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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $193,449.30. The scope of award is for downtown floating docks to be located on the Southbank Riverwalk in front of Riverplace Towers and at the end of Jackson Street on the Northbank Riverwalk. Provides for 60% design and incorporates the attached, scope and fee summary, Exhibit "L-1", with guaranteed completion of 120 days from issuance of notice-to-proceed.

Funding for this award to be encumbered account(s): RPCP32EF5720-069505-PR0655-01- $100,000.00; RPCP32EF5720-069505-PR0657-01- $93,449.30- to be executed by contract Amendment 10A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Tom Fallin, P.E., Chief-Engineering & Construction Management Division/Daryl Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY. ONE JACKSONVILLE.

January 8, 2018

TO: Gregory W. Pease
Chief of Procurement

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

FROM: Tom Fallin, PE
Chief, Engineering and Construction Management Division

Daryl Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Downtown Floating Docks AMENDMENT 10A

Account #	RPCP32EF5720-069505-PR0655-01	$100,000.00
	RPCP32EF5720-069505-PR0657-01	$ 93,449.30

Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0008-16, Contract 8150-15 has completed negotiations with Acon Construction Co., Inc., for downtown floating docks to be located on the Southbank Riverwalk in front of Riverplace Towers and at the end of Jackson Street on the Northbank Riverwalk. Negotiations have resulted in the GMP amount of $193,449.30, to provide 60% design as indicated on the attached Scope & Fee Summary, Exhibit L-1 and allowing for the completion of the work 120 days from notice to proceed for 60% design. EBO goals of 10% continue to be met with this amendment.

Accordingly, this is to recommend that Contract No #8150-15, originally executed March 28, 2016, between the City and Acon Construction Co., Inc. for Design-Build Services- Active and Passive Parks, be amended to incorporate the attached Scope and Fee Summary, Exhibit L-1 for the Downtown Floating Docks Project for the GMP amount of $193,449.30, known as Amendment 10A.

TF/lw

Attachment: Exhibit L-1

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

DESIGN CRITERIA PACKAGE
For
DOWNTOWN FLOATING DOCKS (2)
60% DESIGN ONLY

A. Scope of Work

The scope of this project is to provide 60% design drawings. The scope will include geotechnical exploration, permitting, surveying and design drawings for two floating docks at the locations listed below.

B. Location of the Sites

One of the proposed docks will be located on the Southbank Riverwalk in front of Riverplace Towers. The other proposed dock will be located at the end of Jackson Street on the Northbank Riverwalk.

C. Budget

Information obtained from the Parks Department indicates that the available budget for this project is less than $200,000 for design.

D. Permits

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

E. Public Access to the Park

These two projects connect to the Northbank and Southbank Riverwalks, which will remain open for use by the public during the 60% design.

F. Schedule

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

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

Dec 13, 2017

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

Attention: Mr. Tom Fallin, P.E.
Chief of Engineering and Construction Management
Reference: Waterway Activation Project Design and Permitting
DB Contract #8150-15

Mr. Fallin,

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

The scope of this project is to provide geotech exploration, permitting, surveying and 60% design for the two waterway dock projects listed in the design criteria. The two projects are bound together during this phase so that resources can be combined to save dollars and to facilitate both projects moving forward. The scope is outlined in the attached proposals from our subconsultants. The next phases of the projects can either stay together or branch into separate building projects as deemed appropriate by the City. Per the base agreement, negotiations will be conducted at the City's request for GMP and GCD to build the next phases.

Our Guaranteed Maximum Price (GMP) for this project as stated is $193,449.30.

The Guaranteed Completion Date (GCD) will be 120 days from Notice to Proceed to provide 60% Drawings and the permitting data.

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

Sincerely,

Frank Anderson
Construction Manager

ACON Construction Company

DB Contract 8150-15

Waterway Activation Design **DATE: Oct 30 2017**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	40	$110.00	$4,400.00
	Supervision	Hrs	0	$75.00	$0.00
	Administration	Hrs	20	$75.00	$1,500.00
	Civil Design	LS	1	$169,963.00	$169,963.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
	Subtotal				$175,863.00
	DB Fee 10%	LS	1	$17,586.30	$17,586.30
				TOTAL	$193,449.30

PART ONE - GENERAL	
1. PROJECT Southbank Riverwalk Floating Dock - 60%	2. PROPOSAL NUMBER
3. CONSULTANT Bowen Civil Engineering, Inc.	4. DATE OF PROPOSAL 10/26/2017

PART TWO - LABOR RELATED COSTS

5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED COST	TOTAL
Principal	$100 06	28	$ 2,801.68	
Project Manager	$74 64	143	$ 10,673 52	
Project Engineer	$42 27	187	$ 7,904 49	
Engineer Technician	$25 00	72	$ 1,800 00	
CADD Technician	$27 07	153	$ 4 141 71	
Clerical	$20 63	13	$ 268 19	
TOTAL DIRECT LABOR				$ 27,589 59
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 162.59% X TOTAL DIRECT LABOR				$ 44,857 92
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)				$ 72,447 51
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%				$ 7,244 75

PART THREE - OTHER COSTS	
9. MISCELLANEOUS DIRECT COSTS	
REPRODUCIBLES	$ -
BLUELINES - 24"x36"	$ -
PAPER COPIES	$ 114 55
SHIPPING	$ 138 00
MISCELLANEOUS DIRECT COSTS SUBTOTAL	$ 252 55
10. SUBCONTRACTS - LUMP SUM	
Survey	$ 17,830.00
Geotechnical	$ 50,000.00
Environmental	$ 22,081 00
SUB-CONTRACT SUBTOTAL	$ 89,911.00
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 & 10)	*$161,992 00*
11. REIMBURSABLE COSTS (LIMITING AMOUNT)	
TRAVEL	$ 107.19
OTHER (SPECIFY)	
SUBTOTAL REIMBURSABLE	$ 107.19

PART FOUR - SUMMARY	
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11	$ 169,963 00

I:\15Jobs\15L0105\Projects\Downtown Docks\Admin\03-Proposal\[Manhours - Downtown Floating Docks - 10-26-17.xls]Summary

HANSON PROFESSIONAL SERVICES, INC.
DATE: 10/26/17
CLIENT: City of Jacksonville
PROJECT: Southbank Riverwalk Floating Dock - 60%

			Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	Final Design								
	Data Collection and Review		0	8	2	2	2	1	7
	Review of geotechnical report		0	2	4	0	0	0	6
	Geometric design of dock		0	1	4	1	4	0	10
	Design of floating dock/gangway		1	6	13	4	1	0	25
	Pile Structural Analysis		3	6	16	7	2	0	34
	Develop Details		0	3	9	4	0	0	16
	Erosion Control		0	0	4	0	0	0	4
	QA/QC - Supervision		0	9	0	0	0	0	8
	Field Reviews		0	4	4	0	0	0	8
	Progress Meetings		2	4	4	0	0	1	11
	Sub-total Hours		6	34	60	18	9	2	129
b.	Permitting & Other								
	FDEP Permit assistance		2	4	4	2	2	1	15
	ACOE Permit assistance		2	4	2	1	1	1	11
	City Preliminary 10 set review		2	4	2	1	2	1	12
	Team Coordination		2	4	4	0	2	1	13
	Sub-total Hours		8	16	12	4	7	4	51
c.	Project Submittals								
	Cover Sheet	1	0	0	1	1	4	0	6
	Legend and Notes	1	0	0	2	2	4	0	8
	Existing Conditions/Demolition Sheet	1	0	0	2	2	8	0	12
	Geometry Sheet	2	0	1	2	2	12	0	17
	Dock Detail Sheet	1	0	1	2	0	8	0	11
	Gangway Detail Sheet	1	0	1	1	0	8	0	10
	Misc. Details	1	0	2	4	0	8	0	14
	SWPPP Sheet	1	0	0	1	2	4	0	7
	QA/QC - Supervision		0	8	0	0	0	0	8
	Sub-total Hours	8	0	13	16	9	56	0	87
	Total Manhours		14	63	87	31	72	6	273
	Hourly Rates		$288.83	$218.60	$122.10	$72.21	$76.18	$48.39	
	Total Labor Dollars		$4,046.31	$13,782.60	$10,622.38	$2,238.56	$5,629.76	$357.54	$36,477.21

d. ESTIMATED EXPENSES*	Unit	$/Unit	Quantity	Cost
Blueprints (black)	ea.	$0.65	0	$0.00
11 X 17 Copies	ea.	$0.15	247	$37.05
Reproducibles	ea.	$9.60	0	$0.00
8.5" x 11" Copies	ea	$0.10	200	$20.00
Mileage	mi.	$0.49	101	$49.99
Postage	mo	$5.00	3	$15.00
Courier Service	mo	$18.00	3	$54.00
				$175.04
			Total	$36,652.24

HANSON PROFESSIONAL SERVICES, INC.
DATE: 10/26/17
CLIENT: City of Jacksonville
PROJECT: Jackson Street Floating Dock - 60%

			Principal HRS	Project Mgr HRS	Project Eng HRS	Eng Tech HRS	CADD Tech HRS	Clerical HRS	TOTAL HRS
a.	Final Design								
	Data Collection and Review		0	1	2	2	2	1	8
	Review of geotechnical report		0	4	4	0	0	0	8
	Geometric design of dock		0	2	6	0	4	0	12
	Design of floating dock/gangway		1	4	6	4	0	0	17
	Design of elevated concrete walkway		1	6	8	4	1	0	20
	File Structural Analysis		3	6	16	7	2	0	34
	Develop Details		0	4	8	4	0	0	16
	Erosion Control		0	0	4	0	0	0	4
	QA/QC - Supervision		0	8	0	0	0	0	8
	Field Reviews		0	4	4	0	0	0	8
	Progress Meetings		3	4	4	0	0	1	12
	Sub-total Hours		8	43	54	21	9	2	147
b.	Permitting & Other								
	FDEP Permit assistance		2	4	4	2	2	1	15
	ACOE Permit assistance		2	4	2	1	1	1	11
	City Preliminary #0 set review		0	4	2	1	2	1	10
	Submerged Land Lease assistance		0	4	2	1	1	1	9
	Team Coordination		2	4	4	0	2	1	13
	Sub-total Hours		6	20	14	5	8	5	58
c.	Project Submittals								
	Cover Sheet	1	0	0	1	1	4	0	6
	Legend and Notes	1	0	0	2	2	4	0	8
	Existing Conditions/Demolition Sheet	1	0	0	2	2	8	0	12
	Geometry Sheet	1	0	1	2	2	12	0	17
	Concrete Walkway Detail Sheet	1	0	2	4	2	8	0	16
	Dock Detail Sheet	1	0	2	4	2	8	0	16
	Gangway Detail Sheet	1	0	2	2	2	8	0	14
	Misc. Details	1	0	2	4	0	8	0	14
	SWPPP Sheet	1	0	0	1	2	4	0	7
	QA/QC - Supervision		0	8	0	0	0	0	8
	Sub-total Hours	8	0	17	22	13	64	0	112
	Total Manhours		14	80	100	41	81	7	323
	Hourly Rates		$289.02	$215.60	$122.10	$72.21	$78.19	$59.69	
	Total Labor Dollars		$4,048.31	$17,247.75	$12,209.85	$2,960.70	$6,333.51	$417.13	$43,215.85

		Unit	$/Unit	Quantity	Cost
d.	ESTIMATED EXPENSES*				
	Bluelines (black)	ea	$0.65	0	$0.00
	11 X 17 Copies	ea	$0.15	250	$37.50
	Reproducibles	ea	$0.60	0	$0.00
	8.5" x 11" Copies	ea	$0.10	200	$20.00
	Mileage	mi	$0.49	120	$58.20
	Postage	mo	$5.00	3	$15.00
	Courier Service	mo	$18.00	3	$54.00
					$184.70
				Total	$43,399.71

ENVIRONMENTAL SERVICES, INC
7220 Financial Way, Suite 100
Jacksonville, FL 32256

Phone 904 470 2200 • Fax 904 470 2112

www.environmentalservicesinc.com

25 October 2017

Mr. Randy Downing
Hanson Professional Services, Inc.
8075 Gate Parkway W., Suite 204
Jacksonville, Florida 32246

RE: Downtown Floating Docks (EJ15448.01)
Duval County, Florida

Dear Mr. Downing:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email (ghowalt@esinc.cc). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.

Gary K Howalt

Gary K Howalt
Principal

GKH/smc/EJ15448 01 proposalrevised doc
S pf102517f

ENVIRONMENTAL SERVICES, INC

PROPOSAL FOR SERVICES
ESI PROJECT NO. EJ15448.01

The following Contract for Services is an agreement between Environmental Services, Inc. (ESI) and Hanson Professional Services, Inc. (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: **Downtown Floating Docks**
Project Location: **Duval County, Florida**

SCOPE OF SERVICES		FEE
Task 1.	**Southbank and Jackson Street Floating Docks Permits** ESI will provide the following services: • Attend pre-application meetings with Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (ACOE) • Preparation of FDEP Individual Environmental Resource Permit Application • Preparation of ACOE Individual Dredge and Fill Permit Application • Coordination with agencies for permit issuance • Prepare responses to Requests of Additional Information • Project coordination and attend meetings	$14,320.70 estimate (not to exceed)
Task 2.	**Jackson Street Floating Dock SSL** ESI will provide the following services: • Attend pre-application meet with FDEP • Assist with the preparation of SSL application • Coordination with FDEP • Prepare responses to Requests for Additional Information	$7,760.00 estimate (not to exceed)

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.

ENVIRONMENTAL SERVICES, INC

Project Name: **Downtown Floating Docks (EJ15448.01)**
Project Location: **Duval County, Florida**

Task 1:	Southbank and Jackson Street Floating Dock Permits	Fee:	$14,320.70 est. NTE
Task 2:	Jackson Street Floating Dock SSL	Fee:	$7,760.00 est. NTE

TERMS:

- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- **ESI will maintain a minimum $1,000,000 errors and omissions (professional liability) insurance; $1,000,000 per occurrence and $2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.**
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- **A retainer of $0.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.**
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. **Payment is due immediately upon receipt of the invoice**; after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- ESI rates change on March 1 of each year.
- **This proposal is valid for a period of 60 days following the date of issuance.**

TERMS ACCEPTED:		**ENVIRONMENTAL SERVICES, INC.**	
SIGNATURE:	_____	SIGNATURE:	Gary K Howalt
NAME:	_____	NAME:	Gary K. Howalt
FIRM:	_____	FIRM:	Environmental Services, Inc.
TITLE:	_____	TITLE:	Principal
DATE:	_____	DATE:	25 October 2017

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:

_____

_____

GKH/smc/EJ15448.01 proposalrevised doc
S pfl02517f

PROJECT DATA SHEET

Project Name (Title)	Downtown Floating Docks
Project # (ID)	EJ15448 01
SM/OM	GKH
Project Mgr	GKH

X	Proposal	Date 18-Oct-17	Fax	
	Project	Date		
	Add On	Date	E-mail	
	Project Add on	Date		
	Received (Admin)	Date	Mail	
	Vendor/Subcontractor			
	Contract PO Number			

Client ID #	
Client Name	Hanson Professional Services Inc.
Address	8075 Gate Parkway West, Suite 204
	Jacksonville, FL
Attention	Randy Dowing
Project County	Duval
Quad Name	Jacksonville
Latitude	30.3201
Longitude	-81.6563
S - T - R.	
Parcel No	

Client Phone Numbers:

Office	(904) 737-0090
Mobile	
Home	
Fax	
Other	
E-mail	Rdowning@hansonpc.com
Web Site	
Initial Authorization By	
Initial ESI Contact	
Referred By	
Property Owner	

New Client? Yes ____ No X ____ Name of person entering into Vision ____

Client Type: Attorney Bank Land Planner Developer Other Engineer Individual Competitor Realtor
City State Federal County Utilities Schools/Hospitals Contractor Forest Industries

Retainer Y ____ N X ____ Amount ____ Retainage ____ %
Percent Mark up on Expenses ____ OH % ____ Margin % ____
(Default 15)

Billing Rate Schedule:	
Standard	
Other	

Bill Group #	Bill Group Type	Bill Group Dept.	Bill Group Mgr.	Labor Code	Task Description	Contract Amount
Task 01	CPM	JAXEC	GKH		SJRWMD & ACOE Permits	$14,320.70
Task 02	CPM	JAXEC	GKH		Jackson Street Floating SSL Permit	$7,768.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
0	0				0	$0.00
					Total:	$22,088.70

Send copy of all signed Subcontractor Agreements to Accounting

Bill Group Name	Subcontractor Name	Amount
	Total:	$0.00

Notes (special rates, schedules, etc):

Project Budget Worksheet

Project #	[illegible]
Project Name	Barnstable Planning Dept.
Bill Group #	Task 95
Task Description	[illegible] & ACOE Permits
Bill Group Type (FF, CP, [illegible])	[illegible]
Country	[illegible]
City	Jacksonville
Latitude	[illegible]
Longitude	[illegible]

Budget Total: $ 14,216.70

Labor Billing Tab:

Labor Code	Title	Proposed Hours	Regular Hours	Rate	Bonus/Cost Rate	Bill Amount
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]

Project Budget Worksheet

Project #	[illegible]		
Project Name	[illegible]		
Sub Group #	[illegible]	Budget Total	$ 7,760.00
Task Description	[illegible]		
Sub Group Type (T&M, CP, CPAF)	CPAF		

Labor Billing Sub

Labor Code	Title	Regular Hours	Rate	Overtime Rate	Sub Amount
[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]

ENVIRONMENTAL SERVICES, INC.

Environmental Services, Inc. (ESI) is an environmental consulting firm which has been in business for over 31 years. ESI provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation

Carbon & Greenhouse Gas (GHG)

- Greenhouse Gas (GHG) Emissions & Offsets
- ANSI Accreditation under
- ISO 14065
- GHG Offset Validations/ Verifications
- GHG Emissions Verifications
- Ecosystem Services
- Air, Water, Waste Footprint
- Analysis and Reduction
- Sustainable Action Planning
- Education/Outreach

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments
- & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

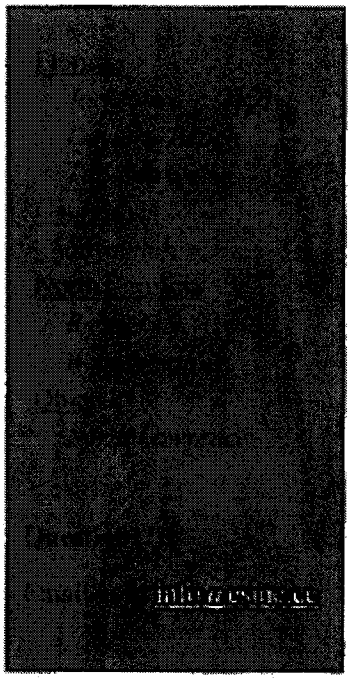
Ecology

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

Site Assessment & Remediation

- Phase I & II Environmental Site Assessments
- Soil & Groundwater
- Assessments
- Soil & Groundwater
- Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownsfields Assessments
- Industrial Hygiene
- HUD Environmental
- Assessments
- USGBC LEED Green Building

OFFICE LOCATIONS



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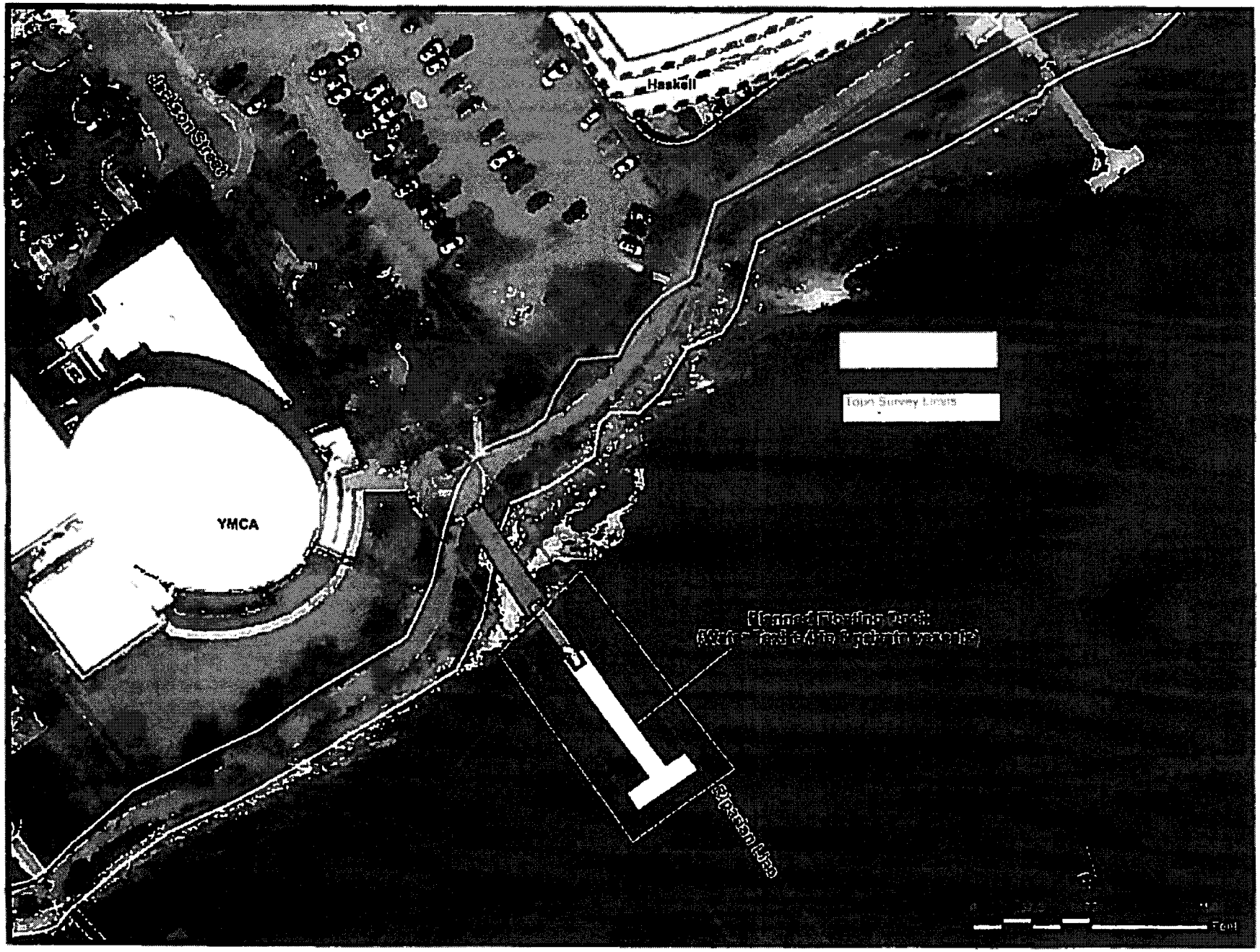
Haskell
YMCA
Topo Survey Limits
Planned Floating Dock
Station Line
Feet

SURVEY & RIGHT OF WAY MAPS

CONSULTANT: Hanson

NAME OF PROJECT: Jackson Street YMCA Dock
Task #2 - Topo

SUBCONSULTANT: Clary & Associates, Inc.
RFP No.:

FROM:
TO:

3 MAN RATE = $1,200.00 Surveyor & Mapper = $190.00
CADD Tech = $85.00 Clerical = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Baseline Control	0.25		$1,200.00		$300.00	set horizontal control
Alignment			$1,200.00		$0.00	
Target Placement			$1,200.00		$0.00	
Reference Points			$1,200.00		$0.00	
Section Line Ties			$1,200.00		$0.00	
Property/Subdivision Ties	1		$1,200.00		$1,200.00	identify R/W Jackson Street
Side Street Intersections			$1,200.00		$0.00	
Topography	2		$1,200.00		$2,400.00	topo limits "see scope"
Bench Levels	0.25		$1,200.00		$300.00	set vertical control
Roadway Cross-Sections			$1,200.00		$0.00	
Underground Utilities			$1,200.00		$0.00	
Jurisdictional Survey			$1,200.00		$0.00	
Stake-Out for Borings	1		$1,200.00		$1,200.00	stake out 5 water/1 shore
Pond Survey			$1,200.00		$0.00	
Detention Pond			$1,200.00		$0.00	
Tree Survey			$1,200.00		$0.00	
TOTAL	4.5				$5,400.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor	Hour	2	$190.00		$380.00	supervise
Technician	Hour	14	$85.00		$1,190.00	mapping
Clerical	Hour	2	$55.00		$110.00	
TOTAL					$1,680.00	
AERIAL PHOTOGRAPHY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Photography	Mile				$0.00	
Cross-section Sheets	Mile				$0.00	
TOTAL		0			$0.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Right-of-Way Maps	Hour		$85.00		$0.00	
Legal Descriptions/Sketches	Hour		$85.00		$0.00	
Title Searchs	Hour		$85.00		$0.00	
TOTAL		0			$0.00	

TOTAL : $7,080.00 PREPARED: 10/17/17

	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
LIMITED AMOUNT	Each				$0.00	Vacuum VVH of utilities

TOTAL COST: $7,080.00

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Clary
PROFESSIONAL SURVEYORS & MAPPERS

SCOPE OF WORK

JACKSON STREET/MCA DOCK TOPO
JACKSONVILLE, FLORIDA

October 17, 2017

- Set horizontal and vertical control along Riverwalk north side around Riverside YMCA
- Set 2 benchmarks with vertical datum NAVD88
- Bathymetric/Hydrographic survey of the river to extend out 300' from the outside edge of the Riverwalk for a 70' wide corridor centered on Jackson Street
- Topographical survey within the right-of-way for Jackson Street from the water's edge extending inland to the midpoint of the sculpture area
- Provide right-of-ways within the surveyed area
- Locate 6 borings, 5 water and 1 shore

SURVEY & RIGHT OF WAY MAPS

CONSULTANT: Hanson

NAME OF PROJECT: Jackson Street YMCA Dock
Task #2 - Submerged Land Lease

SUBCONSULTANT: Clary & Associates, Inc.
RFP No :

FROM:
TO:

3 MAN RATE = $1,200.00 Surveyor & Mapper = $190.00
CADD Tech = $85.00 Clerical = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Baseline Control			$1,200.00		$0.00	
Alignment			$1,200.00		$0.00	
Target Placement			$1,200.00		$0.00	
Reference Points			$1,200.00		$0.00	
Section Line Ties			$1,200.00		$0.00	
Property/Subdivision Ties			$1,200.00		$0.00	
Side Street Intersections			$1,200.00		$0.00	
Topography	1		$1,200.00		$1,200.00	locate other existing dock
Bench Levels			$1,200.00		$0.00	
Roadway Cross-Sections			$1,200.00		$0.00	
Underground Utilities			$1,200.00		$0.00	
Jurisdictional Survey			$1,200.00		$0.00	
Stake-Out for Borings			$1,200.00		$0.00	
Pond Survey			$1,200.00		$0.00	
Wetland Boundary	1		$1,200.00		$1,200.00	locate mean high water line
Tree Survey			$1,200.00		$0.00	
TOTAL	2				$2,400.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor	Hour		$190.00		$0.00	
Technician	Hour		$85.00		$0.00	
Clerical	Hour		$55.00		$0.00	
TOTAL					$0.00	
AERIAL PHOTOGRAPHY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Photography	Mile				$0.00	
Cross-section Sheets	Mile				$0.00	
TOTAL		0			$0.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Submerged Land Lease	Hour	28	$85.00		$2,380.00	Prepare Submerged Land Lease
	Hour		$85.00		$0.00	
	Hour		$85.00		$0.00	
TOTAL		28			$2,380.00	

TOTAL : $4,780.00 PREPARED: 10/17/17

	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
LIMITED AMOUNT	Each				$0.00	Vacuum VVH of utilities

TOTAL COST: $4,780.00

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Clary

PROFESSIONAL SURVEYORS & MAPPERS

SCOPE OF WORK

JACKSON STREET/YMCA DOCK

SUBMERGED LAND LEASE

JACKSONVILLE, FLORIDA

October 17, 2017

- Locate the Mean High Water Line as designated by DEP
- Locate existing docks along shore of North bank to help determine Riparian Rights Line
- Verify enough boundary monumentation to tie down the Submerged Land Lease
- Prepare and map the Submerged Land Lease

3838 Crown Point Road, Jacksonville Florida 32257
(904) 260-2703 • fax (904) 260-3799 • www.claryassoc.com

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• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

October 25, 2017

Hanson
8075 Gate Parkway West – Suite 204
Jacksonville, Florida 32216

Attention: Mr. David Kemp

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
Riverplace Tower and Jackson Street Floating Docks
Jacksonville, Florida
UES Proposal No. 1502184

Dear Mr. Kemp:

Universal Engineering Sciences (UES) is pleased to submit this revised proposal for providing geotechnical services for your project. Included in this proposal is an outline of the project information, proposed exploration, and schedule.

PROJECT INFORMATION

Project information was provided to us through recent correspondence with you. We were provided with copies of aerial photographs of the sites showing the locations of the proposed floating docks in relation to existing features.

We understand the project consists of construction of floating docks near Riverplace Tower on the Southbank and near the existing YMCA off of Jackson Street along the Northbank. The proposed construction along the Southbank includes an approximate 120 linear foot dock with a gangway adjacent to the existing fixed pier along with extending the existing floating dock approximately 100 feet to the east. The proposed construction along the Northbank includes an approximate 200 linear foot floating dock along with a concrete pathway leading from the north river walk to the shoreline. The pathway will have dimensions of approximately 12'x75'. It is anticipated the structures will be supported by driven pile foundation systems.

PROPOSED GEOTECHNICAL EXPLORATION

Based on our understanding of the project, as requested, we propose to drill four (4) Standard Penetration Test (SPT) borings within the proposed floating dock structure areas (two at each dock location) to depths of 75 feet below the mudline. The borings will require the use of our truck-mounted drill rig loaded on a full size barge. We have assumed water depths are suitable for mobilization of a full size barge. We propose one SPT boring on land for the proposed concrete pathway to a depth of 75 feet below the existing ground surface. Our services include rock cores of the limestone formation or cemented sand layers. We have assumed four core runs

of 5 feet each at each boring for purposes of providing a fee estimate. We will also require the use of temporary casing to facilitate drilling over water and the coring operations.

We will conduct all drilling and sampling in general accordance with applicable ASTM standards. At the completion of drilling, we will transport all samples to our laboratory where they will be examined by a geotechnical engineer and visually classified according to the Unified Soil Classification System. Index and classification testing will be performed on representative samples obtained from the exploration. We will also perform corrosion analyses for environmental classification in accordance with FDOT procedures and will perform grain size analyses on samples obtained at the mudline in order to obtain a D_{50} value. Our services also include unconfined compressive tests of intact rock core samples.

A professional engineer, registered in the State of Florida, who has specialized in geotechnical engineering will direct and supervise our work. A report which describes our exploration and documents the subsurface conditions encountered will be provided for you. This report will include the following:

1. A brief discussion of our understanding of the planned construction and imposed loads.

2. A presentation of the field and laboratory test procedures used and the data obtained.

3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).

4. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.

5. Recommendations for deep foundation design parameters, including allowable compressive and uplift capacities for the given pile foundation, and recommended factors of safety for design.

6. An evaluation of anticipated pile performance, including anticipated pile settlements and lateral deflections.

7. Recommendations for lateral soil design parameters for use in a lateral pile analysis. Our services also include a lateral pile analysis for given lateral loads, pile types and sizes, and depths, using LPILE.

8. Recommendations for pile construction and pile load tests.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory testing, and the preliminary engineering services outlined above, we propose to complete the geotechnical

exploration and engineering services for a **lump sum fee of $39,500.00.** The breakdown of fees is as follows:

Site 1 – Riverplace Tower Floating Dock – Southbank

Field Exploration -	**$20,175.00**
Laboratory Testing -	**$ 1,875.00**
Engineering/Support Services -	**$ 2,700.00**

Site 1 – Jackson Street Floating Dock – Northbank

Field Exploration -	**$ 7,850.00**
Laboratory Testing -	**$ 2,800.00**
Engineering/Support Services -	**$ 4,100.00**

We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to deeper depths, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

UES will contact Sunshine State One Call of Florida to identify public utilities within the area and up to the appropriate meters. **It should be noted that underwater locates require a two-week turnaround time.** Furthermore, UES should be provided with all readily available project site information regarding underground utility or service lines, and buried structures. Our office can not be held responsible for damage to buried service lines and/or structures that are not identified to our field personnel.

SCHEDULING AND AUTHORIZATION

We can initiate the field services within 10 to 12 days after receipt of written authorization to proceed with the field exploration complete in two to three days. We can provide preliminary verbal results as soon as the drilling has been completed in order to expedite the design process, upon request. The final report should be available within five weeks after notice to proceed.

We have included a short form authorization agreement. In order to expedite our internal project tracking requirements, please execute this document and return one copy to our office.

We appreciate your consideration of Universal Engineering Sciences for these services and are looking forward to serving as your geotechnical consultant on this and other future projects.

Respectfully Submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.

Stephen R. Weaver, P.E.
Geotechnical Services Manager

SRW/srw

UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Riverplace Tower and Jackson Street Floating Docks

PROJECT LOCATION: Jacksonville, Florida

CLIENT NAME: Hanson Mr. David Kemp **DATE:** October 25, 2017

CLIENT ADDRESS: 8075 Gate Parkway West – Suite 204 Jacksonville, Florida 32216 **PHONE NO.:** 904/737-0090 **email:** dkemp@hanson-inc.com

I. Scope of Services and Understanding of Project

As Shown in UES Proposal No. 1502184
(Attached)

Lump Sum Fee - $39,500.00

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. UES General Conditions
B. UES Proposal Dated: **October 25, 2017**
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: _____ Social Security No. or Federal Identification No.: _____

Address: _____

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT		UNIVERSAL ENGINEERING SCIENCES, INC.	
BY (Signature)		BY (Signature)	
PRINTED NAME		PRINTED NAME	Stephen R. Weaver, P.E.
TITLE		TITLE	Geotechnical Services Manager
DATE		DATE	October 25, 2017

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TELEPHONE: 904.296.0757 / FAX: 904.296.0748

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

1 1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc's* agents, employees, professional staff, and subcontractors.

1 2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

1 3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.

1 4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1 5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

2 1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.

2 2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

2 3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

2 4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3 1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

3 2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4 1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.

4 2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

4 3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

5 1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.

5 2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

5 3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

6 1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.

6 2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6 3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

6 4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7 1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site

7 2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172 01), hazardous wastes (40 CFR 261 2), hazardous substances (40 CFR 300 6), petroleum products, polychlorinated biphenyls, and asbestos

7 3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7 4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials

7 5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed $1,000,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance

SECTION 9: INSURANCE

9 1 UES represents and warrants that it and its agents staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts limits, and conditions of such insurance or the limits described in Section 8, whichever is less The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client

SECTION 10: DISPUTE RESOLUTION

10 1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.

10 2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

11 1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11 2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12 1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party

SECTION 13. GOVERNING LAW AND SURVIVAL

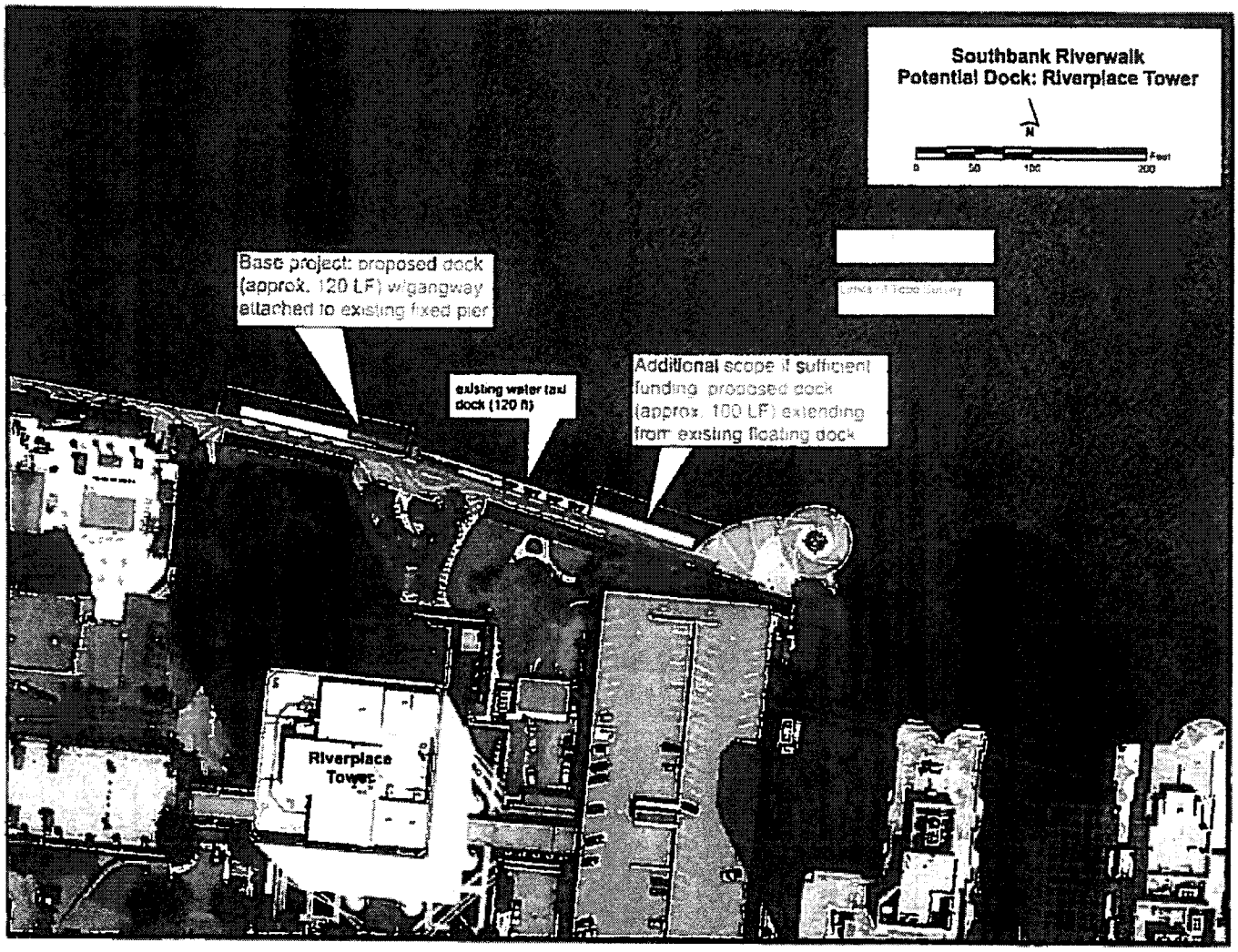
13 1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance

13 2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired Limitations of liability and indemnities will survive termination of this Agreement for any cause

SECTION 14. INTEGRATION CLAUSE

14 1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

14 2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.


Southbank Riverwalk
Potential Dock: Riverplace Tower
N
Feet
0
50
100
200
Base project: proposed dock (approx. 120 LF) w/gangway attached to existing fixed pier
existing water taxi dock (120 ft)
Additional scope if sufficient funding: proposed dock (approx. 100 LF) extending from existing floating dock
Riverplace Tower

SURVEY & RIGHT OF WAY MAPS

CONSULTANT: Hanson

NAME OF PROJECT: Riverplace Tower Dock
Task #1 - Topographic Survey

SUBCONSULTANT: Clary & Associates, Inc.

FROM:

RFP No.:

TO:

3 MAN RATE = $1,200.00 Surveyor & Mapper = $190.00
CADD Tech = $85.00 Clerical = $55.00

ITEM Design Survey	3-MAN DAYS	4 MAN DAYS	3-MAN COST	4-MAN COST	TOTAL COST	COMMENTS
Baseline Control	0.25		$1,200.00		$300.00	set horizontal control
Alignment			$1,200.00		$0.00	
Target Placement			$1,200.00		$0.00	
Reference Points			$1,200.00		$0.00	
Section Line Ties			$1,200.00		$0.00	
Property/Subdivision Ties			$1,200.00		$0.00	
Side Street Intersections			$1,200.00		$0.00	
Topography	2.5		$1,200.00		$3,000.00	topo Southbank "see scope"
Bench Levels	0.25		$1,200.00		$300.00	set vertical control
Roadway Cross-Sections			$1,200.00		$0.00	
Underground Utilities			$1,200.00		$0.00	
Jurisdictional Survey			$1,200.00		$0.00	
Stake-Out for Borings	1		$1,200.00		$1,200.00	stake or locate 6 borings
Pond Survey			$1,200.00		$0.00	
Detention Pond			$1,200.00		$0.00	
Tree Survey			$1,200.00		$0.00	
TOTAL	4				$4,800.00	
OFFICE SUPPORT	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Surveyor	Hour	2	$190.00		$380.00	supervise
Technician	Hour	8	$85.00		$680.00	mapping
Clerical	Hour	2	$55.00		$110.00	
TOTAL					$1,170.00	
AERIAL PHOTOGRAPHY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Photography	Mile				$0.00	
Cross-section Sheets	Mile				$0.00	
TOTAL		0			$0.00	
RIGHTS-OF-WAY	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
Right-of-Way Maps	Hour		$85.00		$0.00	
Legal Descriptions/Sketches	Hour		$85.00		$0.00	
Title Searchs	Hour		$85.00		$0.00	
TOTAL		0			$0.00	

TOTAL : $5,970.00 PREPARED: 10/17/17

	UNIT	NO. OF UNITS	COST/ UNIT	COST	TOTAL COST	
LIMITED AMOUNT	Each				$0.00	Vacuum VVH of utilities

TOTAL COST: $5,970.00

M:\PRIVATE SECTOR PROPOSALS\Proposals\Hanson Professional Services\2017\10.17.17 Riverplace Tower Dock Topo.xls

Clary
PROFESSIONAL SURVEYORS & MAPPERS

SCOPE OF WORK

RIVERPLACE TOWER DOCK TOPO
JACKSONVILLE, FLORIDA

October 17, 2017

- Set horizontal and vertical control along Riverwalk at Riverplace Tower and existing floating dock
- Set 2 benchmarks with vertical datum NAVD88
- Bathymetric/Hydrographic survey of the river extending out 40' from the Riverwalk for a total of 325', 200' west from the existing dock and 125' east from the existing dock
- Topo the outside edge of the Riverwalk and inland 5' for a distance of 500'
- Topo all existing landings, gangway and floating docks
- Provide elevations for the top of all pipes
- Locate 6 borings within the river

3830 Crown Point Road Jacksonville, Florida 32257
(904) 260-2703 • (fax (904) 260-3799 • www.clarysassoc.com

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on January 21, 2016; 01/28/16 ACON Construction Company, Inc. (contract #8150-15), was awarded as highest ranking firm with funding not-to-exceed $6,000,000.00 annually for a period of service for five (5) years.

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 7-14-16

Teresa R. Eichner

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/14/16

APPROVED ✓ DISAPPROVED:

Sam E. Moussa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No.

OTHER:

SIGNATURE OF AUTHENTICATION

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Wanid Pearson
for - GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

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

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 1/28/16

APPROVED _____ DISAPPROVED: _____

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

OTHER: _____

SIGNATURE OF AUTHENTICATION Sam E. Mousa

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

BID # CDB-0008-16

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING _____ DATE: 12-30-15

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 1/01/16

APPROVED ✓ DISAPPROVED: _____

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

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

FISCAL MO/YEAR : 04 2018 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0655 JACKSON STREET FLOATING DOCK
PROJECT DETAIL : 01 JACKSON STREET FLOATING DOCK
GRANT :
GRANT DETAIL :
USER CODE :

S	JAN 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	500,000.00	500,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	500,000.00	500,000.00

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

FISCAL MO/YEAR : 04 2018 CURRENCY CODE :
INDEX CODE : RPCP32EF5720 PARKS/REC/ENTER CAPITAL PROJECTS (F5720)
SUBOBJECT : 069505 DM-OTHER CONSTRUCTION COSTS
PROJECT : PR0657 RIVERPLACE TOWER FINGER PIERS
PROJECT DETAIL : 01 RIVERPLACE TOWER FINGER PIERS
GRANT :
GRANT DETAIL :
USER CODE :

S	JAN 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	300,000.00	300,000.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	300,000.00	300,000.00

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