

**PUBLIC NOTICE
AGENDA
PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING**

Thursday, May 03, 2018, 10:00 a.m.
Eighth Floor, Conference Room 851
Jacksonville, FL 32202

Committee Members: Gregory Pease, Chairman
Patrick Greive, Member, Treasury
Jeff Close, Member, OGC

Subcommittee Members	ITEM #	TITLE & ACTION	MOTION	CONTR EXP	OUTCOME
Duane Kent Jill Enz	P-08-17	Contract Amendment No. 1 Professional Design Services for Lonnie Miller Park Amenities Department of Public Works	That Contract No. 9092-02 originally executed December 6, 2017 between the City of Jacksonville and Pond & Company Corporation for the Professional Design Services for Lonnie Miller Park Amenities is amended to: (i) incorporate the attached Scope of Services identified as Exhibit C and Contract Fee Summary identified as Exhibit D; (ii) increase the lump-sum amount for design fee by \$308,374.13 to a new limit of \$443,614.17; (iii) increase the not-to-exceed limits for: electrical engineering by \$21,728.85 to a new limit of \$49,925.43, irrigation design by \$23,100.00 to a new limit of \$27,775.00; structural design by \$20,145.57 to a new limit of \$22,046.10, geotechnical/environmental by \$21,600.00 to a new limit of \$37,800.00; thereby (iv) increasing the maximum indebtedness by \$394,948.55 to a new maximum of \$664,271.25. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.	To project completion	

MEETING ADJOURNED:

CC: Council Auditor
Subcommittee Members



ONE CITY. ONE JACKSONVILLE.

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

April 24, 2018

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

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

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

R. Duane Kent, P.E. *R Duane Kent*
Engineer Manager

Jill Enz, Manager, *Jill Enz*
Parks Development and Natural Resources

SUBJECT: P-08-17 Professional Design Services for Lonnie Miller Park Amenities
Pond & Company Corporation, Contract 9092-02 Amendment 1
RPCP327F5720-069505-PR0215-14 \$394,948.55

Upon completion of the 30% plan submittal, construction plans, estimated cost and specifications for bidding purposes are required. The Engineering Division has negotiated with the consultant selected for these services, resulting in the Scope of Services, Exhibit C and Contract Fee Schedule, Exhibit D. JSEB firms to be utilized to meet the 20% Participation Percentage Plan for this contract are detailed on a separate attachment.

Accordingly, this is to recommend that Contract Number 9092-02, originally executed December 6, 2017 between the City and Pond & Company Corporation for the Professional Design Services for Lonnie Miller Park Amenities be amended to incorporate the attached Scope of Services, Exhibit C and Fee Summary, Exhibit D, to increase the lump sum Design Fee by \$308,374.13 to a new limit of \$443,614.17 and to increase the not to exceed limits for: Electrical Engineering by \$21,728.85 to a new limit of \$49,925.43, Irrigation Design by \$23,100.00 to a new limit of \$27,775.00; Structural Design by \$20,145.57 to a new limit of \$22,046.10, Geotechnical/Environmental by \$21,600.00 to a new limit of \$37,800.00, thereby increasing the maximum indebtedness by \$394,948.55 to a new maximum of \$664,271.25. All other terms and conditions are as provided in the RFP and the City's standard contract language.

TF/lw

Attachment: Exhibits C & D
JSEB Participation

cc: Lori West, Contract Specialist

ab

SCOPE OF SERVICES
90% PLANS DEVELOPMENT FOR
(PHASE 1, 1A, AND 1B)
LONNIE MILLER PARK
CITY OF JACKSONVILLE, FLORIDA

I. INTRODUCTION

Upon completion of POND's 30% submittal for Lonnie Miller Park, POND met with City of Jacksonville (COJ) Public Works and Parks and Recreation representatives to discuss ways to expedite the project schedule. COJ determined that taking the 30% plans to 90% plans would provide a more complete set of documents for bidding purposes. The attached Scope and Fee proposal identifies Phase 1, 1A, and 1B, (see attached Exhibit "A"), that will be included as part of the 90% Plans Development. Also included is the design of the 12' wide walking path located on the west side of the site.

II. SCOPE OF WORK

POND shall prepare construction plans, opinion of probable cost, and specifications utilizing the 30% Plan submittal as the basis for design and including COJ Public Works and Parks and Recreation Division staff direction. The Project Point-of-Contact for COJ is Bob Scott. Email: scott@coj.net Phone: 904-255-8734. The Project Point-of-Contact for POND is Marty Child. Email: childm@pondco.com Phone: 904-394-8114. POND will provide professional engineering services and supporting consultant services to execute the following activities:

Geotechnical:

Geotechnical borings, as required, will be performed and located on the existing survey by the POND Team.

Site Design:

POND shall prepare 90% plans for Phase 1, 1A, and 1B. All designs, construction plans and specifications shall conform to Florida Building Code, ADA requirements, and COJ Design Standards and Criteria. The following elements are to be included in the design and construction documents to be constructed as part of this project:

TENNIS FACILITY:

Six (6) Clay Courts, one (1) Asphalt Court, and four (4) Pickleball Courts, Tennis Shop with restroom facilities, showers, waiting areas, utilities, fencing, benches, drinking fountain, trash receptacles, landscaping, irrigation, and signage. All courts will be lighted.

BASKETBALL COURTS:

Eight (8) concrete basketball courts, benches, trash receptacles, drinking fountain, bike racks, landscaping, irrigation, and signage. All basketball courts will be lighted for nighttime play.

MULTI-USE FIELD WITH TRACK:

One (1) Multi-Use field, 400-meter track, bleacher seating areas, scorer's building with concession and restrooms, utilities, bike racks, trash receptacles, signage, landscaping, and irrigation. Multi-Use field and track will be lighted for nighttime use.

PICNIC PAVILIONS:

Four (4) picnic pavilions (COJ prototype) with concrete slabs, picnic tables, trash receptacles, grills, signage, landscape, and irrigation. Locations: Two (2) at Basketball facility and two (2) Track and Field area.

WALKING PATH:

Approx. 1.0-mile 12'-wide, asphalt walking path, around perimeter of developed area, linking all park elements in Phase 1, 1A, and 1B. Trail will include benches, and trash receptacles.

PARKING LOT:

Parking lot design (provided by ETM) will provide parking in close proximity to proposed facilities. POND will provide lighting, landscaping, and irrigation for the parking areas.

Landscape Architecture Design:

POND shall develop plans and specifications for the hardscape, landscape, and irrigation design.

Architectural Design:

POND shall provide architectural, structural, mechanical, plumbing, and electrical engineering services for the site adaptation of a prototypical scorer's building, tennis center building, and four (4) picnic pavilions.

Civil Engineering Design:

POND shall develop engineering plans including site/geometry plan, grading and drainage plan, utility plan, and erosion control plan.

Electrical Design:

POND shall prepare site electrical plan for tennis courts, basketball courts, track and field, parking areas, and miscellaneous site lighting requirements.

Permitting:

POND shall review and update permit requirements for the project.

Specification Package:

POND shall prepare a specification book based on the City Standards with Special Conditions and Technical Specifications to match the construction drawings for the project.

Plan Sheets:

POND shall prepare Civil, Landscape, Architectural, Structural and Mechanical, Electrical and Plumbing plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

- Cover/Key Sheet
- Legend and General Notes
- Master Site Plan
- Site/Geometry Plan
- Grading and Drainage Plan
- Utility Plan

EXHIBIT 'C'

- Detail Sheets
- Erosion Control Plan
- Landscape Plan and Details
- Irrigation Plan and Details
- Hardscape/Amenity Plan and Details
- Electrical Plan and Details
- Architectural Plan and Details

Cost Estimates:

POND shall prepare a detailed Opinion of Probable Cost for the anticipated cost of construction for the 90% plans.

Design Phases:

In an effort to expedite the schedule, POND will go directly from 30% plans to 90% plans.

POND understands that coordination with ETM, who will be responsible for the remediation for the ponds and soils as well as stormwater permitting, is critical to the success of this project. As part of our schedule and design process POND will incorporate bi-weekly coordination meetings with COJ and ETM for the duration of the project design.

Design Development (90% Plans submittal):

POND shall submit and present 90% documents to COJ in a formal presentation for review and comment. These documents shall include all drawings necessary to fully define the work to be done with this project, but are not limited to:

- Site layout/geometry plan
- Grading and drainage plan
- Planting layout plan and material list
- Final utility routing plan, irrigation-hookup and irrigation plan, and details
- Final details for connection to lift station being designed by ETM
- Lighting layout plan
- Final Architectural footprints and elevations
- Final MEP drawings for building services
- Details of the Picnic Pavilions
- Final Details, Sections and Elevations
- Opinion of probable cost based on final quantities and unit costs of detailed elements of construction necessary to build the project (with 5% contingency)
- Drawings and Technical Specifications

POND shall submit required documents, ten (10) sets of drawings, four (4) draft specifications, opinion of probable cost, and a PDF copy to COJ for review and comment and shall make all revisions necessary to obtain approvals from all reviewers for approved permits. (any revised sheets must be signed and sealed to re-submit COJ 10-set). The specifications shall include Divisions I, II, and III of the City Standard Contract Documents with the individual sections modified as necessary by POND for the project. Format pagination and divisions will conform to the City Standard Specifications in these aspects.

Exhibit 'C'

POND shall incorporate COJ 90% comments and submit revised plans to COJ for Bid Advertisement. Following acceptance of the 90% completion set, up to 10 sets of drawings, 10 sets of specifications for construction, and two (2) CD's with drawings and specifications shall be furnished to the City for bidding, bound and ready for distribution.

III. PROJECT SCHEDULE

- Kick-Off Meeting – One (1) week from COJ acceptance of scope and fee proposal and official Notice to Proceed
- 90% Review Submittal – Sixty (60) days from Kick-Off meeting
- COJ Review – Two (2) weeks from receipt of 90% submittal
- Final Submittal – Two (2) weeks from return of 90% COJ comments

Design Reviews:

POND, when submitting drawings at the completion of the 90% submittal stage, will allow two (2) weeks review time and will attend a review conference at the end of the period to discuss COJ comments. Any changes, refinements, or modifications developed in the review shall be incorporated into the final design submittal.

IV. ASSUMPTIONS

- 30% plans will be advanced directly to 90% plans.
- 90% plans are for the design for Phase1, 1A, and 1B only.
- ETM is responsible for remediation of the ponds and soils and will be responsible for stormwater design and permitting.
- ETM is responsible for the design and permitting of a new individual lift station and major trunk lines.
- ETM will be responsible for design of major utility/trunk lines and will provide a rough grading plan for the site.
- ETM is responsible for design of roadway and parking areas.
- Tree mitigation is not required.
- Survey – No additional survey will be required
- Multi-Use Field will be natural turf (Synthetic Turf will not be used).
- Amphitheatre is not a part of these plans.
- Design elements that penetrate below two feet will need to be coordinated with ETM and follow the Ash Remediation Plan guidelines.
- Irrigation water source will be potable water connection from Soutel Drive and/or Moncrief Road ROW.
- Public meetings are not required.
- Bid Phase assistance is not included but can be added at the City's request.
- Post Design Services are not included but can be added at the City's request.
- POND shall pay 10-Set Review Fee (\$648.00) and Fire Review Fee (\$125.00).
- The City shall pay all other required permit fees.

Exhibit C'

Upon review and approval of the fee proposal and Notice to Proceed POND will schedule the initial kick-off meeting with COJ.

We appreciate this opportunity very much to continue working with you on this exciting project. Upon your review of the above information if you should have any questions please give me a call to discuss. If you are in agreement with the scope of services as provided above, please sign and date and return one copy to POND for our records.

Sincerely,

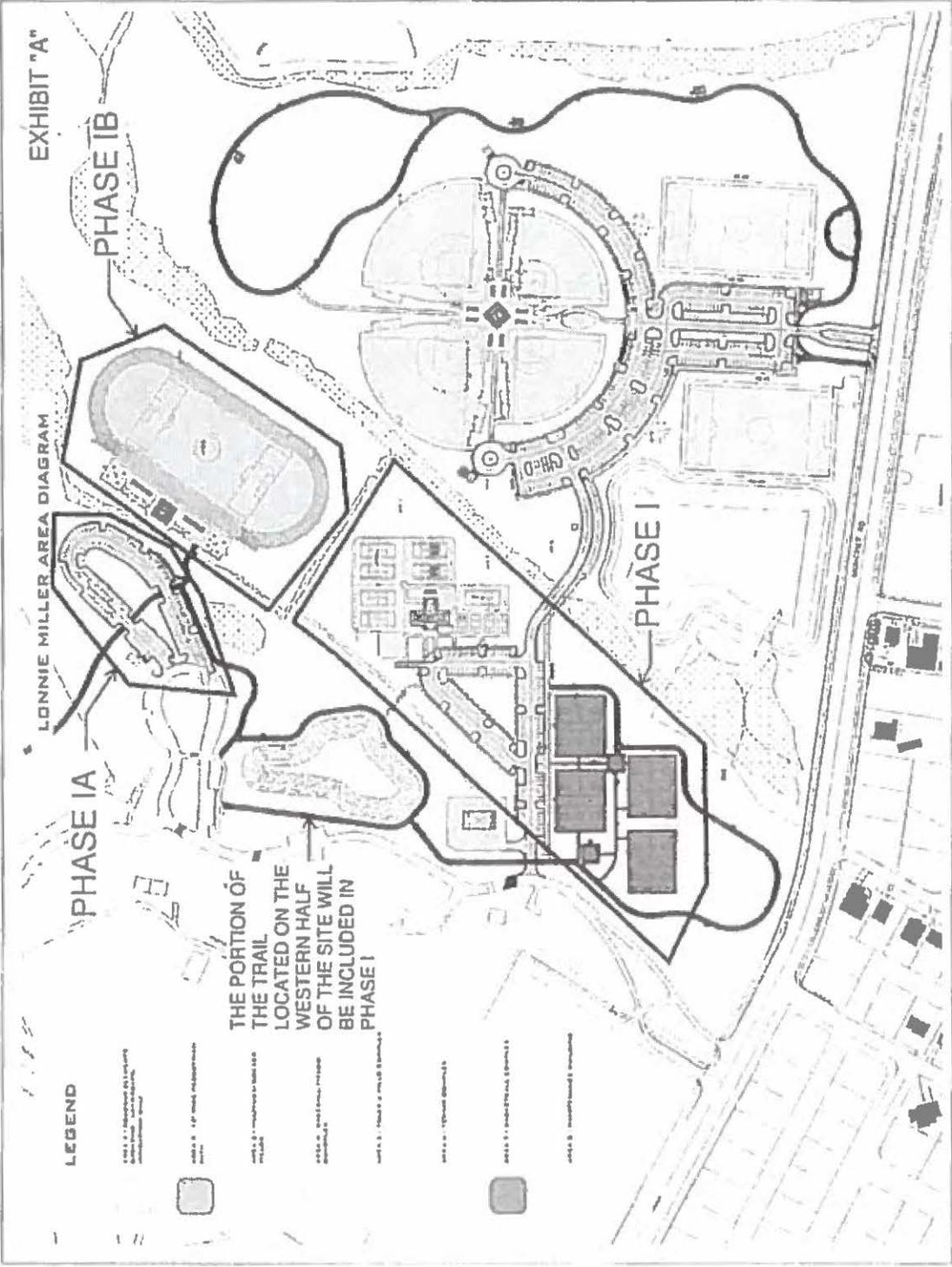
Authorized Signature/Title

Date

(Scope of Services Approval)

Marty Child, PLA
Project Manager

Exhibit C'



CGM PHASE 1 30% SUBMITTAL
 SHEET
 AREA DIAGRAM
 L-01

Exhibit C

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

PART I - GENERAL				
1. Project Lonnie Miller Park Amenities (Phase 1, 1A, 1B)		2. Proposal Number		
3. Name of Consultant Pond and Company (POND)		4. Date of Proposal 04/09/18		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 96.15	50	\$4,807.50	
Project Manager	\$ 38.46	245	\$9,422.70	
Design Engineer	\$ 39.00	380	\$14,820.00	
Design Architect	\$ 55.89	320	\$17,884.80	
Designer or Technician	\$ 24.52	455	\$11,156.60	
Clerical	\$ 18.02	80	\$1,441.60	
TOTAL DIRECT LABOR		1,530 Hours		\$59,533.20
6. Overhead (Combined Fringe Benefit & Administrative)			167.11%	\$99,485.93
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$159,019.13
8. PROFIT: Labor Related Costs (Item 7)		x	10%	\$15,901.91
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Travel From: [Consultant Office Location]	\$		40.00	
Reproduction (Blue Line & Sepias)	\$		1,267.20	
	\$			
	\$			
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$1,307.20
10. SUBCONTRACTS (Lump Sum)				
Civil Engineering (HANSON)	\$		132,145.89	
	\$			
SUB-CONTRACT SUB-TOTAL				\$132,145.89
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$308,374.13
11. REIMBURSABLE COSTS (Limiting Amount)				
Electrical Engineering (HADDAD)	\$		21,728.85	
Irrigation Design (ZELLNER IRRIGATION)	\$		23,100.00	
Structural Design (SOLID ROCK ENG.)	\$		20,145.57	
Geotechnical/Environmental (MESKEL)	\$		21,600.00	
SUB-TOTAL REIMBURSABLES				\$86,574.42
PART IV - SUMMARY				
TOTAL AMOUNT OF AMENDMENT #6 (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$394,948.55
12. PRIOR CONTRACT AMOUNT				\$269,322.70
AMENDED AMOUNT OF CONTRACT				\$664,271.25

Exhibit D

EBO FORM I
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: Pond and Company

Project Title: Lannie Miller park Improvements – Phase 1, 1A, and 1B 90% Plans

Proposal Number: P-08-17 Total Base Proposal Amount (if applicable): \$394,948.55

* Please list all JSEBs first

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
<u>Solid Rock Engineering</u>	<u>Native-American</u>	<u>Structural Engineering</u>	<u>\$20,145.57</u>
<u>Meskel & Associates Engineering</u>	<u>WBE</u>	<u>Geotechnical/Environmental</u>	<u>\$21,600.00</u>

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	\$20,145.57
Asian-American Participation Total	
Woman Participation Total	\$21,600.00
Non-MBE Participation Total	\$353,202.98

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.

Signature of Proposer: Nina Sickler Title: Vice President Date: April 10, 2018

Print Name: Nina Sickler

**ESTIMATE OF WORK EFFORT AND FEE FOR
CONSTRUCTION PLANS**

CONSULTANT: Pond and Company (POND)				NAME OF PROJECT: Lonnie Miller Park Amenities (Phase 1, 1A, 1B)						
CONTRACT NO.:				FROM: N/A						
ESTIMATOR NAME / DATE: Marty Child / 04/09/2018				TO: N/A						
				LENGTH: N/A						
No. / ACTIVITY	PRINCIPAL		PROJECT MANAGER		DESIGN ENGINEER		DESIGN ARCHITECT		DESIGNER	
	RATE/HR:	\$96.15	RATE/HR:	\$38.46	RATE/HR:	\$39.00	RATE/HR:	\$ 55.89	RATE/HR:	\$ 24.52
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST
I.5.A 30% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.B 60% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.C 90% Plans	50	\$4,807.50	245	\$9,422.70	380	\$14,820.00	320	\$17,884.80	455	\$11,156.60
I.5.D 100% Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
I.5.E Bid Plans	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL	50	\$4,807.50	245	\$9,422.70	380	\$14,820.00	320	\$17,884.80	455	\$11,156.60

No. / ACTIVITY	CLERICAL		MAN	SALARY		
	RATE/HR:	\$18.02	HOURS	SALARY	AVG.	
	MAN HOURS	LABOR COST	BY ACTIVITY	COST BY ACTIVITY	HOURLY COST	
					DIST. %	
I.5.A 30% Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.B 60% Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.C 90% Plans	80	\$1,441.60	1530	\$59,533.20	\$38.91	100.0
I.5.D 100% Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
I.5.E Bid Plans	0	\$0.00	0	\$0.00	\$0.00	0.0
TOTAL	80	\$1,441.60	1530	\$59,533.20	\$38.91	100.0

MISCELLANEOUS DIRECT COST

CONSULTANT: Pond and Company (POND)
 CONTRACT NO.:
 PREPARED: FMC

NAME OF PROJECT: Lonnie Miller Park Amenities (Phase I, 1A, 1B)
 FROM: N/A
 TO: N/A

ITEM DESCRIPTION	ITEM TOTAL	COMMENTS																																			
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Shipping	\$0.00	No additional deliveries required																																			
Other (Specify)	\$0.00																																				
TOTAL COST	\$1,307.20																																				

* MAXIMUM \$ 0.50 / MILE

EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: Pond and Company
 Project Title: Lonnie Miller park Improvements – Phase I, 1A, and 1B 90% Plans
 Proposal Number: P-08-17 Total Base Proposal Amount (if applicable): \$394,948.55

*Please list all JSEBs first

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
<u>Solid Rock Engineering</u>	<u>Native-American</u>	<u>Structural Engineering</u>	<u>\$20,145.57</u>
<u>Meskel & Associates Engineering</u>	<u>WBE</u>	<u>Geotechnical/Environmental</u>	<u>\$21,600.00</u>

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	<u>\$20,145.57</u>
Asian-American Participation Total	
Woman Participation Total	<u>\$21,600.00</u>
Non-MBE Participation Total	<u>\$353,202.98</u>

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.

Signature of Proposer: *Nina Sickler* Title: Vice President Date: April 10, 2018
 Print Name: Nina Sickler

March 29, 2018

Marty Child, PLA
Pond Company
1300 Riverplace Boulevard
Suite 210
Jacksonville, FL 32207

Re: Fee Proposal – Lonnie C. Miller Sr. Regional Park, 90% Design

Dear Mr. Child:

Hanson Professional Services Inc. is pleased to provide Civil Engineering Design services to Pond for the Preliminary Design associated with the proposed new venues at the Lonnie C. Miller Sr. Regional Park in Jacksonville, Florida under the direction of the City of Jacksonville Parks, Recreation and Community Services Department. The subject area is a former incinerator ash disposal site located at the northeast corner of Soutel Drive and Moncrief Road, along the Ribault River. Coordination will be required with the ash remediation team, led by the City's consultant, England-Thims & Miller, Inc (ETM). We understand that ETM will be providing the design and permitting for much of the infrastructure, including rough grading, stormwater management, water and sewer mains and stormwater collection trunk lines. The Park Development team, led by Pond, will build upon the 30% design framework designed by the same team to provide 90% design level plans, specifications and construction estimates. Sports facilities shall include: Phase 1 – 8 basketball courts, 7 tennis courts and 4 pickle ball courts and Phase 1B – 400 meter asphalt track and multi-use field. Phase 1A involves a small amount of shared use path which is assumed to be handled by Pond.

The following items summarize the scope for this project:

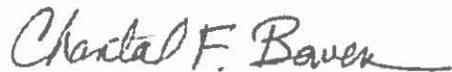
BASIC SERVICES

- Collect data and review
- Attend one kick-off meeting with the City of Jacksonville
- Attend four bi-weekly teleconference progress meetings
- Perform field reviews at the site
- Coordinate with ETM on ash remediation and grading, utility and stormwater requirements
- Coordinate with parks, recreation and community services department and other design team members
- Develop 90% level site geometry and grading design for the track, multi-purpose field, tennis and basketball courts.
- Develop 90% level design for stormwater collection system layout for each of the venues
- Develop 90% level water and sewer flow design for each of the buildings requiring services
- Develop 90% level construction drawings to include: General Notes, Site Geometry, Grading and Drainage, Water and Sewer and associated details for civil site work.
- Assembly of 90% level City Specifications
- Update and refinement of preliminary construction estimate for civil infrastructure
- Assembly of a Civil Design Narrative Report

- Plans Including:
 - Legend and General Notes
 - Master Site Plan (1"=100')
 - Site Layout / Geometry Plans (1"=30')
 - Site Grading and Drainage Plans (1"=30')
 - Water and Sewer Utility Plans (1"=50')
 - General Site, Grading Details and Water and Sewer Details
 - Other miscellaneous details associated with the recreational courts, asphalt track and sports field

Our Lump Sum fee for this work is \$132,145.89. The attached staff-hour estimate supports these costs. This proposal does not include the professional services involving the design of the shared use path, permit application fees, electrical and lighting design, structural design including retaining walls, landscape architecture, irrigation design, construction services or final construction documents. We are looking forward to working with Pond on this project. We can proceed with this effort upon final written authorization from you. Thank you.

Sincerely,
HANSON PROFESSIONAL SERVICES INC.



Chantal Bowen, P.E.
Senior Project Manager

1. PROJECT Lonnie Miller Reg. Park 90% - Phase 1,1A&1B 0		2. PROPOSAL NUMBER 18L0509	
3. CONSULTANT Hanson Professional Services Inc.		4. DATE OF PROPOSAL 3/30/2018	
PART TWO - LABOR RELATED COSTS			
5. DIRECT LABOR	HOURLY RATE	ESTIMATED HOURS	ESTIMATED TOTAL COST
Project Manager	\$76.52	74	\$ 5,631.87
Senior Engineer	\$64.05	118	\$ 7,532.28
Project Engineer	\$43.33	235	\$ 10,182.55
Engineer	\$40.59	313	\$ 12,704.67
CADD Technician	\$28.16	254	\$ 7,152.64
Clerical	\$21.25	9	\$ 191.25
TOTAL DIRECT LABOR			\$ 43,395.26
6. OVERHEAD (COMBINE FRINGE BENEFIT AND ADMINISTRATIVE) OVERHEAD RATE - 176.27% X TOTAL DIRECT LABOR			\$ 76,492.82
7. SUBTOTAL - LABOR + OVERHEAD (ITEMS 5 & 6)			\$ 119,888.08
8. PROFIT - LABOR RELATED COSTS (ITEM 7) X 10%			\$ 11,988.81
PART THREE - OTHER COSTS			
9. MISCELLANEOUS DIRECT COSTS			
PAPER COPIES			\$200.00
SHIPPING			\$69.00
MISCELLANEOUS DIRECT COSTS SUBTOTAL			\$269.00
10. SUBCONTRACTS - LUMP SUM			
SUB-CONTRACT SUBTOTAL			
TOTAL LUMP SUM AMOUNT (ITEMS 5,6,8,9 & 10)			\$0.00
11. REIMBURSABLE COSTS (LIMITING AMOUNT)			
OTHER (SPECIFY)			
SUBTOTAL REIMBURSABLE			\$ -
PART FOUR - SUMMARY			
TOTAL AMOUNT OF CONTRACT (LUMP SUM PLUS REIMBURSABLE) ITEMS 5,6,8,9,10,&11			\$ 132,145.89

HADDAD ENGINEERING, INC.

March 30, 2018

Mr. Marty Child
Pond
1300 Riverplace Blvd, Suite 210
Jacksonville, FL

RE: *Lonnie Miller Park – 90% Design (Phases 1, 1A and 1B)*

Dear Marty,

We are pleased to offer this proposal for Electrical Engineering services on the above referenced project.

Description:

- Parking and street lighting
- Power and telephone services to buildings
- Sports lighting for:
 - (1) Multi use field
 - (7) Tennis courts
 - (8) Basketball courts

Electrical Site Plans:

- Coordination with JEA for site power.
- Electrical services drawings; Site plan, power riser diagram.
- Telephone conduits distribution.
- Empty conduits for surveillance cameras.
- Load calculations.

Engineering Services:

- Update lighting calculations design, sports fields, roadways and parking.
- Prepare power distribution drawings; locate lighting poles, location of electrical services, power required for each electrical service, power riser diagrams, circuits, feeders, panel schedule, installation details, lighting control and site power distribution.
- Budgetary probable construction cost.
- Prepare specifications.

Fees:

Engineering fee for the 90% design will be \$21,728.85

Page 2
Mr. Marty Child
March 30, 2018

Please call me if you have any questions. If the above is acceptable to you, please sign below and return a copy of this agreement.

Sincerely,

Namir Haddad

Namir Haddad, P.E.
President

Accepted: _____
Signature Date

**Fletcher Morgan Park
ARCHITECTURE AND ENGINEERING FEES**

PART I - GENERAL

1. Project Lonnie Miller Park(90% Basketball, Tennis, Track and Field)	2. Project Number
3. Name of Consultant Haddad Engineering, Inc.	4. Date of Proposal 7/30/2017

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$74.05	0	\$0.00	
Project Manager	\$74.05	40	\$2,962.00	
Register Engineer	\$42.30	38	\$1,607.40	
Designer	\$36.00	36	\$1,296.00	
CAD	\$23.50	80	\$1,880.00	
Clerical / Admin	\$19.50	8	\$156.00	
TOTAL DIRECT LABOR		202		\$7,901.40
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 11,852.10
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$19,753.50
8. PROFIT: Labor Related Costs (Item 7)			x 10%	\$ 1,975.35
9. SUBCONSULTANT COORDINATION : (Items 11)			5%	\$ -

PART III - OTHER COSTS

10. Miscellaneous Direct Costs				
Original Media			\$ 0.00	
Reproduction			\$ 0.00	
Transportation			\$	
Shipping			\$ 0.00	
Miscellaneous Direct Costs			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
11. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 7, 8, 9, 10, and 11)				\$ 21,728.85
12. Reimbursable Costs - Limiting Amount				
			\$ 0.00	
			\$	
			\$	
SUB-TOTAL REIMBURSABLES				\$ -

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Items 7, 8, 9, 10, 11 and 12)	\$ 21,728.85
-------------------------------------------------------------------	---------------------

Zellner Irrigation Designs, LLC

4010 US Hwy 1 S. Suite 103
Saint Augustine, Florida 32086
(904-571-2941)
E-Mail = gczellner@gmail.com

To: Pond
From: Greg Zellner
Date: Monday, April 02, 2018
Re: Lonnie Miller Park Amenities

Marty,

Pursuant to your request Irrigation By Design, Inc. is pleased to submit the following fee proposal to provide Irrigation Design services. The fee schedule and scope of work is outlined below. The scope of services is as follows:

Scope of Services for 90%:

1. Area 1B Running Track and W/ Retention Pond (32 hrs.)	\$9,240.00
2. Area 1A Storm Water Pond (8 hrs.)	\$2,310.00
3. Area 1 Tennis and Basketball Courts (24 hrs.)	\$6,930.00
4. 1 design meetings at Pond (8 hrs.)	\$2,310.00 ea.
5. 4 Teleconference Calls (2 hrs. Each)	\$ 577.50 ea.

Total 90% Fee \$23,100.00

All inspections will include a written report and a set of marked up drawings showing all items that need to be addressed or corrected. Any additional field work requested will be billed at an hourly rate of \$105.00.

Expenses such as telephone, mileage, travel, delivery, final printing and misc. items will be billed at cost plus 15%.

Zellner Irrigation Designs, LLC appreciates the opportunity to quote these professional services. If you should have any questions please call at your convenience.

Sincerely,

Greg Zellner

Greg Zellner CID, CLIA

Acceptance this _____ day

Of _____, 2018

By _____

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

PART I - GENERAL				
1. Project Lonnie Miller Park Amenities			2. Contract Number	
3. Name of Consultant Zellner Irrigation Designs, LLC			4. Date of Proposal 3/30/2018	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Irrigation Designer / Principle	\$ 105.00	80	\$ 8,400.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
	\$ -	0	\$ 0.00	
TOTAL DIRECT LABOR	\$0.00	0		\$ 8,400.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 12,600.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 21,000.00
8. PROFIT: Labor Related Costs (Item 7				x 10% \$ 2,100.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 0.00	
Original Reproducibles			\$ 0.00	
Reproduction			\$ 0.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 23,100.00
11. REIMBURSABLE COSTS (Limiting Amount)				
Addenda Support			\$ 0.00	
Construction Support Services			\$ 0.00	
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 23,100.00

Solid Rock ENGINEERING

10365 South Hood Road; Ste 206; Jacksonville, FL 32257
Phone: 904-425-6711 Fax: 904-425-6710
Johns@SolidRockEngineering.com

WORK AUTHORIZATION AND AGREEMENT

Date: March 29, 2018 Job No.: 0000 Lonnie Miller Park
Client: Mr. Marty Child, PLA Company: Pond & Company
Street: 1300 Riverplace Blvd, Ste. 210 City: Jacksonville
State: FL Zip: 32207 Phone: 904-(904) 394-8114
Email: ChildM@pondco.com

Solid Rock Engineering Consultants Contact: Jimmy Johns (904) 425-6711

Solid Rock Engineering Consultants, Inc. ("Company") and Pond & Company ("Client") enter into the contract for professional engineering services ("Agreement").

The Company is authorized to provide professional engineering design and consulting services based upon materials and information supplied by the Client. Fees¹ include:

Base Fee: \$20,145.57

The scope of structural engineering services consists of structural design of the following elements:

- One prototypical scorer's building
- Tennis Center building/Maintenance shed
- Four Picnic pavilions (we are assuming same building design used at four locations)
- Basketball courts foundations
- Light poles foundations
- Foundations for bleacher seating
- One High Mast Lighting Footing Design
- Practice Wall for Tennis Facility
- Signs and Trash Receptacles

¹ The Base Fee, together with any additional fees and/or costs for services or work performed as described herein and/or outside the scope of Services as defined herein are referred to herein as "Fees".

Client's Initials/Date: _____ / _____

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

PART I - GENERAL				
1. Project Lonnie Miller Park Improvements (Phase 1, 1A, and 1B)			2. Contract Number	
3. Name of Consultant Solid Rock Engineering Consultants, Inc.			4. Date of Proposal 4/2/2018	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ -	0	\$ 0.00	
Project Manager	\$ 69.11	106	\$ 7,325.66	
Design Engineer or Architect	\$ -	0	\$ 0.00	
Designer or Technician	\$ -	0	\$ 0.00	
Drafter	\$ -	0	\$ 0.00	
Field Inspector	\$ -	0	\$ 0.00	
Clerical	\$ -	0	\$ 0.00	
TOTAL DIRECT LABOR	\$69.11	106		\$ 7,325.66
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	150 % x Total Direct Labor			\$ 10,988.49
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 18,314.15
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 1,831.42
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation & Shipping			\$ 0.00	
Original Reproducibles			\$ 0.00	
Reproduction			\$ 0.00	
Other			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ -
10. SUBCONTRACTS (Lump Sum)				
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
SUB-CONTRACT SUB-TOTAL				\$ -
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$ 20,145.57
11. REIMBURSABLE COSTS (Limiting Amount)				
Addenda Support			\$ 0.00	
Construction Support Services			\$ 0.00	
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)				\$ 20,145.57



Meskel & Associates Engineering
Geotechnical & Environmental & Inspection & Testing

March 30, 2018

Mr. Marty Child, PLA
Pond & Company
10199 Southside Boulevard, Suite 103
Jacksonville, Florida 32256

Subject: Proposal for Supplemental Geotechnical Exploration and Environmental Compliance Services for Final Design of Phases 1, 1A, and 1B
Lonnie Miller, Sr. Regional Park
Jacksonville, Florida
MAE Project No. 0033-0011

Dear Mr. Child:

MESKEL & ASSOCIATES ENGINEERING, LLC (MAE) is pleased to present this proposal to provide the supplemental geotechnical exploration and engineering services for the subject project. This proposal was requested by you and includes the scope of services to complete the design of structures, fields, courts, and pavilions for the Lonnie Miller, Sr. Regional Park within the Phase 1, 1A, and 1B portion of the project. Design recommendations for stormwater ponds, pavements (parking and drive areas), trails, lighting, and lift station in other areas of the project are not included in our scope of services.

SUPPLEMENTAL GEOTECHNICAL SERVICES

The objective of the supplemental geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions for the proposed construction. Based on the document provided by Mr. Marty Child, the 30% plans which detailed the location of the high mast lights, discussions with Solid Rock Engineering regarding the high mast lighting, and the results of our preliminary investigation, we propose the following supplemental scope of services:

Phase	Test Location	Test No. & Type	Test Depth (feet)
1 / 1A	Tennis Building	1 Standard Penetration Test (SPT) Boring	25
	Trail (2,700 LF Approx.)	15 Auger Borings	6
	Basketball Court -- High Mast Lighting	5 SPT Borings	25
	Tennis Courts -- High Mast Lighting	4 SPT Borings	25
1B	Scorers Building	1 SPT Boring	25
	Multi-purpose Field High Mast Lighting / Scoreboard	5 SPT Borings	25
	Multi-Purpose Field	2 Auger Borings	6

The site appears to be easily accessible with our ATV-mounted drilling equipment. We will locate the borings using our hand-held GPS equipment unless the project surveyor locates the borings. In accordance with Florida law, we will attempt to locate existing underground utilities at the site by utilizing the Sunshine State One-Call (SSOC) system. Any private utilities not included in the SSOC system will need to be located by the Owner.

Once the SPT borings are completed, the soil cuttings will be containerized for proper disposal after environmental characterization has been performed. We will take all reasonable precautions to prevent damage to property. The recovered soil samples will be described in the field by the field crew. The field logs and samples will be delivered to our laboratory, where the logs will be reviewed, and the samples will be classified, by a geotechnical engineer.

Laboratory classification and soil index property tests will be performed as necessary on selected soil samples to confirm the soil classification and provide engineering characteristics to estimate compressibility.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the subsurface conditions encountered at the boring locations. The results of the exploration and engineering evaluation will be documented in a report that will include the following:

- Our understanding of the planned construction
- The observed site conditions, such as topography, surface vegetation, etc. as it relates to the anticipated construction
- Graphical representation in profile view of our boring logs and stratification which will detail the number of borings performed, description and thickness of each soil layer, any fluid loss(es) during drilling, and SPT-N values at each sample interval;
- The laboratory test procedures performed, and the results obtained;
- Recommendations for foundation design parameters, including our estimate of the performance of the foundation system (nominal bearing capacity and estimated settlement for shallow foundations);
- Recommendations for lateral response analysis of deep foundation elements for high mast lighting (lateral analysis using L-Pile or other similar software); and
- Recommendations for testing required during site preparation and earthwork construction.

ENVIRONMENTAL COMPLIANCE, HEALTH & SAFETY

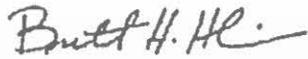
Portions of Lonnie Miller Park are known to contain incinerator ash in the subsurface which may be disturbed during the park reconstruction. To provide compliance with the City of Jacksonville's Ash Management Plan, MAE proposes to coordinate with the City regarding identification, notification, handling and characterization of any ash encountered and containerized during the drilling operations. Disposal cost associated with the ash material containerized during drilling activities is not included in this proposal.

SUPPLEMENTAL FEE ESTIMATE

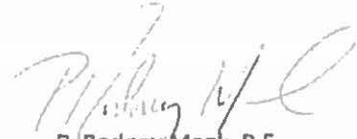
Based on the scope of the services outlined above, we propose to complete our additional work for an estimated fee of \$21,600.00. This fee includes submittal of an electronic copy of the final report. Bound, paper copies can be provided if requested. We will contact you immediately if we encounter subsurface conditions that could require the borings to be advanced to deeper depths, and/or if additional engineering analysis/evaluation outside the scope of this proposal is necessary.

We appreciate this opportunity to provide this proposal for your project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Sincerely,
MESKEL & ASSOCIATES ENGINEERING, LLC



Brett Harbison, P.E.
Director, Geotechnical Services



P. Rodney Manik, P.E.
Principal Engineer

Distribution: Mr. Marty Child, PLA / Pond

One e-mail copy

PROPOSAL AUTHORIZATION
For Supplemental Geotechnical Services
Lonnie Miller, Sr. Regional Park – Final Design of Phases 1, 1A, and 1B
Jacksonville, Florida
MAE Project No. 0033-0011

Billing Information:

Company Name: _____

Attention: _____

Company _____

Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Partles To Receive Reports:

1. _____

No. of Reports Required: _____

2. _____

No. of Reports Required: _____

NOTE: Our fee includes submittal of an electronic copy for each report. If bound paper copies are requested, the client will be charged \$50 for each additional copy.

MAE invoices should be received by you by the ____ of each month (date required for your processing)

The Client representative named below has read the General Conditions that are attached and made a part of this proposal, and agrees to be bound to the terms of the General Conditions.

Name: _____ Title: _____

Signature: _____ Date: _____

PROPOSAL DOCUMENT GENERAL CONDITIONS

Payment - Payment shall be due within 30 days after date of invoice.

Insurance - Meskel & Associates Engineering (MAE) maintains Commercial General Liability with limits of \$1,000,000 - per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate. A certificate of insurance can be provided at your request evidencing such coverage. All subcontractors to MAE maintain Workers' Compensation, Employer's Liability with limits of \$1,000,000 bodily injury by accident - each accident, \$1,000,000 bodily injury by disease - each employee, \$1,000,000 bodily injury by disease - policy limit. Workers Compensation coverage is in accordance with the Workers Compensation Law for the State of Florida.

Professional Liability: MAE maintains Professional Liability with limits of \$2,000,000 each claim and \$3,000,000 aggregate. A certificate of insurance can be provided at your request evidencing such coverage.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for MAE to make the planned borings, surveys, and/or exploration. MAE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Jacksonville, Duval County, Florida.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, MAE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless MAE from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to MAE in writing, and to reimburse MAE for expenses in connection with any such claims or suits, including reasonable attorney's fees.

Limitation of Responsibility - Client hereby agrees to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater.

Client and the Consultant agree that to the fullest extent permitted by law the Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to Consultant's reports or recommendations concerning this Agreement, Consultant's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that Client shall not indemnify Consultant against liability for damages to the extent caused by the negligence or intentional misconduct of Consultant, its agents, subcontractors, or employees.

Use of Documents - All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting

therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT OF MAE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling or Testing Location - Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and MAE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, MAE will store test samples and specimens, or the residue thereof for ninety (90) days after submission of MAE's report to Client free of storage charges. After the initial 90 days and upon written request, MAE will store test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), MAE will, after completion of testing and at Client's expense: (I) return such samples to Client; (II) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MAE is acting as a Bailee and at no time does MAE assume title of said waste.

Discovery of Unanticipated Hazardous Materials - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MAE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MAE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MAE to take immediate measures to protect health and safety. MAE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages MAE to take any and all measures that, in MAE's professional opinion, are justified to preserve and protect the health and safety of MAE's personnel and the public. Client agrees to compensate MAE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against MAE, and agrees to defend, indemnify and save MAE harmless from any claim or liability for injury or loss arising from MAE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate MAE for any time spent and expenses incurred by MAE in defense of any such claim, with such compensation to be based upon MAE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Force Majeure - MAE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.



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

PART I - GENERAL					
1. Project Lonnie Miller Senior Regional Park			2. Contract Number		
3. Name of Sub Consultant Meskel & Associates Engineering, PLLC			4. Date of Proposal 8/3/2017		
PART II - LABOR RELATED COSTS					
5. Direct Labor	Unit	Rate	Estimated Quantity	Estimated Cost	
Principal Engineer (Registered)	Hr	\$48.00	0.0	\$0.00	
Chief Engineer (Registered)	HR	\$44.43	8.0	\$355.44	
Senior Engineer (Registered)	Hr	\$40.87	16.0	\$653.92	
Staff Engineer (Registered)	Hr	\$33.50	32.0	\$1,072.00	
Staff Engineer (non-Registered)	Hr	\$28.50	0.0	\$0.00	
Laboratory Technician	Hr	\$22.63	0.0	\$0.00	
Field Technician (Soils/Concrete)	Hr	\$22.00	0.0	\$0.00	
Field Asphalt Technician	Hr	\$23.00	0.0	\$0.00	
Plant Asphalt Technician	Hr	\$23.00	0.0	\$0.00	
Draftsperson/CAD Operator	Hr	\$20.00	12.0	\$240.00	
Clerical	Hr	\$17.00	10.0	\$170.00	
Maintenance of Traffic (MOT)	Hr		0.0	\$0.00	
Sr Technician/MOT Supervisor - Plan Prep	Hr	\$28.00	0.0	\$0.00	
TOTAL DIRECT LABOR					\$2,491.36
6. Overhead (Combined Fringe Benefit & Administrative)			Overhead Rate		
			200.00% x Total Direct Labor		\$4,982.72
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					\$7,474.08
8. PROFIT: Labor Related Costs (Item 7)			10.0% x (Labor + Overhead)		\$747.41
9. TOTAL LABOR (Item 7 + 8)					\$8,221.49
PART III - OTHER COSTS					
10. Miscellaneous Direct Costs					
Geotechnical Field Exploration - Mobilization of men and equipment, boring layout, SPT drilling					\$8,764.00
Containerizing Soil Boring Cuttings / Disposal					\$1,500.00
Laboratory Index Property Testing					\$1,264.00
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					\$11,528.00
11. SUBCONTRACTS (Lump Sum)					
Pace Analytical Laboratories					\$1,850.00
SUB-CONTRACT SUB-TOTAL					\$1,850.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)					\$21,599.49
12. REIMBURSABLE COSTS (Limiting Amount)					
SUB-TOTAL REIMBURSABLES					\$0.00
PART IV - SUMMARY					
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)					\$21,600.00