DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

January 26, 2017

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

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

FROM: Tom Fallin, P.E., Chief
Engineering and Construction Management Division

SUBJECT: **P-20-10 Old Plank Road Outfall-Final Design**
Amendment No. 3 Rescind and Restate
Consultant Service Acct. No.: PWCP462SD-06505-PW0707-01
Internal Service Acct. No.: PWGM011

Amendment 3 was approved December 22, 2016. The overall maximum indebtedness is correct; however the reduction in permitting fees should have been deducted from within the lump sum amount and not the limiting amount for permit fees. Therefore we wish to take the following action:

RESCIND:
Accordingly, this is to recommend Contract #3140-31 originally executed March 18, 2011, with Reynolds, Smith & Hills, Inc., for Engineering Services on Old Plank Road Outfall project be amended to change the vendor name to RS&H, Inc. and to incorporate Scope of Services and Fee Summary, Exhibits G & H to increase the lump sum fee for Final Design Services by $9,141.32 to a new maximum in the amount of $309,927.95; to decrease the not to exceed limit for Permit Fees by $3,033.92 to a limit of $4,466.08; thereby increasing the maximum indebtedness to the City pursuant to this agreement by $6,107.40 to a new maximum indebtedness of $625,891.77. All other terms and conditions as provided in the Public Works Prototype Agreement for Professional Services shall apply.

RESTATE:
Accordingly, this is to recommend Contract #3140-31 originally executed March 18, 2011, with Reynolds, Smith & Hills, Inc., for Engineering Services on Old Plank Road Outfall project be amended to change the vendor name to RS&H, Inc. and to incorporate Scope of Services and Fee Summary, Exhibits G & H to increase the lump sum fee for Final Design Services by $9,141.32 and decrease the lump sum permitting fees by $3,033.92 for a net increase for the Final Design Services in the amount of $6,107.40 to a new maximum in the amount of $306,894.03; thereby increasing the maximum indebtedness to the City pursuant to this agreement by $6,107.40 to a new maximum indebtedness of $625,891.77. All other terms and conditions as provided in the RFP and the City's standard contract language.

TF: lw

Attachments: Exhibits G & H

cc: Lori West, Engineering Contract Specialist
David Hahn, P.E., Engineer Manager, Paving and Drainage Design Section

NZ

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

December 22, 2016

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-20-10 Engineering Services - Old Plank Road Outfall-Final Design (Amendment No. 3)
Department of Public Works

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above-referenced contract.

The following motion/recommendation was **adopted**:

That Contract #3140-31 originally executed March 18, 2011, with Reynolds, Smith & Hills, Inc., for Engineering Services on Old Plank Road Outfall project is amended to: (i) change the vendor name to RS&H, Inc.; (ii) incorporate the attached Scope of Services and Fee Summary identified as Exhibits G & H; (iii) increase the lump sum fee for Final Design Services by $9,141.32 to a new maximum in the amount of $309,927.95; (iv) decrease the not to exceed limit for Permit Fees by $3,033.92 to a limit of $4,466.08; thereby (v) increasing the maximum indebtedness to the City pursuant to this agreement by $6,107.40 to a new maximum indebtedness of $625,891.77. All other terms and conditions, as previously amended, shall remain the same. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, please affix your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
N.H. Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 22nd day of December, 2016

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

GP: ab

cc: Council Auditor
Julia Davis OGC
Melba Gray, GAD
Subcommittee Members

Exhibit G

SCOPE OF SERVICES

AMENDMENT 3

OLD PLANK ROAD DRAINAGE IMPROVEMENTS PROJECT

CITY OF JACKSONVILLE, FLORIDA

I. SCOPE OF PROJECT

A. Amendment 2 for Final Design of the Old Plank Road Drainage Improvements Project included design of a dry storm water pond adjacent to the lateral ditch North of Old Plank Road on City owned property. The 8.9 acre pond was designed to alleviate flooding along Old Plank Road and the adjacent property while avoiding additional wetland impacts. The pond was designed to attenuate the 100-year, 24-hour storm event per the City's request. Plans and Drainage Calculations were completed to a 90% level including implementation of the 60% comments, but were not submitted for review by the City.

B. Amendment 3 will extend the proposed 8.9 acre pond to the west to connect to key locations of the existing wetland. The locations adjacent to the wetlands will no longer have a 10 foot maintenance berm and three +/- 10 foot wide sections will be scraped down to provide a connection between the proposed pond and the existing wetlands.

C. Work during the design phase will concentrate, in order, on:

1. Extend pond limits within one to two feet of the existing wetland on the West side of the pond based on meeting discussions on October 24, 2016 with the Client and Environmental Resource Solutions (ERS)

2. Coordinate design with ERS and the City as necessary to confirm the proposed layout will assist to effectively mimic a wetland system.

3. Plans and Drainage Calculations will be revised to coordinate with the agreed upon pond extension. Consistent with Amendment 2, the Drainage Calculations will be designed based on the 100-year, 24-hour storm event.

4. Update the previously prepared 90% Plans, Opinion of Probable Construction Cost, Quantities and other documentation to include the pond extension and connections to wetlands.

II. FINAL DESIGN SERVICES

Final Design:

A. The Consultant shall incorporate the design change in Plans, Drainage Calculations and Specifications to show the work to be performed for the Project. Plans and Drainage Calculations with Opinion of Probable Construction Cost and supporting documents will be submitted for review and approved by the City at 90% and 100% completion stages. 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.

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

C. The Consultant will prepare plans and permit applications related to the St. Johns River Water Management District (SJRWMD) and United States Army Corps of Engineers (USACE) if needed. The Consultant will assist the City in communications required during the processing of these permit/s.

D. Previous environmental effort included in Amendment 2 of the contract will be taken over by ERS under a separate contract with the City. This effort includes the following:

1. Site inspections during and after construction to facilitate wetland creation.

2. Assist in permitting efforts for environmental specific tasks.

3. Design and graphics necessary for planting plans and environmental portions of the SJRWMD Environmental Resource Permit (ERP) and USACE applications.

4. Functional loss assessment to determine the amount of mitigation needed to offset permanent impacts.

III. PROJECT REQUIREMENTS

Project requirements will be the same as those stated in Amendment 1 for Final Design with the following adjustments:

A. The Project submittal to extend the pond and connect to the existing wetland will be completed at the 90% completion stage. 100% Plans and Specifications will be completed for the entire project.

B. The Opinions of Probable Construction Cost will be updated at the 90% completion point. A final Opinion of Probable Construction Cost will be provided at the 100% completion point, using the bidding documents incorporated in the Specifications.

C. Design reviews of the pond extension will be completed at the 90% and 100% completion point.

D. The previously submitted St. Johns River Water Management District Permit will be revised and resubmitted.

IV. BUDGET

To account for the environmental tasks that ERS has included with their proposal, a reduction in effort from Amendment 2 is shown in Exhibit 1 for reference. This amount is included in Part IV of the Contract Fee Summary and is subtracted from the effort necessary to complete this Amendment.

V. TIME SCHEDULE

A. The 90% submittal shall be 30 days after the Notice to Proceed.

B. Permit application/s shall be submitted to the City 10 days after the 90% submittal.

C. The 100% submittal shall be 30 days after the receipt of City comments on the 90% submittal.

D. It is anticipated that permits as noted above will be acquired during the 90 days after the 90% design is complete.

VI. PROGRESS REPORTING

The Design Consultant will provide a Schedule for all activities anticipated as part of this Final Design. The Design Consultant will submit an updated Schedule and Progress Report on a monthly basis to the Program 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.

VII. NOTICE TO PROCEED

No work on this project shall be performed until this 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

PART I - GENERAL	
1. Project Old Plank Road Drainage Improvements Final Design - Amd. 3	**2. Proposal No./Contract No.** P-20-10
3. Name of Consultant RS&H, Inc.	**4. Date of Proposal** 11/22/2016

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Senior Drainage Engineer	$ 64.90	5	$ 324.50	
Project Manager	$ 59.51	16	$ 952.16	
Professional Engineer	$ 41.48	17	$ 705.16	
Sr. Environmental Scientist	$ 39.98	0	$ 0.00	
Landscape Architect	$ 35.42	0	$ 0.00	
Design Engineer	$ 27.16	49	$ 1,330.84	
Technician	$ 36.58	0	$ 0.00	
Clerical	$ 17.61	0	$ 0.00	
TOTAL DIRECT LABOR	$38.08	87		$ 3,312.66
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor				$ 4,968.99
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 8,281.65
8. PROFIT: Labor Related Costs (Item 7 x 10%				$ 828.17

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs (Lump Sum)		
Transportation & Shipping	$ 31.50	
Printing	$ 0.00	
Hanson, Inc. (f.k.a. Bowen Civil Engineering)	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 31.50
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, and 9)		$ 9,141.32
10. SUBCONTRACTS (Limiting Amount)		
Design Survey (Clary & Associates)	$ 0.00	
Geotechnical Engineering (CSI Geo) - sufficient funds in original contract and Amendment 1	$ 0.00	
MOT Engineer (Peters & Yaffee)	$ 0.00	
Environmental (Aerostar Environmental)	$ 0.00	
Landscape Architect (Walsh & Walsh)	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
11. REIMBURSABLE COSTS (Limiting Amount) All included in Amendment 1		
SUB-TOTAL REIMBURSABLES		$ -
TOTAL LIMITING AMOUNT (Items 10 and 11)		$ -

PART IV - REDUCTION IN TASKS FROM PREVIOUS CONTRACT	
12. Removed from Basic Roadway Plan Prep./Environmental/Permitting Removal due to ERS involvement	$ (3,033.92)
TOTAL LUMP SUM AMOUNT (Item 12)	$ (3,033.92)

PART V - SUMMARY	
13. TOTAL AMOUNT AMENDMENT NO. 3 (Lump Sum Plus Reimbursabl (Items 5, 6, 8, 9, 10, 11 and 12)	**$ 6,107.40**
14. CURRENT CONTRACT AMOUNT	**$ 619,784.37**
15. AMENDED CONTRACT AMOUNT	**$ 625,891.77**

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

January 26, 2017

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

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

FROM: Tom Fallin, P.E., Chief
Engineering and Construction Management Division

Steven D. Long, Jr., P.E., Chief
Right-of-Way and Stormwater Maintenance Division

SUBJECT: **P-20-10 Old Plank Road Outfall-Final Design**
Amendment No. 3 Rescind and Restate
Consultant Service Acct. No.: PWCP462SD-06505-PW0707-01
Internal Service Acct. No.: PWGM011

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RESTATE:
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TF: lw

Attachments: Exhibits G & H

cc: Lori West, Engineering Contract Specialist
David Hahn, P.E., Engineer Manager, Paving and Drainage Design Section

N2

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

November 28, 2016

TO: Gregory W. Pease, Chairman
Professional Services Evaluation Committee

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

FROM: Tom Fallin, P.E., Chief
Engineering and Construction Management Division

Steven D. Long, Jr., P.E., Chief
Right-of-Way and Stormwater Maintenance Division

SUBJECT: **P-20-10 Old Plank Road Outfall-Final Design**
Amendment No. 3
Consultant Service Acct. No.: PWCP462SD-06505-PW0707-01
Internal Service Acct. No.: PWGM011

The Engineering Division has negotiated with the design consultant to extend the proposed pond limits to the west to connect to key locations of the existing wetlands as shown in the Scope of Services, Exhibit G and Contract Fee Schedule, Exhibit H, attached. These services were advertised with the Equal Business Opportunity Program with a 15% JSEB Participation goal. JSEB firms to be utilized to meet the Participation Percentage Plan for this contract are detailed on a separate attachment. There is no rate increase associated with this amendment. In addition, the consultants name has changed from Reynolds, Smith & Hills, Inc. to RS&H, Inc.

Accordingly, this is to recommend Contract #3140-31 originally executed March 18, 2011, with Reynolds, Smith & Hills, Inc., for Engineering Services on Old Plank Road Outfall project be amended to change the vendor name to RS&H, Inc. and to incorporate Scope of Services and Fee Summary, Exhibits G & H to increase the lump sum fee for Final Design Services by $9,141.32 to a new maximum of in the amount of $309,927.95; to decrease the not to exceed limit for Permit Fees by $3,033.92 to a limit of $4,466.08; thereby increasing the maximum indebtedness to the City pursuant to this agreement by $6,107.40 to a new maximum indebtedness of $625,891.77. All other terms and conditions as provided in the Public Works Prototype Agreement for Professional Services shall apply.

TF: lw

Attachments: Exhibits G & H
MBE Participation

cC: Lori West, Engineering Contract Specialist
David Hahn, P.E., Engineer Manager, Paving and Drainage Design Section

Exhibit G

SCOPE OF SERVICES

AMENDMENT 3

OLD PLANK ROAD DRAINAGE IMPROVEMENTS PROJECT

CITY OF JACKSONVILLE, FLORIDA

I. SCOPE OF PROJECT

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C. Work during the design phase will concentrate, in order, on:

1. Extend pond limits within one to two feet of the existing wetland on the West side of the pond based on meeting discussions on October 24, 2016 with the Client and Environmental Resource Solutions (ERS)

2. Coordinate design with ERS and the City as necessary to confirm the proposed layout will assist to effectively mimic a wetland system.

3. Plans and Drainage Calculations will be revised to coordinate with the agreed upon pond extension. Consistent with Amendment 2, the Drainage Calculations will be designed based on the 100-year, 24-hour storm event.

4. Update the previously prepared 90% Plans, Opinion of Probable Construction Cost, Quantities and other documentation to include the pond extension and connections to wetlands.

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Final Design:

A. The Consultant shall incorporate the design change in Plans, Drainage Calculations and Specifications to show the work to be performed for the Project. Plans and Drainage Calculations with Opinion of Probable Construction Cost and supporting documents will be submitted for review and approved by the City at 90% and 100% completion stages. 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.

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III. PROJECT REQUIREMENTS

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D. The previously submitted St. Johns River Water Management District Permit will be revised and resubmitted.

IV. BUDGET

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V. TIME SCHEDULE

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Exhibit B

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

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5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
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Clerical	$ 17.61	0	$ 0.00	
TOTAL DIRECT LABOR	$38.08	87		$ 3,312.66
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7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 8,281.65
8. PROFIT: Labor Related Costs (Item 7 x 10%				$ 828.17

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Transportation & Shipping	$ 31.50	
Printing	$ 0.00	
Hanson, Inc. (f.k.a. Bowen Civil Engineering)	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 31.50
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, and 9)		$ 9,141.32
10. SUBCONTRACTS (Limiting Amount)		
Design Survey (Clary & Associates)	$ 0.00	
Geotechnical Engineering (CSI Geo) - sufficient funds in original contract and Amendment 1	$ 0.00	
MOT Engineer (Peters & Yaffee)	$ 0.00	
Environmental (Aerostar Environmental)	$ 0.00	
Landscape Architect (Walsh & Walsh)	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
11. REIMBURSABLE COSTS (Limiting Amount)		
All included in Amendment 1		
SUB-TOTAL REIMBURSABLES		$ -
TOTAL LIMITING AMOUNT (Items 10 and 11)		$ -

PART IV - REDUCTION IN TASKS FROM PREVIOUS CONTRACT

12. Removed from Basic Roadway Plan Prep./Environmental/Permitting Removal due to ERS involvement	$ (3,033.92)
TOTAL LUMP SUM AMOUNT (Item 12)	$ (3,033.92)

PART V - SUMMARY

13. TOTAL AMOUNT AMENDMENT NO. 3 (Lump Sum Plus Reimbursable (Items 5, 6, 8, 9, 10, 11 and 12)	**$ 6,107.40**
14. CURRENT CONTRACT AMOUNT	**$ 619,784.37**
15. AMENDED CONTRACT AMOUNT	**$ 625,891.77**

DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

MINORITY PARTICIPATION
Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Old Plank Road Outfall – Final Design

Project No.: P-20-10

Date: November 28, 2016

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Valu
1.)		WBE		$0
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: 3

Date of this Document: 11/28/16