DEPARTMENT OF PUBLIC WORKS

Jacksonville
Where Florida Begins.

March 23, 2017

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

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

FROM: Roy Birbal, Interim Chief
Public Buildings

Daryl Joseph, Director
Parks, Recreation and Community Services Department

SUBJECT: P-29-16 First Coast Aquatic Center
PRCP322F5750-03109-PR0304-02

The Engineering Division has negotiated with the consultant selected for First Coast Aquatic Center, resulting in the Scope of Services, Exhibit A and Contract Fee Summary, Exhibit B, attached. The encouragement plan was utilized for this contract.

Accordingly, this is to recommend that the City of Jacksonville enter into a contract with PQH + Moody-Nolan Aquatics Joint Venture for the First Coast Aquatic Center, that includes the attached Scope of Services, Exhibit A and Fee Summary, Exhibit B, to provide a lump sum amount for Design Services in the amount of $578,866.09 and not to exceed limits for: Travel in the amount of $7,650.00 and Contingency in the amount of $1,000.00, resulting in a maximum indebtedness to the City in the amount of $587.516.09 and with an expiration date to project completion. All other terms and conditions of the Contract shall be as provided in the Request for Proposals and the City's Standard contract language.

JPP/lw

Attachment: Exhibits A & B

cc: Lori West, Contract Specialist
Alex Baker, Buyer

PQH + Moody-Nolan Aquatics Joint Venture

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
First Coast Aquatic Center SCHEMATIC DESIGN SERVICES	**P-29-16**
3. Name of Consultant	4. Date of Proposal
PQH + Moody Aquatics Joint Venture	3/17/2017

PART II - LABOR RELATED COSTS

TASK 1 Project Planning and Management

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$74.03	80	$5,922.00	
Project Manager/Sr Designer	$47.95	120	$5,754.42	
Project Programmer	$46.20	40	$1,848.00	
Design Architect/Engineer	$37.85	120	$4,542.30	
Designer or Technician	$20.02	85	$1,702.00	
Interior Designer	$33.81	20	$676.20	
DIRECT LABOR Task 1		465	Hours	$20,444.92

Task 2 - Pre-Design and Master Plan Reconciliation

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$74.03	60	$4,441.50	
Project Manager/Sr Designer	$47.95	105	$5,035.12	
Project Programmer	$46.20	24	$1,108.80	
Design Architect/Engineer	$37.85	153	$5,791.43	
Designer or Technician	$20.02	170	$3,404.00	
Interior Designer	$33.81	5	$169.05	
Estimator	$33.81	33	$1,115.73	
DIRECT LABOR Task 2		550	Hours	$21,065.63

Task 3 - Enhanced Schematic Design

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$74.03	120	$8,883.00	
Project Manager/Sr Designer	$47.95	230	$11,029.31	
Project Programmer	$46.20	16	$739.20	
Design Architect/Engineer	$37.85	430	$16,276.58	
Designer or Technician	$20.02	500	$10,011.75	
Interior Designer	$33.81	40	$1,352.40	
Estimator	$33.81	67	$2,265.27	
DIRECT LABOR Task 3		1,403	Hours	$50,557.50

TOTAL DIRECT LABOR				
	Task 1	465		$20,444.92
	Task 2	550		$21,065.63
	Task 3	1,403		$50,557.50
	TOTALS	**2,418**	Hours	**$92,068.04**
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 170%.				$156,515.67
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$248,583.71
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$24,858.37

PART III - OTHER COSTS			
9. Miscellaneous Direct Costs			
3 Sets of Blacklines 24" x 36"	$	200.00	
10 Sets of Blacklines 11" x 17"	$	500.00	
Paper Color Copies	$	500.00	
Shipping/Courier	$	100.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$1,300.00
10. SUBCONTRACTS (Lump Sum)			
A. GAI	$	191,704.00	
PLANNING/COORDINATION			
ENVIRONMENTAL	$		
LAND SURVEYOR	$		
CIVIL ENGINEER	$		
LANDSCAPE ARCHITECT	$		
B. GEOTECHNICAL - MAE	$	4,920.00	
C. AQUATICS CONSULTANT - CH	$	62,500.00	
D. McVEIGH & MANGUM	$	45,000.00	
STRUCTURAL ENGINEER	$		
MEP / FP ENGINEERS			
SUB-CONTRACT SUB-TOTAL			$304,124.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)			$578,866.09
11. REIMBURSABLE COSTS (Limiting Amount)			
Travel	$	3,600.00	
12 per-day Total Visits from St Louis and Columbus - Flight and auto rental ($600/day)			
Lodging and Meals per diem - 6 ($125 + $50)	$	1,050.00	
Other/Contingency	$	1,000.00	
GAI ((Travel/Miscellaneous - Orlando Office)	$	3,000.00	
SUB-TOTAL REIMBURSABLES			$8,650.00
PART IV - SUMMARY			
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10 and 11)			**$587,516.09**
12. PRIOR CONTRACT AMOUNT (Through Amendment #0)			$0.00
AMOUNT OF CONTRACT			**$587,516.09**

FIRST COAST AQUATIC CENTER

SCOPE OF SERVICES

MARCH 17, 2017

Revised MARCH 23, 2017

PHASE I - MASTER PLAN/PROGRAM VERIFICATION AND 30% DESIGN DOCUMENTS

INITIAL PROJECT SCOPE:

Provide studies, re-establish the programming and phasing, develop design and provide 30% Documents for the new First Coast Swimming Pool Facility. Project is to be located on a site at the First Coast High School as identified in the 2014 Study, Option 1.

Task I PROJECT PLANNING AND MANAGEMENT SERVICES:

1. **Project Planning** services consisting of administrative functions including:
   a) Consultation
   b) Research
   c) Conferences
   d) Communications

2. **Disciplines Coordination/Document Checking** consisting of:
   a) Coordination between the architectural work and the work of sub-consultants, the City and the Parks and Recreation Department involved in the Project.
   b) Review and checking of documents prepared for the Project by the Consultant.
   c) Coordinate all programming issues with Parks and Recreation Department and City, and validate all desired aquatic activities with programmed space requirements.

3. **Agency Consulting/Review/Approval** services, including:
   a) Permit Agency consultations
   b) Research of critical applicable regulations/Codes
   c) Preparation of written and graphic explanatory materials

4. **Owner-Supplied Data Coordination**, including
   a) Review and coordination of data furnished for the Project as a responsibility of the Owner.
   b) Assistance in determining criteria.
   c) Assistance in obtaining data.
   d) Review of existing survey; establish criteria for future surveys.
   e) Research of available documents for the First Coast High School.

5. **Schedule Development** services, including:
   a) Establishment of initial schedule for Consultant's services, decision-making, design, documentation, contracting and construction, based on determination of scope of Consultant's services.
   b) Review and update of previously established schedules during subsequent phases.

6. **Presentation** services consisting of two meetings, presentations and recommendations by the Consultant to the following client representatives:
   a) Parks and Recreation Department.
   b) City of Jacksonville.

<u>Task II PRE-DESIGN SERVICES:</u> Program Verification & Masterplan Review

(5 weeks + 2 weeks City Review)

1. **Process:** The Consultant shall review and verify the Programming included in the 2014 "First Coast Aquatic Study", Option 1, as identified in the RFP (with a 2014 construction budget of approximately $24,000,000.). This task will involve meeting with stakeholders and review of options related to program objective, size, function, and quality of a project with general magnitude of cost impact. The options will be located solely on the site identified in the 2014 study. The Consultant and all Team members shall work primarily with and receive direction from a City of Jacksonville Project manager and City Administrative and Recreation User Committee. An external citizen advisory committee will also be consulted.

2. **Programming**: Programming Verification Services consisting of consultation to review the 2014 report and document/adjust the following requirements for the Project:
   a) Design objectives, limitations and criteria
   b) Development of the City's initial facility requirements and program areas
   c) Space relationships
   d) Flexibility and expandability – possible phasing of work
   e) Pool equipment and systems
   f) Development of a preliminary budget for the Work based on programming and scheduling.

g) Operating procedures
h) Security criteria
i) Communications relationships
j) Project schedule

3. **Space Schematics/Flow Diagrams** consisting of Architectural and Pool Diagrammatic Concept Studies:
   a) Internal functions
   b) Human, vehicular and material flow patterns
   c) General space allocations
   d) Pool Requirements and design intent:
      1. Championship Pool
      2. Diving Pool
      3. Warm-up Spa
      4. Decking
   e) Natatorium Requirements
   f) Outdoor Aquatics
   g) Conceptual Sections

4. **Site Development Planning:** consisting of preliminary site analysis of conceptual site development design, based on the 2014 Study, Option 1:
   a) Identify Environmental issues
   b) Evaluate Real Estate Acquisition needs (Pool/Ponds/Drainage)
   c) Geotechnical Evaluation Structure placement
   d) Circulation and parking – shared/exclusive
   e) Other site coordination
   f) External utilities and communications
   g) On-site Utility Systems
   h) Drainage systems/Existing Retention areas
   i) JEA Service Availability Letter

5. **Work Plan:** Following Notice to Proceed, this task will include:

Week 1 - Kick-off meeting with City staff and Design Team to review and refine process approach and set meeting schedule. Design Team to kick-off planning internally.

Week 2 - Client meetings:

1st day: Meet with City & Recreation User Committee with planning options articulated and draft approach /presentation to external Committee meeting, followed by Design Team work session to make adjustments to external presentation as required.

2nd day: Meet with external committee to reviews possibilities to gather feedback and discuss options within the context of City & Recreation User committee feedback.

Week 4 – Prepare and submit draft Program Verification Report.

Week 5 - Wrap up Program/Concept report with recommended program/concept option submitted to City for approval.

6. **Deliverable Documents:** (11"X17")
   a) Program Verification Report and Summary of Spaces
   b) Illustrative Site Plan
   c) Illustrative Conceptual Plan
   d) Conceptual budget
   e) Possible phasing
   f) Future options

Task III: 30% DESIGN (14 weeks + 2 weeks estimating + 2 weeks City review)

1. **Process:** The Consultant Team will design and prepare preliminary (30% design) documents for estimating, review and approval by the City. This task will include schematic design process, review and schematic definition of all major architectural elements and building systems to allow preparation of an estimate of probable cost and serve as a starting point for future construction document phases not included in this proposal. Includes four (4) meetings with client and one (1) with City/User Committee. A preliminary written approval of architectural concept will be sought at approximately the half-way point of this task.

2. **Preliminary (30%) Design Activities**
   a) Document Control: Prepare base background and develop sheet title block with Client and Consultant logos for Client approval and subsequent use by all disciplines.
   b) Based upon the owner's approval of the Masterplan and Program Verification, the Consultant shall prepare 30% Design documents for the Owner's Approval based on the 2014 Report, Option 1 (as adjusted/modified in Program Verification Task). 30% Design Documents shall include:
   c) Site and Civil Design – See GAI Consultants, Inc.
   d) Aquatic Facilities
      1. Pool Preliminary Site Plans
      2. Pool Preliminary Plans and Sections
      3. Pool Deck Equipment Plan
      4. Diving Board/platforms and Details
      5. Preliminary Piping Diagram
      6. Pool Mechanical Room and Surge Tank Plans
      7. Preliminary Structural Design of the Pool Shells
      8. Preliminary Mechanical Design for Pool Heating and Cooling Systems
      9. Written Outline Specifications for Swimming Pool

e) Architectural: Natatorium and Support Spaces
   1. Develop building plans and architectural systems.
   2. Provide site plan, preliminary building plans, sections and elevations.
   3. Develop perspective or modeling sketches to illustrate design.
   4. Provide Code analysis and area tabulations.
   5. Provide Plans, sections (building and typical wall) and elevations.
   6. Diagrammatic layout of building systems for coordination
   7. Project outline specification for major materials and systems.

f). Geotechnical Services – See Meskel & Associates Engineering (MAE)

g) Mechanical, Electrical, and Structural Services – See McVeigh & Mangum Engineering, Inc.

3. Opinion of Probable Cost of the Work

a) Establishment of an Opinion of Probable Cost (OPC) with contingencies and alternates as required.

b) Update operations and maintenance cost estimate

c) Update economic impact information

4. Deliverable Documentation

a) Submit one 30% Design Package:

b) Digital Files, PDF and CAD of all drawing sheets

c) 3 full size documents – 30" x 42"

d) Outline specifications, narratives and catalog product illustrations (hard copy and Word Document)

e) Cost Estimate

f) Rendered building elevation and site plan to Client for marketing and public information purposes.

END

gai consultants

Jacksonville Office
1301 Riverplace Blvd.
Suite 790
Jacksonville, Florida 32207

T 904.363.1110
F 904.363.1115

March 15, 2017
Project A160518.00
Revised March 23, 2017

Mr. Jose (Pepe) Perez
Principal/CEO
PQH Group
4141 Southpoint Drive East
Jacksonville, Florida 32216

Scope of Services
First Coast Aquatic Center, Jacksonville, Florida

Dear Mr. Perez:

GAI (Consultant) understands that the PQH/Moody Nolan Aquatics Joint Venture (Client) is developing schematic design, design development, and 30% documents for the new First Coast Swimming Pool Facility for the City of Jacksonville, FL. The project site is located on site at the First Coast High School.

Scope of Services

This Scope of Services (Scope) is based on the scope of services for the City of Jacksonville, dated December 14, 2016 provided by the Client, direction from the meeting between the Client, GAI, and the City of Jacksonville on March 6, 2017, and includes professional services for: environmental, land survey, civil engineering, and landscape architecture services. The specific tasks included in this scope are outlined below. A copy of the March 10, 2017 scope of services is attached hereto for reference as Exhibit C, as well as an aerial photograph that approximately outlines the 11± acre site as Exhibit B.

Task 1 – Project Meetings, Project Coordination, Due Diligence, and Cost Estimating Services

Based on the Client's work plan outlined in the March 10, 2017 scope of services to the City of Jacksonville, GAI will provide the Client with /coordination assistance with managing the project team, as well as coordination with the City during the project. This task includes assisting the Client with workshop organization and presentation, in all meetings, both by phone and in person (assumes approximately 2 per month), and also assumes an approximate project duration of forty (40) weeks. This task includes pre-application meetings with all regulatory agencies having jurisdiction for this project as well such as the City of Jacksonville, St. Johns River Water Management District, JEA, etc. This task also includes performing necessary site due diligence and regulatory research such as obtaining a JEA utility availability letter, and development of one (1) conceptual project civil engineering and landscape architecture cost estimate at the conclusion of the 30% design effort.

All meeting summaries provided by the Client will be reviewed by Consultant.

Task 2 – Environmental Services

2.1 Ecological Assessment / Wetland Delineation

- Research existing published literature and available documents pertinent to the project site. Particular attention will be directed toward reviewing existing permits or prior wetland determinations for the project site.
- Review existing databases from the United States Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission (FWC) for the presence of federal- and state listed plant

and animal species, including request a database search from the FWC for the presence of the Southern Bald Eagle onsite or within a one-mile radius of the project area.

- Conduct one site assessment to evaluate the presence of threatened and endangered species, critical habitat, natural communities, and the location, landward extent, and quality of potentially jurisdictional wetlands.
- Field flag the landward extent of wetlands potentially within the jurisdiction of governmental agencies with statutory permitting authority following the 2010 Final Supplement to the Corps of Engineers Wetlands Delineation Manual (1987) and the Unified Wetland Delineation Methodology for the State of Florida dated July 1, 1994. Coordinate with surveyors and/or engineers to locate the field flags as previously placed.
- Prepare a brief Technical Memorandum detailing the findings of the field investigation, any potential limitations posed by site conditions, and potential options for compensatory mitigation for unavoidable wetland and/or surface water impacts.
- Conduct coordination meetings with Client and/or Project Team.

2.2 Agency Site Reviews/Meetings

- Request and conduct site reviews with the following agencies for verification of the extent of jurisdictional limits:
- St. Johns River Water Management District (District) (informal, non-binding);
- Coordinate with the agency reviewers regarding wetland conditions observed during the site reviews referenced above.
- Request and attend a pre-application meeting with District staff to introduce the project and verify design and permitting requirements to which the project must comply.
- Memo of attendees and outcomes

Task 3 – Surveying Services

GAI will survey the proposed project site reflected on the attached aerial exhibit. The project area consists of approximately 11 acres, including two (2) retention ponds, an existing driver's education facility, bus drop off area, and site driveways. The surveying effort will identify all wetland lines flagged by GAI as part of Task 2 above, all protected trees, and site topography on no less than a 100 foot grid. This task includes performing underground utility locate services across the project site, given the vertical improvements proposed by this project. This task also includes staking the geotechnical boring locations to be decided by the Client and GAI.

The intent of this surveying effort is to complete 30% design services. Should additional surveying be required to complete construction documents as part of a future work authorization, those services will be proposed at that time.

Deliverable: Three (3) signed and sealed project surveys, with accompanying CAD file.

Task 4 - Schematic Phase Services

GAI will work with the Client during the Schematic Phase Services as outlined below

4.1 Master Plan Refinement

GAI understands that the Client will develop the conceptual master site plan based on Option 1. Upon receipt of the proposed master site plan from the Client in Auto-CAD format, GAI will then refine the proposed master site plan based on civil site design criteria, utility needs, site circulation needs, and good engineering practice. It is assumed that the master site plan may be revised up to three (3) times based on City and Client feedback.

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Task 5: DESIGN (30%) PLANS:

Based upon the owner's approval of the Master Site Plan developed as part of Task 4.2 above, GAI shall prepare Civil Engineering and Landscape Architecture 30% Design documents for the Client's integration into the drawing set based the 2014 Option 1.

5.1 30% Civil Engineering Design

The 30% Civil Engineering Design Plans shall Consist of the following:

- Limits of Construction, Erosion and Sedimentation Control Plans
- Stormwater Pollution Prevention Plan (SWPPP) Site Map and Details
- Site Geometry, and Horizontal Control Plans and Details.
- Demolition Plans
- Construction Phasing Plan
- Typical Sections as may be applicable.
- Paving, Grading and Drainage Plans and Details
- Water, Fire and Wastewater Plans and Details
- Utility Sleeving Plan and Details
- Sidewalk and Handicap Ramp Plans and Details
- Miscellaneous Site Civil Details

5.2 30% Landscape Architecture Design

The 30% Landscape Architecture Design Plans shall consist of the following:

- Miscellaneous Site Civil Details
- Key Map/General Notes/Landscape Notes/Furnishings Schedule
- Planting Plan and Details
- Site Hardscape Paving Plans
- Irrigation Plan and Details
- Site Furnishings (selection, location and details) (i.e. fencing, gates, pavilions, benches, waste receptacles, drinking fountains, bleachers, lighting fixtures, etc.)
- Entrance Sign

This task includes revising the 30% plans one (1) time based on City and Client feedback. Cost estimating of these plans will be provided for under Task 1 above.

Deliverable: PDF and CAD files for the subject plans will be provided to the Client.

Deliverables:

All GAI deliverables will be electronic to the Client unless otherwise noted above.

Schedule

GAI will work with the Client to abide by the timelines proposed to the City of Jacksonville, as outlined in the Client's scope document, dated March 10, attached hereto as Exhibit C for reference.

Compensation

Compensation for services rendered by GAI for Tasks 1 through 5 will be on a lump sum basis as reflected on the attached City of Jacksonville Fee Summary Breakdown.

Reimbursable expenses may include in-house and out-of-house projected costs required to perform and deliver the survey, ecological assessment and schematic design documents, such as postage, courier

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services, overnight deliveries, and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. A reimbursable expense allowance of $10,000 has been included in our fee summary. Reimbursable expenses will be invoiced on an actual cost basis.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

- Planning services associated with re-zoning, change in land use, concurrency, etc.
- Gas, Telecommunication, Telephone, and Electric System Design (coordination of these efforts for civil related items only).
- Geotechnical Engineering (coordination of these efforts for civil related items only).
- Traffic Studies and/or Traffic Analysis.
- Structural Engineering Design.
- Public involvement coordination for notification of commencement of construction, flyers, and utility outage reports, traffic rerouting reports, etc.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's Scope of Services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's Scope of Services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within 30 calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within 30 calendar days.
8. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, or employee of Consultant.

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9. PERSONAL LIABILITY OF PERSONNEL DISCLAIMER-PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

Please do not hesitate to contact me at 321-319-3057 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.

Frank Bellomo, PLA
Assistant Vice President
Senior Director Landscape Architecture

Robert A. Schanck, P.E.
Vice President
Senior Director of Engineering

REQUESTED AND AUTHORIZED BY:
PQH Group

BY:

PRINTED NAME:

TITLE:

DATE:

FB/RAS/shw

Attachment:

City of Jacksonville Format Fee Summary
Exhibit A - GAI Standard Terms and Conditions for Professional Services
Exhibit B - Survey Scope Area

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CONTRACT FEE SUMMARY FOR First Coast Aquatic Center

PART I - GENERAL

1. Project First Coast Aquatic Center	**2. City Contract Number** TBD
3. Name of Consultant GAI Consultants, Inc.	**4. Date of Proposal** 3/15/2017

PART II - LABOR RELATED COSTS

5. DIRECT LABOR	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Sr. Director	$ 100.00	15	$ 1,500.00	
Director	$ 75.00	30	$ 2,250.00	
Sr. Manager (PM)	$ 58.50	255	$ 14,917.50	
Sr. LA	$ 32.00	48	$ 1,536.00	
Sr. Technician	$ 26.00	100	$ 2,600.00	
Sr. Engineering Director	$ 90.00	32	$ 2,880.00	
Eng. Manager	$ 75.00	84	$ 6,300.00	
Sr. Project Engineer	$ 48.00	106	$ 5,088.00	
Lead Designer	$ 38.00	100	$ 3,800.00	
Engineer Intern	$ 26.50	160	$ 4,240.00	
CAD Operator	$ 29.00	240	$ 6,960.00	
Sr. Environmental Specialist	$ 43.00	40	$ 1,720.00	
Environmental Prj. Specialist	$ 30.00	66	$ 1,980.00	
Surveyor (PSM)	$ 57.00	40	$ 2,280.00	
Two-Man Survey Crew	$ 50.00	100	$ 5,000.00	
Admin	$ 20.00	40	$ 800.00	
			TOTAL DIRECT LABOR	$63,852
6. OVERHEAD (Combined Fringe Benefits & Administrative) Overhead Rate 172.94%				$110,425
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$174,276
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$17,428
TOTAL LUMP SUM LABOR FEE (GAI)				**$191,704**

PART III - OTHER COSTS

9. MISCELLANEOUS DIRECT COSTS Direct Expenses Allowance (Lump Sum)	$ 3,000
MISCELLANEOUS DIRECT COSTS SUB-TOTAL	**$3,000**
10. SUBCONSULTANTS	
SUB-CONTRACT SUB-TOTAL	**$0**

PART IV - FEE SUMMARY

TOTAL FEE - (Items 5, 6, 8, 9 and 10)	**$194,704**

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

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EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

   No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

   If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

   A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.

   B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.

   C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.

   D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

   A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).

   B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.

   C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.

   D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.

   E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.

   F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.

   G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).

   H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

   I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

   A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report , design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.

D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Insurance

A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:

Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of $500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of $1,000,000 per occurrence, and property damage with limits of $1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of $1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of $1,000,000 in the aggregate.

B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.

C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.

D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.

10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.

11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of $50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

    A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and

    B. GAI believes that the work performed, tested or observed meets the certification criteria; and

    C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

    Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

    A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.

    B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.

    C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.

    D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

    In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

    E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

    F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.

        (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

        (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.

        (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.

    G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.

    H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

    I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.

    J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.

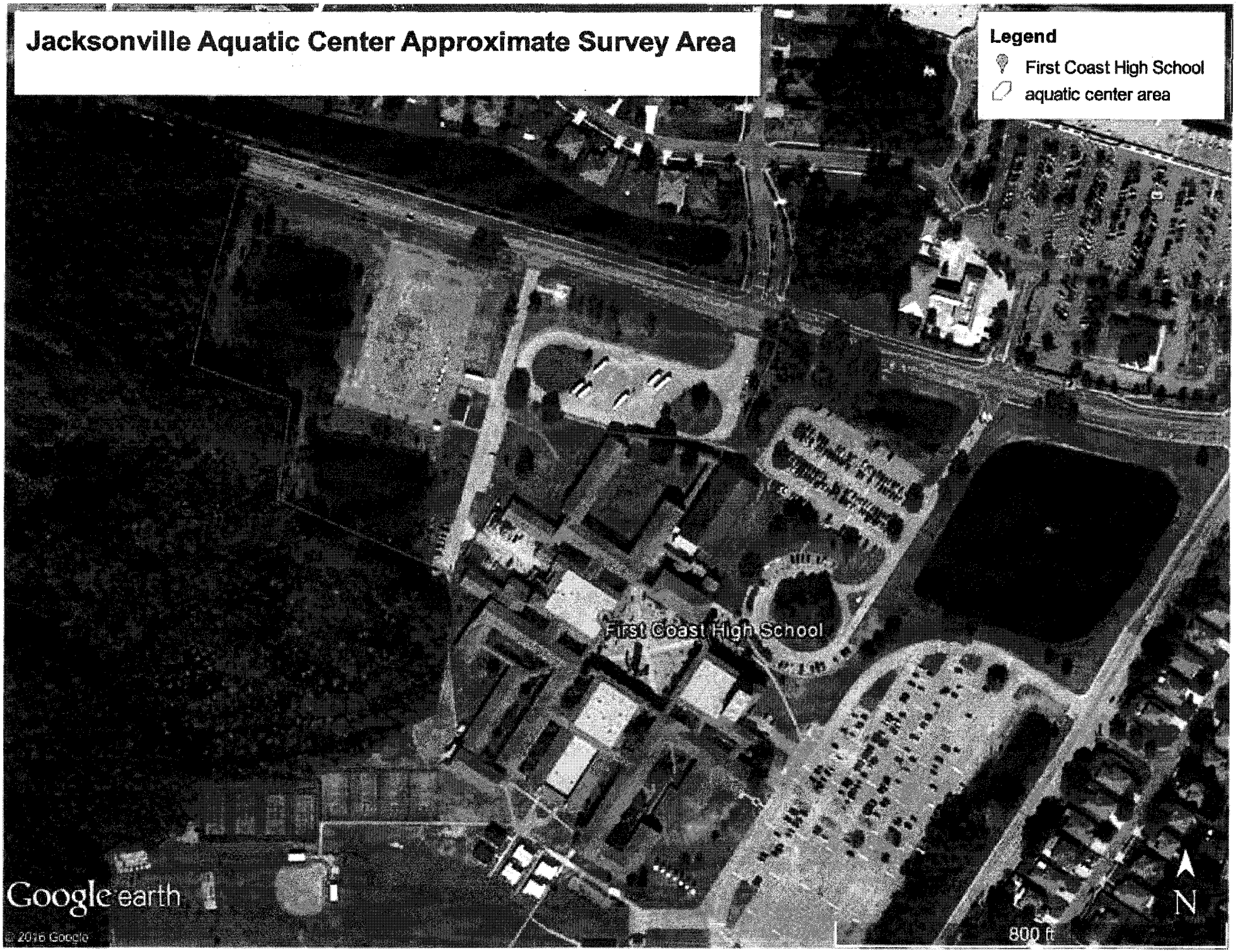
    K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B
Survey Scope Area

© 2017 GAI Consultants

Jacksonville Aquatic Center Approximate Survey Area



December 1, 2016
Revised: March 17, 2017

Meskel & Associates Engineering
Geotechnical • Environmental • Inspection • Testing

Mr. Jose M. Perez, AIA, CGC, LEED AP BD+C
PQH Group
4141 Southpoint Drive East
Jacksonville, Florida 32216

Subject: Revised Proposal for Preliminary Geotechnical Exploration and Engineering Services
First Coast Aquatic Center
Jacksonville, Florida
MAE Proposal No. 005416.1

Dear Mr. Perez:

MESKEL & ASSOCIATES ENGINEERING, PLLC (MAE) is pleased to present this revised proposal to provide preliminary geotechnical exploration and engineering services for the subject project. We were provided with a Scope of Services document for the project prepared by the PQH & Moody-Nolan Aquatics Joint Venture and dated October 18, 2016. We also reviewed the City of Jacksonville RFP *First Coast Aquatic Center Design Services* (P-29-16) dated April 24, 2016.

This proposal has been revised based on information received from you on March 17, 2017. We understand the City of Jacksonville will determine the feasibility of the project after review of the 30 Percent design submittal, and that only a preliminary exploration is needed at this time. If it is decided to move the project further, then a more comprehensive exploration will be done.

Based on these documents and our discussions, we understand that the project will include a Natatorium, consisting of a competitive lane pool with diving pool and support facilities, and a leisure pool area. We understand that the diving pool for the Natatorium may be supported on a deep foundation system to resist uplift loads and compressive loads if necessary. The total area of the facility is approximately 80,000 square feet.

The objective of the preliminary geotechnical exploration is to provide limited site and subsurface information to preliminarily evaluate the subsurface conditions at the site for the proposed construction. Based on the provided information, we propose to locate 4 Standard Penetration Test (SPT) borings at the site. One boring would be advanced to a depth of 60 feet below existing grade, and 3 would be advanced to a depth of 20 feet. Once the SPT borings are complete, the shallow borings will be backfilled with soil cuttings. The deeper boring will be backfilled with a cement grout. We will take all reasonable precautions to prevent damage to property, and we will reasonably restore the site to the condition existing prior to the start of our fieldwork.

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 property Owner.

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

8936 Western Way, Suite 12
Jacksonville, Florida 32256
Phone: (904)519-6990 Fax: (904)519-6992

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide a preliminary 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 proposed design
- The observed site conditions, such as topography, surface vegetation, etc. as it relates to the anticipated construction
- Field and laboratory test procedures used and results obtained
- The encountered subsurface conditions, including subsurface profiles, measured groundwater levels, and estimated geotechnical engineering properties, as necessary
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the anticipated construction, and
- Preliminary recommendations for shallow and deep foundation design parameters, including our estimate of the performance of the foundation system.

Based on the scope of the services outlined above, we propose to complete our work for a lump sum fee of **$4,920.00**. This fee will include submittal of an electronic copy of the report. Bound, paper copies can be provided at an additional cost of $50 per copy. 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.

A returned copy of the attached authorization sheet will authorize our work. Our work will be performed in accordance with our General Conditions, a copy of which is attached to and made a part of this proposal.

Once authorization is received, a utility locate request will be submitted. Utility locates will typically take 48 hours to complete after the request is made. Once the utilities have been located, we will mobilize to the site within one week. The field work will take 3 days to complete. Verbal results can be provided within 3 days after completion of the field work. Laboratory testing will take up to one week depending on the amount of lab testing assigned. Our engineering report will be submitted 2 weeks after completion of the field and lab testing.

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 us.

Sincerely,
MESKEL & ASSOCIATES ENGINEERING, PLLC

P. Rodney Mank, P.E.
Principal Engineer

Antoinette (Tina) D. Meskel, P.E.
Principal Engineer

Distribution: Mr. Jose M. Perez, AIA – PQH Group One (1) e-mail copy

PROPOSAL AUTHORIZATION
For Preliminary Geotechnical Services
First Coast Aquatic Center
Jacksonville, Florida
MAE Proposal No. 005416.1

Billing Information:

Company Name: _____

Attention: _____
Company
Address: _____

Phone No.: _____ Email: _____

Project Contact Name:
(if different than above) _____

Additional Reports: Please List Below Any Additional Parties 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: _____

8936 Western Way, Suite 12
Jacksonville, Florida 32256
Phone: (904)519-6990 Fax: (904)519-6992

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.

Counsilman · Hunsaker

AQUATICS FOR LIFE

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this 14th day of March, 2017, by and between PQH+Moody-Nolan JV hereinafter referred to as the "Client" and Counsilman-Hunsaker, a Missouri Corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as the "Consultant."

WHEREAS, the Client intends to design and develop an aquatic facility at First Coast Aquatic Center in Jacksonville, Florida hereinafter referred to as the "Project" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS, the Client desires to retain the Consultant as its independent contractor for purposes of planning, design and engineering swimming pool(s),

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES: The Client hereby retains the Consultant as its swimming pool design consultant for the Project which includes the following: The development of a indoor competitive aquatics venue which includes a 50M pool, dive pool with dive tower, dive spa, and an outdoor leisure pool.

The scope of the Consultant's services shall include:

PROGRAMMING PHASE

(One) 2-day site visit(s)

A. Meet with the design team and the Owner's representative (City & Recreation User Committee) plus any designated external committees or citizen groups to discuss the project, confirm the program, constraints and the Owner's objectives.

B. Provide preliminary concepts of the pool(s) for meeting program needs of the Owner while complying with budget requirements, physical requirements and footprint limitations.

C. Assist Client with design considerations for the support spaces:

- Locker rooms
- Offices
- First aid room
- Storage
- Concessions
- Mechanical and maintenance

30% DESIGN PHASE

(One) 1-day site visit(s)

A. Provide schematic plans and sections for the swimming pool(s) showing critical dimensions and features.

B. Provide a design narrative for the swimming pool(s).

C. Provide pool criteria requirements for the Geotechnical Consultant.

D. Review the physical characteristics and requirements identified for the natatorium and the pool(s) with the Client. Review preliminary Schematic Design drawings prepared by the Client and Consultants regarding the following items:

- Natatorium and support spaces
- Adjacencies and circulation
- Activity program use of space and capabilities
- Spectator facilities
- Phasing of the project
- Mechanical systems

E. Provide drawings for the pool(s) showing markings and features in plan and section.

F. Provide plan of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.

G. Provide opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate cost data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.

H. Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.

I. Provide product cut sheets to the Client for the Owner's review and design team's use as required.

J. Review State and Local Health Codes relating to swimming pool design and construction.

K. Consult with the design team for coordination of design and engineering issues.

L. Deliverables: Provide swimming pool drawings (SP sheets) and submit to Client following the general format shown below.

1. Pool Site Plan (building or site background from the Client)
   - Design data
   - General notes
   - Reference notes

2. Pool Plans and Sections
   - Face-to-face dimensions of the structure(s)
   - Transverse sections
   - Longitudinal sections
   - Depth dimensions
   - Wall markings
   - Wall anchors
   - Underwater lights
   - Steps and grab rails (stairs, if any)
   - Inlet locations
   - Main drain locations

3. Pool Deck Equipment Plan
   - Equipment plan
   - Equipment schedule
   - Anchors
   - Starting blocks
   - Grab rails
   - Lane ropes
   - Diving equipment
   - Other miscellaneous equipment

4. Diving Board and Details
   - Plan(s) of diving stands
   - Elevation(s) of diving stands
   - Overhead Clearances for diving stands
   - Diving agitator details
   - Official requirements for diving boards
   - *Client to design vertical and horizontal structures*

5. Pool Details
   - Perimeter overflow system or skimmer system details
   - Wall details

- Grab rails and recessed steps (plan and section)
- Entry/exit stairs
- Depth markers
- Targets and lane markers
- Stair and bench nosing detail
- Tile joint detail
- Deck equipment
- Starting blocks
- Timing deck box
- Handicap lift and anchor
- Underwater light
- Wedge anchor
- Stanchion anchor

6. Pool Mechanical Room and Surge Tank Plans
   - Pool mechanical room plan
   - Surge tank plans
   - Surge tank reach rod sleeve details
   - Access hatch
   - Filtration equipment
   - Recirculation equipment
7. Piping and Pool Mechanical Room Details
   - Main outlets and hydrostatic relief valve
   - Backwash and pool draining piping
   - Water level controller
   - Fill funnels
   - Water supply inlet
   - Static water line inlet
   - Chemical controller and feed systems
   - Schematic of water treatment system
   - pH adjustment schematic
   - Chemical room pump shelf detail

M. Provide structural design of the pool shells

- Provide design drawings and outline specifications for the pool floor slab, walls, gutters, surge tank, and tile movement joints, if any.
- Design to include deep foundation system
- Assist in establishing testing and observation requirements
- Coordinate pool structural documents with other disciplines
- Comment on the effect of pool structure and systems on building structure, if any

N. Provide outline specifications for Division 13, Section 131100 Swimming Pool. (Refer to attachments for description of Consultant's work and interface with engineering Consultants and Client.)

1. Specifications shall include sections for:
   - General swimming pool and equipment
   - Pool plaster or pool ceramic tile, if required
   - Cast in place concrete pool shell
   - Shotcrete pool shell
   - A complete timing/scoreboard system, if required
   - Movable bulkhead, if required
   - Leisure pool equipment
2. Specifications that will be the responsibility of the Client and its respective consulting engineers include:
   - Architectural: natatorium building systems, paint, surface coatings, filter room railings, stair, ladders, signage, towers for diving platforms and boards.
   - Mechanical: deck drain system, pool heaters or boilers, make up water, hose bibbs, and filter backwash to sanitary.
   - Electrical: pump motor starters and overload protection, underwater light power supply and junction boxes, pool equipment power supply, pool bonding and grounding per NEC680 and timing system conduits, pool mechanical room lights and circuitry.
   - Structural: diving towers and support structures, backwash basin and pump pit.
   - Environmental/OSHA review: chemical SARA Title II, MSDS, OSHA signage and storm water permits.

DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the project for which they are made is executed or not. The Client and the Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the facility and no other purpose. All of the drawings prepared by the Consultant will be issued in Autodesk AutoCAD two-dimensional format and/or PDF.

The Consultant further represents that the work, plans and specifications to be prepared by it for the swimming pool design of this project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by the Consultant are instruments of the service for use solely with respect to this project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Client or others on other projects except by agreement in writing and with appropriate compensation to the Consultant.

II. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from the Health Departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

III. CONSULTANT NOT RESPONSIBLE: The Client hereby releases the Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Client; provided the Consultant has no obligation to do so or liability hereunder for the failure to do so.

The Consultant makes no warranty, guaranty or certification; expressed or implied as to its findings, recommendations, plans, specifications, or professional advice. The Consultant will endeavor to perform services in accordance with the generally accepted standards of practice in effect at the time of performance. Client recognizes that neither the Consultant nor its sub consultants owe a fiduciary responsibility to the client.

IV. HOLD HARMLESS: The Client shall be responsible for the design of the building, not the Consultant. The Client shall hold harmless the Consultant from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees, agents and Consultant's Subconsultants, and any of them, to the Client, Owner and anyone claiming by, through or under the Client or Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting

from, or in a anyway related to the drawings, specifications, reports, conclusions and recommendations shall not exceed $1,000,000 of professional liability. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

V. FEES: The Consultant's fee shall be a lump sum of **$62,500** including **Two (2)** site visits. Reimbursable travel expenses are not included in this lump sum and will be billed at cost separately from this fee.

VI. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Programming Phase	$16,800
30% Design Phase	$45,700

The Consultant shall submit monthly invoices for services and for reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. The Client shall make payments to the Consultant within fifteen (15) days after receipt of payment from the Owner. The Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this project.

Should any additional tasks be required, not described above the Consultant will execute such tasks when authorized by the Client and will be compensated as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VII. PROJECT SCHEDULE: The project schedule shall be maintained as outlined in AIA - C 401 Agreement between the Client and the Consultant.

Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

VIII. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	$200.00/hour
Director	$175.00/hour
Project Manager	$150.00/hour
Project Engineer/Architect	$120.00/hour
Design Associate	$110.00/hour
Administrative	$70.00/hour
Site Visit	$1,500.00 /day *

* Excluding travel expenses

IX. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will govern.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER	PQH + MOODY-NOLAN, J.V.
Jeffrey J Nodorft	
Signature	Signature
Jeff Nodorft, P.E. BD+C - Principal	
	Print Name
	Title
March 14, 2017	
Date	Date

Client Information:

JOSE (Pepe) M. PEREZ AIA, CGC, LEED®AP BD+C
Principal / CEO
PQH GROUP
Architects-Design/Build Services
4 1 4 1 Southpoint Drive East
Jacksonville, Florida 32216
Phone 904.224.0001
Fax 904.224.0023
perezj@pqh.com

ATTACHMENTS TO AGREEMENT

Description of CONSULTANT work and interface with Engineering Consultants and Client:

MECHANICAL:

1. The Consultant will provide operational flow requirements (GPM) for potable water and sewer discharge for the pool(s). If there is a site-specific limitation, the Consultant will work with the Mechanical Engineer to size the backwash catch basin, lift pumps and/or flow limitation to meet the requirements of the site specific limitation for backwash. Equipment room sumps, sump pumps and tanks provided by other consultants.
2. The Consultant will develop a layout drawing of the pool mechanical room, showing where water and sewer connections are required.
3. Hydrostatic relief valve design will be designed and specified by the Consultant to provide temporary relief during short periods of pool draining for maintenance, not for construction de-watering.
4. Consultant shall recommend locations for hose bibbs in the natatorium and pool mechanical room based on operation and maintenance needs, if requested.
5. Surge tank sizing, location and piping by the Consultant.
6. The Consultant will recommend a minimum operating water temperature for the pool. The Consultant will provide connection tees in the pool return line for a bypass loop to the heating system. Heating system design by mechanical.
7. Deck drain system selection and layout shall be by the plumbing or site engineer. The Consultant will provide a cursory review and comment on the deck drain system, if requested.

ELECTRICAL:

1. The Consultant will provide pool pump motor and pool equipment electrical requirements to Client for Electrical Engineer for its design of the pool equipment electrical systems.
2. Consultant will provide pool pump VFD equipment and electrical requirements. Electrical Engineer to furnish power to VFD and from VFD to pool pump motor. Electrical Engineer to provide all other motor starters and disconnects.
3. The Consultant will provide a general description of lighting criteria.

STRUCTURAL:

1. The Consultant to provide catalog cut copies of manufacturers' literature for mounting dimensions and recommendations on deck equipment and equipment requiring structural support greater than a standard floor slab.
2. The Consultant to size and locate surge tank, pump pits, and backwash catch basin. The Project Structural Engineer will provide structural design of the pump pit and backwash catch basin.

PQH + Moody-Nolan Aquatics Joint Venture

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
First Coast Aquatic Center 30% DESIGN SERVICES	**P-29-16**
3. Name of Consultant	4. Date of Proposal
Councilman-Hunsaker	3/14/2017

PART II - LABOR RELATED COSTS
TASK 1 Programming and Concept

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost		TOTAL
Principal	$72.00	50		$3,600.00	
Project Engineer	$57.00	20		$1,140.00	
Design Associate	$24.00	40		$960.00	
Clerical	$20.00	0		$0.00	
DIRECT LABOR Task 1		110	Hours		$5,700.00

Task 2 - Schematic Design with Phasing Options

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost		TOTAL
Principal	$72.00	0		$0.00	
Project Engineer	$57.00	0		$0.00	
Design Associate	$24.00	0		$0.00	
Clerical	$20.00	0		$0.00	
DIRECT LABOR Task 2		0	Hours		$0.00

Task 3 - Design Development

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost		TOTAL
Principal	$72.00	110		$7,920.00	
Project Engineer	$57.00	60		$3,420.00	
Design Associate	$24.00	160		$3,840.00	
Clerical	$20.00	16		$320.00	
DIRECT LABOR Task 3		346	Hours		$15,500.00

TOTAL DIRECT LABOR					
	Task 1	110			$5,700.00
	Task 2	0			$0.00
	Task 3	346			$15,500.00
	TOTALS	**456**	Hours		**$21,200.00**
6. Overhead (Combined Fringe Benefit & Administrative)					
	Overhead Rate 168%.				$35,616.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)					$56,816.00
8. PROFIT: Labor Related Costs (Item 7)			x	10%	$5,681.60

PART III - OTHER COSTS

9. Miscellaneous Direct Costs					
3 Sets of Blacklines 24" x 36"			$	0.00	
10 Sets of Blacklines 11" x 17"			$	0.00	
Paper Color Copies			$	0.00	
Shipping/Courier			$	0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL					$0.00
10. REIMBURSABLE COSTS (Limiting Amount)					
Travel - Airfare (two at $800 each)			$		
Two Total Visits from St Louis - Flight and auto rental ($600/day)					
Lodging and Meals per diem - 7 ($125 + $50)			$	0.00	
Other			$	0.00	
SUB-TOTAL REIMBURSABLES					$0.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10)	**$62,497.60**
11. PRIOR CONTRACT AMOUNT (Through Amendment #0)	$0.00
AMOUNT OF CONTRACT	**$62,497.60**

McVEIGH&MANGUM
ENGINEERING · INC

March 20, 2017

Mr. Jose Perez
PQH Group
4141 Southpoint Dr E # 200
Jacksonville, FL 32216

Re: First Coast Aquatic Center - Revised
Jacksonville, Florida

Dear Mr. Perez:

We appreciate this opportunity to present a proposal to provide engineering services for the above-referenced project.

DESCRIPTION OF PROJECT

The project consists of a single story aquatic center with separate pumphouse as described in the scope of services provided to us dated October 18, 2016. The outdoor aquatics are not included in this scope of work. The anticipated construction cost is approximately $20,000,000. Our scope of services at this time is limited to providing enhanced schematic design documents. A fire protection criteria sheet is not required at this stage of design.

SCOPE OF WORK

The scope of work is to provide structural, electrical and mechanical (HVAC & Plumbing) engineering services for the design and production of approximately 25% to 30% construction documents. Our fee includes attending up to two design meetings.

Structural design services will include approximately 25% to 30% foundation plans, framing plans, sections and details for the structural components of the building and the pools. Our fee assumes the foundation system for the building will consist of shallow spread footings.

Electrical design services will include approximately 25% to 30% documents for interior lighting, power distribution, fire alarm (if required), telephone and data raceway system, and load calculations.

Mechanical design services will include approximately 25% to 30% design for HVAC load calculations, HVAC equipment selections, air distribution systems design, plumbing systems design consisting of sanitary waste/vent piping systems, domestic cold/hot water distribution systems, and fuel gas piping systems (if required).

SERVICES NOT INCLUDED IN BASIC FEE

The following items are not included in the basic services outlined herein: any activities beyond document preparation and construction administration services outlined above; project representation and construction observation on a full-time basis, or to any greater degree than that described herein; work by other architectural and engineering disciplines other than listed above; changes to the project design at the

direction of the owner if the direction for such change requires revision to prior approved design; threshold or special inspections; pre-engineered product design such as prefabricated metal buildings, wood trusses and steel joists; site structures; design of temporary or permanent shoring or tie-back systems; lightgage metal design; curtain wall systems or their connections to structure; tilt-up concrete embed drawings; fire protection drawings other than outlined herein; commissioning services unless specifically included in the scope of work herein; design effort for emergency generators or chilled water plants unless specifically included in the scope of work herein; design services and documentation required for LEED certification; alternate designs; as-built documentation; Revit modeling beyond LOD 300 (as defined by BIMForum) for structural modeling and beyond LOD 200 for other discipline modeling; delivery of construction document CAD or Revit files, except for the design teams sole use; reproduction of bid documents, electronically submitted shop drawings, permit documents, or multiple review sets; design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; or rational analysis, special inspection and commissioning of smoke evacuation systems.

FEE

Compensation for our services as outlined above shall be a lump sum fee as follows

	Enhanced Schematic
Structural Engineering	$15,000.00
MEP Engineering	$30,000.00

Site visits, in addition to the number stated in the scope of work outlined above, and any additional services outside the scope of work outlined above shall be charged on the basis of our standard hourly rates in effect at the time the additional services are performed. The standard hourly rates are currently as follows:

Principal	$205.00
Department Manager	$175.00
Senior Engineer	$155.00
Lead Engineer/Sr. Designer	$135.00
Engineer/Designer	$120.00
Jr. Engineer/Designer	$105.00
CADD Operator	$ 95.00
Project Coordinator	$ 70.00
Clerical	$ 70.00

Invoicing for services will be monthly. The proposed financial arrangements are on the basis of prompt payment of invoices within 60 days and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the date of this proposal, through no fault of McVeigh and Mangum Engineering, Inc., the engineering fee shall be equitably adjusted.

REIMBURSEMENT EXPENSES

Direct expenses incurred by the engineer due to travel more than 25 miles from our office, express mail charges, and bulk reproductions shall be considered reimbursable expenses and invoiced on the basis of actual cost plus ten percent (10%).

CONSTRUCTION OBSERVATION

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

TERMS AND CONDITIONS

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT

Unless the Architect submits another contract prior to our commencing work, the articles of AIA Document C401 - 2007, "Standard Form of Agreement Between Architect and Consultant," shall be part of this letter agreement, except as modified above and as follows:

- Delete Article 1.1, and all references to the Prime Agreement except Section 7.1 Article 9 and Section 11.6.
- Delete Section 3.1: Engineering fees are only for the scope of work and manner of performance stated in this letter agreement. The "portion of the Project" is as described herein. If the Prime Agreement or AIA Document E201 – 2007 is made a part of this letter agreement, the Consultant's fees may be adjusted.
- Delete Section 5.5 and Article 6 unless cost estimates are included in scope of services herein.
- Delete all references to arbitration in Article 8.
- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on the date when the engineering services are substantially completed.
- The Architect shall provide the Consultant with AutoCAD and/or Revit compatible drawing files of all project floor plans for use in preparing the Consultant's drawings.
- The Architect shall pay the Consultant in proportion to amounts received from the Owner, which are attributable to the Consultant's services rendered. The Architect agrees to promptly invoice their client for all Consultant services rendered and invoiced to the Architect and pursue all reasonable efforts to collect sums due to Consultant. In any event, Consultant is not obligated to provide a completed, sealed set of design documents until payment for its services is received.
- The Architect shall provide the Consultant one complete set of final construction documents for use during the construction phase of the project.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of <u>all</u> conditions of this proposal will be implied.

Sincerely,

H. Carrington McVeigh, P.E., LEED AP
For: McVeigh and Mangum Engineering, Inc.

Accepted this _____day of _____, 2016.

By: _____
For: PQH Group

PQH + Moody-Nolan Aquatics Joint Venture

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project	2. Proposal Number
First Coast Aquatic Center 30% DESIGN SERVICES	**P-29-16**
3. Name of Consultant	4. Date of Proposal
McVeigh and Mangum Engineering	3/20/2017

PART II - LABOR RELATED COSTS

TASK 1 Project Planning & Management

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$72.84		$0.00	
Project Manager	$72.84		$0.00	
Project Programmer	$0.00		$0.00	
Design Architect/Engineer	$42.07		$0.00	
Designer or Technician	$27.88		$0.00	
Interior Designer	$0.00		$0.00	
CAD/Revit Tech	$25.40		$0.00	
Clerical	$19.00		$0.00	
DIRECT LABOR Task 1		0	Hours	$0.00

Task 2 - Pre-design

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$72.84	8	$582.72	
Project Manager	$72.84	10	$728.40	
Project Programmer	$0.00		$0.00	
Design Architect/Engineer	$42.07	30	$1,262.10	
Designer or Technician	$27.88	65	$1,812.20	
Interior Designer	$0.00		$0.00	
CAD/Revit Tech	$25.40	36	$914.40	
Clerical	$19.00	7	$133.00	
DIRECT LABOR Task 2		156	Hours	$5,432.82

Task 3 - Enhanced Schematics

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$72.84	8	$582.72	
Project Manager	$72.84	17	$1,238.28	
Project Programmer	$0.00		$0.00	
Design Architect/Engineer	$42.07	45	$1,893.15	
Designer or Technician	$27.88	172	$4,795.36	
Interior Designer	$0.00		$0.00	
CAD/Revit Tech	$25.40	87	$2,209.80	
Clerical	$19.00	9	$171.00	
DIRECT LABOR Task 3		338	Hours	$10,890.31

TOTAL DIRECT LABOR				
	Task 1	0		$0.00
	Task 2	156		$5,432.82
	Task 3	338		$10,890.31
	TOTALS	**494**	Hours	**$16,323.13**
6. Overhead (Combined Fringe Benefit & Administrative)				
	Overhead Rate 150%.			$24,484.70
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$40,807.83
8. PROFIT: Labor Related Costs (Item 7)			x 10%	$4,080.78

PART III - OTHER COSTS

9. Miscellaneous Direct Costs			
		$	
		$	
		$	
Shipping/Courier		$ 50.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$50.00
10. REIMBURSABLE COSTS (Limiting Amount)			
Travel		$ 61.00	
		$	
Other		$	
SUB-TOTAL REIMBURSABLES			$61.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10)	**$45,000**
11. PRIOR CONTRACT AMOUNT (Through Amendment #0)	$0.00
AMOUNT OF CONTRACT	**$45,000**