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 Pine Forest Senior Center project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $50,661.05, to provide 60% design to renovate the existing Pine Forest Senior Center. This incorporates the attached scope and fee summary, Exhibit "EEE-1", and allowing for the completion of the work within 60 days from notice to proceed. Total annual expenditure amount is currently at $33,000,000.00; total amount spent to date is $29,727,903.18.

Funding for this award is to be encumbered account(s): 010201-565030-1-32111-384020 to be executed by contract Amendment 56A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Acting, Chief, Engineering and Construction Management/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 15, 2021

TO: Gregory W. Pease
Chief of Procurement

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

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

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

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Pine Forest Senior Center AMENDMENT 56A

Based on the Design Criteria Package (DCP) 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 to renovate the existing Pine Forest Senior Center. Negotiations have resulted in the GMP amount of $50,661.05, as indicated on the attached Scope & Fee Summary, Exhibit EEE-1 and allowing for the completion of the work within 60 days of the Notice to Proceed. Acon Construction Co., Inc. is committed to meeting the 10% JSEB participation goals established for this contract.

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 EEE-1 for Pine Forest Senior Center for the GMP amount of $50,661.05 known as Amendment 56A.

To be encumbered as follows:

Accounts	TOTAL
010201	
PWCP Public Works Capital Projects-Other Transportation Services	
565030	
1	
32111-384020	
$50,661.05	$50,661.05

RGS/lw

Attachment: Exhibit EEE-1
JSEB Participation

cc: Lori West, Engineering and Construction Management

ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Apr 29, 2021

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

Attention: Mr. Robin G. Smith, P.E.
City Engineer
Reference: 4035 Grant Road Center 60% Design
DB Contract #8150-15

Mr. Smith,

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 renovating the existing facility at 4035 Grant Road in Jacksonville. These plans will be based on criteria communicated to ACON at two meetings on site. Specific scopes for this phase are contained in proposals from sub consultants as attached.

Our Guaranteed Maximum Price (GMP) for this project as stated is $50,661.05.

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

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 8150-15

4035 Grant Road Center 60% Design

DATE:Apr 29, 2021

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	Project Management	Hrs	20	$110.00	$2,200.00
2	Supervision	LS	0	$75.00	$0.00
3	Administration	LS	20	$75.00	$1,500.00
4	Design Fee	LS	1	$42,355.50	$42,355.50
5					
7					
8					
9	DB Fee	LS	1		$4,605.55
				TOTAL	$50,661.05

EXHIBIT EEE-1

$42,355 SI

V·R·L
Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

1449 Palm Avenue
Jacksonville, Florida 32207

Phone 904-723-3895

26 April 2021

ACON Construction Company
3653 Regent Blvd., Suite 401
Jacksonville, FL 32224

Attn: Frank Anderson, Project Manager

Re: Pine Forest Senior Center
VRL Project #1909

Subject: Change of Use of Existing City of Jacksonville Health Clinic to a Senior Center
Design Services to 60% Submittal

Mr. Anderson:

This proposal is based on our site meeting of Monday, 19 August 2019.

Attending were:

Ms. Gloria Crawford, Chief Senior Services
Frank Anderson, ACON
David Sypniewski, ACON
Sully Fontaine, M. V. Cummings Engineers
Brian Rivera, The Ohmega Group
Kyle Binninger, P.E.
Stephen F. Lazar, Architect

Scope of Work

1. Complete demolition of all interior partitions, ceilings, lighting, electrical and plumbing. Remove mechanical equipment ductwork and accessories. Remove existing windows.

2. Create a space for (12) 8 FT diameter Tables for seating 8 persons each for a total of 96 persons (Goal).

3. Enclosed spaces: (2) Office of 55 SF, each (2) Classrooms between 110 and 160 SF, Men and Women's Restrooms, and a 100 SF Storage Room for Chair and Table dollies.

   IF POSSIBLE, BUT 1 IS REQUIRED... THIS WILL BE DISCUSSED WITH COJ

4. Kitchen (154 SF +/-)
   - Three-compartment sink (will require a grease trap)

- Range/oven with rated hood and fresh air make up.
- Refrigerator.
- Possible location for food warmer.
- No dishwasher.
- Code required hand wash sink.

5. Locate a pre fab metal or canvas canopy to extend from the southeast entry to the bus pick up/drop off and include the handicap ramp. Design and Foundations by others.

6. Evaluate the exterior lighting and improve where needed.

7. Verify the capacity of existing HVAC to serve the new occupancy and evaluate existing roof insulation.

8. Provide all new PVC and CPVC Schedule 80 plumbing piping.

9. Provide new lighting and electrical power distribution.

10. Enlarge several window openings vertically to add more daylight into the hall.

11. Coordinate with ACON to re-stripe paved parking.

Services Provided:

1. Prepare digital Floor Plan Templates and visit the site to confirm existing conditions.

2. Prepare Schematic Concepts to address above outlined Scope of Work. Include budget Allocations to facilitate decisions regarding Scope.

3. Meet with Department of Public Works and Adult Services staff to review concepts.

4. Meet with City of Jacksonville Plans Review staff to confirm approach to Code Review issues.

5. Prepare Construction Documents to incorporate selected items as directed by the City of Jacksonville Department of Public Works and City of Jacksonville Senior Services.

6. VRL Architects will retain Keister Webb Structural Engineers, LLC., The Ohmega Group, and M.V. Cummings Engineers, Inc. for relevant, specific engineering services.

Not included in this fee proposal:

1. Civil Engineering.
2. Surveying.
3. Hazardous Material Investigation and Remediation.
4. More than three (3) programming and design meetings with the Using Agency and one (1) review meeting with City of Jacksonville Building Officials.
5. Estimates of Probable Construction Costs.

Schedule:

VRL Architects anticipates five (5) weeks will be required to complete 60% documents.

Compensation:

Our fee for the above outlined Scope of Work will be $42,155.50 plus reproductions (allowance of $200.00) . We are ready to begin this work effort immediately.

If this proposal is acceptable, please return one executed copy to this office.

Sincerely,
VRL Architects Inc.

Stephen F. Lazar, AIA

_____
accepted for ACON Construction

Attachments:

- Schematic Plan from COJ Parks
- KW Proposal
- TOG Proposal
- MVC Proposal
- VRL Exhibit "B"

CITY OF JACKSONVILLE
PARS, RECREATION & COMMUNITY SERVICES
VRL Architects, Inc
FEE SUMMARY for PINE FORREST SENIOR CENTER

EXHIBIT "B"

PART I - GENERAL	
1. Project **PINE FORREST SENIOR CENTER**	2. Proposal No. 1909-01
3. Name of Consultant **VRL ARCHITECTS, INC.**	4. Date of Proposal **26 August 2021**

PART II - LABOR RELATED COSTS				
5. Direct Labor **VRL Architects, Inc.**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	36	$2,088.00	
Project Manager	$49.00	38	$1,862.00	
Design Engineer/Architect	$43.00	48	$2,064.00	
Design Technician	$32.00	0	$0.00	
Drafter	$18.00	94	$1,692.00	
Field Inspector	$49.00	24	$1,176.00	
Clerical	$20.00	16	$320.00	
TOTAL DIRECT LABOR		256		$9,202.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		**150%** X Total Direct Labor		$13,803.00
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$23,005.00
8. **PROFIT: Labor Related Costs (Item 7)**			X **10%**	$2,300.50
				$25,305.50

PART III - OTHER COSTS		
9. **MISCELLANEOUS DIRECT COSTS**		
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$0.00
10. **SUB-CONTRACTS (Lump Sum)**		
a. Mechanical & Plumbing Engineering (MVCE)	$8,239.00	
b. Electrical Engineering (The Ohmega Group)	$4,850.00	
c. Structural Engineering (Keister Webb Structural Engineers, LLC.)	$3,750.00	
SUB-CONTRACT SUB-TOTAL		$16,839.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)		$42,144.50
11. **REIMBURSABLE COSTS (Limiting Amount)** a. Reproductions	$200.00	
SUB-TOTAL REIMBURSABLES		$200.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$42,344.50

K | W Structural Engineers

April 28, 2021

K|W Project: 21131

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

Re: Pine Forest Senior Center Renovation
Jacksonville, Florida

Dear Steve:

I am writing, at your request, to submit this proposal for consulting structural engineering services on the above-referenced project. This proposal is based upon your emailed RFP of August 13, 2019 and a meeting with you at the site with Mr. Kyle W. Binninger, P.E. on August 19, 2019.

As I understand it, the project consists of the renovation of an existing 2,600 square foot building, formerly known as the Pine Forest Community Health Center, located at 4035 Grant Road in Jacksonville, Florida. The previous health center will be renovated to fit the needs of Pine Forest Senior Citizen Center. Renovations are anticipated to include removal of interior walls, reconfiguration of existing window openings, reconfiguration of existing door openings, reconfiguration of existing exterior ADA compliant ramps, and components and cladding wind loading diagrams and design pressures. Per our understanding, the existing building is constructed of pre-engineered wood trusses, bearing on eight-inch masonry brick on shallow foundations with a concrete slab on grade. The existing construction drawings and previous repair drawings are available.

The services to be provided by Keister Webb Structural Engineers LLC (K|W) shall be:

1) Review existing documents that may be available including, but not limited to, construction drawings, specifications, agreements, and change orders.

2) 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.

3) 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.

The total fee for the above services 1) through 3) shall be Three Thousand Seven Hundred Fifty Dollars ($3,750.00) plus expenses.

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

Principal	$ 193.00/hour
Senior Project Engineer/Senior Project Manager	$ 165.00/hour
Project Engineer/Project Manager	$ 145.00/hour
Engineer/Structural Designer	$ 132.00/hour
CADD/BIM Technician	$ 102.00/hour
Administrative	$ 72.00/hour
Expenses	1.15 times cost

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

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

- Providing SD documentation.
- Attending meetings with potential contractors.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Making site visits.
- Redesign of project foundations as the result of a lack of foundation design information or changed requirements for foundation design.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Site 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.
- 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 curtain wall framing.
- Preparing a set of record drawings.
- Preparation of component and/or cladding loading drawings.
- Preparation of component and/or cladding design.
- "Fast-tracking" of structural design documents which requires the issuance of structural construction documents prior to the issuance of architectural construction documents.

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

As part of our work, we may use one or more of the following: cameras with telephoto lenses, telescope, and ladders.

K|W 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. K|W 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, K|W 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 K|W and K|W's officers, directors, partners, employees, and subconsultants, 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 Five Hundred Thousand Dollars ($500,000.00). 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.

K|W 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). K|W'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 K|W shall not be responsible for the failure of contractor(s) to perform work in accordance with the Contract Documents.

In the event that you make a claim or bring an action against K|W, 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 K|W in its defense of such claim.

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

K|W Project: 21131
April 28, 2021

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

Very truly yours,
Keister Webb Structural Engineers LLC

Mark J Keister, PE
Principal

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number

Consulting Engineers

August 20, 2019

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

Attention: Steve Lazar

Reference: **Pine Forest Community Center– Fee Proposal**
Conversion to Senior Center – Design/Build

Dear Mr. Lazar:

M. V. Cummings Engineers, Inc. is pleased to submit our Proposal for the ***Pine Forest Community Center, Conversion to Senior Center,*** (hereinafter called the Project).

We understand the Scope of Work to be as follows:

- Revise all HVAC ductwork and distribution to match new layout of Senior Center plan.
- Relocate restrooms to perimeter location.
- Provide kitchen with commercial hood exhaust and make up air.
- Verify capacity of existing HVAC to serve the new occupancy and floor plan.
- Provide three compartment sink and hand wash sink per code for kitchen area
- Provide all new plumbing piping with PVC and CPVC Schedule 80.

The proposed lump sum fee for this project is ***$8239.***

If this proposal meets with you approval, please provide us with your Notice to Proceed.

Sincerely,

M. V. CUMMINGS ENGINEERS, INC.

Wayne C. Kelly P.E.

Wayne C. Kelly, P.E.
President

WCK/mec

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

August 22, 2019

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

COJ Pine Forrest Senior Center, 60% Design Services
Proposal for Electrical Engineering Consulting Services

Dear Steve,

In response to your request on August 13, 2019, 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 and civil 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 (to 60% completion level) for the renovation of approximately 2,600 square feet of commercial office space. As we understand it, the project will consist of the conversion of an existing building into a senior center facility in Jacksonville. The architect will provide all CAD background drawings, existing building plans and access to the building, as required to complete the scope. CAD drawings and specifications will be provided as project deliverables.

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

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

[Proposal 2019-64 – COJ Pine Forrest 60%]

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
I. Professional Engineer Sign & Seal of permit documents

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. Bidding
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 (## each)
   3. Attend construction meetings
   4. Shop drawing review
   5. Final inspection & punch list

III. Fee

OHMEGA proposes to furnish the aforementioned professional consulting services in accordance with the above conditions for the sum of Four Thousand Eight Hundred Fifty-One Dollars (**US$ 4,851.00**) for 60% design services. This fee shall include all necessary plan modifications, due to authority having jurisdiction (AHJ) review comments, as required to obtain a permit.

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

[Proposal 2019-64 – COJ Pine Forrest 60%]

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	$ 371.24
Sr. VP / Sr. Project Manager	$ 256.10
Sr. Project Manager	$ 156.69
Project Engineer	$ 125.34
Sr. Design Technician / CADD	$ 91.59
Design Technician / CADD	$ 64.90
Office Manager	$ 77.38
Clerical / Admin Asst	$ 55.86

V. Reimbursable Expenses

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

VI. Standard of Care

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

VII. Design Professional Indemnity

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

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

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

Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree

that the Consultant has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.
In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

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

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

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

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

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

[Proposal 2019-64 – COJ Pine Forrest 60%]

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.

[Proposal 2019-64 – CO] Pine Forrest 60%]

Mark A. Morley, PE, RCDD
President

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

Acceptance Signed by: _____

Date: _____

Print name: _____

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.

PINE FORREST SENIOR CENTER DESIGN BUILD
ARCHITECTURE AND ENGINEERING FEES
EXHIBIT "B"

PART I - GENERAL

1. Project	2. Proposal Number
City of Jacksonville Pine Forrest Senior Center 60% Design Fees	2019-64
3. Name of Consultant	**4. Date of Proposal**
The Olmega Group, Inc.	8/22/2019

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$67.85	8	$ 542.80	
Project Manager	$56.28	0	$ 0.00	
Staff Engineer	$37.51	0	$ 0.00	
Technical Designer	$33.82	24	$ 811.68	
CADD Drafter	$19.31	8	$ 154.48	
Clerical / Admin	$24.28	2	48.56	
TOTAL DIRECT LABOR	$ 37.08	42		$ 1,557.52
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	180.72 % x Total Direct Labor			$ 2,814.75
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 4,372.27
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 437.23
9. SUBCONSULTANT COORDINATION (Markup N/A) : Items 11			0%	$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs		
Original Media	$ 0.00	
Reproduction	$ 0.00	
Transportation	$ 41.76	
Shipping	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$	$ 41.76
11. SUBCONTRACTS (Lump Sum)		
	$	
	$	
	$	
SUB-CONTRACT SUB-TOTAL	$	$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)		$ 4,851.26
12. Reimbursable Costs - Limiting Amount		
Deliveries/Mileage	$	
	$	
	$	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT - 60% DESIGN (Items 5, 6, 8, 9, 10, 11 and 12)	$ 4,851.00

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: 4035 Grant Road Center 60% Design
Project No.: 8150-15
Date: Apr 29, 2021

	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.)				

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Apr 29, 2021

*Although this Amendment has no Participation, the overall contract will maintain 10%

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 #8150-15), 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
Teresa R. Eichner

MEMBERS DISAPPROVING Ø DATE: 7-14-16

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED DATE 7/14/16

DISAPPROVED:

OTHER:

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-5

SIGNATURE OF AUTHENTICATION

PARK PROJECTS
OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 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 Ladler
MARILYN LADLER

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

APPROVED

DISAPPROVED:

DATE 1/28/16

OTHER:

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION

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 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

MR APPROVED ✓

DISAPPROVED:

DATE 1/01/16

OTHER:

Isam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION