10

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: **CONSTRUCTION – DESIGN/BUILD**

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with ACON Construction Company, Inc. (contract # 8150-15), to incorporate the attached Scope and Fee Summary, Exhibit LL-3, known as Amendment 37C, for the construction of the skate park and the Emerald Trail portions, allowing for the completion of work within 300 days from notice-to-proceed, and to increase the amount by $ 3,190,900.00, which includes a contingency of $50,000.00. Total revised expenditure amount not-to-exceed $4,742,542.97.

This amendment is to be funded by accounts: 33101.153104.565050.001033.00000000.00000.0000000 - $904,222.89
32102.153103.565051.001033.00000000.00000.0000000 - $1,417,676.71
32111.167101.565051.010255.00000000.00000.0000000 - $869,000.40 – To be executed by contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit LL-3, Previous Award(s)

BUYER _____
JACLYN STAMOS

RESPECTFULLY SUBMITTED _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction Management/ Daryl T. Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

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

ONE CITY ONE JACKSONVILLE

November 30, 2022

TO: Dustin Freeman
Chief of Procurement

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

FROM: Robin G. Smith, P.E.
Chief, Engineering and Construction Management

Daryl T. Joseph
Director, Parks, Recreation and Community Services

SUBJECT: CDB-0008-16 – Design-Build Services - Active and Passive Parks Projects – Northbank Riverwalk Artist Walk 37C

In accordance with Design/Build CDB-0008-16, Contract 8150-15, the Northbank Riverwalk Artist Walk project was awarded by Amendment 37A to provide 60% design for the Northbank Artist Walk in the amount of $521,258.97. Amendment 37B in the amount of $1,030,384.00 was to complete the site design except for the final skate park design and to provide Phase 1 construction which will involve all earthwork, drainage and underground conduits for electrical and irrigation. Amendment 37C is to construct the state park and the Emerald Trail portions as noted. Negotiations have resulted in the GMP amount of $3,190,900.00, which includes a contingency of $50,000.00, as indicated on the attached Scope & Fee Summary, Exhibit LL-3 and allowing for the completion of the work within 300 days from notice to proceed. Acon Construction Co., Inc. is committed to meeting the 10% JSEB participation goals established for this contract. In addition, since a portion of the funds are provided by the Florida Department of Transportation (FDOT), they have also provided concurrence.

Accordingly, this is to recommend that Amendment 37A to Contract 8150-15, originally executed November 19, 2019, between the City and Acon Construction Co., Inc. for the Northbank Riverwalk Artist Walk be amended to incorporate the attached Scope and Fee Summary, Exhibit LL-32 to increase the GMP by $3,190,900.00 to a new GMP amount of $4,742,542.97, known as Amendment 37C.

To be funded as follows:

Accounts			TOTAL
33101.153104.565050.001033.0 0.0	32102.153103.565051.001033.0.0.00	32111.167101.565051.010255.0.0.0	
001033	001033	010255	
PWCP PWCP-Rd & St. Facilities	PWCP PBCP-Othr Gen Gov Svcs	PRSC PRCP-Pks & Rec	
565050	565051	565051	
2	1	1	
33101-334491-PWC01613	32111-384020	32111-384020	
$904,222.89	$1,417,676.71	$869,000.40	$3,190,900.00

RGS/lw

Attachment: Exhibit LL-3
JSEB Participation

cc: Lori West, Engineering & Construction Management

EXHIBIT LL-3

ACON Construction Co., Inc.

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Nov 14, 2022

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

Attention: Mr. Robin G Smith, P.E.
City Engineer
Reference: Art Walk Phase 2 Construction (Skate Park & Emerald Trail)
DB Contract #8150-15

Mr. Smith,

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

The scope of this project is to construct the skate park and Emerald Trail portions of the project to enable these facilities to be used while the other parts of the project are completed. Those two features will be open for public use at the end of this phase. This phase includes temporary safety measures that will enable the remaining park features to be built while these are being used by the public. The lighting and electrical price is for completion of entire project because fixtures need to be purchased now and most lighting costs are associated with the Skate Park and Emerald Trail plus all underground will need to be installed to the other park areas. A limited contingency (due to budget constraints) of $50,000 is included in this proposal to be used per base contract.

Our Guaranteed Maximum Price (GMP) for this project phase as stated is $3,190,900.00.

The Guaranteed Completion Date (GCD) will be 300 days from Notice to Proceed to reach substantial completion for this phase.

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

Sincerely,

Frank Anderson
Construction Manager

EXHIBIT LL-3

ACON Construction Company

DB Contract 8150-15

Art Walk Phase 2 Construction **DATE: 11/14/22**

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	60	$110.00	$6,600.00
	Supervision	Hrs	800	$75.00	$60,000.00
	Administration	Hrs	40	$75.00	$3,000.00
	California Skate Complete	LS	1	$1,900,000.00	$1,900,000.00
	Aplus Emerald Trail Concrete	LS	1	$220,000.00	$220,000.00
	Electrical Including lighting	LS	1	$802,500.00	$802,500.00
	Temp Fence Around Skate Park & Emerald Trail	AL	1	$25,000.00	$25,000.00
	Bond	LS	1	$17,000.00	$46,500.00
	Subtotal				**$3,063,600.00**
	DB Fee 7.5%	LS	1		$77,300.00
	ACON Contingency (Negotiated)	LS	1	$50,000.00	$50,000.00
				TOTAL	**$3,190,900.00**

$1,900,000.00 EXHIBIT LL-3

Jacksonville Art Walk Skatepark Facility
Design Build Agreement

Design Build Contractor:

CALIFORNIA skateparks
273 N Benson Avenue
Upland, CA 91786 USA

Client:

ACON Construction Co, Inc
Frank A. Anderson, Project Manager
3653 Regent Blvd Suite 401
Jacksonville, Fl 32224
Cell 904-813-4065
Office 904-565-9060 Ext 305 Fax 904-565-9080

Owner:

City of Jacksonville, Florida
Jill Enz
Chief of Natural and Marine Resources
(904) 255-7907
JEnz@coj.net

EXHIBIT LL-3

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CONTRACT AGREEMENT

This Agreement ("Contract") is made this Wednesday, September 21st, 2022, between California Skateparks (CSP) (Contractor) and the Acon Construction Co, Inc, (Client). The work described in Section 1 below shall be performed in accordance with all plans, specifications and other Contract Documents attached to or incorporated into the prime contract for the project known as: **Jacksonville Art Walk Skatepark Facility.**

California Skateparks 273 N Benson Ave, Upland, CA 91786 California Class A License # 962150 Contact: Bill Minadeo Email: bill@caskateparks.com Cell: 614-314-2061	**ACON Construction Co, Inc** Frank A. Anderson, Project Manager 3653 Regent Blvd Suite 401 Jacksonville, Fl 32224 Cell 904-813-4065 Office 904-565-9060 Ext 305 Fax 904-565-9080

Section 1. Scope of Work: All Design-Build services to be performed hereunder shall be performed pursuant to the fee schedule and the scope of work attached hereto as Attachment A and B, respectively. California Skateparks agrees to furnish all labor, materials, and equipment required to complete the following work: **Design and Build of a Skatepark facility for the Jacksonville Art Walk, Jacksonville, Florida.**

Section 2. Pricing and Payment: The Client agrees to pay California Skateparks for the strict performance of the work, a not to exceed sum of $1,900,000.00 (ONE MILLION NINE HUNDRED THOUSAND DOLLARS), subject to adjustments for changes in the work as may be agreed to in writing by the Client and California Skateparks. See "Attachment A" for Fee Schedule Breakdown.

Payment shall be made as follows: Client agrees to make progress payments for all work completed as described in Attachment A. Payments will be due upon receipt of invoice. Final payment to California Skateparks shall be made after completion of the work described in this Contract and upon receipt of the final invoice by California Skateparks. By making final payment, Client confirms all work is completed to his or her satisfaction and in accordance with this Contract.

Section 3. Entire Agreement: This Contract represents the entire agreement between California Skateparks and Client regarding the work described in Section 1 and supersedes any prior written or oral representations as to that work.

Section 4. Time: Time is of the essence of this Contract. California Skateparks shall provide Client with a progress and completion schedule information and shall conform to that schedule including any changes to the schedule agreed upon by the Client and California Skateparks or required by circumstances beyond the control of California Skateparks.

Section 5. Delay: In the event that California Skateparks' work is delayed for reasons beyond its reasonable control including weather and acts of the Client, California Skateparks sole remedy shall be an extension of time equal to the period of delay.

Section 6. A. Changes in Work: The work shall be subject to changes or additions, deletions or revisions by the Client. California Skateparks will be notified by receipt of written additions and/or revised drawings, specifications, exhibits and written orders.

Whenever an adjustment in the Contract price or Contract time is required because of Client's request, differing site conditions, or other circumstances beyond the control of California Skateparks (including lack of worksite access, weather, fires, floods, strikes, acts of god, natural disasters, or act of third parties), California Skateparks shall submit

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to the Client, within a reasonable time, a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Contract time.

Adjustments in the pricing shall be in accordance with the pricing structure of this contract. However, to the extent that such pricing is not applicable, cost of change or the amount of the adjustment shall be determined on the basis of the cost of California Skateparks plus reasonable amounts for overhead and profit. California Skateparks shall not be obligated to perform changes in the work or additional work until the Client has approved, in writing, the changes to the contract scope of work, price and the contract time.

Section 6. B. Differing Site Conditions: California Skateparks shall promptly, and before the following conditions are disturbed, notify the Client, in writing of any:

a) Material that the California Skateparks believes may be material that is hazardous waste, or toxic pollutant or other substance, the handling of which may subject California Skateparks to legal liability.
b) Subsurface or latent physical conditions at the work site differing from those indicated in the Contract; or
c) Unknown physical conditions at the work site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Client shall promptly investigate. If the Client finds that the worksite conditions do materially differ, or involve hazardous waste or toxic pollutants, the Client shall cause a decrease or increase in California Skateparks cost of, or the time required for, performance of the affected part of the work by issuing a change order under the procedures described in the Contract.

Section 7. Suspension of Work: If any non-disputed payment is not made to California Skateparks as required under this Contract, California Skateparks may suspend work until such payment is made. California Skateparks may also suspend work under this Contract if a dispute over payment for extra work, different site conditions, changes by Client or other circumstances beyond California Skateparks control will cause California Skateparks to suffer substantial financial hardship if California Skateparks is required to continue the work. California Skateparks may request that Client provide written proof of Client's ability to pay California Skateparks for the work remaining to be performed by California Skateparks at any time prior to or during performance of this Contract. Failure of Client to provide such proof shall be justification for California Skateparks suspensions of work under this Contract.
Any suspension of work under this Contract will also suspend the progress and completions dates set forth in **Section 4**.

Section 8. Inspection and Protection of Work: California Skateparks shall make the work accessible at all reasonable times for inspection by the Client. California Skateparks shall, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the work and give prompt notice of any defect herein. California Skateparks assumes full responsibility to protect the work done hereunder until final acceptance by the Client.

Section 9. Site Access and Rights of Way: The Client shall provide, no later than the date when needed by California Skateparks, all necessary access to the lands upon which the work is to be performed, including convenient access to the lands and any other lands designated in the Contract Documents for the use by California Skateparks. Client shall continue to provide such access until completion of the Contract. Any failure to provide such access shall entitle California Skateparks to an equitable adjustment in the Contract price and the Contract time.

Section 10. Permits, Licenses and Regulations: Permits and licenses of a temporary nature necessary for the execution of the work shall be obtained and paid for by the Client. Permits and easements for permanent structures or permanent changes in existing facilities shall be secured and paid by the Client.
.California Skateparks shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work. If California Skateparks observes that drawings, specifications, or other Contract

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documents are at variance with such laws, ordinance, rules and regulations, the Client shall promptly be notified and, if necessary, an adjustment made to the Contract time and Contract price to be paid to California Skateparks by the Client.

Section 11. Termination: Client reserves the right, at any time and for any reason, to terminate California Skateparks service, upon notice in writing to the California Skateparks. In the event of termination, California Skateparks shall recover the actual costs of work completed to the date of termination, in approved units of work or percentage of completion, plus twenty-five percent (25%) of the actual cost of the work for overhead and profit.

Section 12. Indemnification: To the fullest extent permitted by law, California Skateparks shall defend indemnify and hold harmless Client against claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with California Skateparks operations performed under this Contract.
This indemnification shall extend to claims occurring after this agreement is terminated as well as while it is in force.

Section 13. Insurance: California Skateparks shall, at its expense, procure and maintain insurance on all its operations as required by this Contract, including the following coverage:

a) Workers' Compensation and Employer's Liability insurance; $2,000,000.00
b) Comprehensive General Liability or Commercial General Liability insurance covering all operations; $2,000,000.00
c) Automobile Liability Insurance, including coverage for all Contractor owned, hired and non-Owned automobiles. $2,000,000.00

California Skateparks shall include Client as an additional insured on the insurance coverages listed in section 13 (b) and (c) with such insurance being primary to Client.

Property Insurance: California Skateparks shall effectively secure and protect the work done hereunder and assume all responsibility for the condition thereof until final acceptance by the Client. California Skateparks further agrees to provide such protection as is necessary to protect the work and the workman of California Skateparks, the Client and other sub-contractors from its operations.

Section 14. Warranty: California Skateparks warrants to Client that all materials and equipment furnished shall be new unless otherwise specified in this Contract and that all work under this Contract will be performed in a good workmanlike manner, shall be of good quality free from faults and defects, and in accordance with the contract documents. All work not conforming to these requirements including substitutions not properly approved and authorized shall be considered defective. The warranty provided shall be in addition to and not in limitation of any warranty or remedy required by law or by the contract documents. Warranty period expires one (1) year after Client takes beneficial occupancy.

Section 15. Project Assumptions: The following assumptions shall apply to the proposed scope of work and submitted fees:

1. All written documents will be generated using Microsoft Word, Version 2020.
2. All spreadsheet documents will be generated using Microsoft Excel, Version 2020.
3. All CAD files will be presented in DWG format
4. The Client will provide California Skateparks with a current Topographic Survey and Geotechnical Investigation of the project site.
5. Additional meetings, if required and approved, will be billed at California Skateparks' normal hourly rates.
6. Additional plan sets, if required and approved, will be billed at California Skateparks' normal in-house, or out-of-house duplication rates.

Section 16. Project Conditions: Client Approvals. A written request by the Client to commence each task constitutes approval of prior design. Changes, directed and approved by Client requiring redesign and/or revisions during subsequent phases, will be considered as additional services and will be documented and billed on an hourly basis.

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Section 17. Fees and Expenses: All services to be performed hereunder shall be performed pursuant to the fee schedule attached hereto as Attachment A and incorporated herein by this reference. Invoices will be emailed from California Skateparks office. All expenses, materials and other charges such as, but not limited to, travel, photography, telephones and printing expenses incurred by California Skateparks on behalf of Client shall be paid for by the California Skateparks. The parties understand and agree that California Skateparks acts as the Designer-Builder and not as a general partner, joint venture, or limited partner.

Section 18. Contract Provisions: The compensation due to California Skateparks for the work to be performed hereunder shall be set forth in Fees and Expenses 17, above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall subject to a change order and be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above-described scope of work. Any changes, additions, or modifications to the scope of work shall be authorized by written change request; Client accepts that signing this form shall be construed as authorization by the Client for California Skateparks to proceed with the work.

1. All fees, commissions, product charges and expenses billed shall be due upon receipt. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.).
2. In the event any non-disputed sum is not timely paid. Client agrees that all statements not objected to in writing within fifteen (15) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of California Skateparks performance and the value of the services provided to Client.
3. Services in addition to those specified in the Scope of Work will be provided by California Skateparks, if authorized in writing by Client. Additional services will be paid for by the Client as indicated in the letter proposal, task authorization, or other such document as deemed appropriate by Client and California Skateparks, and which makes reference to compensation.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected; California Skateparks should be listed as the Skate Park Designer-Builder. In addition, this contract represents non-exclusive approval by the Client for publication of the project by California Skateparks.
5. The Client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, provided California Skateparks is not in default under this Contract, except by agreement in writing with appropriate compensation.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates California Skateparks to safe keep or provide documents to Client, California Skateparks shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by California Skateparks unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of California Skateparks.
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to California Skateparks to suspend activity on the project, California Skateparks shall be compensated for all services performed as of the date of such suspension or abandonment together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Contract between Client and California Skateparks shall be re-negotiated prior to resumption of work by California Skateparks For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty-(60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Contract, after ten (10) days' notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay any non-disputed sums due under Paragraph 1, above, for a period of ninety (90) days shall be deemed justifiable grounds for declaration of default. Moreover, California Skateparks failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default.

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10. Laws of the State of California shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either Client or California Skateparks may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joiner, or in any other manner, any additional party not a party to this Authorization.
11. In the event legal action is brought by the Client or California Skateparks against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for reasonable attorney's fees, costs and expenses as may be set by the court.
12. California Skateparks shall, at its expense, procure and maintain insurance listed in Section 13 on all of its operations as required by this Contract.
13. This Contract shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
14. This Contract supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Section 19. Project Duration: Design Duration: Eighty (30) days for the completion of construction documents (1) week review period for all submittals.
Construction Duration: 130 (workdays) from date of mobilization.

Date:	9/21/21	Date:	
Contractor:	California Skateparks	Client:	
Signature:	William D Minadeo	Signature:	
Print:	William D. Minadeo III	Print:	
Title:	Vice President	Title:	
Seal:		Seal:	

CALIFORNIA SKATEPARKS CORPORATE SEAL 05/09/2007 CALIFORNIA

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ATTACHMENT A

PROJECT FEES:

Fees for the Design-Build services detailed in the fee schedule (Attachment A) shall be performed hereunder pursuant to the proposed scope of work (Attachment B) outlined below. The fees are lump sum not to exceed amounts.

Schedule of Work and Not To Exceed (NTE) Fees

SCOPE OF WORK ITEMS	FEE	
Design / Build	**Standard Fee**	**$1,900,000.00**
• **Project Initiation** • **Public Engagement** • **Design & Construction Documents** • **General Conditions** • **Mobilization** • **Skatepark Fine Grading** • **Skatepark Drainage** • **Skatepark Structure Elements** • **Skatepark Perimeter Pedestrian Walking Path** • **Skatepark Metal Work** • **Skatepark Painting and Staining**		
Note: Fees based on non-prevailing wage rates		

Payments to be executed on a progress basis.

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ATTACHMENT B

SCOPE OF SERVICES:

PHASE 1 – DESIGN INITIATION AND ASSESSMENT

1.0 Kick-Off Meeting and Site Visit

To initiate the design coordination process, California Skateparks will participate in a project Kick-Off Meeting and Site Visit. The meeting with City Staff and the Design Team will provide a key opportunity to specifically discuss the Skatepark Design the budget, schedule, issues or concerns, design considerations, etc.

California Skateparks will obtain from the City/Design Team all relevant available base data to include the following:

- Survey
- Geotechnical Report

Deliverables: Prepare for and participate in one (1) Kick-Off meeting and site visit.

1.1 Project Programing

Working with City Staff and the Design Team, California Skateparks will collaborate to determine the general skatepark footprint configuration, connection/access points, supporting site improvements, etc.

Deliverables: Programing Summary and Skatepark Boundary Draft Layout.

PHASE 2 – CONCEPT DESIGN AND PUBLIC ENGAGEMENT

2.1 Skatepark Task Force Initial Meeting

(In-person: Scheduled for same day as Kick-Off Meeting and Site Visit)

California Skateparks will meet with the local Skatepark Task Force consisting of a limited number of local skaters that will provide input and feedback during the design process. This initial meeting will serve to introduce the project to the Skatepark Task Force with respect to the project site, project size, design constraints and how the design and construction of the project will occur. The meeting will also serve to obtain direction from the Skatepark Task Force for specific design elements and features to include in the skatepark design.

Deliverables: Summary of Results Memo.

2.3 Skatepark Concept Plan

Based on comments and direction from Skatepark Task Force Initial Meeting, City Staff, and the Design Team, California Skateparks will develop the Concept Plan for the Skatepark. The Concept Plan will illustrate the major Skatepark components and how they relate to each other and the site. The Concept Plan will be a 3D Layout of the Skatepark with all features and terrain of the Skatepark called out. The Plan will be submitted to City Staff for review and comment.

Deliverables: One (1) Skatepark Concept Plan, One (1) Online meeting.

2.4 Skatepark Task Force Follow Up Meetings

California Skateparks will prepare for and meet with the local Skatepark Task Force to present the Concept Design for the Skatepark. During these presentations we will review all aspects of the proposed design via a Power Point slide show and screensharing software. The design will be

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reviewed in a group format discussing the design and any potential changes or updated. The goal of the meeting will be to develop a consensus for the Final Concept Plan.

Deliverables: Prepare for multiple Task Force Follow Up Meeting and Summary of Results Memo.

2.6 Final Skatepark Plan

Based on comments and direction from City Staff, the Design Team, the Skatepark Task Force in combination with public input, California Skateparks will prepare a Final Concept Plan of the Skatepark. The Final Concept Plan will illustrate the major Skatepark components and how they relate to each other, and the site. The Plan will be submitted City Staff for review and comment.

Deliverables: One (1) Final Skatepark Plan.

PHASE 3 - CONSTRUCTION DOCUMENTATION

3.0 Construction Document Package Contents – California Skateparks will prepare Construction Documents for the Skatepark and associated improvements for submittal to City Staff at 50% and 100% complete levels.

Horizontal Control Plans

California Skateparks will prepare horizontal control plans, at an appropriate scale for the approved design. The plans will establish all horizontal control for the Skatepark terrain and associated improvements. The plans will also establish construction layout control points and establish a coordinate system for locating the various Skatepark features.

Grading and Drainage Plans

California Skateparks will prepare grading plans, at an appropriate scale, for the construction and drainage of water from the Skatepark. California Skateparks will coordinate with City Staff and the Design Team for all grading work and protocols.

Construction Details

As a companion to the construction plans, California Skateparks will prepare details for all of the construction items illustrated on the construction plans. The details will specify materials and all of the necessary information to construct the various Skatepark design elements.

Deliverable: Plans submitted at 60% and 100% complete levels.

PHASE 4 - CONSTRUCTION

4.1 Off-Site Construction Mobilization
4.2 On-Site Construction Mobilization
4.3 Skatepark Drainage System Install
4.4 Skatepark Structure Retaining Walls
4.5 Skatepark Perimeter Path
4.6 Skatepark Interior Walls and Steps
4.7 Skatepark Ornamental Metals (Fabrication & Installation)
4.8 Skatepark Fine Grading
4.9 Skatepark Form Work
4.10 Skatepark Rebar
4.11 Skatepark Shotcrete
4.12 Skatepark Concrete Flatwork
4.13 Skatepark Detailing and Painting
4.14 Demobilization

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PROJECT EXCLUSIONS

Below is a list of items that are specifically excluded from California Skateparks' Scope of Work:

- Stormwater Treatment Plans
- Site Improvements beyond the edge of skate park structure.
- Rough Grading / Import – Client to provide rough grading pads compacted at 95% or greater for each of the "rooms" per rough grading diagram
- Trenching and drainage installation beyond edge of skatepark structure (Tie in drainage structures, and all water treatment systems by others).
- Repairing damaged improvements resulting from vandalism, acts of god / nature.
- Dewatering Operations.
- Site Security and Construction Fencing.
- Permitting fees, Deputy Inspection fees, materials testing.
- Relocation of high-pressure gas lines, fiber optic cable, sewer, water mains, etc.
- Removal of Hazardous materials, soil or water investigation or remediation.
- Over-excavation and adverse soil mitigation.

PROJECT ASSUMPTIONS

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2020.
- All spreadsheet documents will be generated using Microsoft Excel, Version 2020.
- All project scheduling will be generated using Microsoft Project 2020.
- All drawings will be reviewed and stamped by necessary discipline retained by CSP.
- Data collected and methods shall at a minimum be as follows:
- Plan Processing Requirements – The Client shall outline to California Skateparks the process required for the ultimate approval of the plans, specifications. The Client shall provide California Skateparks with any specific details, title blocks, specifications, and/or document formatting required by the Client. A Project Manager employed by the Client shall be provided to assist California Skateparks in the submittal and approval process during the entire duration of the project.
- Gather existing reports/studies/record drawings – The Client shall provide California Skateparks copies of the park Master Plan, Site Survey and project specific Geotechnical Report.
- General Contractor to provide rough grading for skatepark structure; to include 3-5 level pads prepared per Geotechnical Recommendations based on Bulk Grading Plan provided by California Skateparks.

PROJECT CONDITIONS

- Client Approvals - A written request by the Client to commence each phase constitutes approval of prior design. No change orders will be approved during the design process. After the plans have been 100% approved and construction commenced will the Client entertain a request for Change Order. If changes need to be made due to an error or omissions in the plans by California Skateparks, the Client will not be responsible for that change.
- Site Services – Client to provide California Skateparks with site power and water services for the duration of the skatepark construction.

EXHIBIT LL-3

A Plus Construction Services, Inc.
96150 Dowling Dr
Yulee, FL 32097
9046120597
chas.aplus@yahoo.com

Estimate

A PLUS CONSTRUCTION
CGC1529403 CCC1330803

ADDRESS
ACON Construction Co Inc
3653 Regent Blvd S-401
Fl
Jacksonville, FL 32224

ESTIMATE #	DATE
1050	11/14/2022

P.O. NUMBER
Art Walk

DESCRIPTION	QTY	RATE	AMOUNT
Build Emerald Trail per drawings once grade is provided	1	220,000.00	220,000.00

TOTAL **$220,000.00**

Accepted By

Accepted Date

EXHIBIT LL-3

PROPOSAL

$802,500

DATE: 4-Oct-22
CONTRACTOR: ACON CONSTRUCTION
ADDRESS:
CITY,STATE,ZIP JACKSONVILLE, FLORIDA 32225
JOB ADDRESS:
LOT:
JOB NAME: ART WALK
PHONE:

MUNSON AND BRYAN ELECTRIC
3434 ST. AUGUSTINE RD.
JACKSONVILLE , FL. 32207
(904)-396-6689

QTY.	DESCRIPTION	QTY.	
	ELECTRICAL SCOPE	(1)	400AMP SERVICE DISCONNECT
(1)	SPORT 8 DOUBLE ON 25' POLE	(1)	400A METER
(10)	GLEON SA7A PIER LIGHTS	(1)	400AMP PANEL
(6)	SPORT 8 TRIPLE ON 25' POLE	(150)	L.F. 400AMP FEEDER
(0)	300-D CYLINDER	(100)	L.F. PHONE CONDUIT
(2)	SPORT 8 SINGLE ON 25' POLE	(1)	JEA HAND BOX
(11)	GLEON SA3A ON 25' POLE	(1)	ELECTRICAL ENGINEERING
(14)	AAL UCM2 ON 14' POLE	(1)	PERMIT
(56)	WELL LIGHTS	(1)	TEMP POWER allow
(35)	CONCRETE BASES	(1)	TRAILER CONNECTION
(20)	DMX WIRING		
(1)	DMX CONTROLLER		**ALTERNATE:**
(1)	CONDITIONED CABINET	(1)	DELETE DMX, USE LIGHTING ON BRIDGE SPAN, DELETE SPORTS LIGHTERS AND PIER LIGHTS -$56,300.00
(12)	BENCH LIGHTS		
(4)	BENCH LIGHT TRANSFORMERS		
(27)	INGRADE RECEP BOXES XB814	(2)	USE 3 LIGHTS PER TREE -$11,000.00
(20)	MURAL LIGHT LUMARK AXCL6A	(3)	DELETE INGRADE RECEP BOX PER EA -$1,300.00
(500)	L.F. LOW VOLTAGE TO BENCHES		
(1900)	L.F. UNDERGROUND TO RECEP BOXES		
(3500)	L.F. SITE LIGHTING UG		
(76)	GROUND LGT JUNCTION BOXES		**PHASING**
(1500)	L.F. DMX CONDUIT	(1)	INSTALL ALL CONDUITS FOR LIGHTING, POWER, SERVICE, LOW VOLTAGE AND DMX $65,500.00
(1)	LOT CONTROL STARTUP		
		(2)	INSTALL LIGHTING INGROUND PULL BOX $34,000.00
		(3)	INSTALL INGRADE RECEP BOXES $64,500.00
		(4)	ELECTRICAL SERVICE $24,000.00
		(5)	INSTALL LIGHTING AND REMAINING ELEC $614,500.00
			TOTAL $802,500.00

EXCLUSIONS

(1) SECURITY	(6) SMOKE DETECTORS
(2) FIRE ALARM	(7) THERMOSTATS
(3) TELEPHONE BACK BOARD	(8)
(4) VOICE/DATA WIRING AND TESTING	(9)
(5) CONCRETE CUT AND PATCH	(10)

We Propose hereby to furnish material, labor, tax, and inspection fee -- complete in accordance with the above specifications for the sum of
EIGHT HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100.....DOLLARS **$802,500.00**

Payment to be made as follows :
PROGRESS DRAWS

All materials to be as specified. All work to be completed in a workmanlike manner and i compliance with applicable regulations and codes. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature_____
Date

Note: This proposal by be withdrawn if not accepted within the following days: 30

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted You are authorized to do the work as specified Payment will be made as outlined above
You may cancel this contract within three days of execution by giving written notice by registered mail to the above address

Signature_____
Date

Signature_____
Date

EXHIBIT LL-3

A Plus Construction Services, Inc.
96150 Dowling Dr
Yulee, FL 32097
9046120597
chas.aplus@yahoo.com

Estimate

A PLUS CONSTRUCTION
CGC1529403 CCC1330803

ADDRESS
ACON Construction Co Inc
3653 Regent Blvd S-401
Fl
Jacksonville, FL 32224

ESTIMATE #	DATE
1050A	11/14/2022

P.O. NUMBER
Art Walk

DESCRIPTION	QTY	RATE	AMOUNT
Install Temp Fence with Screen	1	25,000	25,000

TOTAL **$25,000.00**

Accepted By

Accepted Date

DEPARTMENT OF PUBLIC WORKS

EXHIBIT LL-3

Jacksonville
Where Florida Begins.

Minority Form for
Neg or Amdmt - Bet

MINORITY PARTICIPATION

Attachment to Fee & Contract Negotiations or Contract Amendment

Title: Art Walk Phase 2 Construction
Project No.: 8150-15
Date: Nov 14, 2022

	Company's Name (Minority Subconsultant)	Classification (Minority Status)	Type of Work (Scope of Services)	Dollar Value
1.)	APlus Constr Ser Inc	JSEB	Conc & Fence	$245,000
2.)				$
3.)				$
4.)				$
5.)				$
6.)				$
7.)				$
8.)				$

Check one:

This is: Original Fee Negotiation _____

This is: Contract Amendment No.: X

Date of this Document: Nov 14, 2022

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The Northbank Riverwalk Artist Walk project was awarded to ACON Construction Company, Inc. (contract #8150-15) in the amount of $521,258.97.

Recommend approval of Change Order #1 to ACON Construction Company, Inc. in the amount of $1,030,384.00 which includes a contingency of $50,00.00. This is to complete the site design except for the final skate park design and to provide Phase 1 construction. This incorporates the attached, Scope and Fee Summary, Exhibit "LL-2", and allowing for the completion of work within 150 days from issuance of notice-to-proceed. Revised guaranteed maximum price will be $1,551,642.97. Total annual expenditure amount is currently at $33,000,000.00; total amount spent to date is $29,606,508.33.

Funding for this award is to be encumbered account(s): 001033.565050.2.33101.334491.PWC01613 to be executed by contract Amendment 37B through Office of General Counsel.

Attachments: Recommendation Memo, Exhibit LL-2", Previous Award(s)

BUYER Nekole Hulitt
NEKOLE HULITT

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction Management/ Daryl T. Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 6/3/2021

OTHER

ACTION OF AWARDING AUTHORITY DATE 6/4/21

APPROVED ✓ BH DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

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

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

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: **DEPARTMENT OF PUBLIC WORKS**

BASIS OF AWARD: **EVALUATION CRITERIA**

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

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

Recommend approval to award ACON Construction Company, Inc., in the guaranteed maximum price not-to-exceed $521,258.97, which includes a contingency of $12,000.00. The scope of award is to provide 60% design for the Northbank Artist Walk. This incorporates the attached, Scope and Fee Summary, Exhibit "LL-1", and allowing for the completion of work within 90 days from issuance of notice-to-proceed to have the conceptual plan finalized, then another 120 days to complete 60% design. Total annual expenditure amount is currently at $24,000,000.00; total amount spent to date is $18,262,731.36.

Funding for this award is to be encumbered account(s): PWCP331SD541-06505-PW0076-04-PWC016-13 to be executed by contract Amendment 37A through Office of General Counsel.

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

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction Management/ Daryl T. Joseph, Director, Parks, Recreation and Community Services**

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/10/19

OTHER

ACTION OF AWARDING AUTHORITY DATE 10/10/19

APPROVED ✓ BH DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order No. 2019-02~~

BID # CDB-0008-16 ON D/B SVCS OF ACTIVE AND PASSIVE PARK PROJECTS

OPEN DATE 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT.
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 5 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

The City had previously issued this RFP, and the evaluation committee has evaluated proposals. Subsequent presentations were conducted and evaluated on January 21, 2016. 01 23 16 ACCM Construction Company, Inc (contract #3150-15) was awarded as highest ranking firm with funding not-to-exceed $6,000,000 annually for a period of service for five (5) years.

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

Attachments: Recommendation Memo, Previous Award (s)

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

Teresa R. Eichner

MEMBERS DISAPPROVING Ø

DATE: 7-14-16

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED ✓

DATE 7/14/16

OTHER

DISAPPROVED

SIGNATURE

OPEN DATE 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 2 OTHER: 1

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

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

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

Attachments: Recommendation Memo, Scoring Matrix, Previous Award

BUYER Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Daniel Dawson
for - GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

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

MEMBERS APPROVING 5

MEMBERS DISAPPROVING _____ DATE: 1-28-16

OTHER _____

ACTION OF AWARDING AUTHORITY

APPROVED _____ DATE 1/28/16

DISAPPROVED _____

OTHER _____

CDB-0008-16 SERVICES OF ACTIVE AND PASSIVE PARK PROJECTS

OPEN DATE: 10/21/2015

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT:
CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 2 OTHER 1

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

2) ACON- 75
1) Hagar Construction- 78.5

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

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

BUYER MARILYN LAIDLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

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

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5

MEMBERS DISAPPROVING

DATE: 12-30-15

OTHER

ACTION OF AWARDING AUTHORITY

APPROVED

DATE 1/01/16

OTHER

DISAPPROVED

Chief Administrative Officer
For Mayor Barry

SIGNATURE OF AUTHENTICATION