# PUBLIC NOTICE "REVISED" PSEC AGENDA PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING Thursday, March 23, 2023, 10:00 a.m. Eighth Floor, Conference Room 851 Ed Ball Building, 214 N. Hogan Street Jacksonville, FL 32202

Join Teams Meeting Teams Meeting The Chief of the Procurement Division offers the following items for the PSEC Agenda. The posting of this agenda serves as an official notice of the City's intended decision for all recommended actions above the formal threshold of \$65,000.00. Please refer to 126.106(e), if you wish to protest any of these items.

Committee Members: Robert Waremburg, Chairman Brennan Merrell, Treasury James McCain, Jr., OGC

	ומווני שונרשווו, זר, טכר	J., Oct.				
Subcommittee Members	ITEM •	BID/RFP #	TITLE & ACTION	MOTTON	CONTRACT EXP	OUTCOME
Dinah Coleman-Mason	-	P-02-23	Subcommittee Report	We fire the commence of the contract of the co		
Sandy Simpson			Bonding Assistance Program Consultant Equal Business Opportunity Office	It is the consensus of the committee that of the four (4) proposals received in response to the Request for Proposal, all were found to be responsive, interested.		
				qualified and available to provide the required services. The ranking of first second and third documents the designation of the second and third documents.		
				of qualification of these firms to perform the services and		
				alphabetically they are:  1) Afinity Consulting Group, Inc		
				3) National Insurance Consultants, Inc.		
				we recommend the above list is forwarded to the Mayor		
				for final selection so that fee and contract negotiations may begin with Afinity Consulting Group, Inc., the		
Thomas Occi	Į,			number one (1) ranked firm.		
TOTAL COST	7	F-11-23 FB#1	Piggyback State of Florida IT Contract No. 80101507-22-5TC-1TSA Information Technology Staff Augmentation Services	The City of Jacksonville is authorized to enter into an		
Andre Conyers			Finance and Administration Department/Information	TSA for State of Florida IT Staff Augmentation Services		
			Jechnologies Division (ITD)	per Purchasing Code 126.309/126.211 with various		
				Contractors identified in Attachment 'A': Fee Summary		
				identified as Attachment 'B', Period of Service is from		
				execution of the contract to December 31, 2023, and		
				provide a maximum indebtedness of \$1,071,360.00. All		
				other terms and conditions are per the City's standard contract language.		
Will Williams	e	P-31-19 SS#3	Contract Amendment No. 2	That Contract No. 7980-11 between the City of	"To Project Counterion"	
leff Foster			Professional Services Brownfield Site Rehabilitation	Jacksonville and Geosyntec Consultants for Professional		
			Denartment of Public Works (Collet Massa Director)	Services for Brownfield Site Rehabilitation Agreement		
			The second of th	lormerly Manufactured Gas Plant Contamination	•	
				Cleanup be amended to incorporate the Scope of Work		
				maximum indebtedness by \$422 800 00 to a new notition		
				exceed maximum of \$1,276,629.00. Nothing contained		
				herein shall be amended, modified or otherwise revised		
				without prior PSEC or Mayor's approval.		

Robin Smith Thomas McKnight	4	F43:22	Subcommittee Report Construction Engineering and Inspection Services for 8 Bridge Projects Pepartment of Public Works/Engineering & Construction Management Division	It is the consensus of the conumitiee that of the five [5] proposals are eved in response to the Request for Proposal, all were found to be responsive, interested, qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the services and alphabetically they are:  2) AE Engineering. Inc.  3) CSI Ceo, Inc.  1) Eisman & Russo, Inc.  We recommend the above list is forwarded to the Mayor for final selection so that fee and contract negotiations may been
Robin Smith Daryl Weinstein	. vs	P-32-22	Subcommittee Report Construction Engineering and Inspection Services for Old Middleburg Road (Argyle Forest to 103-9) Department of Public Works/Engineering & Construction Management Division	with Eisman & Russo, Inc., the number one (1) ranked firm  It she consertus of the committee that of the three (3)  proposals received in response to the Request for Proposal, all were found to be response to the Request for Proposal, all were found to be response to the Request for Proposal, all were found to be response to the Request of qualified and available to provide the required services. The ranking of first, second and third designates the order of qualification of these firms to perform the services and alphabetically they are:  3) AE Engineering. Inc. 3) CAIC Consulting, Services, Inc. 3) VIA Consulting, Services, Inc. 4) VIA Consulting, Services, Inc. 4) Inc. 5) Characterises, Inc. 6) Inc. 6) Inc. 7) VIA Consulting, Services, Inc. 8) Inc. 8) Inc. 9) I
Will Williams James Carroll	·	P-03-23	Introduce and Review Scope Engineering Design Services for Shindler Drive Department of Public Works/Engineering & Construction Management	That the commutee approve the Scope of Services/Request for Proposal as presented with such minor changes thereto as may be approved by the Chief Procurement Officer and Office of Central Coursel appropriate to clarify the intent of the using agency and to ensure compliance with the City's ordinances, Procurement policies and applicable effected and state laws.
Will Williams Robin Smith	<b>L</b>	P-45-19	Fee and Contract Negotiations Professional Services for Collins Road Reconstruction from Blanding Blvd to Pineverde Ln Department of Public Works/Engineering & Construction Management	That the City of Jacksonville enter into a contract with Osiris 9  Consulting LLC for Professional Engineering Services for  Collins Road Reconstruction from Blanding Blvd to Provered  Lame, that increporates the attached Scope of Services  dentified as Exhibit 'A' and Fee Schedule identified as Exhibit  By Fprovide a lump-sum amount for Design Services in the  amount of \$1,082,913.60 and not-to-exceed limis for Public  Participation in the amount of Posign Services in the  amount of \$3,082,913.60 and not-to-exceed limis for Public  Participation in the amount of \$8,400.00,  \$229,695.66. Lighting in the amount of \$52,1373.75, survey in the  amount of \$314,6408.8 Bridge Design in the amount of  and Permitting in the amount of \$12,1778, with a maximum  indebledeness to the City in the amount of \$23,852,69  and Permitting in the amount of \$12,1778, with a maximum  indebledeness to the City in the amount of \$23,0839.90 and  with an expiration date of Project completion. All other terms  and conditions are per the RFP and the City's standard contract
			Meeting Adjourned:	

PSEC AGENDA 03/23/23

"The next PSEC meeting is scheduled to be held on Thursday, April 6, 2023."





Procurement Division
Equal Business Opportunity Office
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

#### ONE CITY ONE JACKSONVILLE.

#### MEMORANDUM

TO:

Dustin Freeman, Chairman

**Professional Services Evaluation Committee (PSEC)** 

FROM:

Dinah Mason, EBO/JSEB Administrator

**Equal Business Opportunity Office** 

Sandy Simpson, Business Compliance Analys

**Equal Business Opportunity Office** 

RE:

P-02-23 Bonding Assistance Program Consultant

DATE:

March 17, 2023

The EBO Contract and Compliance Office received four (4) proposals for the **Bonding Assistance Program Consultant** and found all to be responsive, interested, qualified and available to provide the services required by the Request for Proposal (RFP).

The proposals were evaluated using the selection criteria outlined in the Purchasing Code as augmented by the RFP.

Based on the above, the following companies listed alphabetically and ranked were determined to be qualified and available to perform the required services and they are:

- 1) Afinity Consulting Group
- 2) Debra K. Thompson
- 3) National Insurance Consultants, Inc.

Please advise us when this item is placed on your agenda so we may be present. After a full committee review we request that this item is sent to the Mayor for final decision

Attachment(s):

Scoring Matrix

# **Evaluation Matrix**

**EVALUATION SCALE** 

EXTREMELY QUALIFIED 01-----10

QUALIFIED

PROJECT NO. P-02-23

PROJECT TITLE: Bonding Assistance Program Consultant

FIRM	COMPETENCE	CURRENT	FINANCIAL HESPONSIBILITY	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	PROFESSIONAL ACCOMPLISHMENTS RECORD	PROXIMITY TO PROJECT	Past & Present Demonstrated Commitment to Small & Minority Businesses & Contributions Toward A Diverse Market Place	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Quotation of rates, fees	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
MAXIMUM POINTS	10	10	10	10	10	10	10	10	10	9	100
National Insurance Consultants, Inc.	9.00	8.00	7.00	9.25	9.00	8.00	9.50	9.00	8.50	9.50	86.75
Debra K. Thompson	8.25	7.75	8.75	8.50	9.25	9.75	9.00	9.00	9.00	9.25	88.50
Afinity Consulting Group	9.00	8.75	8.75	8.75	9:00	9.75	9.75	9.75	9.75	9.00	92.25
Acuity Design Group, Inc.	6.50	7.75	9.00	7.50	8.25	9.75	8.50	8.00	9.00	8.00	82.25

## INFORMATION TECHNOLOGIES DIVISION



DATE:

March 16, 2023

TO:

Dustin L. Freeman, Chief of Procurement Division

THRU:

Kenneth E. Lathrop, Chief of Information Technologies / CIO Lathrop

FROM:

Thomas Ossi, Technology Contract and Records Manager

Kenneth E.

Digitally signed by Kenneth E. Lathrop Date: 2023.03.16 15:45:16 -04'00"

Thomas Ossi Date: 2023.03.16

Digitally signed by Thomas Ossi 14:30:21 -04'00"

RE:

Piggyback State of Florida IT Staff Augmentation Contract No.

80101507-22-STC-ITSA

The Information Technologies Division (ITD) requests approval to piggyback the State of Florida Information Technology Staff Augmentation Contract No. 80101507-22-STC-ITSA. The State Contract was competitively procured by the Department of Management Services (DMS) for IT Staff Augmentation Services.

The State awarded 191 contractors on the State Contract. Each contractor submitted hourly pricing for the various IT services. The hourly rates for these services are divided into approximately 284 variants based on job title and experience level. The full listing of rates is posted at:

https://www.dms.myflorida.com/business operations/state purchasing/state contracts an d agreements/state term contracts/information technology staff augmentation

ITD Management recommends the period of services begin upon PSEC award approval and continue through December 31, 2023. ITD management requests an estimated maximum indebtedness in the amount of \$1,071,360.00.

Funding for this award will be encumbered from various sources, including project funds. Other City Agencies, Departments, and Divisions may use this award for IT specific projects with ITD Management's approval.

Your favorable consideration of ITD's request is appreciated.

Digitally signed by Tracy Tracy Geake Geake Date: 2023.03.16

Attachments: State Term Contract No. 80101507-22-STC-ITSA

State of Florida Pricing Sheet

Elizabeth Brown, IT Operations Manager CC: Andre Conyers, IT Contract Administrator



# State Term Contract No. 80101507-22-STC-ITSA for Information Technology Staff Augmentation

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and ECA Staffing Solutions, Inc. (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

#### I. Initial Contract Term.

The Initial Contract Term shall be for one year. The Initial Contract Term shall begin on October 11, 2022, or on the last date the Contract is signed by all Parties, whichever is later. The Contract shall expire on October 1, 2023, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

#### II. Contract

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Contract Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract Document
- a) Contract Exhibit A, Scope of Work
- b) Contract Exhibit B, Additional Special Contract Conditions
- c) Contract Exhibit C, Special Contract Conditions
- d) Contract Exhibit D, Contractor's submitted Executive Summary and Staff Resource Management Plan
- e) Contract Exhibit E, Awarded Job Title Pricing from Contractor's submitted Price Sheet
- f) Contract Exhibit F, Resume Self-Certification Form
- g) Contract Exhibit G, Contractor Selection Justification Form
- h) Contract Exhibit H, Contractor Performance Survey
- i) Contract Exhibit I, Job Family Descriptions

#### III. Contract Management.

#### Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Telephone: (850) 488-8855
Email: frank.miller@dms.fl.gov

#### **Contractor's Contract Manager:**

Name: James May

ECA Staffing Solutions, Inc.

Address: 822 A1A North, Suite 208

City, State, Zip: 32082

Telephone: 904-686-1380

Email: jim.may@ecastaffingsolutions.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

ECA Staffing Solutions, Inc.	STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES
James May A20243884A4541A  Name: James May  Title: CEO	Cliff Nilson, Director of the Division of State Purchasing
10/13/2022   10:17 AM PDT  Date:	10/18/2022   3:27 PM EDT  Date:

# Contract Exhibit A Scope of Work

#### 1. Purpose

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work.

#### 2. Definitions

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

Ceiling Rate – The maximum Proposed Price a Bidder may propose for an associated Job Title or Scope Variant while still being deemed to have submitted the lowest responsive bid.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the Contractor resulting from 22-80101507-iTB.

**Contractor** – A Vendor that enters into a Contract with the Department as a result of 22-80101507-ITB.

**Customer** – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

**Department** – The Department of Management Services, a State Agency.

Information Technology (IT) Experience – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

Information Technology (IT) Staff Augmentation Contract Experience – Demonstrated prior work experience in the allocation and outsourcing of qualified information technology Staff to augment a workforce on a temporary basis.

Job Family – A group of related Job Titles within Attachment J, Job Family Descriptions.

**Job Title** – The position described within Attachment J, Job Family Descriptions. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

**MyFloridaMarkerPlace (MFMP)** – the State of Florida's eProcurement system and connects vendors with state government organizations that purchase goods and services.

Operational Formula – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

**Prequalification** – A determination by the Department that a responsible and responsive Bidder is deemed to have submitted the lowest responsive Bid and has met the minimum requirements

within the solicitation (including capability, experience, and past performance) for participation on the Contract. A Bidder who has been Prequalified is authorized to respond to Requests for Quotes from Customers in accordance with section 287.0591(6), F.S.

**Principal Personnel** – The management of the Bidder company who makes operational decisions.

**Proposed Price** – The Vendor's maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A "not to exceed" price.

Scope Variant – A gradation of experience within a Job Title.

**Staff** – The temporary staff provided by the Contractor or Contractor's subcontractor(s) to render information technology services identified by Customers.

State – The State of Florida.

#### 3. Contractor's General Responsibilities

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing Information Technology Staff Augmentation Services:

- 3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of Staff.
- The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Attachment J, Job Family Descriptions document.
  Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.
- 3.3 The Contractor shall possess the professional and technical staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.
- 3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.
- 3.5 The Contractor is responsible for ensuring that all Information Technology Staff
  Augmentation Services furnished under the Contract meet the professional standards
  and quality that prevails among information technology professionals in the same
  discipline and of similar knowledge and skill engaged in related work throughout Florida
  under the same or similar circumstances.

- The Contractor shall provide, at its own expense, any training necessary for keeping Contractor's Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.
- 3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.
- 3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.
- 3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.
- 3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.
- 3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.
- 3.12 Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis. Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks.

#### 4. Subcontracts and Staff

4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

- 4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.
- 4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.
- 4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven working days after receipt of full or partial payments from the Customer in accordance

- with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.
- 4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.
- 4.6 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

#### 5. Conduct of Employees and Staff

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

#### 6. Contractor Security Clearance

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees and Staff who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

#### 7. Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

#### 8. Purchase Order Requirements

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors approved to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

#### 9. Request for Quotes

- 9.1 Customers needing Information Technology Staff Augmentation Services will create a Request for Quote eQuote event in Ariba on Demand, each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.
- 9.2 The Customer shall select at least one (1) awarded Contractor for the RFQ event. Ariba on Demand will automatically add an additional twenty-five (25) randomly selected awarded Contractors to the RFQ event. All twenty-six (26) awarded Contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab.
- 9.3 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.
- 9.4 All Customers who utilize MFMP must use the Ariba on Demand application for creating RFQs on this contract. Customers who do not utilize MFMP will create an RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email to at least (25) awarded or prequalified Contractors.

#### 10. Resume Self-Certification Form

When submitting a response to an RFQ, the Contractor shall submit with its response a completed and signed Attachment F, Resume Self-Certification Form to the Customer for each proposed Staff member identified in the RFQ response.

#### 11. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Attachment H), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

#### 12. Holidays

The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day

- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

13. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Special Contract Conditions)	Contract Term	Within 10 Business Days of contract execution.

#### 14. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: <a href="VendorHelp@myfloridamarketplace.com">VendorHelp@myfloridamarketplace.com</a> or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

#### 15. Quarterly Sales Reports

The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The State's fiscal quarters close on September 30, December 31, March 31, and June 30. The quarterly sales report can be found here: <a href="https://www.dms.myflorida.com/business\_operations/">https://www.dms.myflorida.com/business\_operations/</a> state purchasing/vendor resources/quarterly sales report format.

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period Quarter 2 – (October-December) – due 30 calendar days after the close of the period Quarter 3 – (January-March) – due 30 calendar days after the close of the period

Quarter 4 - (April-June) due 30 calendar days after the close of the period

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

16. Certified and Minority Business Enterprises Reports

Upon Customer request, the Contractor shall report to the requesting Customer the Contractor's spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer's orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

17. Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

18. Business Review Meetings

In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

#### 19. Financial Consequences

The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month	\$100 per Calendar Day late/not received by the Contract Manager

Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated failures or non- payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

#### 20. Routine Communications

All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or

purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be my email, regular mail, or telephone.

#### 21. Contract Transition

Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

22. Other Fees and Charges

Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.

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## Contract Exhibit B ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

#### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (q), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.



# State Term Contract No. 80101507-22-STC-ITSA For Information Technology Staff Augmentation

### Contract Exhibit B, Awarded Job Title Pricing from Contractor's submitted Price Sheet

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Applications	1200	Director Systems and Programming	1. Team Leader	\$110.65
Development		,	2. Manager	\$124.22
			3. Sr. Manager	\$151.50
	1210	Mgmt. Applications Development	1. Team Leader	\$103.25
			2. Manager	\$119.93
			3. Sr. Manager	\$124.45
	1220	Applications Architect	A. Entry	\$83.72
	'		B. Intermediate	\$89.83
			C. Advanced	\$95.33
	1230	Enterprise Application Integration (EA) Engineer	No Variance	\$102.89
	1240	Systems Analyst	A. Entry	\$54.14
			B. Intermediate	\$81.99
			C. Advanced	\$87.32
	1250	Applications Development Analyst	A. Entry	\$61.71
		,	B. Intermediate	\$78.07
			C. Advanced	\$88.67
Data Strategy and	1400	Database Manager	1. Team Leader	\$107.54
Management			2. Manager	\$120.86
			3. Sr. Manager	\$127.65
	1410	Data Architect	A. Entry	\$73.81
	' ' ' '		B. Intermediate	\$99.55
			C. Advanced	\$124.60
	1420	Data Modeler	A. Entry	\$59.00
	' '-		B. Intermediate	\$79.55
			C. Advanced	\$96.33
	1430	Database Analyst	A. Entry	\$72.30
			B. Intermediate	\$85.11
			C. Advanced	\$95.76
	1440	Database Administrator	A. Entry	\$65.71
			B. Intermediate	\$91.62
			C. Advanced	\$102.20

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
Quality Assurance	1600	Mgmt. Quality Assurance	1. Team Leader	\$84.23
			2. Manager	\$102.61
			3. Sr. Manager	\$121.23
	1610	Quality Engineering Consultant	No Variance	\$91.66
	1620	Quality Assurance Analyst	A. Entry	\$53.03
			B. Intermediate	\$63.39
			C. Advanced	\$77.20
Technology	1801	Manager, Technology Research	No Variance	\$118.58
Research	1810	Technology Research Analyst	A. Entry	\$67.90
			B. Intermediate	\$82.60
			C. Advanced	\$97.30
Client Technologies	2000	Manager, Client Technologies	1. Team Leader	\$67.22
•			2. Manager	\$93.89
			3. Sr. Manager	\$129.78
	2010	Client Technologies Analyst	A. Entry	\$45.30
		9	B. Intermediate	\$59.12
			C. Advanced	\$70.78
	2020	Client Technologies Technician	A. Entry	\$42.58
		J	B. Intermediate	\$46.90
			C. Advanced	\$71.62
Customer Support	2200	Mgmt. Customer Support	1. Team Leader	\$60.78
Customer Support		3	2. Manager	\$84.02
			3. Sr. Manager	\$114.63
	2210	Customer Support Analyst	A. Entry	\$30.98
			B. Intermediate	\$38.31
			C. Advanced	\$64.51
	2220	Customer Support Technician	A. Entry	\$38.95
			B. Intermediate	\$41.72
			C. Advanced	\$54.06
Network	2400	Director, Network Operations	1. Team Leader	\$125.05
Management			2. Manager	\$134.46
managoment			3. Sr. Manager	\$218.74
	2410	Manager, Network Operations	1. Team Leader	\$70.26
		managor, rection of operations	2. Manager	\$104.26
			3. Sr. Manager	\$136.76
	2420	Network Architect	A. Entry	\$80.22
	2720	THE CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROLLED CONTROL	B. Intermediate	\$95.26
			C. Advanced	\$101.82
	2430	Network Engineer	A. Entry	\$84.14
	2400	TOTAL CITATION	B. Intermediate	\$90.54
			C. Advanced	\$98.78
	2440	Network Analyst	A. Entry	\$61.98
	2770	Hotmoin Aliaiyat	B. Intermediate	\$74.21
			C. Advanced	\$97.70
	2450	Network Administrator	A. Entry	\$51.22
	2450	146fAAQLV VALIIIIII9ftafOt	B. Intermediate	\$61.78
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Job Family	Job <b>N</b> o.	Job Title	Scope Variant	Contractor's Submitted Price
	2460	Network Technician	A. Entry	\$45.26
			B. Intermediate	\$54.66
			C. Advanced	\$55.73
Internet Planning,	2600	Mgmt. Internet Operations	1. Team Leader	\$118.06
Eng. & Operations			2. Manager	\$135.65
			3. Sr. Manager	\$153.24
	2610	Internet/Web Architect	A. Entry	\$54.62
			B. Intermediate	\$78.72
			C. Advanced	\$100.76
	2620	Internet/Web Engineer	A. Entry	\$53.11
			B. Intermediate	\$80.09
			C. Advanced	\$96.58
	2630	Web Applications Programmer	A. Entry	\$52.78
			B. Intermediate	\$77.89
			C. Advanced	\$89.55
	2640	Web Designer	A. Entry	\$42.62
			B. Intermediate	\$51.62
			C. Advanced	\$85.46
	2650	Webmaster	A. Entry	\$46.55
			B. Intermediate	\$57.66
			C. Advanced	\$78.89
	2660	Internet/Web Systems Administrator	A. Entry	\$46.79
			B. Intermediate	\$68.38
			C. Advanced	\$81.48
	2670	Web Customer Support Specialist	A. Entry	\$45.10
1			B. Intermediate	\$52.44
			C. Advanced	\$63.66
Operations	2800	Director, Data Center Operations	No Variance	\$138.15
	2810	Manager, Computer Operations	Team Leader	\$67.25
			2. Manager	\$92.67
			3. Sr. Manager	\$134.04
	2820	Supervisor, Computer Operations	1. Team Leader	\$67.25
			2. Manager	\$75.64
	2830	Computer Operator	A. Entry	\$37.22
			B. Intermediate	\$39.66
			C. Advanced	\$44.78
	2840	Manager, Capacity Planning	No Variance	\$107.03
	2850	Manager, Production Support	1. Team Leader	\$84.99
			2. Manager	\$107.26
	2860	Production Support Analyst	A. Entry	\$47.26
			B. Intermediate	\$56.28
			C. Advanced	\$74.04
Telecommunications	3000	Manager, Telecommunication	1. Team Leader	\$84.50
		Operations	2. Manager	\$113.50
			3. Sr. Manager	\$135.47
	3010	Telecommunication Engineer	A. Entry	\$46.62
			B. Intermediate	\$68.66
			C. Advanced	\$83.56

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	3020	Telecommunication Technician	A. Entry	\$50.26
			B. Intermediate	\$57.86
			C. Advanced	\$67.79
Electronic	3200	· · · · · · · · · · · · · · · · · · ·	No Variance	\$159.10
Commerce	3210	Manager, Electronic Commerce	No Variance	\$100.86
	3220	Electronic Commerce Analyst	A. Entry	\$47.85
	1		B. Intermediate	\$68.04
			C. Advanced	\$94.00
	3230	EDI Specialist	A. Entry	\$60.62
			B. Intermediate	\$68.66
			C. Advanced	\$71.74
Business	3400	Director, Data Warehouse	1. Team Leader	\$119.58
Intelligence Systems			2. Manager	\$144.10
Management			3. Sr. Manager	\$180.69
	3410		No Variance	\$132.46
	3420	· · · · · · · · · · · · · · · · · · ·	No Variance	\$119.33
	3430	Data Warehouse Analyst	A. Entry	\$64.30
			B. Intermediate	\$76.87
			C. Advanced	\$93.93
	3440	Data Warehouse Administrator	No Variance	\$94.10
	3600		No Variance	\$111.77
	3610	Decision Support Specialist	A. Entry	\$52.50
			B. Intermediate	\$62.86
			C. Advanced	\$72.45
	3620	Decision Support Administrator	A. Entry	\$66.30
			B. Intermediate	\$80.73
			C. Advanced	\$102.30
	3800	Manager, CRM Technology	No Variance	\$157.44
	4000	Knowledge Engineer	No Variance	\$126.42
Enterprise Resource	4200	ERP Team Lead	No Variance	\$121.62
Planning (ERP)	4210	ERP Team Member	No Variance	\$100.10
	4220	ERP Configurer	No Variance	\$63.00
	4230	ERP Programmer/Analyst	A. Entry	\$57.22
			B. Intermediate	\$69.44
	40.40		C. Advanced	\$84.22
	4240	ERP Systems Support Specialist	No Variance	\$70.44
	4250	ERP Systems Administrator	No Variance	\$84.55
	4600	Basis/Ale Technical Consultant	No Variance	\$116.22
Sourcing and	4800	Chief Sourcing Officer	No Variance	\$166.22
Vendor Relationship	4810	Manager IT Procurement	No Variance	\$115.44
Management	4820	IT Procurement Specialist	No Variance	\$60.22
	5000	Manager, Vendor Relationships	1. Team Leader	\$70.22
			2. Manager	\$100.12
	E040	Managan Outrasian 2 2 1 to 1	3. Sr. Manager	\$136.10
	5010	Manager, Outsourcing Contracts	No Variance	\$110.80
	5020	Contracts Manager	No Variance	\$83.76
	5040	Finance/Administration Specialist	A. Entry	\$60.18
			B. Intermediate	\$78.14
			C. Advanced	\$98.86

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	5200	Technical Advisor	No Variance	\$113.00
Business	5400		No Variance	\$97.28
Management /	5410	Asset Management Administrator	A. Entry	\$49.04
Administration			B. Intermediate	\$54.98
			C. Advanced	\$59.58
	5500	Director, HR/IT	No Variance	\$146.89
	5600	Manager, HR/IT Staffing	No Variance	\$86.08
	5610	Technical Recruiter	A. Entry	\$48.53
			B. Intermediate	\$65.86
			C. Advanced	\$97.06
	5620	HR/IT Generalist	A. Entry	\$51.23
	5525		B. Intermediate	\$60.30
			C. Advanced	\$86.89
	5800	Documentation Specialist/Technical	A. Entry	\$48.55
		Writer	B. Intermediate	\$58.33
			C. Advanced	\$71.33
	6000	Manager, IT Finance	No Variance	\$117.78
	6100		No Variance	\$181.78
	6200	Manager, IT Audit	No Variance	\$123.12
	6210		No Variance	\$85.98
	6400		No Variance	\$93.44
Training	6600	Manager, Technical Training	1. Team Leader	\$69.80
Truming	0000	Wanagor, roominaa rraming	2. Manager	\$84.16
			3. Sr. Manager	\$117.27
	6610	Technical Trainer	A. Entry	\$48.53
			B. Intermediate	\$53.15
			C. Advanced	\$65.29
Security	6800	Security Manager	1. Team Leader	\$77.55
Management			2. Manager	\$105.00
			3. Sr. Manager	\$127.33
	6810	Security Analyst	A. Entry	\$52.89
			B. Intermediate	\$69.06
			C. Advanced	\$88.35
	6820	Data Security Specialist	No Variance	\$81.66
	6830	Network Security Specialist	No Variance	\$106.22
	6840	System Security Specialist	No Variance	\$76.33
	6850	Web Security Specialist	No Variance	\$88.44
Business	7000	Manager, Business Continuance	No Variance	\$121.44
Continuance Management	7010	Business Continuance Specialist	No Variance	\$90.10
Product	7200	Manager, Product Development	1. Team Leader	\$72.81
Development		•	2. Manager	\$98.91
_ 3			3. Sr. Manager	\$130.60
	7210	Product Architect	No Variance	\$127.78
	7220	Product Engineer	A. Entry	\$52.26
			B. Intermediate	\$69.42
			C. Advanced	\$92.91

Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	7230	Product Developer	A. Entry	\$61.10
			B. Intermediate	\$84.62
			C. Advanced	\$99.68
Systems	7400	Manager, Systems Software	1. Team Leader	\$102.92
Programming &		1	2. Manager	\$119.30
Admin.			3. Sr. Manager	\$150.51
	7410	Systems Architect	A. Entry	\$53.57
			B. Intermediate	\$79.40
			C. Advanced	\$134.89
	7420	Systems Software Programmer	A. Entry	\$62.40
			B. Intermediate	\$78.00
			C. Advanced	\$95.16
	7430	Groupware Specialist	A. Entry	\$64.30
			B. Intermediate	\$81.85
			C. Advanced	\$87.86
	7440	Systems Administrator	A. Entry	\$53.56
			B. Intermediate	\$63.28
			C. Advanced	\$81.71
	7450	UNIX System Administrator	No Variance	\$94.00
	7460	Storage Management Specialist	No Variance	\$89.55
Business Analysis	7500		No Variance	\$179.55
and Planning	7600	Manager, IT Business Planning	1. Team Leader	\$100.82
			2. Manager	\$132.38
			3. Sr. Manager	\$134.16
	7610	Enterprise Architect	No Variance	\$125.00
	7620	Business Process Consultant	A. Entry	\$45.10
			B. Intermediate	\$70.03
			C. Advanced	\$91.54
	7630	IT Business Consultant	A. Entry	\$55.64
			B. Intermediate	\$77.40
			C. Advanced	\$80.46
	7640	Business Analyst	A. Entry	\$43.69
		•	B. Intermediate	\$67.72
			C. Advanced	\$77.26
	7700	Director, Business Relationships	No Variance	\$175.10
	7800	Manager, Customer Relations	No Variance	\$111.96
Release	8000	Configuration Management Analyst	A. Entry	\$48.28
Management			B. Intermediate	\$73.33
_			C. Advanced	\$74.55
	8010	Release/Build Engineer	No Variance	\$81.94
Program	8200	Director, Program Management	No Variance	\$161.00
Management	8210	Program Manager	1. Team Leader	\$88.66
			2. Manager	\$102.33
			3. Sr. Manager	\$122.55
	8220	Project Manager	1. Team Leader	\$87.38
			2. Manager	\$98.14
			3. Sr. Manager	\$101.88
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Job Family	Job No.	Job Title	Scope Variant	Contractor's Submitted Price
	8230	Project Leader	A. Entry	\$55.10
			B. Intermediate	\$91.07
			C. Advanced	\$99.30
	8235	Project Management Specialist	No Variance	\$70.66
	8240	Resource Manager	No Variance	\$105.89
Customer Service	8400	Manager, Customer Service Hotline	No Variance	\$70.66
Hotline	8410	Customer Service Hotline	A. Entry	\$33.78
		Representative	B. Intermediate	\$37.06
			C. Advanced	\$46.78
Technical Product	8600	Manager, Technical Product Support	1. Team Leader	\$65.72
Support	1		2. Manager	\$75.71
			3. Sr. Manager	\$87.08
	8610	Technical Product Support Analyst	No Variance	\$59.45
	8620	Technical Product Support Specialist	A. Entry	\$33.86
			B. Intermediate	\$45.61
			C. Advanced	\$57.54

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## City of Jacksonville, Florida

### Lenny Curry, Mayor

Department of Public Works Solid Waste Division 1031 Superior Street Jacksonville, FL 32254 (904) 255-7500 www.coj.net

#### ONE CITY, ONE JACKSONVILLE.

TO:

**Dustin Freeman, Chief, Procurement Division** 

THRU:

Steven D. Long, Jr., P.E., Director

FROM:

Jeffrey S. Foster, P.G., SW Environmental Engineer Manager

Will Williams, Operations Director

DATE:

March 14, 2023

SUBJECT:

Amendment #2 - Single Source Request P-31-19 SS#3

Professional Services for Brownfield Site Rehabilitation Agreement Designated Contractor

**Confederate Park - Former Manufactured Gas Plant Contamination Cleanup** 

**Geosyntec Consultants** 

The Solid Waste Division respectfully requests approval of Amendment #2 to the Single Source Award P-31-19 for Professional Services for the Brownfield Site Rehabilitation Agreement Designated Contractor to Geosyntec Consultants. This Amendment is needed to continue the Remedial Action Plan (RAP) design for the preparation of the scope of work and bidding documents and the remedial action implementation of the soil remedy by the selected remediation contractor as required by the Florida Department of Environmental Protection Brownfield Site Rehabilitation Agreement that was approved by the City Council under Ordinance 2018-0542 for the former manufactured gas plant site known as Confederate Park.

The FDEP review letter of the work plan report approval and request for the remedial action component for the impacted soils are contained in Exhibit C. Geosyntec's scope of work detailing the work activities is contained Exhibit D. Sufficient funding in the amount of \$422,800.00 is available in 32109.173103.565051.009037.00000000.00000 (ERAS32CMP-069505-ERR011-01). Therefore, SWD is requesting approval of Amendment #2 in the total amount of \$422,800.00 for a new total not to exceed amount of \$1,276,629.00. Nothing contained herein shall be amended, modified or otherwise revised without prior PSEC and Mayor's approval.

If there are any questions, please do not hesitate to contact me at this office (904) 255-6841. Please advise when this item will be placed on the agenda so a representative of Solid Waste can attend.

JSF/jsf

Cc:

John Ashe, DPW Dina Riddle, DPW Nickii Brookins, SWD



1200 Riverplace Boulevard, Suite 710 Jacksonville, Florida 32207 PH 904-858-1818 WWW.geosyntee.com

3 February 2023

Transmitted Via E-Mail

Mr. Jeffrey Foster, P.G. City of Jacksonville Department of Public Works Solid Waste Division 1031 Superior Street Jacksonville, FL 32254

Subject: Proposal for Remedial Action Plan Implementation Activities

Main Street Manufactured Gas Plant Brownfield Site 956 Hubbard Street, Jacksonville, Duval County, Florida

Brownfield Site Identification No. BF160001017

FDEP Facility No. ERIC\_14589

Dear Mr. Foster:

Geosyntec Consultants, Inc. (Geosyntec) has prepared the following cost proposal for Remedial Action Plan (RAP) implementation activities associated with the Main Street Manufactured Gas Plant (MGP) Brownfield Site (Site) located in Jacksonville, Duval County, Florida. This proposal includes costs associated with the implementation of the Florida Department of Environmental Protection (FDEP) approved RAP dated 10 December 2021 and associated documents including: RAP Approval Order dated 12 April 2022, Status Reports dated 27 June and 7 November 2022, Response to Comment Letter dated 7 November 2022, and FDEP's request for a RAP Implementation Report dated 9 December 2022.

The FDEP-approved RAP and associated documents address soil and groundwater impacts associated with the Springfield Park Area of the Site (as outlined in the 18 September 2018 Brownfield Site Rehabilitation Agreement [BSRA]). The City of Jacksonville (City) and Shoppes of Lakeside, Inc. (Shoppes) are defined as the Persons Responsible for Brownfield Site Rehabilitation for the Springfield Park Area.

#### SCOPE OF SERVICES

The scope of services, presented herein, was divided into five tasks, each of which is further described in the following sections.

#### Task 1: Preparation of Technical Specifications (Previously Approved and Budgeted Task)

As summarized in Geosyntec's email dated 9 January 2023, Geosyntec will support the City of Jacksonville in the procurement of services needed to implement the FDEP-approved RAP,



presented in the aforementioned documents. Geosyntec will develop a scope of work and technical specifications to serve as the basis for contracting the implementation of the soil remedy and necessary repairs to the concrete walls defining Hogan's Creek between Main Street and N. Market Street. At a minimum, the technical specifications will include: Division I (General Requirements), Division 2 (Existing Conditions), Division 3 (Concrete), Division 31 (Earthwork), Division 32 (Exterior Improvements), and Division 33 (Utilities). Geosyntec has assumed that the figures provided in the RAP will support the technical specifications and Right of Way (ROW) permits with minor modifications. Geosyntec has included one onsite meeting / site walk to review the scope of work, respond to up to 20 contractor questions, and review the projected cost estimate for construction. The City authorized Geosyntec on 9 January 2023 to complete this task on a time and materials basis not to exceed \$21,000, using the remaining budget associated with the 11 March 2019 proposal, authorized by the City through the Single Source Agreement No. 7980-11. No additional budget associated with Task 1 is included in this proposal.

#### Task 2: Construction Quality Assurance and Construction Management

This task includes costs for Geosyntec to perform construction project management, construction quality assurance (CQA), and associated activities during RAP implementation activities.

Prior to the commencement of RAP implementation activities, Geosyntec will update the Sitespecific Health and Safety Plan (HASP) in accordance with 29 Code of Federal Regulations (CFR), Part 1910.120. The HASP will describe the measures that will be taken to ensure the protection of Geosyntec employees during the oversight of RAP implementation activities at the Site. The purpose of the HASP is to define the requirements and designate the protocols for personnel that will be performing the work by controlling the potential risk to health and safety during Site activities. Geosyntec employees who are conducting the work on-Site and may come into contact with any waste material shall have completed the 40-hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) training in accordance with 29 CFR, Part 1910.120 and will have current certificates on Site.

Prior to construction activities, Geosyntec will conduct an in-person pre-construction meeting. The meeting will be attended by representatives of the selected Contractor involved in the project (Project Manager, Health and Safety Officer, and Site Superintendent), Geosyntec, and the City. Geosyntec anticipates walking the Site and discussing staging and laydown areas, excavation, backfilling and compactions, sealing repairs (to Hogan's Creek and proposed engineering controls on the EH Thompson parcel), Site restoration, and construction logistics. Geosyntec will also prepare and distribute meeting notes to the attendees.

Construction project management activities will include reviewing and approving required submittals from the selected Contractor prior to mobilization and construction implementation activities. Construction implementation activities (pre-mobilization, mobilization/site setup, excavation, and demobilization) will take place over an approximately 13-week period (60)



business days, 90 calendar days). Construction project management services will generally consist of the following activities:

- Review, log, and approve the selected contractors required submittals prior to mobilization (up to 4 weeks at 4 hours per week) and during construction implementation (up to 9 weeks at 2 hours per week);
- Provide technical support to the Site personnel daily during construction, receive progress
  updates at the end of each day, and review the daily construction field reports (up to 13
  weeks at 10 hours per week);
- Coordinate with Springfield Park maintenance personnel on a weekly or as needed basis (up to 13 weeks at I hour per week);
- Provide the City with daily technical updates via email (up to 13 weeks at 1.5 hours per week);
- Conduct weekly construction project status meetings on Site with the selected contractor and the City to confirm compliance with technical specifications (may be by teleconference, if needed) (up to 13 weeks at 2 hours per week);
- Conduct weekly Engineer of Record (EOR) site visits (up to 13 weeks at 4 hours per week);
   and
- Review the selected contractor invoices for compliance with technical specifications and cost estimate line items (up to 3 months at 2 hours per month).

Geosyntec included costs to support the Contractor with waste characterization and profiling. To support waste characterization and profiling, Geosyntec will request that the selected Contractor collect appropriate waste characterization samples and provide Geosyntec with the waste characterization and profiling requirements for each landfill to be utilized (required as premobilization submittal). Geosyntec will review the requirements and provide the Contractor with the available information. No costs have been included for collecting or analyzing additional soil samples to support waste profiling.

On-Site CQA services will be completed by Geosyntec personnel. This task includes costs associated with mobilizing to and from the Site and observing the selected contractor to confirm that construction conforms to the project design specifications (up to 60 working days at 10 hours per day). Additional time has also been included to prepare for the field activities and complete a daily summary report upon completion of field activities each day (1 hour per day for up to 60 days). This task includes costs associated with transportation, overnight accommodations, and meals throughout the duration of construction. Geosyntec assumes that construction activities will take place on Monday through Friday with exceptions for observed holidays. Therefore, costs have not been included for working weekends or holidays. Costs may be modified following receipt of the selected Contractor schedule and actual Site conditions.

One on-site CQA technician will oversee construction activities associated with general earthwork (excavation, transport, and backfill of contaminated soils) and implementation of engineering controls (soil capping and placement of impervious surfaces) required for contaminated soils and



re-sealing of portion of the sidewalls of Hogan's Creek. CQA services will be performed in general accordance with the RAP and technical specifications. The CQA technician will be responsible for CQA activities throughout the project including monitoring construction quality and conformance to the Construction Documents (as defined in the Technical Specifications) and maintaining documentation of CQA activities at the Site. CQA activities will include a review of backfill analytical data (based on the assumption that the sampling of suitable fill material will be conducted by others) to ensure compliance with the applicable requirements outlined in the RAP prior to backfill being introduced to the Site. CQA activities will also include overseeing the installation of the engineering controls (2-ft of clean soil or impervious surfaces). Non-conforming or questionable practices observed will be brought to the attention of the City and the appropriate parties involved for review and correction. Documentation of these activities is required for post-construction reporting to the FDEP.

Geosyntec's CQA technician, construction manager and/or EOR will complete a pre-final inspection prior to demobilization by the selected Contractor. A punch list will be generated identifying items that are required by the selected Contractor for completion. Geosyntec's CQA technician will complete the final inspection. The goals of the final inspection will be to ensure that activities associated Site restoration are complete and that the punch list items identified by the construction manager and/or EOR have been completed.

#### Task 3: Construction Completion Report

As required by FDEP and Chapter 62-780, Florida Administrative Code (FAC), this task includes costs for the preparation and submittal of a Construction Completion Report (CCR) to document the completion of remedial activities, pursuant to the FDEP-approved RAP and associated documents. The CCR will include an updated Engineering Control Maintenance Plan (ECMP) with the final construction details associated with each of the constructed engineering controls. Geosyntec has assumed that the final survey, illustrating all institutional and engineering controls with a legal description, will be provided by the selected Contractor in accordance with the technical specifications.

A draft version of the CCR will be submitted to the City for review and comment. Any noted revisions and comments will be addressed by Geosyntec in the final document submitted to FDEP. Pursuant to Chapter 62-780, FAC, the CCR will be submitted within 60 days of the completion of construction activities and will be signed and sealed by the Florida licensed professional engineer in responsible charge of the project.

#### Task 4: Post Active Remediation Monitoring

As required by FDEP and Chapter 62-780, FAC, this task includes costs for post active remediation monitoring (PARM) activities, pursuant to comments received by the dated 9 December 2022. This task will include a minimum of four quarters of sampling the groundwater monitoring



network and will include approximately 15 monitoring wells (to be determined at a later date and presented in the CCR) located across the entire Site. The selected wells will be screened across both the upper and lower surficial aquifer system (SAS) to ensure that monitoring encompasses the entire SAS. The first quarterly event is scheduled to occur within 90 days following completion of construction activities. Subsequent quarterly groundwater sampling events are anticipated to occur approximately every 3 months thereafter. Geosyntec will provide agency notification of groundwater sampling activities 1 week prior to each event.

Groundwater sampling will be completed in accordance with the most recent versions of the FDEP Standard Operating Procedures (SOPs) effective 16 April 2018. Prior to groundwater sampling, depth to water measurements will be collected from all accessible monitoring wells in the groundwater monitoring network within a 24-hour timeframe to evaluate groundwater flow direction and gradient. For costing purposes, Geosyntec has assumed that the groundwater samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX) and methyl tert-butyl ether (MTBE) by United States Environmental Protection Agency (EPA) Method 8260B, polyaromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM, and Resource Conservation and Recovery Act (RCRA) Metals by EPA Method 6010.

Liquid IDW generated during each event will be containerized in new 55-gallon drums for off-Site transport and disposal. It has been assumed that two drums of non-hazardous liquids will be generated during each event. Profiling, manifesting, and disposal of IDW will be completed after each quarterly event. IDW transport and disposal costs are also included in Task 3.

Following receipt of analytical results from each quarterly event, Geosyntec will tabularize the results as an interim submittal to the City. The interim submittal will also include a Site map, groundwater analytical figure, and updated Mann Kendall statistics.

Following the completion of four quarters of PARM, Geosyntec will prepare an Annual PARM Report, which will document the groundwater flow direction and analytical results and evaluate groundwater plume stability using the Mann-Kendall statistical analysis. The Annual PARM Report will be signed a sealed by a Professional Engineer or Geologist and, if warranted, include a request for No Further Action, with conditions, pursuant to Chapter 62-780.680, FAC. Prior to agency submittal, a draft copy of the report will be submitted to the City for review and then submitted to FDEP. No costs associated with the abandonment of the groundwater monitoring network have been included in this proposal. Geosyntec will provide costs associated with the abandonment of the groundwater monitoring wells on Site after receiving a No Further Action order from FDEP.

#### Task 5: Project Management

This task will include project administration and project management services, including client communications, procurement and administration of services from team members, project status

## **ATTACHMENT A**

# NOTICE TO PROCEED, PROFESSIONAL SERVICES AGREEMENT, & RATES

Geosyntec D

Mr. Jeff Foster 3 February 2023 Main Street MGP Brownfield Site Proposal

#### NOTICE TO PROCEED

Geosyntec's budget request for the services described in Geosyntec's 3 February 2023 Proposal to the City of Jacksonville (Client) is \$422,800 and is subject to the terms and conditions in the following Professional Services Agreement. This assumes the work will be billed on a time and materials basis.

This estimate is based on Geosyntec's current knowledge of the work assignment, and the estimated amount is believed sufficient to cover performing the services described herein. Our estimated cost for performing these services includes the labor and materials believed necessary to complete the work scope described in the proposal. Any deviation from this work scope resulting from additional requests by the Client, new information or other considerations may result in modification of the work scope. Out-of-scope work items that are requested by the Client will be accrued separately from the above and billed on a time and materials basis in accordance with the enclosed rate schedule.

Geosyntec's conduct of services now and in the future for the Client shall be in accordance with Geosyntec's enclosed Professional Services Agreement and Rate Schedule, which may be updated in the future upon mutual agreement between Geosyntec and the Client. By its signature below authorizing Geosyntec to proceed in accordance with this Proposal, Client agrees to and approves of this Proposal and the terms and conditions in this Attachment C. Please return this executed Notice to Proceed to Geosyntec. Upon receipt of the executed Notice to Proceed, Geosyntec will initiate performance of the services described herein.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives, as follows:

For the City of Jacksonville:	For Geosyntec Consultants, Inc.:
Signature	Signature
	Rachel Klinger
Typed or Printed Name	Typed or Printed Name
	Senior Principal
Title	Title
Date of Signature	Date of Signature



#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is attached to and made a part of the proposal submitted to the City of Jacksonville ("Client") by Geosyntec Consultants, Inc., and its subsidiaries and affiliates dated 3 February 2023 ("Proposal"). Geosyntee shall perform the scope of services described in the Proposal, subject to the following terms and condition upon acceptance of the Proposal or Client's authorization to proceed. The Client and Geosyntee are referred to herein individually as "Party" and collectively as "Parties."

- 1. ACCEPTANCE OF TERMS: The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client's signing the Proposal, issuing an authorization to proceed with the Proposal or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions, or conflicting terms introduced by the Client in a purchase order or other document, are expressly rejected unless both Parties agree to the changes in writing and they are incorporated into this Agreement. Any amendment must be in writing signed by Client and Geosyntec.
- 2. <u>SCOPE OF SERVICES</u>: The services to be provided by Geosyntec pursuant to this Agreement ("Services") are described in the Proposal, and any amendments thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site ("Project Site").
- 3. CLIENT RESPONSIBILITY: Client shall provide Geosyntec, in writing, all information relating to Client's requirements for the Project in a timely manner, give Geosyntec prompt written notice of any suspected deficiency in the Services and with reasonable promptness to avoid impacts to the progress of the Project, provide Geosyntec with approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities and notify Geosyntec of any potential hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all necessary permits required to execute the Services and Project work. If included in the Services, Geosyntec will assist Client with permit applications, however all impacts and obligations will be the responsibility of the Client, and Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts or omissions in connection with the Project Site which occurred prior to Geosyntec providing any Services under this Agreement.
- 4. COMPENSATION, INVOICING AND PAYMENT: The method of compensation shall be identified in the Service Order. When the method of compensation is on a time and materials basis, Geosyntee shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntee's rate schedule attached to the Service Order, along with any pre-approved expenses for reimbursement. The rates and rate schedule for projects lasting more than one year may be adjusted annually. The rates are inclusive of all taxes except such value added, sales, service or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client, Geosyntee shall not be liable for taxes imposed outside the U.S., Canada. Australia, Ireland, and the United Kingdom. Where compensation is subject to a "not to exceed" budget such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntee responding

The defined term "Geosyntee" refers to Geosyntee Consultants, Inc., except where Services are rendered in Michigan it refers to Geosyntee Consultants of Michigan, Inc., in New York, it refers to B&B Impineers and Geologists of New York, P.C., in Puerto Rico it refers to Geosyntee Consultants of Puerto Rico, P.C., in North Carolina it refers to Geosyntee Consultants of NC, P.C., in Canada it refers to Geosyntee Consultants International, Inc., in the United Kingdom it refers to Geosyntee Consultants, Ltd., and in Australia it refers to Geosyntee Consultants Pty. Ltd. The applicable entity shall be identified on the Service Order. Client may be billed by Geosyntee Consultants, Inc. on behalf of the affiliate.





to subpoenas related to litigation which Geosyntee is not a named party shall be reimbursable in accordance with Geosyntee's then current rate schedule.

Geosyntee shall periodically submit invoices to Client and Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. No deductions shall be made from Geosyntee's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of the cost of changes in the Services. If Client objects to all or any portion of any invoice. Client shall notify Geosyntee in writing of the objection within lifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntee may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntee. Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law for any payment received by Geosyntee more than thirty (30) days from the date of the invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Geosyntee against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other Party. No deductions shall be made from Geosyntee's compensation on account of penalty, liquidated damages or other sums withheld from payments to Client or others, or on account of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis. Geosyntec may, by ten (10) days' written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is located in a jurisdiction which requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days prior to the lapse of such time period.

- 5. CHANGES: In the event services beyond those specified in the Scope of Services are provided by Geosyntee or requested by the Client, the Parties shall negotiate an adjustment to the scope, schedule or fee, and the Service Order shall be equitably adjusted to represent such changes.
- 6. RECOGNITION OF RISK: Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained, and that the limited data results in uncertainty with respect to the interpretation of these conditions, despite the use of due professional care. In addition, any estimate of costs prepared by Geosyntec represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material, or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts and predictions provided as part of the Services are presented solely on the basis of the assumptions accompanying the estimates, forecasts and predictions.
- 7. STANDARD OF CARE: Geosyntee shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions including but not limited to those of merchantability and fitness for a purpose are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days following the completion of the Services, Geosyntee's liability shall be limited to the correction of the error or omission shall be contingent upon Geosyntee being notified promptly of the defect.

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# PURSUANT TO FLORIDA STATUTE §558.0035 ANY INDIVIDUAL EMPLOYEES OR AGENTS OF GEOSYNTEC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

- 8. INDEMNIFICATION: To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, suits, based upon or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In addition, the Parties shall indemnify, defend, and hold harmless the other party against all loss, cost, expense, royalties, claims for damages or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use by indemnifying Party of any documents or materials.
- 9. LIMITATION OF LIABILITY: To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including, without limitation, third party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Service Order issued hereunder, shall not exceed, in the aggregate, the greater of \$1,000,000 or the amount paid to Geosyntee under the applicable Service Order. The Client shall indemnity and defend Geosyntee against any third party claims against Geosyntee exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence or other wrongful act, but shall not apply if caused by gross negligence or willful misconduct.
- 10. <u>INSURANCE</u>: Geosyntec shall maintain during the term of this Agreement the following minimum insurance coverage:

(i)	Workers' Compensation Employer's Liability	Statutory - \$1,000,000 per occurrence
(ii)	Commercial General Liability or Public Liability Insurance	- \$1,000,000 per occurrence
(iii)	Comprehensive Automobile Liability	- \$1,000,000 combined single limit
(iv)	Professional Liability	- \$1,000,000 per claim

Geosyntee shall provide Client with an insurance certificate upon Client's request.

11. DISPUTES: The Parties agree to promptly resolve their differences through good faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the Representatives may agree, the dispute shall be mediated by an independent third-party agreed to by both parties. Any disputes or portions thereof remaining following mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement. Any applicable statute of limitations on any claim in any way related to Agreement shall commence to run and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two years, unless a shorter statute of



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limitations would otherwise apply.

- 12. RIGHT OF ENTRY: Client grants to Geosyntec, and, if the Project Site is not owned by Client, will provide that permission for a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors for the purpose of providing the Services. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement and the Compensation, Schedule and terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right of entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.
- 13. PROJECT SITE RESPONSIBILITIES: If included in the Services, Geosyntec shall visit the Project Site as needed to complete the Services. Construction Observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress, quality of work (contractors' work), to determine if the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation for any subsurface conditions or systems and/or utility configurations.
- 14. HAZARDOUS SUBSTANCES: "Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that cannot be introduced back into the environment under existing law without additional treatment. In the event that Geosyntee encounters unanticipated Hazardous Substances, it may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to amendments to this Agreement. Solely upon Client's request, Geosyntee may assist Client in identifying options for off-site treatment, storage or disposal of the Hazardous Substances. Geosyntee will not make any independent determination relating to the selection of a treatment, storage, or disposal facility onr subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntee will sign manifests, Geosyntee will only sign as agent on behalf of Client, and Geosyntee will not be a generator, transporter, or disposer of the Hazardous Substances. Client shall indemnify, defend, and hold harmless Geosyntee against any claim or loss resulting from such signing and from Geosyntee's handling of Hazardous Substances.
- 15. <u>CONFIDENTIALITY:</u> Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to, and cannot be readily ascertained by others, and which a reasonable person under the circumstances would consider confidential and will not release, distribute, or publish same or Geosyntec's test results to any third party without prior permission from Client, unless required by law, order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
- 16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS: Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, non-transferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project. Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntee shall have the right to retain copies of all such materials. Work products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification, or may be draft or incomplete work products, electronic documents provided by Geosyntec



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are furnished solely for convenience and only those professional work products in hard-copy format bearing Geosyntee's signature or professional stamp may be relied upon by Client or other recipients approved in writing. Geosyntee may rely upon data provided by Client or other third parties without independent verification unless otherwise provided in the Service Order. If the Services include the use of a GIS database Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntee is performing the Services under this Agreement solely for Client and solely with respect to the Project, and not for any other party or purpose. No party other than Client shall be entitled to rely on any reports or recommendations provided by Geosyntee as part of the Services ("Reports") without Geosyntee's separate written consent, and Geosyntee shall have no liability for the use of any Reports by any party for any purpose other than the Project. Client will indemnify, defend and hold Geosyntee harmless from any claims by third parties arising from the use of any Reports.

17. DELAYS AND FORCE MAJEURE: Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current Rate Schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption, and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section which cumulatively exceed forty-five (45) days shall, at the option of either Party, make the applicable Service Order subject to termination for convenience or to renegotiation.

18. <u>SUSPENSION/TERMINATION:</u> If a Service Order or Geosyntec's Services are suspended by the Client for more than thirty (30) days, upon resumption of Services the Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety days, consecutive or in the aggregate, Geosyntec may terminate the Service Order upon giving not less than five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination, unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination, and both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay Geosyntec upon invoice for services performed and charges incurred prior to suspension or termination, plus suspension and termination charges. Termination charges shall include, without limitation, the putting of Project documents and analyses in order and all other related charges incurred which are directly attributable to termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the other terms and conditions of this Agreement.

- 19. <u>ASSIGNMENTAND THIRD PARTY RIGHTS:</u> Neither Party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to Parties other than Client and Geosyntec.
- 20. <u>VALIDITY</u>, <u>SEVERABILITY AND GOVERNING LAW</u>: The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the Parties with regard to the provisions and that saves the validity and enforceability of the provision. This Agreement shall be governed by the





laws of the place of the Project Site unless expressly provided otherwise in the Service Order. In the event that any provision or portion of this Agreement is held to be unenforceable or invalid the remaining provisions or portions shall remain in full force and effect.

- 21. INTEGRATED WRITING: This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntee. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed given by the Client to Geosyntee regarding Services shall be incorporated into the relevant Service Order and shall have the effect of attaching this Agreement to the authorized Services.
- 22. NOTICES, IGNATURES AND AUTHORIZED REPRESENTATIVES: The following signatories of this Agreement are the authorized representatives of Client and Geosyntee for the execution of this Agreement. Each Service Order shall set forth the name and address of the respective authorized representatives of the Parties for the administration of that Service Order. Any information or notices required or permitted under this Agreement or any Service Order shall be deemed to have been sufficiently given if in writing and delivered to the authorized representative identified in the applicable Service Order. Notice given by mail may also be transmitted electronically at the time of mailing.

# GEOSYNTEC CONSULTANTS 2023 U.S. RATE SCHEDULE

Staff Pro	fessional	\$160
Senior St	aff Professional	\$184
Professio	nal	\$207
Project P	rofessional	\$235
Senior Pr	rofessional	\$265
Principal		\$287
Senior Pr	rincipal	\$310
Technicia	1	\$ 89
Technicia		\$ 96
	au II echnician I	\$106
	echnician II	\$113
Site Man		\$123
Site Man	~	\$137
	tion Manager I	\$151
	tion Manager II	\$164
6		\$195
Senior De	_	\$165
Designer		\$165 \$150
	rafter/Senior CADD Operator	\$135
	ADD Operator/Artist	\$ 90
Clerical	dministrator	\$ 68
Cicitat		• • • • • • • • • • • • • • • • • • • •
Direct Ex	penses	Cost plus 15%
Subcontr	act Services	Cost plus 15%
Specializ	ed Computer Applications (per hour)	\$ 20
Personal	Automobile (per mile)	Current Gov't Rate
Photocop	oies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific. Rates for days of actual testimony at depositions, trials or hearings will be two times the rate shown on this Rate Schedule and billed in four-hour blocks. Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256 Ron De\$antis Governor

Jeanette Huñez Lt. Governor

Shawn Hamilton Secretary

December 9, 2022

William Pence, Esquire
BakerHostetler
Suntrust Center
200 South Orange Avenue, Suite 2300
Orlando, FL 32891-3432
wpence@bakerlaw.com

Re: Main Street MGP Brownfield Site/Confederate Park Site

956 Hubbard Street, Jacksonville, Florida

Brownfield Area ID BF160001000

**Brownfield Site Identification No. BF160001017** 

FDEP Facility No. ERIC\_14589 OGC Tracking Number 18-1024 Duval County - Waste Cleanup

Dear Mr. Pence:

The Florida Department Florida Department of Environmental Protection (DEP) has reviewed two documents dated November 7, 2022, and prepared by Geosyntec Consultants, Inc. for the above-referenced site titled, "Response to FDEP Comments on June 27, 2022 Status Report," and "Status Report (#2) and Recommendation for No Further Action with Conditions for Groundwater."

Based on the information provided, the referenced Reports were sent to DEP's Office of District & Business Support (ODBS) for technical review at my request, as the project manager. ODBS is in concurrence with the project manager, and a copy of the review comments are enclosed.

DEP is currently not in approval of the No Further Groundwater Monitoring request at this time. A minimum of one year of post remedial groundwater monitoring will be required after the previously approved proposed soil excavation has been completed. The excavation activities should be documented in the RAP Implementation Report, as noted in the attached April 12, 2022, RAP Order.

Once the post remedial groundwater monitoring requirements are met and when the groundwater data for each contaminant of concern supports a plume stability determination, DEP will consider such a recommendation based on substantiation. However, the next step in this process is the successful completion and documentation of soil excavation activities which have not yet been implemented.

William Pence, Esquire BakerHostetler December 9, 2022 Page 2 of 2

Given the upcoming holidays, DEP anticipates the submittal of the RAP Implementation Report which is required to remain in compliance with Chapter 62-780, F.A.C. and the BSRA in the Spring of 2023.

Please notify me in writing (via e-mail) within five days prior to initiating any field activity. Should you have any questions, you may contact me at <u>darrin.mckeehen@dep.state.fl.us</u> the letterhead address or at 904.256.1545.

Sincerely,

Darrin A. McKeehen, P.G. Brownfields Coordinator

enclosure

ec: Jeffrey S. Foster, P.G. isfoster@coi.net

Timothy E. Sleeth, Esquire tsleeth@smithhulsey.com

Mary Sorrell, Esquire sorrell@fdn.com John Sawyer, Esquire JSawyer@coj.net

Rachael Klinger, P.E. <u>RKlinger@Geosyntec.com</u> Trey Mills, Esquire <u>tmills@drivermcafee.com</u>



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center 2600 Blair Stone Road Tallahassee, FL 32399-2400 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

# Memorandum

To:

Darrin McKeehen, Professional Geologist II

Northeast East District

THROUGH:

Brian Dougherty, Program Manager

District & Business Support Program, DWM

FROM:

Jeff Wagner, PG II

District & Business Support Program, DWM

4

Jeffry Wagner Digitally signed by Brian Dougherty Date 2022 12 01 10 46.23 -05'00'

Digitally signed by Jeffry Wagner Date 2022 12 01 09 03 22 405 00

SUBJECT:

Main St. Confederate Park (aka MGP) Site,

956 Hubbard St, Jacksonville, Duval County
Response to FDEP Comments on June 27, 2022 Status Report dated 1 September

2022 and

Status Report and Recommendation for No Further Action with Conditions for

Groundwater - both submitted on November 7, 2022

Site ID: ERIC\_14589

DATE:

December 1, 2022

The District and Business Support Program (DBSP) has reviewed two documents dated November 7, 2022 prepared by Geosyntec Consultants - (1) Response to FDEP Comments on June 27, 2022 Status Report dated September 1, 2022 and (2) Status Report {#2} and Recommendation for No Further Action with Conditions for Groundwater. The following review comments are provided to assist the Northeast District staff with their review. DBSP's review comments should not be inferred to be an approval of the subject documents.

The following comments relate to the DBSP review of document #1 – Response to FDEP Comments on the June 27, 2022 Status Report (#1).

 DBSP has reviewed the responses to the DBSP comments dated August 30, 2022. The responses appear to be appropriate and complete. DBSP has no further comments on the June 27, 2022 Status Report.

The following comments relate to the DBSP review of document #2 – Status Report and Recommendation for No Further Action with Conditions for Groundwater.

 No Further Action closure criteria is not evaluated by individual media. It is noted as per the December 2021 Remedial Action Plan that future soil remedial actions are planned for the site. Memo to Darrin McKeehen December 1, 2022 Page 2

- Soil excavations will require post active remediation monitoring (PARM) of the groundwater.
- o Plume stability cannot be evaluated until all active remediation is completed. Sampling results occurring prior to the active remediation cannot be used in any plume stabilization evaluation.
- PARM will require a minimum of 4 quarters of groundwater monitoring after the active remediation is completed.

#### In Summary -

- DBSP has no comments regarding the Status Report #2.
- Approval of the No Further Groundwater Monitoring request does not appear appropriate at this time. PARM should be completed before this request should be considered.
- FDEP expects that the soil remedial action will be implemented in the near future given that the RAP was approved one year ago. The RAP implementation schedule should be confirmed.

If you have any questions, please contact me at <u>Jeffry.Wagner@FloridaDEP.gov</u> or (850) 245-8967.



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

April 12, 2022

William Pence, Esquire
BakerHostetler
Suntrust Center
200 South Orange Avenue, Suite 2300
Orlando, FL 32891-3432
wpence@bakerlaw.com

Re: Main Street MGP Brownfield Site/Confederate Park Site

956 Hubbard Street, Jacksonville, Florida

Brownfield Area ID BF160001000

**Brownfield Site Identification No. BF160001017** 

FDEP Facility No. ERIC\_14589 OGC Tracking Number 18-1024 Duval County - Waste Cleanup

Dear Mr. Pence:

The Florida Department Florida Department of Environmental Protection (DEP) has reviewed the Remedial Action Plan, dated December 10, 2021, and prepared by Geosyntec Consultants, Inc. for the above-referenced site. We found the documents submitted to date to be adequate to meet the Remedial Action Plan (RAP) requirements of Rule 62-780.700, Florida Administrative Code (F.A.C.). DEP has determined that the proposed remedial actions represent a reasonable strategy toward accomplishing the cleanup objectives of Chapter 62-780, F.A.C. However, implementation of these remedial actions may not result in a complete cleanup of the discharge to the applicable target levels referenced in Chapter 62-780, F.A.C. A subsequent phase of remedial design may be necessary to accomplish the necessary comprehensive cleanup in accordance with Chapter 62-780, F.A.C. Pursuant to paragraph 62-780.700(8)(a), F.A.C., DEP approves the proposed remedial actions, as described in this RAP Approval Order (Order).

DEP recommends collecting confirmatory soil samples at the sides and bottom of each excavation area to determine if the backfilled soils will need to be designated as part of the engineering controls.

Please note, post active remediation groundwater monitoring is a separate phase beyond the scope of this Order and can only be fully approved upon the completion and approval of the RAP Implementation Report which documents the execution of the proposed remedial actions. The RAP Implementation Report should be submitted 90 days after the implementation of the proposed remedial action.

William Pence, Esquire BakerHostetler April 12, 2022 Page 2 of 4

### Legal Issues

DEP's Order shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes (F.S.) within 21 days of receipt of this Order. The procedures for petitioning for an administrative hearing are set forth below. Persons affected by this Order have the following options:

- A. If you choose to accept DEP's decision regarding the Remedial Action Plan you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the DEP which is indicated on the last page of this Order.
- B. If you choose to challenge the decision, you may do the following:
  - 1. File a request for an extension of time to file a petition for an administrative hearing with the Agency Clerk of the DEP in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the DEP in an attempt to informally resolve any disputes without first filing a petition for an administrative hearing; or
  - 2. File a petition for an administrative hearing with the Agency Clerk of the DEP in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to Section 120.573, F.S., is not available.

## How to Request an Extension of Time to File a Petition for an Administrative Hearing

For good cause shown, pursuant to Section 62-110.106(4) F.A.C., DEP may grant a request for an extension of time to file a petition for an administrative hearing. Such a request must be filed (received) by the Agency Clerk of DEP in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Persons Responsible for Brownfield Site Rehabilitation shall mail a copy of the request to Persons Responsible for Brownfield Site Rehabilitation at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for an administrative hearing must be made.

#### How to File a Petition for an Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under Sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk of DEP in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Persons Responsible for Brownfield Site Rehabilitation shall mail a copy of the petition to Persons Responsible for Brownfield Site Rehabilitation at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under Sections 120.569 and 120.57, F.S.

William Pence, Esquire BakerHostetler April 12, 2022 Page 3 of 4

Pursuant to Section 120.569(2) F.S., and Rule 28-106.201, F.A.C., a petition for an administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the facility owner's name and address, if different from the petitioner; DEP Site ID number, and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of DEP's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by DEP's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts:
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of DEP's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of DEP's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes DEP to take with respect to DEP's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the DEP which is indicated on the last page of this Order. Timely filing a petition for an administrative hearing postpones the date this Order takes effect until DEP issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to DEP pursuant to meetings with DEP.

## Judicial Review

Any party to this Order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the DEP in the Office of General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days after this Order is filed with the Clerk of the DEP (see below).

William Pence, Esquire BakerHostetler April 12, 2022 Page 4 of 4

#### **Ouestions**

Any questions regarding the DEP's review of the Remedial Action Plan should be directed to Darrin McKeehen, P.G., at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256, via email at darrin.mckeehen@dep.state.fl.us or at 904.256.1545.

Questions regarding legal issues should be referred to the DEP's Office of General Counsel at 850-245-2242. Contact with any of the above does not constitute a petition for an administrative hearing or a request for an extension of time to file a petition for an administrative hearing.

Sincerely,

Thomas G. Kallemeyn

Permitting Program Administrator

ec:

Jeffrey S. Foster, P.G. isfoster@coj.net

Timothy E. Sleeth, Esquire tsleeth@smithhulsey.com

Mary Sorrell, Esquire sorrell@fdn.com John Sawyer, Esquire JSawyer@coj.net

Rachael Klinger, P.E. RKlinger@Geosyntec.com Robert J. Van Winkel RJVanwinkel@aol.com Mark Rinaman, P.E. mrinaman@aol.com

FILING AND ACKNOWLEDGMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated DEP Clerk, receipt of which is hereby acknowledged.

ROSCHUS SHITL

Clerk

April 12, 2022

Date



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District 8800 Baymeadows Way West, Suite 100 Jacksonville, Florida 32256 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

April 12, 2022

William Pence, Esquire
BakerHostetler
Suntrust Center
200 South Orange Avenue, Suite 2300
Orlando, FL 32891-3432
wpence@bakerlaw.com

Re: Main Street MGP Brownfield Site/Confederate Park Site

956 Hubbard Street, Jacksonville, Florida

**Brownfield Area ID BF160001000** 

Brownfield Site Identification No. BF160001017

FDEP Facility No. ERIC\_14589 OGC Tracking Number 18-1024 Duval County - Waste Cleanup

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DEP recommends collecting confirmatory soil samples at the sides and bottom of each excavation area to determine if the backfilled soils will need to be designated as part of the engineering controls.

Please note, post active remediation groundwater monitoring is a separate phase beyond the scope of this Order and can only be fully approved upon the completion and approval of the RAP Implementation Report which documents the execution of the proposed remedial actions. The RAP Implementation Report should be submitted 90 days after the implementation of the proposed remedial action.

William Pence, Esquire BakerHostetler April 12, 2022 Page 2 of 4

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William Pence, Esquire BakerHostetler April 12, 2022 Page 3 of 4

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William Pence, Esquire BakerHostetler April 12, 2022 Page 4 of 4

### **Questions**

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Sincerely,

Thomas G. Kallemeyn

Permitting Program Administrator

ec:

Jeffrey S. Foster, P.G. isfoster@coi.net

Timothy E. Sleeth, Esquire tsleeth@smithhulsey.com

Mary Sorrell, Esquire sorrell@fdn.com John Sawyer, Esquire JSawyer@coi.net

Rachael Klinger, P.E. RKlinger@Geosyntec.com Robert J. Van Winkel RJVanwinkel@aol.com

Mark Rinaman, P.E. mrrinaman@aol.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to §120.52 Florida Statutes, with the

designated DEP Clerk, receipt of which is hereby acknowledged.

ROMERICA STUTE

April 12, 2022 Date

Clerk



# 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

March 14, 2023

TO:

Dustin Freeman, Chairman

**Professional Services Evaluation Committee** 

THRU:

Steven D. Long, Jr., P.E.

Director

FROM:

Robin G. Smith, PE

Chief, Engineering & Co.

Thomas G. McKnight

Capital Improvement Construction Manager

SUBJECT:

P-43-22 Construction Engineering and Inspection Services for 8 Bridge Projects

The subcommittee received five (5) proposals for evaluation for the subject project and found it to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

- 2. AE Engineering, Inc.
- 3. CSI Geo. Inc.
- Eisman & Russo, Inc.

We recommend that the above list be forwarded to the Mayor for final selection.

SDL/lw

Attachment: Scoring Matrix

CC:

Lori West, Engineering and Construction Management

**Evaluation Matrix** 

**EVALUATION SCALE** 

EXTREMELY QUALIFIED

QUALIFIED

PROJECT NO.

OVERALL 115.13 110.50 102.38 113.88 98.25 130 VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES PROJECT TITLE: Construction Engineering and Inspection Services for 8 10.00 10.00 6.00 9.00 4.00 9 Willingness to meet Time & Budget 7.00 7.25 7.00 7.38 8.38 10 ABILITY TO DESIGN AN APPROACH AND WORK PLAN 19.50 15.00 16.00 14.50 17.00 20 Past & Present
Demonstrated
Commissent to Small
& Mironity Businesses
& Commissens forward
A Diverse Markel Place Bridge Projects 20.00 13.00 16.00 20.00 13.00 20 PROXIMITY TO PROJECT 10.00 10.00 10.00 2.00 2.00 9 PROFESSIONAL ACCOMPLISHMENTS RECORD 4.50 3.75 4.25 4.50 4.00 S ABILITY TO OBSERVE COMPLIANCE WITH PLANS 19.38 18.00 16.50 17.50 19.75 20 FINANCIAL RESPONSIBILITY 3.00 3.00 5.00 4.00 5.00 ហេ CURRENT 8.00 7.25 7.25 8.00 9.00 10 COMPETENCE 18.50 18.25 20.00 17.75 20.00 20 Hill International, Inc. Halff Associates, Inc. AE Engineering, Inc. Eisman & Russo, Inc. MAXIMUM POINTS FIRM CSI Geo, Inc.

# PARTITION VILLE HAS

# 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

March 13, 2023

TO:

Dustin Freeman, Chairman

**Professional Services Evaluation Committee** 

THRU:

Steven D. Long, Jr., P.E.

Director

FROM:

Robin G. Smith, PE

Chief, Engineering & Contruglion Management

Daryl Weinstein Thomas G. McKnight for Daryl Weinstein

**Public Works Construction Project Manager** 

SUBJECT: P-32-22 Construction Engineering and Inspection Services for Old Middleburg Road (Argyle Forest to 103rd)

The subcommittee received three (3) proposals for evaluation for the subject project and found it to be responsive, interested, qualified and available to provide the services required by the RFP.

The proposals were evaluated using the criteria outlined in the Purchasing Code as augmented by the RFP (see attached matrix).

Based on the above, the following firms listed alphabetically were determined to be the most qualified of those submitting proposals. The ranking of first, second, and third designates the order of qualification of these firms to perform the required services.

- 1. AE Engineering, Inc.
- 3. GAI Consultants, Inc.
- 2. VIA Consulting Services, Inc.

We recommend that the above list be forwarded to the Mayor for final selection.

JPP/lw

Attachment:

**Scoring Matrix** 

CC:

Lori West, Engineering and Construction Management

Evaluation Matrix

EVALUATION SCALE

EXTREMELY QUALIFIED

PROJECT NO. P-32-22

QUALIFIED		EXTREMEL	MELY QUALIFIED			PROJECT TITLE	PROJECT TITLE: CEI Services for Old Middleburg Road (Argyle Forest to	Old Middlebur	g Road (Argyle	Forest to	
FIRM	COMPETENCE	CURRENT	FINANCIAL	ABILITY TO OBSERVE COMPLIANCE WITH PLANS	ABILITY TO OBSERVE COMPLIANCE ACCOMPLISHMENTS WITH PLANS RECORD	PROXIMITY TO PROJECT	Pasi & Present Demonstrated Committeed to Small & Memory Businesses & Contibutions Toward A Driverse Market Place	ABILITY TO DESIGN AN APPROACH AND WORK PLAN	Willingness to meet Time & Budget	VOLUME OF CURRENT AND PRIOR WORK FOR USING AGENCIES	OVERALL
MAXIMUM POINTS	10	10	5	10	5	10	20	20	10	10	110
GAl Consultants, Inc.	10.00	6.50	5.00	9.00	5.00	7.00	15.00	17.00	9.00	5.00	88.50
AE Engineering, Inc.	10.00	7.50	4.00	9.63	5.00	10.00	20.00	19.00	6.75	8.00	99.68
VIA Consulting Services, Inc.	10.00	8.25	3.00	10.00	5.00	10.00	20.00	18.00	7.63	6.00	97.88
					C LINGUE		The Control				



## ONE CITY ONE JACKSONVILLE.

# City of Jacksonville, Florida

# Lenny Curry, Mayor

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

TO:

Dustin Freeman, Chairperson

**Professional Services Evaluation Committee** 

THRU

Steven D. Long, Jr., P. E.

**Director of Public Works** 

FROM:

Robin Smith, P. E., Chief

Engineering and Construction Management Division

Nikita Reed, Project Manager

Engineering and Construction Management Division

DATE:

March 14, 2023

RE:

**REQUEST FOR PROPOSALS - RFP NO. P-03-23** 

**ENGINEERING DESIGN SERVICES FOR** 

**SHINDLER DRIVE - PHASE 2** 

Please take appropriate action to issue the attached Request for Proposals (RFP) for subject professional services.

The following information is furnished as required by the Ordinance Code and Procurement Department Regulations:

- 1. The general purpose of these services is stated in the accompanying RFP.
- The objective of this request is to make available professional services as stated in the RFP.
- 3. The services shall be performed in accordance with negotiated time schedules.
- 4. The cost for these services is estimated at approximately \$1,400,000.
- 5. These services will not duplicate prior or existing work.
- 6. There are no current or prior services directly related to this request.
- 7. Coordination has been completed between the pertinent Divisions of the Department of Public Works for proper utilization of these services.
- 8. The Department of Public Works does not have the in-house capabilities to provide these services.

- A subcommittee composed of Robin Smith, P. E., Chief, Engineering and Construction Management Division, 255-8710; and Nikita Reed, Project Manager, Engineering and Construction Management Division, 255-8702, is assigned to review submittals for this RFP.
- 10. Internal Services administrative costs should be charged to Account No. PWEN011AD.
- 11. Funding will be identified at the time purchase orders are issued for these services.
- 12. All firms who have expressed an interest in furnishing Professional Engineering Services as detailed in the RFP should be mailed a notice of this RFP.
- 13. The subcommittee members assigned to this RFP have read and understand the Procurement Administrative Code dated April 2022.
- 14. Four (4) weeks is believed to be sufficient time for interested parties to respond to this RFP.

We certify the contents of this memorandum are correct and true to the best of our knowledge.

Attachment: Request for Proposals

Risk Management Approval (sent by e-mail)

EBO Approval (sent by e-mail)

cc: Lori West, Contract Specialist, Engineering Division



# <u> City of Jacksonville, Florida</u>

# 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

March 14, 2023

ONE CITY ONE JACKSONVILLE

TO:

Dustin Freeman, Chairman

Professional Services Evaluation Committee

THRU:

Steven D. Long, Jr., P.E.

Director

FROM:

Will Williams

**Director of Operations** 

Robin G. Smith, P.E.

Chief, Engineering and Construction Management

SUBJECT:

P-45-19 Prof. Engineering Svcs for Collins Road Reconstruction from Blanding Blvd to Pineverde Ln

The Engineering Division has negotiated with the consultant selected for Professional Engineering Services for Collins Road Reconstruction from Blanding Blvd to Pineverde Lane, resulting in the attached Scope of Services, Exhibit A and Contract Fee Schedule, Exhibit B. JSEB firms to be utilized to meet the 20% Participation Percentage Plans for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with Osiris 9 Consulting, LLC for Professional Engineering Services for Collins Road Reconstruction from Blanding Blvd to Pineverde Lane, that includes the attached Scope of Services identified as Exhibit "A" and Fee Schedule identified as Exhibit "B", to provide a lump sum amount for Design Services in the amount of \$1,082,913.50 and not to exceed limits for: Public Participation in the amount of \$8,400.00, Environmental/Geotechnical Services in the amount of \$230,569.56, Lighting in the amount of \$67,613.71, Survey in the amount of \$314,640.83, Bridge Design in the amount of \$329,179.07, Utility Coordination in the amount of \$24,852.69 and Permitting in the amount of \$12,177.84, with a maximum indebtedness to the City in the amount of \$2,103,819.40 and with an expiration date of Project Completion. All other terms and conditions are as provided in the RFP and the City's standard contract language.

Funding for this project should be encumbered as follows:

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Fullding for the profession	TOTAL
ACCOUNTS:	\$2,103,819.40
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RGS/IW

Attachment:

Exhibits A & B

**JSEB Participation** 

CC:

Lori West, Engineering and Construction Management

# SCOPE OF SERVICES

# FOR ENGINEERING SERVICES FOR FINAL DESIGN

# COLLINS ROAD WIDENING FROM BLANDING BOULEVARD TO PINEVERDE LANE

# CITY OF JACKSONVILLE, FLORIDA

# I. SCOPE OF PROJECT

- A. The intent of the project is to furnish final design services for the Collins Road Widening Project in accordance with recommendations by the City of Jacksonville (City).
- B. The project area consists of approximately 1.2 miles of Collins Road bounded by Blanding Boulevard to the West and Pineverde Lane to the east in Jacksonville, Florida, plus additional areas beyond the Collins Road right-of-way for stormwater ponds and additional required improvements.
- C. It is intended that Consultant's services will result in all drawings, specifications, permits, and other documents needed for the City to acquire necessary right-of-way, adjust utilities, seek bids, and contract for construction of the project.
- D. Consultant's services on the project shall be in two (2) phases, (1) Final Design, and (2) Post Design, with separate negotiation and fee for each phase. This agreement is for the Final Design. Post Design services will be negotiated at a later date.
- E. Work during the design phase will concentrate, in order, on:
  - Prepare Preliminary Design which includes Data Collection, Bridge Hydraulic Report, Preliminary 30% Plans and Pond Siting Report.
  - Prepare presentation materials and assist the City in presenting the proposed work at a
    Town Meeting and respond to any concerns related to the project. Graphics to be included
    on COJ Website.
  - 3. Prepare final design and construction plans, specifications, opinion of probable cost, quantity calculations, and other issues related to the construction of this project.
  - Assist the City in acquiring permits that will be required to accomplish construction of the project.

# II. FINAL DESIGN SERVICES

# A. Preliminary Design:

Data Collection

- Survey Control and Preliminary Topographic Survey
- Preliminary Geotechnical Services
- Preliminary Environmental Assessments Wetland Services

Consultant shall prepare 30% complete construction plans and preliminary 3D design files. An updated Opinion of Probable Construction Cost (OPCC) will be prepared.

Pond Siting shall include a minimum of 3 alternative treatment options in each of the two basins to

satisfy ERP permitting requirements for treatment and attenuation. A pre-application meeting with the SJRWMD shall be included to verify acceptance of the preferred pond site. Prepare Pond Siting Report to determine the type and sizing and location of stormwater treatment facilities and associated costs.

Bridge Hydraulic Report will be prepared to determine low member requirements for bridge design, scour requirements and flood elevations.

## B. Final Design:

The consultant shall, based on the approved preliminary drawings, prepare for incorporation in the Contract Documents detailed construction drawings, 3D design files and specifications to show the work to be performed by contractors on the Project. Drawings with OPCCs and supporting documents will be submitted for review and approved by the City at 60%, 90%, and 100% completion stages. Any changes, refinements, or modifications, which may be required after each review, shall be completed by the Consultant and submitted to the City for approval at the next completion stage. Additionally, the consultant will provide the City with all necessary specialty services including but not limited to:

- Final Topographic Survey
- Topographic Pond Surveys
- Subsurface Utility Exploration
- Geotechnical Services
- Environmental Assessments Wetland Services

The Consultant shall advise the City of any adjustment of the opinion of probable cost for the Project caused by changes in scope, design requirements, construction costs or other matters and furnish a revised opinion of probable cost for the Project based on such.

The Consultant will prepare plans and permit applications related to all required permits. The Consultant will assist the City in negotiations and communications required during the processing of these permits.

# III. PROJECT REQUIREMENTS

### A. Design Requirements:

- Drainage recommendations shall be based on the City Standard Specifications and Details, the Land Development Procedures Manual, the Master Stormwater Management Plan and the regulations and policies of applicable permitting agencies.
- 2. Any roadway designed as part of this drainage project shall be based on the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida", Latest Edition; the current edition of the "City Standards" and the "Land Development Procedures Manual"; Florida Department of Transportation Roadway and Traffic Standards; and the American Association of State Highway and Transportation Officials Policies and Guidelines. All roadway designs and roadway impacts due to construction shall include maintenance of traffic (MOT) design and plans for all phases of construction.
- 3. The Consultant shall include utility adjustment plans which show the anticipated adjustments and relocations of existing or future facilities which may be owned or operated by JEA, AT&T, Comcast, Teco/Peoples Gas System or other public and private utilities. Adjustments and relocations will be defined by each of the respective utilities and shall be provided to the Consultant to be included in the utility adjustment plans.

- 4. The Design shall include a full consideration of the provisions of Part 12 of the Zoning code (Landscape and Tree Protection). A tree survey will be necessary to comply with same. The Final design shall provide for retaining existing trees to the maximum practical extent, as well as protecting them during construction.
- These services shall include additional survey for design, determining need for right- of-way and/or easements; preparing legal descriptions for all required land acquisitions.
- 6. The Consultant shall design and prepare contract documents for the construction of the project to include outfalls, drainage ponds, and sedimentation and erosion control. These improvements shall be designed to minimize, as much as possible, both right- of-way and easement acquisition and impacts to protected trees and wetlands beyond those indicated in the Conceptual Design Plans.
- 7. The Consultant shall attend and assist in two Public Information Meetings. The first prior to 60% plans and the second prior to construction, if requested by the Project Manager. Materials required for this meeting shall be limited to four (4) foam board mounted drawings (no larger than 24"x36") printed in color and two (2) color handouts (no larger than 11"x17"). Public involvement plan may be modified in response to COVID 19 procedures.
- 8. The Consultant shall participate in a project walk-through after submitting the 60% Plan review.
- The Consultant shall attend and assist in one Pre-Construction Public Information Meeting (Post Design Activity).

# B. Project Specific Requirements:

- Baseline Control The Consultant shall establish control lines relative to the existing right-ofway, with all ground control points referenced to State Plane Coordinates, NAD83 for future use.
- Bench Levels Vertical control for the project will originate from existing benchmarks and will loop through the project, with a minimum of 5 benchmarks established. Benchmarks will also be referenced to facilitate re-establishment at a future date. Vertical control to be referenced to NAVD88.
- 3. Topography The Consultant shall acquire additional topography as required throughout the project length. All buildings within 50 feet of the proposed right-of- way lines shall be located and shown along with street addresses, existing topographic data within 25 feet beyond the proposed right-of-way including, but not limited to, trees, fences, wells, drainage structures, walls or other fixed structures, and other appurtenances which may affect the design of the project.
- 4. Mapping On site mapping will be produced on plan sheets at a scale of 1 inch= 20 feet, including side street information. Begin mapping at Blanding Blvd. and Collins Road, continue along Collins Road to the intersection with Corky Lane. Recover and establish existing Right of Way along the entire corridor. No title work will be done.
- Legal Descriptions of taking (per ownership) shall be provided for all right-of-way takings and easements. A maximum of thirty-five (35) Legal Descriptions are anticipated.

# 6. Subsurface Utility Locates

- a. Designate underground utilities within project limits (Begin east curb line of Blanding Boulevard and ending just east of Pineverde Lane)
- We anticipate to find 6 known and 1 unknown subsurface utility along the project corridor.
   Total utility designates 36,960 feet/3,000 feet of designate per day

- c. Provide locates at identified conflicts within the project limits
- d. Provide soft digs as requested by engineer
- e. Provide 4 signal clearance holes
- f. Provide survey information for utility designates and locates
- g. utility research and coordination
- 7. Geotechnical The objective of geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions within the project limits and at all required off-site locations such as pond sites for the proposed construction. In addition to geotechnical exploration, design parameters are required for bridge design and wall design.

#### a. FIELD SERVICES

- 1. <u>Bridge</u>: Perform two, land-based, 125-foot deep SPT borings in support of the proposed bridge widening/reconstruction. It is anticipated that these borings will be performed at the proposed end bent locations, one at the proposed End Bent 1 and one at the proposed End Bent 4 locations.
  - a. Continuous sampling will be performed in the upper 10 feet of the borings, at which depth sampling will be performed on 2½-foot intervals to the boring termination depths.
  - b. Undisturbed samples are anticipated to be needed to obtain samples of the underlying peat for subsequent laboratory (consolidation) testing. A total of two undisturbed samples are anticipated, one for each bridge boring. A <u>fixed piston sampler</u> is requested to obtain the <u>undisturbed peat samples</u>.
  - c. Obtain three corrosion samples total for subsequent laboratory (corrosion series) testing. Two of the corrosion samples will be soil samples obtained from the bridge SPT borings (one corrosion sample per boring) and one will be a water sample obtained from the Ortega River.
  - d. Field estimate the seasonal high groundwater level at each boring location.
  - e. Obtain the encountered groundwater level at the time of drilling and the 24-hour groundwater level at each boring location.
- 2. MSE Walls: Perform four, 40-foot deep SPT borings in support of the proposed retaining wall construction. It is anticipated that two borings will be performed along each of the proposed bridge approach locations, where the anticipated wrap-around walls will be constructed.
  - a. Continuous sampling will be performed in the upper 10 feet of the borings, at which depth standard sampling will be performed to the boring termination depths.
  - b. Undisturbed samples are anticipated to be needed to obtain samples of the underlying peat for subsequent laboratory (consolidation and triaxial) testing. A total of four undisturbed samples are anticipated, one for each MSE Wall boring. A fixed piston sampler is requested to obtain the undisturbed peat samples.
  - Obtain four corrosion samples total for subsequent laboratory (corrosion series) testing. All four corrosion samples will be soil samples obtained from the MSE Wall SPT borings (one corrosion sample per boring).
  - d. Field estimate the seasonal high groundwater level at each boring location.

- e. Obtain the encountered groundwater level at the time of drilling and the 24-hour groundwater level at each boring location.
- 3. <u>Pond:</u> Perform four, 20-foot deep SPT borings in support of the proposed 2-acre pond construction (two borings per acre).
  - a. Continuous sampling will be performed on 2-foot intervals to the boring termination depths.
  - b. Field estimate the seasonal high groundwater level at each boring location.
  - c. Obtain the encountered groundwater level at the time of drilling and the 24-hour groundwater level at each boring location.
- 4. Roadway: Perform 30, 20-foot deep SPT borings in support of the proposed roadway alignment reconstruction. These borings will also be used for subsequent analysis of temporary walls that will be used for MOT and during phase construction.
  - a. Continuous sampling will be performed in the upper 10 feet of the borings, at which depth standard sampling will be performed to the boring termination depths.
  - b. Undisturbed samples are anticipated to be needed to obtain samples of the underlying peat for subsequent laboratory (consolidation and triaxial) testing. A total of 20 undisturbed samples are anticipated. A <u>fixed piston sampler</u> is requested to obtain the undisturbed peat samples.
  - c. Obtain three corrosion samples total for subsequent laboratory (corrosion series) testing.
  - d. Obtain two bulk samples for possible subsequent LBR testing.
  - e. Field estimate the seasonal high groundwater level at each boring location.
  - f. Obtain the encountered groundwater level at the time of drilling and the 24-hour groundwater level at each boring location.
- 5. <u>Muck Delineation Borings</u>: Perform up to 10, 7-foot deep muck delineation auger borings. Sampling on 1-foot intervals.
- 6. Muck Probes: Anticipate up to 2 days-worth of muck probes may be needed.
- LABORATORY SERVICES Laboratory testing to be performed in accordance with Florida Method procedures.
  - Bridge: Anticipate 12 water content tests, 12 fines content (percent passing the no. 200 sieve) tests, 7 Atterberg limits (plasticity) tests, 4 organic content (organic loss on ignition) tests, 2 consolidation tests (from the undisturbed samples), 2 natural density tests (from the undisturbed samples), 2 specific gravity tests (from the undisturbed samples), and 3 corrosion series (pH, electrical resistivity, chloride content, and sulfate content) tests.
  - 2. MSE Walls: Anticipate 12 water content tests, 12 fines content (percent passing the no. 200 sieve) tests, 8 Atterberg limits (plasticity) tests, 8 organic content (organic loss on ignition) tests, 2 consolidation tests and 2 triaxial tests (from the undisturbed samples), 4 natural density tests (from the undisturbed samples), 4 specific gravity tests (from the undisturbed samples), and 3 corrosion series (pH, electrical resistivity, chloride content, and sulfate content) tests.
  - 3. Pond: Anticipate 4 water content tests, 4 grain size distribution tests, 2 Atterberg limits (plasticity) tests, 2 organic content (organic loss on ignition) tests, and 2 corrosion series (pH, electrical resistivity, chloride content, and sulfate content) tests.

- 4. Roadway: Anticipate 50 water content tests, 30 grain size distribution tests, 10 fines content (percent passing the no. 200 sieve) tests, 25 Atterberg limits (plasticity) tests, 25 organic content (organic loss on ignition) tests, 5 consolidation tests and 5 triaxial tests (from the undisturbed samples), 10 natural density tests (from the undisturbed samples), 10 specific gravity tests (from the undisturbed samples), and 3 corrosion series (pH, electrical resistivity, chloride content, and sulfate content) tests.
- Muck Delineation: Anticipate 10 water content tests and 10 organic content (organic loss on ignition) tests.

# **ENGINEERING SERVICES**

- 1. Soil classification of the borings outlined in the Field Services section of this scope.
- Laboratory assignment of selected samples from the borings outlined in the Field Services section of this scope.
- 3. Preparation of the borings for drafting assignment (CADD/Designer).
- Review of laboratory results and data reduction. Includes time for tabulation of laboratory data and inclusion onto boring sheets.
- Preparation of electronic files for roadway and pond cross sections.
- 6. Delineate limits of unsuitable material.
- 7. Review of cross sections.
- 8. Preparation of Soil Survey, Auger Boring, and SPT Boring sheets for inclusion in Plans set.
- 9. Perform analysis pertaining to:
  - a. Bridge foundations (axial, downdrag, and group settlement)
  - b. MSE Walls (external and global stability analysis, settlement)
  - Temporary retaining walls possible wire face walls, sheet pile walls, or both (external and global stability analysis, settlement)
  - d. Embankment global stability and settlement (the existing roadway alignment/embankment is believed to be about 7 to 9 feet above the existing flood plain and the proposed embankment reconstruction may be elevated an additional 18 to 24 inches)
  - e. Ground improvement options (peat concerns)
- 10. Provide parameters pertaining to:
  - a. Pile Data Table preparation (to be performed by others)
  - b. Lateral load analysis (FB-MultiPier parameters analysis to be performed by others)
  - c. MSE Walls General Notes Sheets preparation (to be performed by others)
  - d. Wire face and sheet pile walls (temporary retaining walls MOT and phase construction), includes General Notes Sheets preparation (to be performed by others)
  - e. Ground improvement options (design to be performed by others)
- Report preparation and submittal. Anticipate submitting a preliminary and final report for each of the three components - Roadway and Pond, Bridge, and MSE and Temporary Walls.

12. PM and Engineering time associated with attending meetings, responding to review comments, coordination of field and laboratory effort between our firms (CSI Geo and Wood), meeting with drill crew on site, and correspondence with Design Team.

# C. Project Submittal Requirements:

- 1. Preliminary Design (30% Design Submittal): Up to five (5) sets of half-size (11" x 17") preliminary drawings, and one (1) CD or flash drive of PDF plan sets shall be furnished to addressees stipulated by the Project Manager at the completion of this phase. These drawings shall be marked up by the agencies involved and returned for inclusion in follow-on design work. Each agency's mark- up shall be returned with the next design submittal, showing the Consultant's response to each agency comment. Documents shall include the following items, as a minimum in addition to preliminary 3D design:
  - a. Key Sheet including location map with beginning, ending and any required equation stations, north arrow and scale.
  - b. Typical Sections for the proposed roadway improvements depicting all required dimensions and pavement design.
  - c. General Notes required for construction
  - d. Drainage map(s) showing existing elevations, contours, major structures with high water information, and drainage areas with direction of flow indicated.
  - e. Plan and profile sheets showing existing topography, reference points, baseline of surveys, curve data, begin/end and required equation stations, existing and proposed roadway and existing City-owned water and sewer facilities; also benchmark datum, existing ground line and preliminary proposed profile grade, anticipated subsoil and profile and location of water table.
  - f. Cross-sections showing existing ground line with preliminary template shown at critical locations such as driveways and at a minimum of every 50 feet. The soil boring logs shall be shown on the appropriate cross-sections.
  - g. Preliminary survey of protected trees and proposed tree removal.
  - h. Preliminary results of the drainage analysis of the outfalls indicating the probable extent of any downstream improvements required. (Include plan and profile of outfalls).
  - i. Preliminary Signalization Sheets showing proposed location for mast arms.
  - Temporary Traffic Control Plans (TTCP) phasing typical cross sections depicting the major phases of construction including traffic shifts, lane widths and temporary asphalt.
  - k. The geotechnical report giving the results of the exploratory borings and providing recommendations for earthwork, culvert, and paving construction.
  - A list of all permits that will be necessary to construct the project.
  - m. Preliminary Opinion of Probable Cost.
  - 2. Utility Coordination: During this work, the Consultant will be expected to furnish up-to-date electronic copies of plan drawings at the earliest possible time to assist utilities in locating their facilities for the purpose of resolving conflicts with the construction. The Consultant will attend two (2) Utility Coordination Meetings at 60% and 90% design as scheduled by the Project Manager. The Consultant will include utility adjustment on the plan sheets and assist in preparation of utility relocation schedules.

- 3. Final Design: Up to five (5) sets of half-size (11" x 17") drawings, one (1) CD or flash drive of drawings shall be furnished to the Project Manager at the 60%, 90% and 100% completion points. These drawings will be marked-up by the agencies involved and returned for inclusion in follow-on design work. Each agency's mark-up shall be returned with the next design submittal, showing the Consultant's response to each agency comment. At the 60% completion point, the plans shall include the following items, as a minimum, in addition to the preliminary design:
  - a. Key Sheet including location map with beginning, ending and any required equation stations, north arrow and scale.
  - Typical Sections for the proposed roadway improvements depicting all required dimensions and pavement design.
  - General Notes required for construction
  - d. Summary of quantities for sidewalk, guardrail, curb & gutter, asphalt, base, stabilization, earthwork, gravity wall.
  - e. Drainage map and drainage structures showing stationing, final profile and ditch grades, type and placement of drainage structures.
  - f. Plan and profile sheets showing existing topography, reference points, baseline of surveys, curve data, begin/end and required equation stations, existing and proposed roadway and existing City-owned water and sewer facilities; also benchmark datum, existing ground line and preliminary proposed profile grade, anticipated subsoil and profile and location of water table.
  - g. Complete cross sections showing existing and proposed construction with existing and proposed rights-of-way and easements shown, template shown on all sections.
  - Drainage structure cross sections depicting each structure with applicable elevations, utilities and details.
  - Pond Geometry sheet depicting all baselines and callouts to construct the stormwater treatment facility. Pond typical sections, pipes and outfall systems are also included.
  - j. Control Structure Details
  - k. TTCP plan for each of 3 phases of construction including traffic shifts, lane widths and temporary asphalt, temporary critical walls, temporary signalization, cross sections at key locations and general notes to the contractor.
  - Utility adjustment plans sheets depicting all existing utilities and all proposed and relocated utilities.
  - m. Signing and Marking Sheets to depict all pavement marking and signage required.
  - n. The signalized intersection at Ortega Bluff Parkway/Whispering Pines Drive) will require a complete rebuild due to the proposed roadway typical section. Complete signalization plans depicting locations of all mast arms, signal heads, control cabinets, service point locations, pedestrian signalization and required wiring. The signalization plans will include:
    - Key Sheet
    - Tabulation of Quantities
    - General Notes/Pay Item notes
    - Pole Data, Legend and Criteria
    - · Service Point Details

- Plan Sheets
- Structural Details for signal mast arms
- o. Lighting analysis and lighting plans will be in accordance with all applicable JEA manuals, guidelines, standards, and handbooks. Coordination will be done to determine in the existing power poles will remain and if new light poles will be needed thought out the project limits. The Design will include Bridge Mounted Lighting on the proposed bridge structure in accordance with JEA Plates. Will coordinate with JEA for fixture type, height size and arm length. Will provide lighting specifications and design report for final lighting design criteria. The set of lighting plans will include:
  - Key Sheet
  - Tabulation of Quantities
  - General Notes/Pay Item notes
  - Pole Data, Legend and Criteria
  - Service Point Details
  - Plan Sheets
  - Special Details
- p. Final survey of protected trees and proposed tree removal.
- q. Landscaping plans and/or mitigation planting plans to ensure compliance with City ordinances.
- r. Bridge plans to include the following:
  - Bridge Plan & Elevation Design
  - · Bridge Foundation Design
  - Bridge Superstructure Design and Details
  - Bridge Substructure Design and Details
  - Bridge Typical Section
  - Bridge Construction Phasing Sections and Details
  - Bridge Load Rating
  - Permanent Wall Design
  - Temporary Critical Wall Design
- s. Three (3) sets of draft specifications, to include the bidding documents (typed, double spaced) for the Contract shall be furnished to the Project Manager at the 90% and 100% points for review comments. The specifications shall include Divisions I, II, III and IV of the City Standard Contract Documents with the individual sections modified as necessary for the project. Format, pagination and division shall conform to the City Standard Specifications in these aspects.
- t. Following acceptance of the 100% completion set, up to five (5) sets of half-size (11" x 17") drawings, one (1) CD or flash drive, and five (5) sets of specifications for construction shall be furnished to the City for bidding, bound and ready for distribution. The City will advertise, receive and open bids, and write and award the construction contract(s).
- Opinions of Probable Construction Cost (OPCCs): OPCCs will be furnished at the 30%, 60% and 90% completion points, with two copies to the Project Manager. At the 100% completion

- point, a final opinion of probable cost will be furnished to the Project Manager, using the bidding documents incorporated in the specifications.
- Quantity Calculations: Two sets of the consultant's quantity calculations shall be furnished along with the 90% and 100% review documents. Calculations shall be provided for all pay 5. items on the bid form. Three bound, signed and sealed sets of the final quantity calculations shall be submitted with the bid documents.
- Design Reviews: The Consultant, when submitting drawings at the 30%, 60%, 90% and 100% completion points, will allow up to four (4) weeks review time for each submittal and, if 6. requested, will attend and prepare meeting minutes of a review conference at the end of the period to discuss the agency comments. Consultant shall attend an on-site walk through of the project site. Any changes, refinements, or modifications developed in each review shall be incorporated into the design or otherwise disposed of before proceeding to follow-on design work. Each agency's markup shall be returned with the next follow-on submittal, showing the Consultant's response to the agency comments.

#### Permitting Requirements: D.

- With the Preliminary Design stage submittal (30%), the Consultant shall provide the City with a list of permits that will need to be acquired to construct the project. 1.
- The Consultant shall take minutes/notes of meetings with the permitting agencies. These notes 2. shall be transcribed and furnished to the Project Manager.
- The Consultant shall keep a log of permit activities performed by his firm and 3. subconsultants for review by the City.
- The Consultant shall prepare all supporting documentation for permits and furnish to Project 4. Manager.
- In addition to all other required permits, the Consultant shall coordinate proposed protection and removal of any trees with the Building and Zoning Inspection Division pursuant to Part 12 of the 5. Zoning Code, and prepare drawings, specifications, applications for permits and other documents required to comply with such Ordinance. Furthermore, the Consultant may be required to design landscaping and/or mitigation planting plans to ensure compliance with such Ordinance.
- The Consultant shall support the City during the permitting process. Such services 6.
- Shall include, but not be limited to, assisting with up to two (2) responses to requests for Additional Information, attendance at one (1) pre-application meeting per permit and one (1) 7. review meeting, modification to Permit Application and documents, review and modification of design drawings to meet permit conditions. Unless otherwise provided in the Agreement between the City and Consultant, all the Consultant's services, except those services associated with off-site mitigation requirements, that are required (on the date of the Consultant's Contract) in acquiring and furnishing permits, are included in the lump sum fee for Final Design. Submittals to the SJRWMD will be electronic (no hard copy sets).
- Should modifications of the permits or Requests for Additional Information be required for reasons beyond the Consultant's control, a fee for the modification or services will be negotiated 8. at that time, if the services are required by the City. Permit applications that are anticipated to be required for this project include, but are not limited to, the following:

SJRWMD Environmental Resource permit

U.S. Army Corps of Engineers Wetland Resource permit

- City of Jacksonville Development Services (10-Set) permit
- City of Jacksonville Site Work permit
- City of Jacksonville Right-of-Way permit
- NPDES Construction permit (Notices of Intent) EPA and FDEP

#### E. Post Design Services (Not included in this contract)

These services may include construction assistance, review of shop drawings, or other post design services as required. These services are intended to address changed conditions that occur following acceptance of plans. The Consultant shall provide to the City additional services as required to satisfactorily complete construction. These services are intended to deal with changed conditions or services not covered in the original plan set and are not intended to cover or apply to Consultant errors and/or omissions.

- 1. The Consultant will be responsible for the review of construction shop drawings. Upon completion of review, the Consultant shall submit the final shop drawings to the City for review together with recommendations regarding final acceptance.
- 2. The Consultant shall provide to the City qualified representation during the construction phase to deal with issues concerning the intent and interpretation of the construction contract plans and documents. Should changed conditions be encountered in the field and when requested by the City, the Consultant shall respond in a timely manner with suitable engineering solutions that take into account the changed conditions. The Consultant shall respond to up to 10 RFIs and up to 2 change order requests.
- 3. Two (2) on-site appearances of the Consultant shall be made during construction at the written request of the City or its designated representative. From time to time during construction the Consultant may be requested by the City or its designated representative to review contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. The Consultant shall respond to up to 2 such requests. The Consultant shall attend the on-site Final Walk Through upon completion of construction.
- 4. Fees for the services listed in this section shall be compensated on an hourly basis, up to the limiting amount provided in the fee proposal approved with this scope. These fees may be assessed following the issuance of notice to proceed to the contractor selected for the construction of the plans provided by the Consultant as part of this scope of services.

#### F. Additional Requirements:

- 1. Plans shall be standard 11" X 17" sheets to facilitate half-size printing which is acceptable at the 30%, 60%, 90% and 100% submittals.
- The Consultant shall be required to submit only one (1) CD-ROM disc or Flash Drive containing all
  electronic files used to produce the Final Design Plans. The Consultant shall not have the
  responsibility for additional distribution of electronic files to third parties without additional
  compensation.
- 3. Specifications shall be on standard 8" x 11" paper.
- 5. The City shall be the Owner of the final documents.
- The Consultant shall take notes of all design/review meetings held with City agencies. These
  notes shall be transcribed and furnished to the Project Manager for concurrence as soon as
  practical after the date of the meeting.
- 7. The Consultant shall assist the City concerning interpretation of the intent of the contract documents during the bidding/negotiation period by attending one (1) pre- bid meeting

- scheduled by the City, answering bidder inquiries and preparing up to one (1) addendum. The Consultant shall attend one (1) pre-construction meeting scheduled by the City.
- 8. The Consultant shall assist the City concerning interpretation of the intent of the contract documents during the construction phase, should the City elect not to retain the Consultant for Contract Administration Services. It is intended that this work will only be required when the City's Contract Administration personnel are unable to answer questions regarding the plans and specifications.

#### IV. TIME SCHEDULE

- A. Preliminary Data Collection including Preliminary Survey, Preliminary Geotechnical Exploration are completed 90 days from date of Notice to Proceed.
- B. 30% Review submittal 90 days from date of survey completion.
- C. Pond Siting Report shall be complete 45 days from the 30% Design Documents.
- D. 60% Roadway Review submittal and 30% Bridge Submittal 120 days from submittal of the 30% Design Documents.
- E. Right-of-way mapping completion is expected 6 months following the 60% submittal.
- F. Right-of-way acquisition duration is expected for 24 months following Right-of-Way Mapping.
- G. ERP Permitting submittal 60 days from submittal of the 60% Design Documents.
- H. 90% Roadway Review submittal and 60% Bridge Submittal 120 days from submittal of the 60% Design Documents.
- I. Permitting information to City 10 days after the 90% design submittal.
- J. 100% Review submittal 90 days after submittal of the 90% Design Documents.
- K. It is anticipated that all permits will be acquired during the 90 days after the 90% design submittal.
- L. The total time allowed for the active design and permitting of this project shall be 24 months from the Notice to Proceed.

#### V. PROGRESS REPORTING

The Design Consultant will provide a schedule for all activities anticipated as part of this Design. The Design Consultant will submit an updated schedule and progress report on a monthly basis to the Project Manager. This schedule and progress report will accompany and support the Consultant's Invoice. In those instances where no invoice will be submitted, the updated schedule will still be required. In the event of unforeseen delays, the Consultant will attempt to minimize these delays and report on actions taken to maintain the original schedule. Any changes made to the schedule will be explained. Significant activities for the past month and projected activities for the next month will be highlighted. Any support requests or issues will be identified with recommendations from the Consultant.

#### VI. NOTICE TO PROCEED

No work on this project shall be performed until a contract has been executed and a Notice to Proceed is issued which specifically authorizes such work.

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

CITY			WILLE, FLORIS	DA			
		PART I - C	SENERAL	I .			4
1. Project				2.	Proposal No.		
Collins Road Widening from Blandi	ng E	llvd to Pine	verde Ln		P-45-19 /	- 11	RD
Orignal Contract				-	Date of Propo	•	
3. Name of Consultant							
Osiris 9 Consulting					March 13, 2023	<u> </u>	
PART II - LABOR RI	ELAT	ED COSTS					
5. Direct Labor (Limiting Amount)		Hourly	Estimated		Estimated		
,		Rate	Hours		Cost		TOTAL
Principal Engineer	\$	104.00	270	\$	28,080.00		
Project Manager	\$	90.00	729	\$	65,610.00		
Senior Engineer	\$	78.50	1,589	\$	124,736.50		
Senior Designer	\$	63.00	474	\$	29,862.00		
GIS Specialist	\$	43.00	51	\$	2,193.00		
Design Engineer	\$	47.50	1,036	\$	49,210.00		
Designer	\$	32.00	678	\$	21,696.00		
Design Intern	\$	16.00	423	\$	6,768.00		000 455 50
TOTAL DIRECT LABOR	\$_	64.22	5,110			\$	328,155.50
6. Overhead (Combined Fringe Ben	efit	& Adminis	trative)				050 044 00
Overhead Rate		200.00	% x Total Dire	ect La	рог	\$	656,311.00
7. SUBTOTAL: Labor + Overhead			)		100/	\$	984,466.50
8. PROFIT: Labor Related Cost				Х	10%	\$_	98,447.00
PART I	11 - 1	OTHER CO	STS				
9. Miscellaneous Direct Costs (Lun	ıp Sı	ım)					
Printing				\$	2,960.00		
Transportation & Shipping	J			\$	599.20		
MISCELLANEOUS DIRECT COS	TS S	SUB-TOTAL				\$	3,559.20
10. SUBCONTRACTS (Lump Sum)					·		
10. 00B001(11010 (20mp 0 mm)				\$			
LUMP SUM SUB-CONTRACT SUI	2.TO	TAI				\$	-
	5-10	TAL				\$	1,082,913.50
TOTAL LUMP SUM SERVICES  11. REIMBURSABLE/NOT TO EXCEE	0.01	IDCONTRA	CT & CONSULT	ANT I	EXPENSES	<u> </u>	
11. REIMBURSABLE/NOT TO EXCEE	D QU	Soine Evhibi	te Mailings Etc	) \$	8,400.00	ı	
- O9 Public Participation Costs (Ad	veru	ising, Exhibi	is, Mailings, Lic.	., Ψ	0,400.00		
Subcontracts	_:			\$	230,569.56	1	
- CSI Geo, Inc. (Geo Testing & De	sign	)		6	29,913.00		
- Landwise Design, Inc. (LA)				Φ.	67,613.71		
- Peters & Yaffee (Lighting)				\$ \$			
- Smith Surveying (Survey & SUE	& Ma	apping)		<b>Φ</b>	329,179.07		
- STV, Inc, (Bridge Design)				\$ \$			
- T2 Utility Engineers (Utility Coord	oinati	ion)		э \$			
- LG2 (Wetland Permitting)	(E.C.)		0 EVENUES	<u> </u>	12,177.04	\$	1,017,346.70
SUB-TOTAL REIMBURSABLE SI	JBC(	UNIKACIS	& EXPENSES			1 4	1,017,040.70
		- SUMMA		- \		\$	2,103,819.40
TOTAL AMOUNT OF CONTRACT (	Lum	Sum Plus	s Reimbursables	S)		*	2,103,013.40
(Items 5, 6, 8, 9, 10, and 11)						+-	N.A.
12. TOTAL PRIOR CONTRACT AMO	UNT					$\perp$	N.A.
TOTAL AMENDED CONTRACT AMOU						\$	2,103,819.40
TIOTAL MINEUPED COULLAGE MINOR	-141					_	



Florida Department of Transportation

**RON DESANTIS** GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

June 23, 2022

Imran Ghani, President OSIRIS 9 CONSULTING, LLC 10199 Southside Boulevard, Suite 104 Jacksonville, Florida 32256

Dear Mr. Ghani:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

prequalification prequalify you	r firm for the following types of work:
Group 2	- Project Development and Environmental (PD&E) Studies
Group 3	- Highway Design - Roadway
3.1 3.2 3.3	<ul><li>Minor Highway Design</li><li>Major Highway Design</li><li>Controlled Access Highway Design</li></ul>
Group 6	-Traffic Engineering and Operations Studies
6.1 6.2 6.3.1 6.3.2 6.3.3	- Intelligent Transportation Systems Analysis and Design - Intelligent Transportation Systems Implementation - Intelligent Transportation Traffic Engineering Systems Communications
Group 7	- Traffic Operations Design
7.1 7.2 7.3	- Lighting
Group 13	- Planning
13.3 13.4	- Policy Planning - Systems Planning

- 13.5 Subarea/Corridor Planning 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/ Branch	Facilities Capital Cost	Premium Overtime	Reimburse Actual	Home Direct
Overhead	of Money		Expenses	Expense
200.00%	0.131%	Reimbursed	No	2.91%_

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,

Lackings Kell

Carliayn Kell

**Professional Services** 

Qualification Administrator

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

	D	APT I - (	GENERAL	_				
1. Project		·		2. 1	Proposal No.	/ Co	ntract No.	
Collins Road Reconstruction from Blan	ding	Blvd to P	ineverde Ln		P-45-19			
3. Name of Subconsultant	sal							
CSI Geo, Inc.								
PART								
5. Direct Labor (Reimbursable)		Hourly	Estimated		Estimated			
		Rate	Hours		Cost		TOTAL	
Project Manager	\$	74.50	2	\$	149.00			
Senior Geotechnical Engineer	\$	73.41	5	\$	367.05			
Staff Engineer	\$	51.50	5	\$	257.50			
CADD/Computer Technician	\$	38.50	11	\$	423.50			
Geotechnical Technician	\$	35.00	77	\$	2,695.00			
Secretary/Clerical	\$	24.75	5	\$	123.75			
- Constany/ Cicriodi	*	0		Ť				
TOTAL DIDCOT LADOR	\$	38.25	105			\$	4,015.80	
TOTAL DIRECT LABOR						Ψ	4,015.00	
6. Overhead (Combined Fringe Be	nen	104.94	inistrative;	root	Lobor	e	7,824.38	
Overhead Rate			% x Total Di	rect	Labor	\$		
7. SUBTOTAL: Labor + Overhead	_				4004	\$	11,840.18	
8. PROFIT: Labor Related Co.		·	×		10%	\$	1,184.02	
PART III			STS					
9. Miscellaneous Direct Costs (Lu	mp	Sum)			-14			
Printing				\$	0.00			
Transportation & Shipping				\$	0.00			
MISCELLANEOUS DIRECT CO						\$	•	
10. REIMBURSABLE COSTS (Limi	iting	Amount	)	•				
				\$				
				\$				
				\$				
SUB-CONTRACT SUB-TOTAL (						\$	•	
11. SUBCONTRACTS (Reimbursab	le/N	ot to Exce	eed)	_				
Geotechnical Investigation				\$	107,109.00			
				\$				
				\$				
SUB-TOTAL REIMBURSABLES	\$	107,109.00						
	V -	SUMMAR	RY		<del></del>			
TOTAL AMOUNT OF CONTRACT	_			ables	s)	\$	120,133.20	
(Items 5, 6, 8, 9, 10, and 11)	,				,			
12. TOTAL PRIOR CONTRACT AMO	DUN	Т					N.A.	
TOTAL AMENDED CONTRACT AMO	UN	Г					N.A.	
		-						



#### Geotechnical Fee Estimate

## Collins Road Reconstruction from Blanding Boulevard to Pineverde Lane

#### P-45-19

#### **Duval County, Florida**

2394 St. Johns Bluff Road, Ste 200 Jacksonville, Florida 32246 tel (904) 641-1993 fax (904) 645-0057

		Number		Estimated
Geotechnical Item	Unit	of Units	Cost / Unit	Cost
Field Investigation (CSI Geo)				
Crew & Equipment Mobilization / Demobilization:				
ATV Mobilization	ea.	2	\$800.00 /ea.	\$1,600.00
Truck Rig Mobilization	ea.	1	\$570.00 /ea.	\$570.00
Bridge				
2 Standard Penetration Test (SPT) Borings @ 125' ea.				
0.0 - 50.0'	lin. ft.	100	\$15.00 /lin. ft.	\$1,500.00
51.0' - 100.0'	lin. ft.	100	\$17.00 /lin. ft.	\$1,700.00
101.0' - 150.0'	lin. ft.	50	\$23.00 /lin. ft.	\$1,150.00
Extra Split Spoon Sample (Bridge Borings @ 2.5' centers)				
0.0 - 50.0'	ea.	16	\$40.00 /ea.	\$640.00
51.0' - 100.0'	ea.	20	\$45.00 /ea.	\$900.00
101.0' - 150.0'	ea.	10	\$50.00 /ea.	\$500.00
4" Casing to Stabilize Borehole				
0.0 - 50.0'	lin. ft.	100	\$10.50 /lin. ft.	\$1,050.00
51.0' - 100.0'	lin. ft.	100	\$12.00 /lin. ft.	\$1,200.00
Grouting the Borehole				
0.0 - 50.0'	lin. ft.	100	\$7.00 /lin. ft.	\$700.00
51.0' - 100.0'	lin. ft.	100	\$8.00 /lin. ft.	\$800.00
101.0' - 150.0'	lin. ft.	50	\$9.00 /lin. ft.	\$450.00
Undisturbed Sample-Fixed Piston Sampler	ea.	2	\$230.00 /ea.	\$460.00
MSE Walls				
4 SPT Borings @ 40' ea.	lin. ft.	160	\$15.00 /lin. ft.	\$2,400.00
4" Casing to Stabilize Borehole	lin. ft.	80	\$10.50 /lin. ft.	\$840.00
Grouting the Borehole	lin. ft.	160	\$7.00 /lin. ft.	\$1,120.00
Undisturbed Sample-Fixed Piston Sampler	ea.	4	\$230.00 /ea.	\$920.00
Pond (2 acres)				
4 SPT Borings @ 20' ca. (Continuous Sampling)	lin. ft.	80	\$15.00 /lin. ft.	\$1,200.00
Extra Split Spoon Sample	ea.	12	\$40.00 /ea.	\$480.00
Grouting the Borehole	lin. ft.	80	\$7.00 /lin. ft.	<b>\$</b> 560.00
Roadway				
30 SPT Borings @ 20' ca.	lin. ft.	600	\$15.00 /lin. ft.	\$9,000.00
10 Auger Borings @ 7' ea. (Muck Delineation)	lin. ft.	70	\$12.00 /lin. ft.	\$840.00
Grouting the Borehole	lin. ft.	600	\$7.00 /lin. ft.	\$4,200.00
LBR Sample Pick-up	ca.	2	\$90.00 /ea.	\$180.00
Undisturbed Sample-Fixed Piston Sampler	ea.	20	\$230.00 /ea.	\$4,600.00
Soil Probing 2-Person Crew- 2 days	day	2	\$1,500.00 /day	\$3,000.00
MOT	day	15	\$2,000.00 /day	\$30,000.00
MOT Mobilization	ea.	15	\$200.00 /ea.	\$3,000.00
Clearing / Difficult Access	day	3	\$2,000.00 /day _	\$6,000.00
	Subtotal	(CSI Geo	):	\$81,560.00



#### Geotechnical Fee Estimate

### Collins Road Reconstruction from Blanding Boulevard to Pineverde Lane

P-45-19

**Duval County, Florida** 

2394 St. Johns Bluff Road, Ste 200 Jacksonville, Florida 32246 tel (904) 641-1993 fax (904) 645-0057

		Number		<b>Estimated</b>
Geotechnical Item	Unit	of Units	Cost / Unit	Cost
Laboratory Testing (CSI Geo)				
Moisture Content of Soils	ea.	82	\$22.00 /ea.	\$1,804.00
Organic Content in Soils	ea.	59	\$51.00 /ea.	\$3,009.00
Material Finer Than No.200 Sieve	ea.	28	\$47.00 /ea.	\$1,316.00
Grain Size Analysis (No Hydrometer)	ea.	34	\$80.00 /ea.	\$2,720.00
Plastic limit of soil	ea.	36	\$60.00 /ea.	\$2,160.00
Liquid limit of soil	ea.	36	\$55.00 /ea.	\$1,980.00
Unit Weight	ea.	12	\$60.00 /ea.	\$720.00
Specific Gravity	ea.	12	\$85.00 /ea.	\$1,020.00
Consolidation	ea.	16	\$500.00 /ea.	\$8,000.00
Corrosion Series Test - (Environmental Corrosion)	ea.	12	\$235.00 /ea.	\$2,820.00
	Subtota	l (CSI Geo)	•	\$25,549.00
Engieering & Support Services (CSI Geo): (Refer to CSI Geo	P-45-19 Col	lins Road Fe	e Summary)	\$13,024.20
Engieering & Support Services (WSP.): (Refer to WSP P-45	-19 Collins R	oad Fee Sum	mary)	\$110,436.36
ESTIMATED TOTAL (CSI Geo+WSP):				\$230,569.56



RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

July 6, 2022

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

Dear Mr. Price:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 0	- Soil Exploration,	Material Testing	and Foundations
Group 9	- Soil Exploration.	material results	and Lonnoguous

- 9.1 Soil Exploration
- 9.2 Geotechnical Classification Laboratory Testing
- 9.3 Highway Materials Testing
- 9.4.1 Standard Foundation Studies9.4.2 Non-Redundant Drilled Shaft Bridge Foundation Studies
- 9.5 Geotechnical Specialty Laboratory Testing

#### Group 10 - Construction Engineering Inspection

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2023, for contracting purposes.

Approved Rates

Home/	Field	Facilities	Premium	Reimburse	Home	Field	Published
Branch	Field	Capital Cost		Actual	Direct	Direct	Fee
Overhead	Overhead	of Money	Overtime	Expenses	Expense	Expense	Schedule
194.84%	155.72%	0.389%	Excluded	No	0.30%	2.72%*	Yes

<sup>\*</sup>Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely, Kell

Carliayn Kell

**Professional Services** 

**Qualification Administrator** 

Project:		Colline Dood Door	struction - COJ P-45	10	The Part of the Pa	
Proposal Number:		LWD 19007	istruction - COJ P-45	-19		
Prime Consultant:		Osids 9 Consulting				
Date of Proposal:		4.17.20 (revised 2.1	14 22)			
Client:		COJ	14.23)			
		Code/Des gn/Miliga	line Carrier			A STATE OF THE PARTY OF
Design Type	Hrs	Coostbeadussidis	nion Coordination	Cost / HR		
Inventory/Analysis/Code/Doc.	4	Photos, Trees, Wetland	e Document Reviews	215.87		Tota
30% Landscape Design	0	(Narrative)	S, DOCUMENT REGARDAN	215.87	1	\$86
60% Landscape Design	32	(Tree impacts/Mitigation/	Unload/Design)	157.85		\$5.05
90% Landscape Design	32		- production of	157.85	+	\$5.05
100% Landscape Design	18			157.85	_	\$2,84
Principal Coordination - RFI's	8			215.87	1	\$1,72
Substantial Comp. Walk-Thru	4			215.87	+	\$863
Total Hours for Design: 108				1 2.13.07	Total	-
	A 114 A 114	Detailed Design /	Plan Production		Total	\$16,3
Sheet Type	Hrs/ Sheet	3ca e	Shaela	Coat/HR	Cost (Sheet	Tota
Inventory/Analysis/Code	0	30'-40'	0	157.85	\$0	
30% Landscape Design	0	30'-40'	0	157.85	\$0	\$0
60% Landscape Design	3	30'-40'	6	157.85	\$947	\$2,84
90% Landscape Design	3	30'-40'	9	1 157.85	\$1,421	\$4,26
100% Landscape Design	3	30'-40'	9	1 157.85	\$1,421	\$4,26
		30.70	-	137,03	Total	\$11,36
Total Hours for Production:	108			Total	LWD Design Fee	_
		Subconiu	dtanto i	TOTAL	LWD Design Fee	\$27,76
Discipline	Fee	Firm	Scope		0	1504
Aquatic Engineering	LS	0	0	-	SO SO	Total
Structural Engineering	LS	0	0		\$0	50
Geolechnical Service	LS	0	0	1	\$0	\$0
Impation Design	LS	NEI	Imigation Design	-	\$1,500	\$1,500
Rendering	per drawing	D	0	_	\$0	\$1,500
Contract Management	LS	0	0		\$0	\$0
			-	1	Total	_
				-	TOGE	\$1,250
				Total	Lump Sum Fee	\$29,01
		Travel (B	rd gets		Comp Sain Fee	979,01
Travel Type	Persons	Fare Per	Sub-total per Trip	Oty Trips		Total
iite Visit (s)	1		\$350	1		\$250
Consultant / Contractor Meeting	- 1		\$350	0	1	\$0
ar Rental(s)		and the con-		-	Budget	\$0
					l ousget	30
"Travel/Lodging beyond what i	s budgeted sha	to billed accordingly.			Total Budget	\$250
The same of the sa	SECTION AND ADDRESS.	Lodging (6	(Marking)	San Annual States	Total Buoget	3230
Travel Type	Parsons	Board Per	Sub-total per Trip	Qiy Nights		Total
ite Visit (s)	0	0	\$0	0		\$0
ontractor Meeting (s)	0	0	\$0	0		50
				-		40
				-	Total Rudout	\$0
No. of Contract of		Reimburnables (F	trad first and		Total Budget	90
Expense	Description	Commontal In	300	City	Unit Cost	Total
rinting (large format)	22x34 black lin	e drawings	(10 sets)	0	\$2.50	Total
abloid Printing	11x17		(Color / BW)	180		0.00
etter Printing	8.5 x11		(Color / BW)	50	\$1.25	225.00
	LS		[[000/7017]	1	\$0.50	25.00
OJ Travel Meetings	-	Meeting with Staff)		0	\$150.00 \$350.00	150.00 260.00
	, a gagaranaga	Storing Wilder Grading		9		250.00
					Total Budget	\$650
				7777		
			Yes of F	alman e T	Land Control	-
THE RESERVE THE PERSON NAMED IN	AND DESCRIPTION OF THE PERSON NAMED IN	Total Fee and Estin		INTROC TRAVE	and Expenses	\$90
		Aral Las sua Sánu	neven Dankara			
Line Herr Total						
Line Item Total  Construction Administration ar	ord Owarelaby ob	Il he permissed and a	namia contract			\$29,913

### FORM 1 SCHEDULE OF PROPOSED PRICES/RATES

NAME OF CONTRACTOR: Landwise Design, Inc. Proposal Number: P-45-19 - Collins Road Reconstruction 1. Average hourly direct labor rates (without Fringe Benefits) Landscape Architect (Responsible Professional) \$ 78.50 hr. Associate Landscape Architect \$ 57.40 hr. 2. Total Overhead Rate (to be applied to Direct Labor:) 150% 3. Profit Rate (to be applied to Direct Labor plus Overhead) 10% 5. Other Direct Project Costs per Unit (please specify) Estimated percentage of total fee to be performed by subconsultants Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

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

CITY	OF JACKSO	NVILLE, FLO	RID	A		
	PART I -	GENERAL				
Project     Collins Road Widening from Blandin	na Blvd to Pine	everde l n	2.	Proposal No.		
Orignal Contract		510,40 E.I		1 40 10 1	' '	
3. Name of Subconsultant	· · · ·		4.	Date of Propo	osal	<del></del>
LG2 ENVIRONMENTAL SOLUTIONS,	INC.			March 6, 2023		
PART	II - LABOR	RELATED CO	OST			
5. Direct Labor (Reimbursable)	Hourly	Estimated		Estimated		
	Rate	Hours		Cost		TOTAL
Principle Engineer	\$ 67.31	4	\$	269.23		
Project Manager	\$ 46.15	5	\$	230.77		
Senior Scientist	\$ 39.37	66	\$	2,598.42		
Designer or Technician	\$ 31.25	8	\$	250.00	1	
Drafter	\$ 21.63	2	\$	43.26		
Field Inspector	\$ 26.44	32	\$	846.08		
Clerical	\$ 17.00	4	\$	68.00		
			l			
TOTAL DIRECT LABOR	\$ 35.58	101				4.005.70
6. Overhead (Combined Fringe Be		121			\$	4,305.76
Overhead Rate		mistrative) % x Total Dir		Labor	•	0.450.04
			rect	Labor	\$	6,458.64
7. SUBTOTAL: Labor + Overhead 8. PROFIT: Labor Related Cos		<u> </u>			\$	10,764.40
		Х	-	10%	\$	1,076.44
9. Miscellaneous Direct Costs (Lur	OTHER CO	<u> </u>				
Printing	100	\$ 0.20	ø.	20.00		
Transportation & Shipping	200	\$ 0.585	\$ \$	20.00 117.00		i
MISCELLANEOUS DIRECT COS	STS SUB-TO	TAL	-		\$	137.00
10. REIMBURSABLE COSTS (Limit						
·	,		\$			
			\$			
			\$			
SUB-CONTRACT SUB-TOTAL (R	Reimb/NTF)	<del> </del>			\$	
11. SUBCONTRACTS (Reimbursable		ed)			\$	
FNAI	1	200	\$	200.00	\$	200.00
	·	200	\$	200.00	Ψ	200.00
			\$			
CUR TOTAL DEMANDED AND ES						
SUB-TOTAL REIMBURSABLES	( OLIBERTA D				\$	200.00
	- SUMMAR		4.1.	<u> </u>		40.455.04
TOTAL AMOUNT OF CONTRACT (I	ump Sum P	ius Keimbursa	ables	5)	\$	12,177.84
(Items 5, 6, 8, 9, 10, and 11)	LINE			-		N.A
12. TOTAL PRIOR CONTRACT AMO						N.A.
TOTAL AMENDED CONTRACT AMOU	INT					N.A.

#### FEE SUMMARY

PA	RT I - GE	NERAL		PERMITTED IN		
1. Project			2.	Proposal N	0./	Contract N
Collins Road				P-45-19		
3. Name of Consultant			4.	Date of Pro	po:	sal
Peters and Yaffee, Inc.				2/21/2023	•	
PART II - I	ABOR RE	CLATED (	COS	STS		
5. Direct Labor	Hourly	Estimated		Estimated		
	Rate	Hours		Cost		TOTAL
Project Manager	\$ 81.84	23	\$	1,882.32		
Senior Engineer	\$ 73.31	70	\$	5,131.70		
Project Engineer	\$ 51.72	116	\$	5,999.52		
Engineering Intern	\$ 36.62	255	\$	9,338.10		
Designer	\$ -	0	\$	0.00	ļ	
Clerical	\$ -	0	\$	0.00		
		d	\$			
TOTAL DIRECT LABOR	\$48.17	464			\$	22,351.64
6. Overhead (Combined Fringe Ber	efit & Ad	ministrativ	e)			
Overhead Rate			Di	rect Labor	\$	39,115.37
7. SUBTOTAL: Labor + Overhea		5 & 6)			\$	61,467.01
8. PROFIT: Labor Related Co	sts (Item 7	х		10%	\$	6,146.70
PART III - O	THER COS	STS			H)	
9. Miscellaneous Direct Costs						
Transportation			\$	0.00		
Original Reproducibles			\$	0.00		
			\$			
			\$			
MISCELLANEOUS DIRECT CO	STS SUB-	TOTAL			\$	-0)0
10. SUBCONTRACTS (Cost Plus)						
			\$	0.00		
			\$	0.00		
			\$	0.00		
			\$	0.00		
			\$	0.00		
SUB-CONTRACT SUB-TOTAL					\$	•
TOTAL COST PLUS AMOUNT (			10)		\$	67,613.71
11. REIMBURSABLE COSTS (Lin	niting Amo	unt)	-			
			\$	\$0.00		
			\$	0.00		
CUID TOTAL BEN OUR ALTER			\$	0.00		
SUB-TOTAL REIMBURSABLES					\$	
PART IV - S					E.	
TOTAL AMOUNT OF CONTRACT	(Cost Plus	Reimbursa	ble	s)	\$	67,613.71
Items 5, 6, 8, 9, 10 and 11)						



RON DESANTIS GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E. SECRETARY

June 28, 2022

Dow Peters, President PETERS AND YAFFEE, INC. 9822 Tapestry Park Circle, Suite 205 Jacksonville, Florida 32246

Dear Mr. Peters:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting

7.3 - Signalization

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until <u>June 30, 2023</u>, for contracting purposes.

Approved Rates

Home/	Facilities	Premium	Reimburse	Home
Branch	Capital Cost		Actual	Direct
Overhead	of Money	Overtime	Expenses	Expense
179.47%*	0.147%	Reimbursed	No	0.13%

<sup>\*</sup>For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Payroll Protection Program loan forgiveness. For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely,

Carliayn Kell

**Professional Services** 

**Qualification Administrator** 

Corlinge Kell

PA	PT	L - CF	NERAL				
1. Project	12.1	1 - GE	NERAL	12	Task		
P45-19 Collins Road						. D.	
3. Name of Consultant 4. Date of P							
Smith Surveying Group, LLC 2/9/2023					ope	osa:	
PART II - I	.AF	ROP PE	LATED C	200			
5. Direct Labor		Hourly	Estimated		Estimated	_	
		Rate	Hours	, ,	Cost		TOTAL
Principal	S	70.72	10013	\$	707.20	+	TOTAL
Project Manager	S	67.82	10	\$	678.20	1	
Project Surveyor	S	56.18	20	\$	1,123.60		
MOT	ľ	-	0	Þ	0.00	10	
CADD	S	45.45	250	\$	11,362.50		
Survey Crew	\$	67.82	525	\$	35,605.50	1	
Admin	S	16.37	10	\$	163.70	100	
TOTAL DIRECT LABOR	Ť	70.57	825	Ψ	103.70	S	49,640.70
6. Overhead (Combined Fringe Bend	efit	& Adn	inistrative	1		1.3	49,040.70
Overhead Rate		150	% x Total		ect Labor	\$	74,461.05
7. SUBTOTAL: Labor + Overhead	d (	Items 5	& 6)	DII	CCC Labor	\$	124,101.75
8. PROFIT: Labor Related Cos	ts (	Item 7)	X		10%	-	12,410.18
PART III - OT	HE	R COS			2070		12,410.78
9. Miscellaneous Direct Costs							
Transportation & Shipping				\$	0.00		
Original Reproducibles				\$	0.00		
Reproduction				S	0.00		1
				\$	0.00		
MISCELLANEOUS DIRECT COS	STS	SUB-TO	OTAL	•	0.00	\$	_
10. SUBCONTRACTS (Lump Sum)						Ψ.	
RMP SUE (Estimate)						\$	83,710.83
						•	05,710.05
				S	0.00		1
SUB-CONTRACT SUB-TOTAL				_		\$	83,710.83
TOTAL LUMP SUM AMOUNT (	Iten	ns 5, 6,	8, 9 and	10)		_	220,222.75
1. REIMBURSABLE COSTS (Limit	ting	Amou	nt)			,	220,222.73
			·				li li
					Í		1
0.00							1
SUB-TOTAL REIMBURSABLES						\$	
PART IV - SI	UM	MARY					
OTAL AMOUNT OF CONTRACT (	Lum	np Sum	Plus Reim	hiire	ables)	•	220,222.75
tems 5, 6, 8, 9, 10 and 11)		- F	- 100 101111	Cura	autes)	J	44U,446./3 R

	\R	T I - G	ENERAL				· · · · · · · · · · · · · · · · · · ·
1. Project				2	Task		_
P45-19 Collins Road Blanding Blvd	to	Pineverde	e Lane	Ri	ght of Way	Mar	ping
3. Name of Consultant 4. Date of P							
Smith Surveying Group, LLC				_	2/9/2023	•	
PART II -	L	ABOR F	RELATED	C	OSTS		
5. Direct Labor		Hourly	Estimated		Estimated	T	
		Rate	Hours		Cost	ĺ	TOTAL
Principal	\$	70.72	5	\$	353.60		
Project Manager	\$	67.82	20	\$	1,356.40		
Project Surveyor	\$	56.18	20	\$	1,123.60		
MOT		-	0		0.00		
CADD	\$	45.45	394	\$	17,907.30		
Survey Crew	\$	67.82	120	\$	8,138.40		
Admin	\$	16.37	0	\$	0.00	)	
TOTAL DIRECT LABOR			559			\$	28,879.30
6. Overhead (Combined Fringe B	en					Π	
Overhead Rate		150	% x Total	D	rect Labor	\$	43,318.95
7. SUBTOTAL: Labor + Overh 8. PROFIT: Labor Related C	eac	l (Item	s 5 & 6)			\$	72,198.25
					10%	\$	7,219.83
PART III - O  9. Miscellaneous Direct Costs	TH	ER CO	STS	_			
Transportation & Shipping				\$	0.00		
Original Reproducibles Reproduction				\$	0.00		
				\$	0.00		
Legal Descriptions, acquisitio	ns			\$	15,000.00		
MISCELLANEOUS DIRECT C	05	TS SUE	3-TOTAL	_		\$	15,000.00
10. SUBCONTRACTS (Lump Sur	m)					b	
SUB-CONTRACT SUB-TOTAL				\$	0.00		
		T4 5	( 0 0	_	10)	\$	
TOTAL LUMP SUM AMOUNT  1. REIMBURSABLE COSTS (Li		nems 5,	0, 8, 9 ai	nd	10)	\$	94,418.08
1. REINIBURSABLE COSTS (LI		ung Am	lount)		- 1		
SUB-TOTAL REIMBURSABLE	2				j	er.	
PART IV - S		MMADY	,			\$	•
OTAL AMOUNT OF CONTRACT	U	VIIVIAK)	m Die P		1	_	04.465.55
tems 5, 6, 8, 9, 10 and 11)	(,	Lump St	ım Pius Re	eim	oursables)	\$	94,418.08
2, 0, 0, 2, 10 und 11)	-		-	-			

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

	CITY OF JA				
1. Project	PAR	TI - GENER		Vumber	
<u> </u>		2. Proposal Number			
COJ Collins Road Widening - E	Slanding to Pine	verde	P-4	15-19 / TBD	
3. Name of Consultant			4. Date of P.	roposal	
DRMP, Inc.	DRMP, Inc.				
5 Direct Labor		ABOR RELAT	ED COSTS		
5. Direct Labor	Hourly	Estimated			_
	Rate	Hours	Estimate	d Cost	TOTAL
Surveyor VI (PSM)	\$80.00	15		\$1,200.00	
Surveyor V (PSM)	\$65.46	15		\$981.90	
Survey Tech III	\$43.64	0		\$0.00	
SUE Manager	\$66.46	46		\$3,057.16	
Senior SUE Tech	\$43.64	77		\$3,360.28	
				45,500.20	
3-man Survey Crew	\$80.00	78		\$6,240.00	
2-Man Designate SUE Crew	\$67.28	84		\$5,651.52	
4-Man Vacuum SUE Crew	\$103.64	96		\$9,949.44	
}	l	I		J.	
		i			
TOTAL DIRECT LABOR		411	Hours	- 10	\$30,440.30
6. Overhead (Combined Fringe	Benefit & A	dministrative)	11/4:0		\$20,440,30
		•			
7. SUBTOTAL: Labor + Ove	1 1 (7)			150%	45660.4
	rhead (Items : Costs (Item 7	0 & 6)		4.0.5.1	\$76,100.75
DE TRANSPORTE		I - OTHER CO	X X	10%	\$7.610.08
9. Miscellaneous Direct Costs	TART II	1 - OTHER CC	19		
			\$		
			Š	į.	
			\$ \$ \$		
			\$		
MISCELLANEOUS DIRE	<u>CT COSTS SU</u>	JB-TOTAL	·-		\$0.00
10. SUBCONTRACTS (Lump	Sum)		•		
			\$ \$		
			2	1	
SUB-CONTRACT SUB-TO	DTAL			]	<b>ድ</b> ብ ብላ
TOTAL LUMB CUM AM	OUNT (Items	5. 6. 8 9 and	10)		\$0.00 \$83,710.83
TOTAL LUMP SOM AM					903,710.03
1. REIMBURSABLE COSTS	(Limiting Am	ount)			
1. REIMBURSABLE COSTS	(Limiting Am	ount)		0.00	
1. REIMBURSABLE COSTS	(Limiting Am	ount)		0.00	
11. REIMBURSABLE COSTS	(Limiting Am	ount)	\$ \$ \$		
1. REIMBURSABLE COSTS	(Limiting Am	ount)		0.00	
1. REIMBURSABLE COSTS  SUB-TOTAL REIMBURSA	(Limiting Am	ount)	\$ \$ \$ \$	0.00	\$0.00
1. REIMBURSABLE COSTS	(Limiting Am	ount)	\$ \$ \$ \$	0.00	\$0.00

### Department of Finance and Administration Procurement Division

## CITY OF JACKSONVILLE

May 20, 2020

Mr. Thomas Smith Smith Surveying Group, LLC 9770 Baymeadows Road, Suite # 121 Jacksonville, Florida, 32256

Re: JSEB Certification Approved

Dear Mr. Thomas Smith:

The City of Jacksonville is pleased to announce that your company has been re-certified as a Jacksonville Small and Emerging Business Enterprise (JSEB). This certification enables your company to compete for work and perform work as a JSEB enterprise. JSEB certification does NOT guarantee work.

905 Aircraft and Airport Operations Services

-10 Aerial Surveys & Mapping

920 Data Processing, Computer Programming, and Software Services, specifically;

-33 Mapping Services

925 Professional Engineering Services, specifically:

-86 Surveyor Services, Land

961 Miscellaneous Services No. 1 (Not Otherwise Classified), specifically:

-41 Global Positioning Systems Surveying

962 Miscellaneous Services, No. 2, specifically:

-52 Mapping Services

Smith Surveying Group, LLC will be identified as a certified JSEB on our website for tracking purposes. The City of Jacksonville's Jacksonville Small and Emerging Business website can be found at <a href="https://www.iseb.coj.net">www.iseb.coj.net</a>.

Your company's stature with the City of Jacksonville is active for one year provided there are no changes in ownership, control/operations of the company, or eligibility requirements during this certification period. Please be advised that you are required to notify this agency immediately of any changes in your business ownership, control/operations, or business service capabilities.

Sincerely.

Dinah L. C. Mason, EBO/JSEB Administrator

Equal Business Opportunity Office-Jacksonville Small Emerging Business Program

Certification Approval Date:

May 20, 2021

Certification Expiration Date:

May 26, 2023

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

		TI - GENER			
1. Project	TAI	TI - GENER	2. Proposal Number		
Collins Road Widening			2. Proposal Pullion		
(Structures and Roadway QC/Constructability)			<b>P-45</b> -19		
3. Name of Consultant			4. Date of Proposal		
STV Incorporated			2/13/2023		
		ABOR RELAT	TED COSTS		
5. Direct Labor	Hourly	Estimated			
	Rate	Hours	Estimated Cost	TOTAL	
Chief Engineer	\$91.38	223	\$20,377.74	1	
Senior Engineer	\$82.00	467	\$38,294.00		
Design Engineer	\$48.50	590	\$28,615.00		
Designer	\$42.00	0			
Engineering Intern	\$37.76	499	\$18,842.24		
CADD Operator	\$39.00	312	\$12,168.00		
Clerical	\$26.50	53	\$1,404.50		
TOTAL DIRECT LABOR	D 6: 0 1	2.144	Hours	\$119,701.48	
6. Overhead (Combined Fringe	Benefit & A	dministrative)			
			150,000/	6170 550 00	
7. SUBTOTAL: Labor + Ove	rhead (Items	5 & 6)	150.00%	\$179,552.22 \$299,253.70	
8. PROFIT: Labor Related	Costs (Item 7	)	x 10%	\$29,925.37	
0 Missellana D' et Car	PART I	II - OTHER CO	OSTS		
9. Miscellaneous Direct Costs					
MISCELLANEOUS DIRE	CT COSTS SI	UB-TOTAL		\$0.00	
10. SUBCONTRACTS (Lump	Sum)			90.00	
SUB-CONTRACT SUB-TO	OTAL			\$	
TOTAL LUMP SUM AM  11. REIMBURSABLE COSTS	UUNI (Items	5, 6, 8, 9 and	1 10)	\$329,179.07	
11. KEIMBORSABLE COSTS	(Liming An	nount)			
				1	
			1	1	
SUB-TOTAL REIMBURS				\$ -	
TOTAL AMOUNT (Lump S	PAKT	IV - SUMMA	KY		
(Items 5, 6, 8, 9, 10 and 11)	Juli 1105 KCIII	iiodisaules)		\$329,179.07	
12. CONTRACT AMOUNT				\$329,179.07	

### FORM 1 SCHEDULE OF PROPOSED PRICES/RATES

N.	NAME OF CONTRACTOR: STV Incorporated			
Pr	roposal Number: RFP No. P-45-19			
1.	. Average hourly direct labor rates (without Fringe Benefi	its)		
	Principal - N/A			
	Project Manager (Responsible Professional) - N/A			
	Sr. Engineer	\$	82.00	hr
	Design Engineer (Registered)	\$	48.50	hr.
	Architect (Registered) - N/A			
	Designer or Technician (Non-Registered)	\$	42.00	hr.
	Drafter or CADD Operator	\$	39.00	hr.
	Clerical (Typist, Word Processor, Document Assemb	oly, etc.) \$	26.50	hr.
2.	Total Overhead Rate (to be applied to Direct Labor:)		150%	
3.	Profit Rate (to be applied to Direct Labor plus Overhead)		10%	
ļ.	Cost of 3-man survey crew per 8 hour day (If applicable)			
	Cost of 4-man survey crew per 8 hour day (If applicable)			
š.	Other Direct Project Costs per Unit (please specify)			
	Estimated percentage of total fee to be performed by subc	onsultants		%
	Please provide any other relevant rates that may apply to the labor rates for other categories of proposed personnel	is project including a	verage dire	ect ho
	Chief Engineer: \$91.38			
	Engineering Intern: \$37.76			

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

			WVILLE, FLC		^		
	P	ART I -	GENERAL				
1. Project	Proposal No.						
Collins Road Widening from Blanding Blvd to Pineverde Ln P-45-19							BD
Orignal Contract				1			
3. Name of Subconsultant 4. Date of Proportion 17. LEC 1-2 division 5							
	T2 UES Inc d/b/a T2 Utility Engineers February 13, 2						
PART	4		RELATED C	OST			
5. Direct Labor (Reimbursable)		Hourly	Estimated		Estimated		
Chief Surveyor		Rate	Hours	-	Cost	<u> </u>	TOTAL
Clerical	\$	83.24	5	\$	416.20		416.20
Project Mgr./Sr. Utility Coordinator	\$	31.19	12	\$	374.28		374.28
Troject Mgr./31. Othity Cooldinator	1	64.91	109	\$	7,075.19	l .	7,075.19
		:		\$	0.00	2	
				\$	0.00		
				\$	0.00 0.00		
				Ψ.	0.00		
TOTAL DIRECT LABOR	\$	62.43	126			\$	7,865.67
6. Overhead (Combined Fringe Be	nefit	& Adm	inistrative)	-			
Overhead Rate		187.24	% x Total D	irect	Labor	\$	14,727.68
7. SUBTOTAL: Labor + Overhead			k 6)			\$	22,593.35
8. PROFIT: Labor Related Cos	sts (	ltem 7)	×	(	10%	\$	2,259.34
PART III -			STS				
9. Miscellaneous Direct Costs (Lui	mp S	um)					
Printing				\$	0.00		
Transportation & Shipping				\$	0.00		
MISCELLANEOUS DIRECT COS	STS	SUB-TO	TAI		· ·	\$	
10. REIMBURSABLE COSTS (Limit	ting	Amount)	)			Ψ	-
•	•	,		\$			
				\$			
				\$			ĺ
CUD CONTRACT CUR TOTAL							
SUB-CONTRACT SUB-TOTAL (F	Reiml	D/NTE)	1)			\$	
11. SUBCONTRACTS (Reimbursable	e/No	t to Exce	ed)	_			
				\$	1		· ·
				\$			
				\$			
SUB-TOTAL REIMBURSABLES						\$	
		UMMAR					
TOTAL AMOUNT OF CONTRACT (	Lump	Sum P	lus Reimburs	able:	s)	\$	24,852.69
(Items 5, 6, 8, 9, 10, and 11)							
12. TOTAL PRIOR CONTRACT AMO	UNT	<u>.</u>					N.A.
TOTAL AMENDED CONTRACT AMOU	JNT						N.A.



### Florida Department of Transportation

RON DESANTIS **GOVERNOR** 

605 Suwannee Street Tallahassee, FL 32399-0450 JARED W. PERDUE, P.E. SECRETARY

December 5, 2022

Daryl Thie, Vice President, Southern US T2 UES, INC. d/b/a T2 UTILITY ENGINEERS 159 SW Spencer Court, Suite 106 Lake City, Florida 32024

Dear Mr. Thie:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 8

- Survey and Mapping

8.1

- Control Surveying

8.2

- Design, Right of Way & Construction Surveying

8.3

- Photogrammetric Mapping

- Right of Way Mapping

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until December 31, 2023, for contracting purposes.

Approved Rates

1.1.		The second second					
Home/	Field	Facilities		Reimburse	Home	Field	Published
Branch	Field	Capital Cost	Premium				
	Overhead		Overtime	Actual	Direct	Direct	Fee
Overhead	0.0000	of Money	Overmile	Expenses	Expense	Expense	Schedule
187.24%	156.74%	0.154%	Reimbursed	No	24.450/		
	100.7470	0.10470	Lemburaea	No	21.15%	14.00%*	l Yes i

<sup>\*</sup>Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

#### Subsurface Utility Engineering Rates

Vacuum Excavation Equipment

\$63.00 per hour

Designating Equipment

\$28.00 per hour

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

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

Sincerely.

Carliavn Kell

Professional Services

orling Kell

Qualification Administrator

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

Osiris 9 C	onsulting		
Profession	al Design Services fo	or Collins Road Reconst	ruction
P-45-19		\$2,103,819.40	
	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or	Type of Work to be	Total Contract Value
ame			or Percentage
			\$230,569.56 (11.0%)
	Non-MBE	Landscape Architecture	\$29,913.00 (1.4%)
Peters & Yaffee Engineering African America		Lighting Design	\$67,613.71 (3.2%)
Smith Surveying Non-MBE		Surveying and Mapping	\$314,640.83 (15.0%)
LG2 Environmental Woman		Wetland and Permitting	\$12,177.84 (0.6%)
<del> </del>		Total JSEB	\$587,301.23 (31.1%)
	NA	Structural	\$329,179.07 (15.6%)
	NA	Utility Coordination	\$24,852.69 (1.2%)
*		Total	\$1,008,946.70 (48.0%)
ontractors/sub-c	consultants as needed		
CONSULTAN	T/SUBCONTRACTOR	SUPPLIER TOTAL VALUE	s
erican Participa	tion Total	\$298,183.27	
merican Particip	ation Total		
rican Participat	ion Total		
ican Participation	on Total_		
ticipation Total		\$12,177.84	
articipation Tot	al	\$344,553.83	
	Profession P-45-19  ame  ing  contractors/sub-orican Participate ican Participate	P-45-19  JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)  African American  Non-MBE  Mon-MBE  Woman  NA  NA  NA  NA  PA  CONSULTANT/SUBCONTRACTOR  erican Participation Total  merican Participation Total  rican Participation Total  ican Participation Total	Professional Design Services for Collins Road Reconstitute P-45-19    Total Base Proposal Amount (if applicable):    JSEB Categary (African-American, Women, Asian, Native American, Non-MBE or Illispanic)   Type of Work to be Performed     African American

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Proposer: Was Tlemsto	Title:	Vice - President	Date:	March 13, 2023
Print Name: Walter J. Nemecek III, PE				