requirements of the project to a 60% completion.

The total fee for the above services shall be Five Thousand Three Hundred Dollars ($5,300.00) plus expenses

Any services authorized by you, in addition to those set forth above, shall be billed in addition to the above total fee at the following rates:

Principal	$186.00/hour
Associate Principal	$172.00/hour
Senior Project Engineer/Senior Project Manager	$159.00/hour
Project Engineer/Project Manager	$140.00/hour
Engineer/Structural Designer	$128.00/hour
CADD/BIM Technician	$ 99.00/hour
Administrative	$ 70.00/hour
Expenses	1.15 times cost

Additional services include, but are not limited to, the following

- Attending meetings with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Making site visits.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.

- Field visits to observe and document existing structural conditions because of a lack of available documentation.
- Providing for the design of reinforcement or repairs to existing structures because of discovered conditions where existing structure to remain is found to be non-compliant with applicable building codes.
- Development of alternate framing schemes on Construction Documents for comparative pricing.
- Providing redesign services for Contractor's proposed design modifications or for Contractor's proposed substitutions for materials or structural systems.
- Preparation of component and/or cladding design which is normally provided by the manufacturer such as cold-formed framing or curtainwall framing.
- Preparing a set of record drawings.
- Preparation of component and/or cladding loading drawings.
- Preparation of component and/or cladding design.
- Use of an aerial drone to take images or develop a model of the project.

Expenses include travel, meals, parking, photographic processing, copying and printing costs, postage and special shipping costs, costs of tools or special equipment.

AES shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. AES reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

In providing services under this Agreement, AES shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of AES and AES's officers, directors, partners, employees, and sub-consultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed One Million Dollars ($1,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

AES shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). AES's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the contract documents, but AES shall not be responsible for the failure of contractor(s) to perform work in accordance with the contract documents.

EXHIBIT T-1

In the event that you make a claim or bring an action against AES, its officers and/or its employees arising from the performance of our professional services and such action is dismissed or you fail to prove such a claim, then you agree to pay all legal and other costs (including attorneys' fees) incurred by AES in its defense of such claim.

The contract drawings and reports are instruments of service in respect of the project and AES shall retain ownership and property interest therein whether or not the project is completed. Any reuse without written verification from AES shall be at your own risk and you hereby indemnify and hold harmless AES, its officers and employees from all claims, damages, losses, and expenses arising out of or resulting therefrom. Any such reuse or adaptation will entitle AES to further compensation to be agreed upon by you and AES.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
FLORIDA CERTIFICATE OF AUTHORIZATION #791

David L. Webb, P.E.
Principal

DLW/drg

ACCEPTED BY

Client Signature

Printed Name and Title

Date

EXHIBIT T-1

B.V. & Associates, Inc.

Engineers * Surveyors * Planners

June 16, 2018

VRL Architects, Inc.
1449 Palm Avenue
Jacksonville, Florida 32207
Attn: Steve Lazar, AIA

RE: Mandarin Senior Center – Land Survey

Dear Mr. Lazar,

BVA is pleased to present this proposal for land survey services to be performed on a portion of the above referenced project. The purpose of this proposal is to provide a topographic survey of the site as defined on the exhibits provided by your office 6/14/18.

Horizontal Control – will be based on the State Plane Coordinate System – Florida East Zone, US survey feet. A minimum of three (2) horizontal control points will be established.

Vertical Control – will be based on the NAVD 88 Datum and a minimum of two (2) benchmarks will be established.

Improvement Survey – a detailed survey will be performed on all significant visible improvements lying within the project limits outlined on exhibit provided 6/14/18.

Utility Survey – field locate all above grade utilities and above grade indicators to underground utilities.

Final Deliverables – will be three (3) sets of signed and sealed prints of the final survey, together with an electronic file of the survey.

This proposal is based on one mobilization and does not include the following: boundary or Right of way survey, location of any designates by others not present at the time of survey.

Our lump sum fee for this project is $3,300.00 .

BVA looks forward to being a part of the *VRL Team* on this important project.

If you have any questions or comments, do not hesitate to contact us.

Sincerely,

Julian Valbuena, PSM
President

8901 Arlington Expressway * Suite B - 103 Jacksonville, Florida 32211*
(904) 725-6382 Fax (904) 725-1455 www.bvandassociates.com

EXHIBIT T-1

REQUEST FOR PROPOSALS

FOR

DESIGN & CONSTRUCTION OF

MANDARIN CENTER EXPANSION
3848 Hartley Road, Jacksonville FL 32257
RE #: 155715 0010

DESIGN – BUILD CONSTRUCTION DELIVERY METHOD

ACTIVE AND PASSIVE PARKS PROJECTS

CDB-0008-16
DESIGN CRITERIA PACKAGE FOR AMENDMENT 3A
Contract # 8150-15

PROCUREMENT DIVISION

PARKS, RECREATION AND COMMUNITY SERVICES

PUBLIC WORKS DEPARTMENT
RELEASE DATE: Jun 5th, 2018

PREPARED BY ENGINEERING & CONSTRUCTION MANAGEMENT DIVISION

CITY OF JACKSONVILLE, FLORIDA
MANDARIN SENIOR CENTER EXPANSION

RFQ – CDB–0008-16
RELEASE DATE – June 5th, 2018

1. INTRODUCTION AND LOCATION:

This Design Criteria Package (DCP) specifies performance-based criteria for the design and construction of the expansion of the existing Mandarin Senior Center located at 3848 Hartley Road, Jacksonville FL 32257.

The purpose of this design criteria package is to furnish sufficient information to allow a Design Build Firm to prepare a response to the City's request for proposal (RFP) and to permit the City to enter into a negotiated design build contract.

The project includes Architectural, Civil, Structural, Fire Protection, Landscape, Mechanical, Plumbing, and Electrical multi-disciplined design. All the site and building renovations shall comply with current regulations of the U.S. Department of Justice Americans with Disabilities Act (ADA).

The Design Build Firm shall especially exercise caution while working in the building to assure compliance with the USA Government Consumer Protection protecting the health and safety of the Senior Center users.

2. GENERAL:

The Design-Build firm is responsible for design and plans production. The plans and specifications included in this DCP are provided for the purpose of allowing the Design Build Firm to prepare the fee proposal for the 60% design of the Mandarin Senior Center Expansion within twenty one (21) calendar days from the release date of the DCP. **Therefore, the fee proposal shall be submitted to Maria Williams, P.E., no later than 5:00 P.M. on Monday, June 26th, 2018. Submittal location: 214 N. Hogan Street, Ed Ball Building, 10th Floor, Jacksonville, Florida 32202.**

The Design Builder shall request a meeting (if needed) to discuss items pertaining to the design of the Mandarin Senior Center Expansion within one week of the DCP issue date. The fee proposal must include the proposed schedule for the 60% submittal.

The provisions of the DCP represent the technical, material, and quality requirements for the aforementioned project. The Design Build Firm is bound by these requirements during the design (and future permitting and construction if applicable) of the Mandarin Senior Center Expansion.

With the Technical Proposal (60% Design), Acon Construction Co., Inc. shall provide the Guaranteed Maximum Price ("The GMP") and the Guaranteed Completion Date ("The GCD"). No more than one week after receiving the Technical Proposal (TP), the GMP & the GMC from Acon Construction, the City shall commence negotiations to reach an agreement on terms of the GMP & GCD for the 100% design, permitting and construction of the Mandarin Senior Center Expansion.

A DCP amendment for the design of the construction plans and for the construction completion of the Mandarin Senior Center Expansion may be issued at the City's initiative or at the request of the Design Build Firm, upon the approval by Parks, Recreation and Community Services, if the amendment is in the best interest of the City.

The Design Criteria Professional (Maria Williams, P.E.) may amend the provisions of the Design Criteria Package after it has been released to the Design Build Firm, but before the expiration of the 24-day period designated for submittal of the Fee Proposal.

3. **SCOPE OF WORK:**

The DB firm shall deliver the 60% design plans of the Mandarin Senior Center Expansion, based on the site plan and the interior building layout prepared by the City (Exhibit "A") which combines adjustments to the Site Layout for the Building Expansion Designed by the City in 2010 (Exhibit "B") and the Parking Designed under VRL's contract and Constructed in 2017 (Exhibit "C"). The 60% plans shall include information needed for the first DMG and Permit review submittals.

In general, constructions for which drawings, engineering calculations and specifications are required consist of an addition to the existing building and renovation of the existing structure. The total project site consists of 5.47 acres.

The Design Build Firm shall be responsible to comply with the changes and modifications to the 2017 Florida Building Code and Supplement up to the time of the bid. The following site elements shall be designed, permitted and constructed in accordance with site development conditions in compliance with applicable design criteria, standards, codes and specifications promulgated by but not limited to the following: the City of Jacksonville, the State of Florida, ACI, ANSI, ASCE, ASTM, AWPA, EPA, FDEP, NFPA, OSHA, UL, NEC and NEMA.

Building: The existing Mandarin Senior Citizen Center was built in 1991 on a 132 foot x 650 foot lot on Hartley Road. The existing facility consists of a 4,646 SF one-story building with concrete slab-on- grade, 6-inch wood studs @ 16" O.C. exterior walls covered with stucco and brick veneer wainscoting (Exhibit "D"). Exhibit "E" shows the 2010 design exterior elevations, which are the basis of design for this Senior Center expansion project. AutoCAD plans for the Architectural, Civil, Landscape, Mechanical, Structural and Electrical 2010 design will be provided to the DB Company.

A proposed 13,054 SF (±) building addition will have a reinforced concrete slab-on-grade and 12"split-faced CMU exterior walls with some brick veneer wainscoting, stucco on upper wall area, pre-engineered hipped wood truss roof system with APA Rated Structural plywood sheathing and metal / shingle roofing (to be determined by the price), and 3,000 SF main entry / drop-off canopy. The functional spaces of the existing building (Exhibit "F") shall be modified and combined with the new building to provide a multipurpose "dining hall" with seating for 500 citizens, and additional space for center specialized activities. Exhibits "F" and "G" shall be modified in accordance with the spaces requested by the Senior Services Division (page 4), the funding and the current Florida Building Code requirements. Exhibit "H" is a Preliminary Conceptual Sketch to be finalized to comply with new ADA and FBC requirements. .

The Design Build Firm may propose changes to the newly constructed parking, the original design completed by the City in 2011 or the conceptual plan combining the two designs. The

modifications will be implemented after the City reviews the changes and approves them. The proposed construction materials and systems shall be equal or better to the existing facility. The Design Build Firm shall submit to the City any requests for approval of equal or better materials and systems at least 10-days before the deadline for submitting the Technical Proposal. The procedure for submitting these requests shall be substantially the same as Section 20.16 Substitutions (Division III, Section 20 – General Conditions, City Standard Contract Documents).

The following items were requested by the Senior Services Division and shall be considered in the design if enough funding is available:

- 2 Additional offices
- Computer lab
- Larger craft/ceramics room
- Larger library/conference room
- Exercise room
- Activities room
- Enlarge the kitchen to serve more breakfasts/lunches and to accommodate a larger oven and refrigerator
- More storage areas and bathrooms

Wind loads shall be no less than those associated with the FBC Edition 6th for Risk Category III and shown in the City Infrastructure as one hundred thirty (140) mph - 3 sec peak gust wind velocity (see Exhibit "I").

a. **Recent Modifications to Existing Entrance and Parking Area:** The construction of Parking Expansion and ADA Improvements for the Mandarin Senior completed at the end of 2017, consisted of a new covered entrance, a canopy to the existing building, existing parking modifications and a new parking area (including parking for 2 buses), exterior lighting and a new storm drainage system. Also, limited upgrades to the existing building.

b. **Slab on Grade:** A structural engineer shall provide the minimum requirements for the slab-on-grade. The vapor barrier shall be Stego for all architectural, structural and finish details as well as technical requirements pertaining to mechanical, electrical, telecommunication, plumbing and fire protection systems

c. **Project City Development Number:** The CDN for this project is 4963.063 (Exhibit "J").

d. **Drainage and Stormwater Management System:** The DBC shall evaluate the pond constructed in 2017 to see if the design can accommodate the new building. Pond expansions shall be to the East of the existing pond.

   The stormwater pond shall be designed, permitted and constructed in compliance with the City Land Development Manual and regulations promulgated by the St Johns River Water Management District.

e. **Roof:** The existing roof is pre-engineered wood hipped truss system with 5/8" APA Rated plywood sheathing and asphalt shingle roofing is in place. The pre-engineered roof truss system also has 3/8" plywood sheathing attached to the underside of the bottom chord of the trusses.

The roof designer shall consider the condition of the existing roof. The roof design shall combine the existing and the new roof. A 30 year manufacturer's warranty and 2 years workmanship warranty is required.

The original 2010 roof design can be modified completely if it reduces the cost of the project. The Structural Engineer designer for the 2010 plans offered (on 05/15/18) the DB Company to use his design. If desired, the City has the 2010 Structural AutoCAD plans designed by Dilip L. Kothekar, P.E., Inc., email: dlkpeinc@bellsouth.net and Phone number: (904) 737-1137. Final plans shall comply with the latest Florida Building Code.

f. **Wetlands:** Exhibit "K" shows the surveyed wetland jurisdictional line, the SJRWMD permit and the Department of Army permits obtained for the design completed in 2010. The wetland jurisdictional line was completed by ERS. It is the Design-Build company responsibility to update the wetland flagging line when the footprint of the new building is completed. Also, the DB Company shall obtain a wetland impact evaluation and shall update the ARCOE and SJRWMD permits. The City has excess of mitigation credit from Loblolly Mitigation Bank that will be used to pay the wetland impact.

g. **Project Site:** The Design Build Firm shall verify the preliminary site plan concept proposed by the City and adjust parking spaces if requested by DMG. New driveways to Hartley Road were constructed on 2017. **No additional driveways are required.**

h. **Pavement –Parking:** In general driveways and parking areas shall have curbing (curb and gutter). Use the pavement design for the parking completed in 2017, with 8" crush-crete base.

Per the City of Jacksonville, Chapter 656.604, the number of off-street parking spaces required is as follow:

- One space for each 200 square feet of gross floor area
- or one space for each 3 seats; whichever is greater

Therefore, for 17,700 SF (Existing Building + Expansion) 89 parking spaces are needed. For 500 seats, 167 parking spaces are required. Also, there are 3 to 4 bus routes daily, with 12 to 18 citizens=> deducting 3 buses x 12 citizens, a total of **"131 parking spaces are needed if the total area of the building is 17,700 SF"** (see conceptual design on Exhibit "A").

- ADA Parking Spaces needed: 6. However, in this case 4 of the 6 ADA parking spaces need to be located close to the new entrance.

All Parking Information indicated above needs to be confirmed by DMG during the 10 Set Plan Review.

i. **Sidewalks:** 6-foot wide and 5" thick plain concrete f'_c =3,000 psi sidewalks are required. The Design Build Firm shall coordinate the proposed sidewalks as necessary to obtain the permit. Expansion and control joints shall be provided as recommended by ACI. Sidewalks shall meet the ADA accessibility requirements. Sidewalk intersections shall have 5' radii.

j. **Traffic Signs and Pavement Marking.** The Design Builder shall provide traffic signs and pavement marking as required at the project Site.

k. **Utilities.** The Design Build Firm shall be required to coordinate and secure approvals from the public utility companies and pay all connection and permit / approval fees as required by the

said public utility companies. See design ticket, Availability letter and GIS Infrastructure in Exhibit "L".

1. **Water Service:** The 2010 plans were designed abandoning the existing potable water service, removing the existing meter and closing valve at box. The new design connects a new 3" potable water service, with 3" backflow preventer and 2.5" water meter to a 6" PVC Fire Service Line that connects to the 12" water main with 12" x 6" tapping sleeve (see plans, Sheet C5.0, Exhibit L.2).
2. **Sanitary Sewer Service:** The 2010 plans were designed to abandon the 4" sanitary sewer, plug the existing gravity sewer and remove and dispose the existing lift station. The new design includes a proposed 4" gravity sewer with a connection to a 2" SCH 80 PVC Force Main Sanitary that connects to an existing 10" FM and a private pump out assembly. Lift Station Calculations from the 2011 design are included in Exhibit L.3).
3. **Telephone, Cable, Electrical and Telecommunication Services:** The Design Build Firm as a minimum shall provide the services requested by the City for the computer room. Also, all the services necessary from AT&T, Comcast, electrical and communications for the successful functioning of the Mandarin senior Center.
4. **Electrical Site Lighting:** Site Lighting was added during the 2017 parking construction. DB to evaluate site lighting shown on the 2010 design for the building addition and for the additional parking area.

l. **Fire Hydrants:** Fire Hydrant assembly connection to the existing water main was requested by JEA during the 2010 design plan review (see exhibit "L", Item 1). The Fire Hydrant flow test shall be requested from JEA by the DB Company.

m. **Fences and Gates:** Fences were installed during the 2017 construction. It appears that additional fences or gates are not required.

4. **ZONING:**

The property follows the PBF-1 Zoning District Standards. The set backs are:
Front Yard - 0'
Side Yard - 0'
Rear Yard - 0'
Minimum Lot Width and Area - None
Maximum Height - None
Maximum Lot Coverage – None

5. **BUDGET:**

The Budget for Expanding and remodeling the Existing Mandarin Senior Center is $1,500,000 including contingency and CEI. Therefore, the total available budget for the Design Build of the project is $1,500,000 - $75,000 (5% for Construction Engineering and Inspection) - $75,000 (5% Contingency) = **$1,350,000.**

6. **PERMITS:**

If after the 60% submittal, the DCP amendment for the design of the construction plans and for the construction completion of the proposed Mandarin Senior Center Addition is issued, ACON Construction will be responsible for all required permits. The Design Build Firm shall secure site and building permits and coordinate through the City's Project Manager the final design.

The Design Build Firm shall apply on behalf of the City, pay required application and permit fees and secure all approvals and permits from the City and the State regulatory agencies as required by law. Specifically, permits and approvals are required, from but not limited to, the St Johns River Water Management District, the Florida Department of Environmental Protection, the City Environment Resources Management Department, JEA, AT&T, Comcast, TECO Gas, the City – Traffic, Development Management Group, the Building Inspection Division and any others as may be required for this project.

In addition, the Design Build Firm shall coordinate with all applicable utility companies as required and pay all applicable fees.

The Design Build Firm shall provide the Engineer the review and approval of all plans and specifications at 60%, 90% and 100% project development phases. For the purpose of the reviews and approvals, the Design Build Firm shall provide the Engineer with 5 sets of drawings, specifications and engineering calculations.

The Design Build Firm shall provide the Engineer with five (5) sets of final plans, specifications and engineering calculations prior to the Preconstruction Conference and the issuance of the Notice to Proceed. In addition, at the same time the Design Build Firm shall provide the Engineer with two (2) copies of CDs with the electronic version of all contract documents (drawings, specifications, engineering calculations, permits. Approvals,...etc.).

7. MATERIALS:

Building materials shall match the existing building materials, unless the City modified them in the 2010 design.

8. SIGN FOR THE DURATION OF THE PROJECT ONLY:

The Design Build Firm shall provide one on-site construction sign for the project. A construction sign shown in Section 20 shall be 4'x4' instead of 4'x8' and it shall have two 2"x4" brace posts instead of three brace posts. All wood and plywood shall be pressure treated for in ground and weather exposure as applicable. The construction sign shall include new requirements from Ordinance 2018-194-E included in Exhibit "M".

9. SOIL CONDITIONS – GEOTECHNICAL EXPLORATION REPORT:

Reports of Geotechnical Exploration prepared by Ellis & Associates, Inc. on January 23, 2015, by Wolf WPC Engineering Environmental on August 3, 2008 and a report prepared by Universal Engineering Sciences on January 21, 2011, are being issued with this DCP. Additional Geotechnical Exploration can be provided if the DB Company request it. Please confirm number and location of additional soil borings needed.

The Geotechnical Reports cover pages are included in this DCP as Exhibit "N", the electronic copy will be provided to the DB Company with the DCP.

10. ENVIRONMENTAL SITE ASSESSMENT:

Environmental Site Assessments Phase I and II prepared by Ellis & Associates, Inc. on December 18, 2008 and April 3, 2009,. Phase II indicates Existing oil tanks and Fill/Buried

Debris. Existing houses with oil tanks, buried tires asphalt ruble and other debris were removed on or before the 2017 construction of the pond and parking lot. Per the Construction & Engineering Services Consultant providing CEI for the parking, the site was clean when the project was completed. Therefore, the Phase I and Phase II indicated above do not apply to the current condition. However, electronic copy can be provided if requested by the DB Company.

11. TOPOGRAPHICAL SURVEY MAP:

The Topographical and Tree Survey Map and the 2017 As-Built Plans are integral part of the Design Criteria Package ("the DCP"). AutoCAD plans will be provided to the DB Company. The Civil Engineer for the DB Company has the As Built plans for the 2017 construction project (Exhibit "O").

12. COMPLETION AND DEDICATION OF IMPROVEMENTS WITHIN NEW FIRE STATION # 73'S PROPERTY LINE:

The DB Company will construct all improvements included in the GMP and dedicate them to the City and public utility companies before completion of construction of the Mandarin Senior Center Expansion.

13. FLOODPLAIN CONDITIONS:

The property is not in the Flood Zone (Exhibit "P")

14. CONTROL OF THE WORK AND OF MATERIALS:

Provisions of Division III, Section 20, Subsection 20.29 – General Conditions, Tests and Inspections, City Standard Contract Documents are fully applicable to this Project.

15. MEASUREMENT AND PAYMENT:

Provisions of Division III, Section 20, Subsection 20.39 – General Conditions, Progress Payments, City Standard Contract Documents shall be applicable in establishing provisions of the Contract for measuring work progress and making progress payments to ACON Construction.

16. COMPLIANCE WITH CHAPTER 327, ORDINANCE CODE, CITY OF JACKSONVILLE, FLORIDA SUSTAINABLE BUILDING PROGRAM:

The Design Build Firm shall implement the provisions of Ordinance 2009-211-E as they relate to meeting and obtaining the sustainable building certification based on one of the recognized sustainable building certification systems such as U.S. Green Building Council's LEED Rating System, GBI'S Green Globe, or the Florida Green Building Coalition. The Design Build Firm shall select the least expensive certification system, which satisfies the requirements of Ordinance 2009-122-E. A copy of the Ordinance 2009-211-E is incorporated herewith as Exhibit "Q" and Chapter 327, Sustainable Building Code can be searched in the following link: https://library.municode.com/fl/jacksonville/codes/code_of_ordinances?nodeId=TITVIIICOREBUCO_CH327SUBUPR

17. AS-BUILT PLANS:

The text of Section 20.62 "As-built" Drawings in Section 20, General Conditions shall be modified as follows:

20.62.5 The Design-Builder shall maintain, on a daily basis, a complete set of plans with "as-built" information noted in red ink. This "as-built" information shall include, but not limited to: the location of all utilities installed and/or encountered, all changes in design and/or layout of the project, all dimensional changes, and all changes in equipment and/or materials. This set of drawings shall be maintained on the job site and shall be available for review by the City at any time during the project. The Contractor shall transfer the "as-built" information contained in the drawings to a permanent record set of "as-built" drawings.

The permanent record set of "as-built" drawings shall become the property of the CITY prior to final payment and after review and acceptance by the ENGINEER.

In addition, the Design-Builder shall provide the City with the electronic version (AutoCAD) of all As-Built plans on a CD. The AutoCAD files shall comply with the following requirements: (1) All drawings shall be 100% AutoCAD files, 2018 Version or newer; (2) Use standard layer system; (3) All AutoCAD files shall be transferred to CD including all the references (4) Use standard AutoCAD fonts/text files only, no third party application.

END OF THE DESIGN CRITERIA PACKAGE

RFQ – CDB-0008-16
Mandarin Senior Center Expansion
Design Criteria Package
June 5th, 2018

LIST OF EXHIBITS

EXHIBIT "A" .....Proposed Site Plan - 2018

EXHIBIT "B".....Site Layout Plan - 2010

EXHIBIT "C" .....Constructed Site Plan - 2017

EXHIBIT "D" .....Existing Building – Exterior

EXHIBIT "E" .....Exterior Building–2010 Design

EXHIBIT "F" .....Existing Building. Floor Plan

EXHIBIT "G" .....Interior Spaces – 2010 Design

EXHIBIT "H" .....Prop. Int. Spaces (Conceptual)

EXHIBIT "I' .....Wind Load Category III

EXHIBIT "J" .....City Development Number

EXHIBIT "K" .....Wetlands and Surface Waters

EXHIBIT "L" .....Utilities

1.....JEA Plan Review- F.H. – 2010

2.....Utilities – 2010/2011 Design

3.....S.S. Pump Station–2011

4.....JEA Availability Letters- 2018 & 2010

5.....Sunshine Design Ticket -2018

6.....GIS Infrastructure – 2018

7. .....Exist. Bldg. Sanitary Plumbing

EXHIBIT "M" .....Construction Sign

EXHIBIT '"N"" .....Geotechnical Exploration

EXHIBIT "O" .....As-Built Plans

EXHIBIT "P" .....Flood Zone

EXHIBIT "Q" .....FL. Sustainability Program

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING Ø DATE: 7-14-16

Teresa R. Eichner

OTHER

James R. McCoy

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DATE 7/14/16

DISAPPROVED

OTHER

CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

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

OTHER _____

ACTION OF AWARDING AUTHORITY

DATE 1/28/16

APPROVED _____ DISAPPROVED: _____

OTHER:

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 12-30-15

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED _____ DATE 1/01/16

Sam E. Mouss
Chief Administrative Officer
For Mayor Lenny Curry

OTHER:

SIGNATURE OF AUTHENTICATION

QWS3270X 7/6/2018 10:15 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 07/06/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 10:15 AM

FISCAL MO/YEAR : 10 2018 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 06505 OTHER CONSTRUCTION COSTS
PROJECT : PR0574 MANDARIN SR. CITIZEN CENTER
PROJECT DETAIL : 03 EXPANSION
GRANT :
GRANT DETAIL :
USER CODE :

S	JULY 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	1,500,000.00	1,500,000.00
EXPENDITURES	.00	5,072.45	5,072.45
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	1,494,927.55	1,494,927.55

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