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 Hanna Park Campground Restroom Upgrades project in accordance with the subject bid.

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $35,713.95 which includes $3,000.00 in contingency. The scope of award is for upgrading three restroom buildings at the campground area in Hanna Park. Provides for 60% design and incorporates the attached, scope and fee summary, Exhibit "AA-1", with guaranteed completion of 120 days from issuance of notice-to-proceed.

Funding for this award is to be encumbered account(s): RPCP32EF5720-069505-PR0597-01- to be executed by contract Amendment 25A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Ed Starnes, P.E. J.D., Acting Chief-Engineering & Construction Management Division/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.

November 8, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Ed Starnes, P.E., J.D.
Acting Chief, Engineering and Construction Management

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Hanna Park Campground Restroom Upgrades AMENDMENT 25A
Account # RPCP32EF5720-069505-PR0597-01 $35,713.95

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 upgrading three restroom buildings at the campground area in Hanna Park. Negotiations have resulted in the GMP amount of $35,713.95, which includes $3,000 in contingency, indicated on the attached the attached Scope & Fee Summary, Exhibit AA-1 and allowing for the completion of the work within 120 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 AA-1 for the Hanna Park Campground Restroom Upgrades for the GMP amount of $35,713.95, known as Amendment 25A.

ES/lw

Attachment: Exhibit AA-1
JSEB Participation

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

ab

EXHIBIT AA-1

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

Oct 30, 2018

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

Attention: Mr. Ed Starnes, P.E., J.D.
Acting Chief of Engineering and Construction Management
Reference: Hanna Park Campground Restroom Upgrades
DB Contract #8150-15

Mr. Starnes,

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 upgrading three restroom buildings at the Campground Area. The restrooms will eventually be rehabilitated and modified to meet ADA Requirements along with new finishes and roofing. This phase includes field measurements to create drawings because none exist at present. It also includes coordination with COJ Building Officials to determine actual ADA Requirements unique to each building. Per the base agreement, negotiations will be conducted at the City's request for GMP and GCD for the next phase. 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 $35,713.95.

The Guaranteed Completion Date (GCD) will be 120 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

EXHIBIT AA-1

ACON Construction Company

DB Contract 8150-15

Hanna ParkRestroom Upgrades 60% Design **DATE:Oct 30, 2018**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	Project Management	Hrs	50	$110.00	$5,500.00
2	Supervision	LS	0	$75.00	$0.00
3	Administration	LS	16	$75.00	$1,200.00
4	Design Fee	LS	1	$23,039.95	$23,039.95
5					$0.00
7					
8					
9	DB Fee	LS	1		$2,974.00
6	Contingency	LS	1	$3,000.00	$3,000.00
				TOTAL	$35,713.95

EXHIBIT AA-1

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

Stephen F. Lazar, AIA, LEED®AP

1449 Palm Avenue
Jacksonville, Florida 32207

Phone 904-723-3895

5 April, 2018

ACON Construction Company
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

Attn: Frank Anderson

Reviewed
Oct 30, 2018
Good to Go

Re: Hanna Park Campground Restroom and Bathhouse Renovations for ADA Compliance
VRL Project #1807

Subject: Proposal for Professional Services for 60% Submittal

Frank:

This proposal is based on our site meeting of 27 March 2018, the content of which is outlined in the attached Memo of the same date.

VRL Architects has attempted unsuccessfully to obtain original Construction Documents of the three Restroom/Bathhouse structures identified. We checked with COJ Archives and Public Buildings but to no avail. As a result, it is incumbent upon us to conduct site visits to gather the information necessary to prepare measured drawings of existing conditions. This proposal reflects those manhours required to prepare these documents.

VRL Architects will retain the services of B.V. & Associates to provide topographical surveys of the areas within 25 feet of each of the three buildings. Attached is a copy of the proposal from Mr. Valbuena. Mr. Valbuena's cost is reflected in the 60% fee proposal as 100% of B.V. & Associates fee.

VRL Architects will also coordinate with M.V. Cummings Engineers for heating, ventilation and plumbing engineering and The Ohmega Group for electrical power and lighting design. Refer to attached fee proposals from these consultants.

Not included in the proposal:

- Printing beyond that which is required for Team Coordination and sealed permit drawings.
- Civil Engineering.
- Waste lines beyond 5' outside each building.
- Building expansion.

Compensation:

For the outlined scope and to produce documents for 60% submittal, our lump sum fee will be $23,039.95.

We are ready to begin our work immediately.

Sincerely,
VRL Architects Inc.

Stephen F. Lazar, AIA

attachments

EXHIBIT AA-1

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER 9513 – VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR
EXHIBIT "B"

PART I - GENERAL	
1. Project **Hanna Park Restroom/Bathhouse Renovations (60%)**	2. Proposal No. VRL 1807
3. Name of Consultant **VRL Architects, Inc.**	4. Date of Proposal **5 April 2018**

PART II - LABOR RELATED COSTS				
5. Direct Labor **VRL Architects, Inc.**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	3	$174.00	
Project Manager	$49.00	6	$294.00	
Design Engineer/Architect	$43.00	18	$774.00	
Design Technician	$32.00	13	$416.00	
Drafter	$18.00	98	$1,764.00	
Field Inspector	$49.00	9	$441.00	
Clerical	$20.00	3	$60.00	
TOTAL DIRECT LABOR		150		$3,923.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		**150%** X Total Direct Labor		$5,884.50
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$9,807.50
8. **PROFIT: Labor Related Costs (Item 7)**			X **10%**	$980.75
				$10,788.25

PART III - OTHER COSTS	
9. **MISCELLANEOUS DIRECT COSTS**	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	$0.00
10. **SUB-CONTRACTS (Lump Sum)**	
a. Mechanical Engineering (M.V. Cummings Engineers, Inc.)	5,717.25
b. Electrical Engineering (The Ohmega Group)	3,134.45
SUB-CONTRACT SUB-TOTAL	$8,851.70
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9, 10)	$19,639.95
11. **REIMBURSABLE COSTS (Limiting Amount)**	
a. Topographical Survey (B.V. and Associates)	3,150.00
a. Reproductions	200.00
b. Courier	50.00
SUB-TOTAL REIMBURSABLES	$3,400.00

PART IV - SUMMARY	
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	$23,039.95

EXHIBIT AA-1

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

Stephen F. Lazar, AIA, LEED®AP
1449 Palm Avenue
Jacksonville, Florida 32207
Phone 904-723-3895

27 March 2018

Memo (Revised 5 April 2018)

To: Frank Anderson

From: Stephen F. Lazar, AIA

Re: Hanna Park Restroom/Bathhouse Renovations
VRL Project #1807

Subject: Summary of Initial Site Visit and Scope Definition

A Site Visit was conducted on Tuesday 27 March 2018 in order to review three existing restroom and bathhouse buildings at Hanna Park Campground.

Attending were:

Tony Williams, COJ Parks
David Bennedict, COJ Parks
Vicki Albright, COJ Parks
Frank Anderson, ACON Construction, Inc.
Sully Fontaine, M.V. Cummings Engineers, Inc.
Stephen Lazar, VRL Architects, Inc.

The following comments and decisions were made:

East Restrooms/Bathhouse

1. Ground is uneven for building access.
2. Entry vestibule is too narrow.
3. P-traps beneath sinks are not insulated.
4. Handicap stalls have multiple deficiencies: non-compliant grab bars, uneven partitions, no lavatory.
5. Women's Restroom contains only one lavatory.
6. Ventilation is inadequate: only 12"x12" louvers in exterior doors.
7. Doors lack power assisted openers.
8. Benches non-ADA compliant.
9. Showers are non-compliant.
10. Poor lighting.
11. Walls and ceilings are comprised of FRP panels. We suspect that these panels may cover up defects.

Lee Hall Restrooms/Bathhouse

1. No power assisted door openers.
2. Lavatories too high, faucets require gripping.
3. Poor ventilation.
4. Accessible shower non-compliant.
5. Urinal in Men's room is non-compliant.
6. Benches non-compliant.

West Restrooms/Bathhouse

1. Approach to each Restroom is too steep. Topo survey will be required for design modifications.
2. Handicap Stall non-compliant.
3. Toilet partitions are 4 inch CMU with glazed tile. Stall doors are fastened with "molly" type expansion anchors and at least one has detached.
4. Floor tile in the wet area was coated with a fluid applied type coating. There is ubiquitous evidence of coating failure.
5. A variety of light fixtures are installed.
6. Sanitary napkin disposal units are non-existent.

Actions Required:

- VRL to prepare fee proposal to renovate each of the three Restroom/Bathhouse structures.
- Consultants to include M.V. Cummings Engineers for plumbing and mechanical engineering, Atlantic Engineering Services for structural engineering as required and B.V. and Associates for required surveying.

To the best of my knowledge, this is an accurate account of our meeting. If there are any additions or corrections, please so advise.

Cc: Wayne Kelly, P.E.
Sully Fontaine

EXHIBIT AA-1

B.V. & Associates, Inc.
Engineers · Surveyors · Planners

April 5, 2018

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

RE: Hanna Park , West, East ,and Lee Hall Bath House – Survey Proposal

Dear Mr. Lazar,

BVA is pleased to present this proposal for land survey services to be performed on three stand alone bathhouses at referenced park.. The purpose of this proposal is to provide a topographic survey of the three sites as defined on the exhibits provided by VRL on 4/2/18. The survey footprint will extend 25 feet out in all directions from each bath house.

Horizontal Control – will be based on the State Plane Coordinate System – Florida East Zone, US survey feet. A minimum of three (3) horizontal control points will be established.

Vertical Control – will be based on the NAVD 88 Datum as established by redundant GPS observations and a minimum of two (2) benchmarks will be established at each site.

Topograhic Survey - a detailed survey will be performed on all significant visible improvements lying within the project limits to include facilitate improvement design by others . Survey will be performed to include all above grade utilities and above grade indicators to underground utilities. Building footprint will be surveyed. It should be noted that boundary surveys are not included in this quote.

It should be noted that BVA will produce three stand alone surveys . One for each Bathhouse and that vertical and horizontal control will not be traversed/leveled tying each site.

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

Our lump sum fee for this project is $3150.00

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
President

EXHIBIT AA-1

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
VRL ARCHITECTS, INC.
TOTAL FEE SUMMARY FOR 60% Submittal
EXHIBIT "B"

PART I - GENERAL				
1. Project **Hanna Park Restroom/Bathhouse Renovations**			2. Proposal No.	
3. Name of Consultant **M.V. Cummings Engineers**			4. Date of Proposal **4/2/2018**	
PART II - LABOR RELATED COSTS				
5. Direct Labor **MVCE**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$58.00	15	$870.00	
Project Manager	$49.00		$0.00	
Design Engineer/Architect	$43.00	17	$731.00	
Design Technician	$32.00		$0.00	
Drafter	$18.00	21	$378.00	
Field Inspector	$49.00		$0.00	
Clerical	$20.00	5	$100.00	
TOTAL DIRECT LABOR				$2,079.00
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate			**150% X Total Direct Labor**	$3,118.50
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$5,197.50
8. **PROFIT: Labor Related Costs (Item 7)**			X 10%	$519.75
				$5,717.25
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)				$5,717.25
11. **REIMBURSABLE COSTS (Limiting Amount)** a. b.				
SUB-TOTAL REIMBURSABLES				$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				$5,717.25

EXHIBIT AA-1

OHMEGA
The Ohmega Group, LLC

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

November 14, 2018

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

COJ Hanna Park Restroom ADA Improvements – 60% Design
Proposal for Electrical Engineering Consulting Services

Dear Steve,

In response to your request on November 14, 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, to 60% level, for the renovation of three (3) existing restroom buildings. 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. Interior/Exterior 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
D. Power distribution system including:
   1. Electrical circuiting, risers and panel schedules
   2. Electrical load calculations
E. Fire Alarm Devices, as required by Code
F. Voice & Data communications Devices (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. Professional Engineer Sign & Seal of permit documents
D. 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*
E. Construction Administration Services, including:
   1. Response to contractor RFIs
   2. Construction site visits (1 each)
   3. Attend construction meetings via teleconference only
   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 *Three Thousand One Hundred Thirty-Four Dollars and Forty-Five cents* **(US$3,134.45)** for 60% 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 2018-26A – Hanna Park Restroom ADA]

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.

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

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

EXHIBIT AA-1

[Proposal 2018-26A – Hanna Park Restroom ADA]

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.

EXHIBIT AA-1

CITY OF JACKSONVILLE
PUBLIC BUILDINGS PROJECT
CITY CONTRACT NUMBER TBD – The Ohmega Group, LLC
TOTAL FEE SUMMARY FOR 60% SUBMITTAL
EXHIBIT "B"

PART I - GENERAL	
1. Project **COJ Hanna Park Restroom ADA Improvements (60%)**	2. Proposal No. 2018-26A
3. Name of Consultant **The Ohmega Group, LLC**	4. Date of Proposal **11/14/18**

PART II - LABOR RELATED COSTS				
5. Direct Labor **The Ohmega Group, LLC**	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$95.96	2		$191.92
Project Manager	$56.28	3		$168.84
Design Engineer	$46.90	0		
Design Technician	$37.51	12		$450.12
Drafter	$27.41	12		$328.92
Field Inspector	$37.51	0		
Clerical	$19.31	0		
TOTAL DIRECT LABOR		48		$1,139.80
6. **Overhead (Combined Fringe Benefit & Administrative)** Overhead Rate		**150%** X Total Direct Labor		$1,709.70
7. **SUBTOTAL: Labor + Overhead (Items 5 & 6)**				$2,849.50
8. **PROFIT: Labor Related Costs (Item 7)**			X **10%**	$284.95
				$3,134.45

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)	$3,134.45
11. **REIMBURSABLE COSTS (Limiting Amount)**	$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)	$3,134.45

EXHIBIT AA-1

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Hanna Park Campground Restroom 60% Design
Project No.: 8150-15
Date: Oct 31, 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.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Oct 31, 2018

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

DESIGN CRITERIA PACKAGE
For
Hanna Park Campground Restroom Upgrades
60% DESIGN ONLY

A. Scope of Work

The scope of this project is to provide 60% design drawings. The scope will include field measurements of the existing restrooms, limited topographical survey, ADA improvements, heating, ventilation, plumbing and electrical upgrades.

Location of the Site

This project will be located at Hanna Park, 500 Wonderwood Dr, 32233.

B. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $100,000 for design.

C. Permits

The Design-Build firm shall be responsible for all required permits.

D. Schedule

Once the Notice to Proceed has been issued, the Design-Build firm shall have 120 days to provide the 60% drawings to the City for their review and comment and/or approval. Once the drawings have been approved by the City, negotiations will begin for the Final Design and Construction of the improvements.

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 K. Eichner

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓ DISAPPROVED DATE 7/14/16

OTHER:

SIGNATURE

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 David Pearson
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
Sam E. Mouser
Contracting Officer

OTHER:

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

APPROVED

DISAPPROVED

DATE 1/01/16

Joan E. Mouse
Chief Administrative Officer
For Mayor Lenny Curry

OTHER:

SIGNATURE OF AUTHENTICATION

FISCAL MO/YEAR : 02 2019 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0597 COUNTYWIDE PARKS
PROJECT DETAIL : 01 COUNTY-WIDE PARKS & RECREATION PROJECTS
GRANT :
GRANT DETAIL :
USER CODE :

S	NOV 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	2,000,000.00	4,242,341.00
EXPENDITURES	45,815.00	14,195.48	2,030,042.09
ENCUMBRANCES	53,867.92	191,265.65	317,442.75
PRE-ENCUMBRANCES	-137,230.25	53,922.30	61,744.10
REMAINING BALANCE	37,547.33	1,740,616.57	1,833,112.06

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

G005 - PRIOR RECORD DISPLAYED